

EXHIBIT

"A"

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: LOCKWOOD, ANDREWS & NEWNAM, INC. ("Engineer")
ADDRESS: 8911 N. Capital of Texas Highway Building 2 – Suite 2300, Austin, TX 78759
PROJECT: Forest Creek Lift Station Rehabilitation

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Lockwood, Andrews & Newnam, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 30th day of October, 2015 for the Forest Creek Lift Station Rehabilitation Project in the amount of \$48,470.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$88,055.00 to a total of \$136,525.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$88,055.00 the lump sum amount payable under the Contract for a total of \$136,525.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

The purpose of this Scope of Work is to provide engineering services for Final Design, Bidding and Construction Phase Services of the Forest Creek Lift Station Rehabilitation located in Round Rock, Texas. The proposed facility is based on Rehabilitation Alternative 2 with Electrical Option 2, as described in the Preliminary Engineering Report as a new 700 gpm, duplex lift station adjacent to the existing Forest Creek Lift Station with no VFDs.

Below is a list of tasks to be performed by the LAN team under this work authorization.

BASIC SERVICES

A. Final Design Phase

1. Project Management & Coordination
 - a. Project Administration. Manage overall scope, schedule, and budget of project and coordinate project activities.
 - b. Meetings & Communication
 - i. City of Round Rock – Attend up to three (3) progress/coordination meetings with City of Round Rock staff during design phase.
 - ii. Stakeholders - attend one (1) meeting with property owners or agency stakeholders as required.
 - c. Preparation and submittal of summary transmittal letter to TCEQ (if required).
2. Perform hydraulic model of existing force main system using PIPE-FLO software. The purpose of this model is to calculate the total headloss of the proposed Forest Creek Lift Station under the new flow conditions, in combination with the existing Hilton Head Lift Station.
 - a. The City shall provide an existing operating pump curve for the Hilton Head Lift Station so the impacts of the shared force main on the Hilton Head lift station can be communicated. The additional flow through the existing force main will impact the flows from the Hilton Head Lift Station. No other specific analysis of the Hilton Head Lift Station is included in this scope of work.
3. 50% Design Progress/ Coordination meeting
 - a. Equipment preferences and coordination.
 - b. Table of Contents for Technical Specifications.
 - c. Opinion of Probable Construction Cost (OPCC) Estimate.
 - d. Draft Site Layout Plan.
4. 90% Design
 - a. Prepare and deliver three copies of 11" x 17" plans (15 sheets) including:
 - i. General: Cover Sheet with location map and contents, General Notes (two sheets).
 - ii. Civil: Site Plan, Demolition and Bypass-pumping Plan, Civil Details, Erosion & Sediment Controls (three sheets).
 - iii. Mechanical: New Wet Well Plans and Sections, Mechanical Details (three sheets).
 - iv. Electrical: Site Plan, Wet Well Plan, One Line Diagram, Instrumentation connection Diagram, Electrical Details (six sheets).

- v. Structural: Wet Well installation Details for pre-engineered structure, Equipment Pad Details (one sheet).
 - b. Prepare and deliver three copies of Technical Specifications (Front end documents to be provided by OWNER).
 - c. Prepare and deliver three copies of an updated Opinion of Probable Construction Cost (OPCC) estimate.
 - d. Coordinate and attend 90% Design Review Meeting.
5. Issued for Bid Documents
- a. Make necessary revisions to address or incorporate 90% review comments into complete Issued for Bid documents. Submit to City for final approval.
 - b. Contract documents and technical specifications, conforming to the 16-division format of the Construction Specifications Institute.
 - c. Bid Documents. Furnish five (5) copies of approved, signed and sealed drawings and specifications to City. Furnish final drawings and specifications on CD in electronic format.
 - d. Prepare and deliver Engineer's opinion of probable construction cost based on issued for bid plans and specifications.

B. Bid Phase Services

After acceptance by City of the Bid Documents and the opinion of probable construction cost as determined in the Final Design Phase, assist with the Bid Phase of the project. It is assumed that this project will consist of one construction contract. Services include:

1. Prepare pre-bid conference agenda and sign-in sheet as well as run pre-bid conference.
2. Prepare Addenda(s) as appropriate to clarify, correct, or change the Bidding Documents.
3. Answer questions during the bidding process.
4. Receive and evaluate bids and make a recommendation on award.
5. Prepare and distribute construction agreements for signatures by City of Round Rock and Contractor.
6. Update contract documents by incorporating all addenda items into a conformed set of drawings and specifications.

C. Construction Administration

Provide support services for construction administration of one construction contract. Engineer shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. In addition, Engineer shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor. Specific tasks include:

1. Project Management & Coordination; Run pre-construction meeting, prepare meeting agenda.
2. Run construction Meetings (assumes 4 meetings during construction period).
3. Conduct total of 4 site visits at appropriate intervals as construction proceeds to observe and report on the executed work. When Engineer is called upon to observe the work of the construction contractor(s) for the detection of defects or deficiencies in such work, excluding the Engineer's responsibilities under its scope of work regarding contractor(s)' compliance in accordance with the Project plans and specifications, the Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

4. Review RFI's from the Contractor. Issue Clarifications and Interpretations. Issue Field Orders as required.
5. Issue Change Proposal Requests and prepare Change Orders.
6. Review Shop Drawings and Submittals submitted by Contractor for compliance with design concepts. Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.
7. Review materials testing reports.
8. Conduct Substantial Completion Observation and issue punch list.
9. Review Contractor's Completion Documents.
10. Conduct Final Completion Observation and make recommendation on final payment. Final Observation, Notice of Acceptability of the Work, and Post Construction Site Visits.
11. Prepare record drawings from information submitted by the Contractor. Furnish record drawings on CD in electronic format and one full size, paper set of drawings to CORR.

EXCLUSIONS

The following items are not included in the scope of work and will not be performed without written authorization by Owner:

1. ROW permits
2. Land acquisition services including:
 - a. Right of Entry
 - b. Title Reports
 - c. Acquisition Services
 - d. Appraisals
 - e. Condemnation Support
3. All environmental investigation and permitting including:
 - a. Cultural resource survey and permitting
 - b. Phase 1 Site Assessment
 - c. USACE 404 Permitting
 - d. Endangered Species
 - e. Edwards Aquifer Protection Plan
 - f. Participation in Williamson County Regional Habitat Conservation Plan (Wilco RHCP)

ADDENDUM TO EXHIBIT C
Work Schedule

Task/Deliverable	Delivery Date	Notes
NTP	4/25/2016	
50% Design Progress Meeting	06/15/2016	
90% Design Docs	7/29/2016	Assumes 10 day review by City.
Bid Docs	9/9/2016	Assumes 10 day review by City.
Execute Construction Contract	11/7/2016	
Construction NTP	11/14/2016	
Substantial Completion	3/24/2017	
Final Completion	4/28/2017	

ADDENDUM TO EXHIBIT D Fee Schedule

TASK	TASK DESCRIPTION	Hours						TOTAL
		PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD DESIGNE	EIT	ADMIN	
A.1	PROJECT MANAGEMENT	2	9	9	0	8	4	\$4,775.00
A.2	HYDRAULIC MODEL	0	2	4	0	20	0	\$3,030.00
A.3	50% DESIGN PROCESS	2	5	25	31	30	2	\$11,870.00
A.4	90% DESIGN - PLANS AND SPECIFICATIONS	2	15	75	100	130	2	\$39,065.00
A.5	ISSUED FOR BID DOCUMENTS	1	5	15	24	34	2	\$9,685.00
B.	BID PHASE SERVICES	0	7	11	10	14	6	\$5,995.00
C.	CONSTRUCTION PHASE SERVICES	0	3	31	8	37	15	\$11,135.00
BASIC DESIGN SERVICES		7	46	170	173	273	31	\$85,555
BASIC DESIGN SERVICES								\$85,555.00
EXPENSES (REPRODUCTION, MILEAGE, DELIVERY)								\$2,500.00
PROJECT TOTAL								\$88,055.00