

EXHIBIT
"A"

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SUPPLEMENTAL CONTRACT NO. 1

ADDRESS: 8911 N. Capital of Texas Hwy, Building 2, Suite 2300, Austin, TX 78759

PROJECT: Oak Bluff/Greenfield Drainage Improvements

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 28th day of April, 2016 for the Oak Bluff/Greenfield Drainage Improvements Project in the amount of \$80,295.00; 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 \$98,224.00 to a total of \$178,519.00;

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 \$98,224.00 the maximum amount payable under the Contract for a total of \$178,519.00, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT B Engineering Services

1. PROJECT DESCRIPTION

The scope herein is to describe additional services for the Contract necessary to refine the alignment, details and extent of proposed improvements based on cost constraints and existing and new data, to refine analyses, and, to modify the criteria for construction documents and bidding services in the Contract. The scope herein also identifies subconsultant services that are anticipated to be required as part of the additional services. Except as modified by the following Scope of Work herein below, the services shown in Exhibit B of the Contract shall remain a part of all services to be provided under the Contract.

2. SCOPE OF WORK

The scope of work for additional services under this Addendum to Exhibit B includes but is not limited to the following tasks:

- Task 1: Alignments and Final Route Selection
- Task 2: Hydraulic Modeling and Inundation Mapping
- Task 3: Construction Plans and Bidding

2.1 Work Breakdown Structure Tasks and Description

2.1.1 Task 1: Alignments and Final Route Selection

In consultation and cooperation with the City, the Engineer will review utilities, trees, available rights of way, easements and previous drainage analyses in order to maximize improvements and finalize the alignments/routes for the proposed improvements to be incorporated into the Construction Plans in Task 3 below. This task will include but not be limited to the services below:

1. Supplemental field survey of areas not previously covered;
2. Review existing easements and make recommendations regarding necessary easements;
3. Finalize horizontal alignment of proposed pipe to serve Oak Bluff Estates;
4. Review culvert crossing alternatives and final schematic design at CR 123;
5. Develop channel improvement plan (and cross culverts/pipes) to serve Greenfield subdivision;
6. Development of cost estimates; and
7. Public outreach support.

The aforementioned supplemental field survey shall be obtained by the Engineer through services by a subconsultant selected by the Engineer; the scope and details of the supplemental field survey services are included but not limited to those described in the letter from McGray & McGray Land Surveyors, Inc. (McGray) attached herewith. The Engineer shall ensure the costs paid to McGray for the final obtained supplemental field survey services are based on actual hours worked by the employees of McGray to provide the services.

2.1.2 Task 2: Hydraulic Modeling and Inundation Mapping

Based on the final configurations, the Engineer will develop a hydraulic model using Infoworks-ICM and corresponding inundation maps to illustrate the resulting level of service of the improvements. The

Engineer will submit a letter report to the City explaining the model and results with appropriate maps and/or exhibits; the letter report shall also record and summarize analyses, data, and cost estimates performed previously under the Contract as appropriate.

2.1.3 Task 3: Construction Plans and Bidding

The Engineer will develop final construction documents (plans, specifications and estimate) for the improvements as directed by the City including additive alternatives, standard specifications, special provisions and the City's standard construction contract documents. Half size construction plans sheets will be submitted to the City for review at 60% complete. Half size final plans sheets will be signed and sealed. In addition to the construction plans, other contract documents and specifications will be included with the 60% plans for review and comment. No major utility adjustments are anticipated or included in this scope. The 100% submittal will be signed and sealed.

It is anticipated that geotechnical and structural engineering services will be required for development of the final construction documents. If required, said services shall be obtained by the Engineer through subconsultants selected by the Engineer; the scope and details of the geotechnical and structural engineering services are included but not limited to those described in the letters from Holt Engineering, Inc. (Holt) and Aguirre & Fields, LP (Aguirre & Fields) attached herewith. The Engineer shall ensure the costs paid to Holt and Aguirre & Fields for the final obtained geotechnical and structural engineering services, respectively, are based on actual hours worked by the employees of Holt and Aguirre & Fields to provide the respective services.

During bidding by the City for the work described in the final construction documents, the Engineer will attend and conduct one pre-bid conference if held by the City, will properly reply to the City regarding questions forwarded by the City pertaining to the construction documents, and will amend the construction documents as part of any addenda required to be issued as determined by the City.

2.2 Excluded services

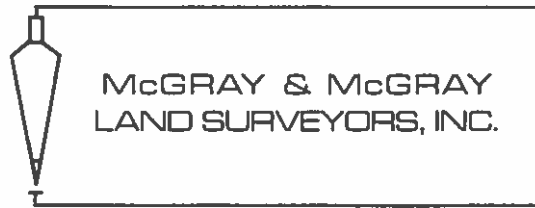
The following services are not included in the Scope of Work:

1. Environmental studies or environmental permitting;
2. Field notes for temporary or permanent easements;
3. Electric, cable, telephone, gas, water and wastewater utility adjustments other than minor items that can be addressed with simple notes and details incorporated into the construction documents; and
4. Landscaping or tree replacement plans are not included.

3. KEY PERSONNEL

Delete Chad Cormack, Project Manager in Table B-1 in Exhibit B of the Contract and replace with Brian K. Reis, Project Manager.

October 11, 2017



Brian Reis, P.E.
LAN Engineering
8911 N. Capital of Texas Hwy
Building 2, Suite 2300
Austin, TX 78759
(512) 338-4212

VIA EMAIL
BKReis@lan-inc.com

RE: Revised Proposal for Topographic Survey Services in Oak Bluff Estates and Greenfield's Subdivision, Round Rock, Texas.

Dear Mr. Reis:

We appreciate the opportunity to present you with this revised proposal for the above referenced project. The following represents our understanding of the area to survey, scope of services, and our fee proposal.

Areas to Survey:

Areas A through E as shown on Exhibit "A"

Scope of Services:

Survey Control:

- All data will be provided in Texas State Plane NAD83, NAVD88 coordinate system, per the existing project control, with surface to grid conversion factor noted, unless provided other control.

Design Survey:

- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
 - Area "A" – an area 30' west of the existing top of west bank
 - Area "B" – an area 30' north of the north property line of the subdivision
 - Area "C" – an area approximately 25' wide (between existing fencelines) south of the rear property lines of Lots 7-9, Block Two, Greenfield's Subdivision.
 - Area "D" – an area being the easterly 20' of Lot 10 and the southerly 120 ft. (approximately) of the westerly 20' of Lot 11, Greenfield's Subdivision.

- **Area “E”** – an area within said Lot 11 from the existing west top of bank westerly 25’, extending north from the rear line of said Lot 11 approximately 175’.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, signs, manholes, water valves, telecom boxes, utility poles, water meters, etc. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.
- Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits.

Right -Of-Entry:

- The Client (or City of Round Rock) will obtain the Right-Of-Entry onto private property.

Electronic File Requirements:

- Survey shall be provided in AutoCAD (.dwg) format.
- The units of the drawing file shall be U.S. survey feet.

Fees (Non-taxable services):

***** Our fees are based on our being authorized to perform a minimum of three (3) of the Areas in one mobilization. We have assumed Areas B and C would be authorized together and, therefore, have given one fee for doing these at the same time.***

Design Survey Area “A”:

2 Man Crew	5 hrs @	\$150.00 /hr.=	\$	750.00
Field Coordinator:	0.5 hrs @	\$95.00 /hr.=	\$	47.50
Sr. Tech:	1 hrs @	\$93.00 /hr.=	\$	93.00
Tech:	3 hrs @	\$72.00 /hr.=	\$	216.00
RPLS:	1 hrs @	\$140.00 /hr.=	\$	140.00
Project Manager:	0.5 hrs @	\$160.00 /hr.=	\$	80.00
TOTAL = \$				1,326.50

Design Survey Area "B & C":

2 Man Crew	16 hrs @	\$150.00 /hr.= \$	2,400.00
Field Coordinator:	1 hrs @	\$95.00 /hr.= \$	95.00
Sr. Tech:	2 hrs @	\$93.00 /hr.= \$	186.00
Tech:	20 hrs @	\$72.00 /hr.= \$	1,440.00
RPLS:	3 hrs @	\$140.00 /hr.= \$	420.00
Project Manager:	0.5 hrs @	\$160.00 /hr.= \$	80.00
TOTAL = \$			4,621.00

Design Survey Area "D":

2 Man Crew	4 hrs @	\$150.00 /hr.= \$	600.00
Field Coordinator:	0.5 hrs @	\$95.00 /hr.= \$	47.50
Sr. Tech:	1 hrs @	\$93.00 /hr.= \$	93.00
Tech:	5 hrs @	\$72.00 /hr.= \$	360.00
RPLS:	1 hrs @	\$140.00 /hr.= \$	140.00
Project Manager:	0.5 hrs @	\$160.00 /hr.= \$	80.00
TOTAL = \$			1,320.50

Design Survey Area "E":

2 Man Crew	4 hrs @	\$150.00 /hr.= \$	600.00
Field Coordinator:	0.5 hrs @	\$95.00 /hr.= \$	47.50
Sr. Tech:	1 hrs @	\$93.00 /hr.= \$	93.00
Tech:	5 hrs @	\$72.00 /hr.= \$	360.00
RPLS:	1 hrs @	\$140.00 /hr.= \$	140.00
Project Manager:	0.5 hrs @	\$160.00 /hr.= \$	80.00
TOTAL = \$			1,320.50

Summary

Area "A" \$	1,326.50
Area "B & C"	4,621.00
Area "D"	1,320.50
Area "E"	1,320.50
GRAND TOTAL - Not to Exceed Maximum: \$	8,588.50

We will proceed as soon as we receive notice to proceed. We estimate it will take approximately 3 to 4 weeks (weekends and holidays excluded) from notice to proceed to complete this project, weather and circumstances beyond our control permitting. Please let us know if we need to accelerate this schedule.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let Chris Conrad or Joe Webber know.

Sincerely,



Judith J. McGray, RPLS
President
TBPLS Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

JJM:CIC:klr
Encl.

Areas authorized to survey:

Area A _____

Areas B & C _____

Area D _____

Area E _____

EXHIBIT "A"

AREA "A"

AREA "B"

AREA "D"

AREA "C"

AREA "E"

Oak Ridge Estates

Evergreen Dr

Meander

Google Earth

© 2017 Google

600 ft



10 October 2017
Revised: 11 October 2017

Lockwood, Andrews & Newman, Inc.
Attn: Mr. Brian Reis, P.E.
8911 N. Capital of Texas Highway
Building 2, Suite 2300
Austin, TX 78759

Re: Oak Bluff/Greenfield
C.R. 123
Round Rock, Texas

Dear Mr. Reis:

As per your request we are providing a cost estimate for a Geotechnical Investigation for the above referenced project. The purpose of the investigation is to determine subsurface soil conditions at the site and obtain samples for laboratory testing in order to provide foundation and pavement design recommendations for the proposed drainage feature. It is our understanding the project will consist of drainage improvements including a new pavement design and retaining wall. We expect the retaining wall to be approximately 15 feet to 20 feet tall.

We plan to investigate the site by drilling, logging and sampling three soil borings to a depth of 15 feet to 30 feet each. The number and depth of the borings will be dependent on actual soil conditions encountered. If unusual or varying soil conditions are encountered then the borings may need to be deeper or additional borings may need to be drilled. Laboratory testing will be performed on selected samples and data obtained will be used to determine the engineering characteristics of the soil. Our engineering report will include boring logs, a boring location plan, laboratory test results, description of soil conditions, foundation recommendation including retaining wall design criteria and pavement thickness design recommendations.

The cost for the above work will be on the order of \$7,270.00 which presents a "not to exceed" maximum. An itemized cost estimate is attached. This cost is based on the site being accessible for our drill rig and right-of-entry to be obtained by other, if necessary. If these costs are satisfactory, please sign and return a copy to us for our files.

It should be noted the Texas ONE-CALL system for locating underground utilities will not typically mark utilities on private property. Holt will make a reasonable effort to locate underground utilities; however, if a private utility should be breached it is the property owner's responsibility for repairs.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,



Travis H. Bryant, P.E.
Project Engineer
Holt Engineering, Inc.
TBPE Firm Registration No. F-430

**GEOTECHNICAL INVESTIGATION
FOR
OAK BLUFF GREENFIELD
COUNTY ROAD 123
ROUND ROCK, TEXAS**

COST ESTIMATE

1.	Drilling Coordinator Time to Check Access/Locate Utilities 2 Trips @ 3 Hrs/Trip; 6 Hrs. @ \$85.00/Hr:.....	\$ 510.00
2.	Rig Mobilization:	650.00
3.	Drilling, Logging, and Sampling: 3 Soil Borings @ 15-30 Ft/Ea.; 65 L.F. 0 to 20 Ft; 55 L.F. @ \$16.00/Ft	880.00
	20 to 30 Ft; 10 L.F. @ \$18.00/Ft	180.00
4.	Traffic Control (Area Wide Protection) 1 Day @ \$1,200.00/Day:	1,200.00
4.	Laboratory Testing (Atterberg Limits, Unconfined Compression Tests, Minus #200 Sieve Tests, Moisture Contents, etc.)	850.00
5.	Engineering Report with Foundation and Pavement Thickness Design Recommendations:	3,000.00
TOTAL ESTIMATED COST		\$ 7,270.00

CLIENT INFORMATION: (Responsible Billing Party)

This information must be filled out before the geotechnical investigation can be scheduled. The undersigned agrees to the above scope of work and following conditions and is responsible for payment.

Company Name (if applicable): _____ Date: _____

Printed Name/Title: _____ Signature: _____

Mailing Address: _____

_____ Email: _____

Phone: _____ Fax: _____

Please let us know if you would like an electronic copy (pdf file) of the report sent to the Architect, Structural Engineer, Contractor, etc. Thank you.

(1) _____

(2) _____

(3) _____

Name

Email Address (if known)

THE ATTACHED COST ESTIMATE IS BASED ON THE FOLLOWING CONDITIONS:

1. Holt will make a reasonable effort to avoid underground utilities; however, if a private utility should be breached it is the property owner's responsibility for repairs.
2. Our estimate is based on the site being accessible for our truck mounted drill rig and right-of-entry to be obtained by others.
3. The attached cost estimate will change based on changes or alterations to the scope of services. Additional costs may be incurred for engineering consultation with the Architect, Structural Engineer, and/or Contractor.
4. The cost estimates included herein are guaranteed for 90 days from the date of this proposal.
5. Payment is due within 10 days of payment from the owner Net from date of invoice. Clients with outstanding balances past 30 days are subject to a late fee. It is the client's responsibility to report billing errors immediately upon receipt. Holt Engineering, Inc. is not responsible for billing errors not reported within 30 days of billing.
6. This is an agreement between the parties, whose names appear above, and no one else. Further, this agreement is not intended for any other person's benefit. The parties agree that there are no express or implied warranties applicable to the professional services provided under this agreement; instead, performance under this agreement will be measured by the standards of care applicable to licensed professional engineers in Texas.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us if we can be of any additional assistance.



AGUIRRE & FIELDS LP
ENGINEERS AND PLANNERS

October 11, 2017

Mr. Brian Reis, P.E.
Lockwood, Andrews & Newman, Inc.
8911 N. Capital of Texas Hwy., Building 2, Suite 2300
Austin, TX 78759

Re: Letter of Agreement for City of Round Rock Oak Bluff/Greenfield Channel Improvements, Structural Services

Aguirre & Fields, LP (the Sub-consultant) appreciates the opportunity to submit this letter of agreement to Lockwood, Andrews & Newman, Inc. (the Engineer) for structural engineering services on the City of Round Rock Oak Bluff/Greenfield Channel Improvements. Per preliminary plans and discussions, the proposed effort shall include development of details and supporting calculations for two (2) junction boxes and one (1) multiple box culvert including headwall and wingwalls that will tie into an existing flume. These documents will be submitted to the City of Round Rock for review as part of a larger channel improvement engineering effort led by Lockwood, Andrews & Newman, Inc.

I. Scope of Work

- A. **Evaluation Phase** - Includes one (1) site visit to evaluate existing drainage structures and a review of As-Built drawings.
 - B. **Design Phase** - Includes development of signed/sealed details, construction notes, and calculations for the following drainage structures:
 - i. **Junction Box A** - Connects one (1) existing 72" RCP to one (1) existing 72" RCP and one (1) proposed 72" RCP. Replaces existing junction box.
 - ii. **Junction Box B** - Connects one (1) existing 72" RCP and one (1) proposed 72" RCP to proposed multiple box culvert. Top of junction box shall be closed with metal grate to allow runoff from existing swale to enter the system.
 - iii. **Multiple Box Culvert** - Crosses under existing roadway to connect proposed Junction Box B to existing flume. Replaces existing CMP and RCP system under existing roadway. Custom headwall and wingwall system is required to tie into existing flume.
- City of Round Rock review and comment incorporation take place in this phase. An in-person City of Round Rock review meeting is not anticipated.
- C. **Construction Phase** - Includes shop drawing review and response to three (3) field change/construction clarification requests.

II. Proposed Fee

The proposed fees for Scopes A, B, and C shall be on a lump sum basis as follows:

A. Evaluation Phase	= \$ 1,780
B. Design Phase	= \$ 28,200
i. Junction Box A	= \$ 7,400
ii. Junction Box B	= \$ 7,400
iii. Multiple Box Culvert	= \$ 13,400
C. Construction Phase	= \$ 3,120
	= \$ 33,100

III. Schedule

Upon NTP, we anticipate Preliminary Evaluation to take 1 month and Detailed Design to take 1-2 months. We will incorporate City of Round Rock review comments once received.

IV. Additional Documentation

The following document is attached and made a part of this Agreement:

Exhibit A – Terms and Conditions

Thank you for the opportunity to enter into this agreement. Upon proposal acceptance, please sign, date and return a pdf copy to Aguirre & Fields.

Signed:

Aguirre & Fields, LP:

Aguirre, LLC – General Partner

Lockwood, Andrews & Newman, Inc.

Name

Title

Name

Title

Date

Date

STRUCTURAL DESIGN FEE ESTIMATE
City of Round Rock Oak Bluff/Greenfield Channel Improvement Structures
Aguirre & Fields, LP

Task	Units	Quantity	MH/Unit	Project Manager	Sr. Structural Engineer	Structural Engineer	EIT	Tech	Clerical	Total	Total
Evaluation Phase											
Review As-Built Plans, etc.	Lump	1	2			2				2	\$340.00
Site Visit (safety protocol require 2 people min)	Lump	2	4		4	4				8	\$1,440.00
									Subtotal	10	\$1,780.00
Design Phase											
Junction Box A Details	Sheet	1	40		4	16		20		40	\$4,780.00
Junction Box B Details	Sheet	1	40		4	16		20		40	\$4,780.00
Multiple Box Culvert Details	Sheet	2	40		8	32		40		80	\$9,560.00
Junction Box A Calculations	Lump	1	8			8				8	\$1,360.00
Junction Box B Calculations	Lump	1	8			8				8	\$1,360.00
Multiple Box Culvert Calculations	Lump	1	8			8				8	\$1,360.00
Coordination with Other Disciplines	Lump	1	8		4	4				8	\$1,440.00
Prepare Formal Calculation PDF	Lump	1	8			8				8	\$1,360.00
QC Plan/Cals by Sr. Structural Engineer	Lump	1	4		4					4	\$760.00
Respond to City of Round Rock Comments	Lump	1	8		4	4				8	\$1,440.00
									Subtotal	212	\$28,200.00
Construction Phase											
Shop Drawing Review	Lump	3	4		2	10				12	\$2,080.00
Respond to Field Clarification Requests	Lump	3	2		1	5				6	\$1,040.00
									Subtotal	18	\$3,120.00
Total				0	35	125	0	80	0	240	\$33,100.00
Contract Rate					\$190.00	\$170.00	\$95.00	\$65.00			
Total				\$0.00	\$6,650.00	\$21,250.00	\$0.00	\$5,200.00	\$0.00		\$33,100.00

Summary	Sheets	Man-hours	Direct Labor	Direct Expenses	Total
Preliminary Phase	0	10	\$1,780.00	No Charge	\$1,780.00
Design Phase	4	212	\$28,200.00	No Charge	\$28,200.00
Construction Phase	0	18	\$3,120.00	No Charge	\$3,120.00
Total					\$33,100.00

ADDENDUM TO EXHIBIT C
Work Schedule

The Work Schedule for the Tasks described in Addendum to Exhibit B is shown in the table below. Where Tasks shown in Exhibit C of the Contract are inherently related to Tasks described in Addendum to Exhibit B and have neither commenced nor been completed, the schedule shown in Exhibit C is extended and/or modified by the following table as appropriate.

Oak Bluff/Greenfield Drainage Improvements						
	2017	2018				
	Dec	Jan	Feb	Mar	April	May
Task 1:						
task item						
task item						
task item						
Task 2:						
task item						
task item						
task item						
Task 3:						
task item						
task item						
task item						
Task 4:						
task item						
task item						
task item						

Subject to the approval of the Owner, the Work Schedule above is exclusive of, and may be extended or revised due to, delays caused by inordinate time to receive necessary responses or direction from the Owner when requested by the Engineer, or other reasons significantly affecting the Work Schedule caused by parties beyond the control of the Engineer.

ADDENDUM TO EXHIBIT D Fee Schedule

Project Name: Oak Bluff/Greenfield Drainage Improvements

The following table delineates the fees for the Tasks and subconsultant services as described in Addendum to Exhibit B. Costs shown in Exhibit D of the Contract are unchanged and are also summarized in the following table.

Task	Total Labor Hours	Total Loaded Labor Cost*	Other Direct Costs	Subconsultants*	TOTALS
Task 1: Alignments and Final Route Selection	208	\$29,430.00	\$250.00	\$0.00	\$29,680.00
Field Surveying	n/a	\$858.00	\$0.00	\$8,589.00	\$9,447.00
Task 2: Hydraulic Modeling and Inundation Mapping	96	\$14,440.00	\$250.00	\$0.00	\$14,690.00
Task 3: Construction Plans and Bidding**	0	\$0.00	\$0.00	\$0.00	\$0.00
Geotechnical Engineering	n/a	\$727.00	\$0.00	\$7,270.00	\$7,997.00
Structural Engineering	n/a	\$3,310.00	\$0.00	\$33,100.00	\$36,410.00
Subtotals	304	\$48,765.00	\$500.00	\$48,959.00	\$98,224.00
Totals from Exhibit D	577	\$68,295.00	\$500.00	\$11,500.00	\$80,295.00
GRAND TOTAL:	881	\$117,060.00	\$1,000.00	\$60,459.00	\$178,519.00

*Costs shall be based on actual hours worked by employees of the Engineer and his subconsultants in accordance with Article 4 of the Contract.

**No additional hours and costs are necessary for the Engineer's personnel and are provided for in Exhibit D of the Contract; only subconsultant services as described in Addendum to Exhibit B are required additions as parts of this task.