

SUPPLEMENTAL AGREEMENT NO. 3 TO "CITY OF ROUND ROCK AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE ROUNDVILLE LANE PROJECT WITH STANTEC CONSULTING SERVICES, INC."

| CITY OF ROUND ROCK | § |
|----------------------|---|
| | § |
| STATE OF TEXAS | § |
| | § |
| COUNTY OF TRAVIS | § |
| COUNTY OF WILLIAMSON | § |

KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project with Stantec Consulting Services, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Stantec Consulting Services, Inc., hereinafter called the "Consultant."

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project," hereinafter called the "Agreement," on June 9, 2016; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 1 to amend the Scope of Services and increase the fee by an additional Three Hundred Five Thousand Seven Hundred and No/100 Dollars (\$305,700.00) on March 23, 2017 by Resolution No. R-2017-4292; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 2 to further amend the Scope of Services and increase the fee by an additional One Hundred Thirty-Six Thousand Eight Hundred Sixty-Three and 25/100 Dollars (\$136,863.25) on May 5, 2017 by Resolution No. R-2017-4453; and

WHEREAS, the City desires to further amend the Scope of Services to add additional engineering services for the Roundville Lane Project and further increase the fee by an additional Twenty-Seven Thousand Five Hundred Thirty-One and No/100.00 (\$27,531.00); and

WHEREAS, it is necessary to amend the Scope of Services and the Fee of services provided in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, the City and Consultant agree that said Agreement is amended and supplemented as follows:

I.

Section 3.0 of the Agreement is hereby amended to read as follows:

3.0 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" and the <u>attached</u> Addendum to Exhibit "B" <u>titled "Amended Agreement Form."</u>

II.

Section 5.0 of the Agreement is hereby amended to read as follows:

5.0 CONTRACT AMOUNT

Not-to-Exceed Fee: In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed <u>Five Hundred</u> <u>Seventy-Eight Thousand Seven Hundred Sixty-Three and 25/100 Dollars (\$578,763.25)</u> <u>Six</u> <u>Hundred Six Thousand Two Hundred Ninety-Four and 25/100 Dollars (606,294.25)</u>, in accordance with Exhibit "D" entitled "Fee Schedule," and the <u>attached</u> Addendum to Exhibit "D," which document is attached hereto and incorporated herein by reference for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B" and the <u>attached</u> Addendum to Exhibit "B" <u>titled "Amendment Agreement Form."</u>

III.

This Supplemental Agreement No. 3 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

STANTEC CONSULTING SERVICES, INC.

| By: | |
|---------------|--|
| Printed Name: | |
| Title: | |
| Date Signed: | |

| By: | |
|---------------|--|
| Printed Name: | |
| Title: | |
| Date Signed: | |

ATTEST:

By:

Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By:

Stephan L. Sheets, City Attorney



AMENDED AGREEMENT FORM

Date

12 September 2017

EXHIBIT B

| Change Order # | Change Order No. 1 | | | |
|----------------|---|--|--|--|
| "STANTEC" | STANTEC CONSULTING SERVICES INC. | | | |
| | STANTEC Project # 222010839 | | | |
| | 221 West 6 th Street, Suite 600, Austin, TX 78664 Ph: (512) 328-0011 Fx: (512) 328-0325 email: arnold.gonzales@stantec.com | | | |
| CLIENT | CITY OF ROUND ROCK | | | |
| | Client Project # 222010839 | | | |
| | 2008 Enterprise Drive, Round Rock, TX 78664 Ph: (512) 218-7026 Fx: (512) 218-5536 email: clopez@roundrocktexas.gov | | | |

Project Name and Location: Roundville Lane, Round Rock, Texas

In accordance with the original Professional Services Agreement dated 26 May 2016 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

- Task 2: Geotechnical Additional services for amended geotechnical analysis, report, and field borings for verification of existing pavement section = \$3,960
- Task 5: Final Design Additional services for final design to include sidewalk along Roundville Lane, driveway additions, and modifications to intersection of A.W. Grimes Blvd. & Roundville Lane to include signal accommodations for 4th leg of intersection = \$20,297
- Task 7: Construction Phase Services Additional services for construction phase assistance to include new sidewalk, signal, and drainage elements requested by City staff.
 - 1. Sidewalk Design, driveway additions, and grading/drainage revisions = \$17,797
 - 2. Intersection/Traffic Signal revisions = \$2,500
 - 3. Construction Phase Services = \$3,274

| Total Agreement | \$ 606,294.2 |
|------------------------------|--------------|
| | (6) |
| Original agreement amount | \$ 578,763.2 |
| Total fees this Change Order | \$ 27,531.0 |

Effect on Schedule: N/A

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF ROUND ROCK

| | Arnold Gonzales, Jr., PE, SeniorProject Manager Print Name and Title | | Chris Lopez, EIT Project Manager Print Name and Title |
|--------------|--|--------------|---|
| Signature | allflit | Signature | · |
| Date Signed: | 10.23.17 | Date Signed: | |

Proposal No.: PAA16-059-00b August 30, 2017, Revision No. 1

AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

Project Name: Roundville Lane, Round Rock, Texas

RKCI Proposal No.: PAA16-059-00, dated May 5, 2016

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Update the geotechnical report submission for Roundville Lane Reconstruction RKCI No. AAA16-056-01, July 2017, to incorporate an increased heavy truck traffic load of 25 percent in the pavement analyses of both Roundville Lane and A.W. Grimes. We understand that both roadways will be subject to high volume heavy truck traffic associated with the UPS facility. Furthermore, we understand Roundville Lane should be evaluated in accordance with the City of Round Rock street classifications of Commercial/Industrial Collector and as a Jointed Plain Concrete Pavement (JPCP) with 6 ft X 6 ft concrete panels. A.W. Grimes should be evaluated as a Major Arterial. Consideration should be given to the design life of the existing pavement while incorporating a bonded or unbonded concrete pavement overlay that will extend the service life of the existing pavement and also accommodate an increase heavy truck traffic load of 25 percent.

Our engineering pavement analyses will be conducted and an updated report will be issued with our findings.

| ADDITIONAL LUMP SUM COST: | \$ 3,600.00 |
|---------------------------|--------------|
| ORIGINAL LUMP SUM COST: | \$ 6,400.00 |
| TOTAL LUMP SUM COST: | \$ 10,000.00 |

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

| | | 00 | | | |
|-------------------|---------------------|-----------------------------------|-------|---------|--|
| SIGNATURE: | Xilly | Ali | DATE: | 8.30.17 | |
| PRINTED NAME: | Mr. Arnold Gonzal | es, Jr. | | | |
| COMPANY NAME: | Stantec Consulting | Stantec Consulting Services, Inc. | | | |
| COMPANY ADDRESS: | 221 West Sixth Str | 221 West Sixth Street, Suite 600 | | | |
| CITY, STATE, ZIP: | Austin, Texas 78701 | | | | |
| PHONE NUMBER: | 512-328-0325 | FAX NUMBER: | | | |
| E-MAIL: | Arnold.Gonzales@ | stantec.com | | | |

RABA KISTNER CONSULTANTS, INC.

Yvonne Garcia Thomas, P.E. Geotechnical Engineering Manager

YGT/GO: tlc Copies Submitted: Above (1)

Gabriel Ornelas, Jr., P.E., PMP Vice President



Raba Kistner Consultants, Inc. 8100 Cameron Road, Suite B-150 Austin, TX 78754 www.rkci.com

> P 512 :: 339 :: 1745 F 512 :: 339 :: 6174 TBPE Firm F-3257

Exhibit D Fee Schedule

Project Name: Roundville Lane Project (Final Design 60-90-100%)

| | Total | Total | Other | | TOTALS |
|--|-------------|-------------------|--------------|----------------|-------------|
| Task | Labor Hours | Loaded Labor Cost | Direct Costs | Subconsultants | TUTALS |
| Task 1: Surveying | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Task 2: Geotechnical | 10 | \$360.00 | \$0.00 | \$3,600.00 | \$3,960.00 |
| Task 3: Public outreach and concept design development | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Task 4: Preliminary design/ 30% plans | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Task 5: Final Design (60%, 90%, 100% plans) | 155 | \$20,297.00 | \$0.00 | \$0.00 | \$20,297.00 |
| Task 6: Bid Phase Services | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Task 7: Construction Phase Services | 25 | \$3,274.00 | \$0.00 | \$0.00 | \$3,274.00 |
| Task 8: Project Management | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Task 9: Reimbursables | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| GRAND TOTAL: | 190 | \$23,931.00 | \$0.00 | \$3,600.00 | \$27,531.00 |

Note:

8/30/2017 Amended Geotechnical Services