

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: CP&Y, INC. ("Engineer")
ADDRESS: 13809 Research Boulevard, Suite 300, Austin, TX 78750
PROJECT: Kenney Fort Boulevard (Segments 2 & 3)

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 CP&Y, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 11th day of February, 2016 for the Kenney Fort Boulevard (Segments 2 & 3) Project in the amount of \$933,519.78; 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 \$135,900.00 to a total of \$1,069,419.78;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

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.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$135,900.00 the lump sum amount payable under the Contract for a total of \$1,069,419.78, as shown by the attached Addendum to Exhibit D.

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

CP&Y, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

The City will furnish the following information to the Engineer and/or perform the following tasks:

1. Provide existing reports or data the City has on file concerning the project, if available.
2. Provide any available as-built plans for roadways, existing steel encasement, culverts etc. impacting the project.
3. Provide any available as-built plans for any water lines that are near to, tie into or might affect the design of the new line.
4. Provide any available utility, parcel and/or topographic mapping information of the project area.
5. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
6. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
7. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Provide construction inspection and construction testing services including coordination and scope of services.
10. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the City.
11. Pay for costs associated with newspaper public notice for bid advertisement.
12. Assist with property owner coordination for Right-of Entry.
13. Secure easements (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans.
14. Obtain necessary permits, including TxDOT permits, as required for performing work and installing water lines in the state right-of-way.
15. Review the Application for Payment and supporting documentation submitted by the Contractor.
16. Provide geotechnical, corrosion assessment, environmental studies, survey, SUE, and public involvement services performed by others.
17. Provide modeling support for hydraulic and surge review through City staff and others.

ADDENDUM TO EXHIBIT B

Engineering Services

The Kenney Fort Boulevard (KFB) Water Line (WL) Improvements Project will include design and construction of approximately 8,000 LF of 12" WL located between Forest Creek Drive and SH 45 Westbound Frontage Road (WBFR). The project will also include:

- Two sleeves and stubs crossing KFB between Forest Creek Dr and Gattis School Rd
- Two sleeves and stubs crossing KFB between Gattis School Rd and SH 45 WBFR
- Split casing for 3 existing 16" WL crossings at Forest Creek Dr, Gattis School Rd, and SH 45 WBFR
- Split casing for 2 miscellaneous adjacent property owners along KFB
- Approximately 2,500 LF of 12" WL along SH 45 WBFR and connecting to the Northfields – Meritage Homes development (924 pressure plane)
- Replace approximately 950 LF of 16" WL along Gattis School Rd, if existing pipe is in conflict and/or the pipe material is Asbestos Cement (AC) pipe
- Additional services
 - Replace approximately 950 LF of 16" WL along Gattis School Rd, if existing pipe is in conflict and/or the pipe material is Asbestos Cement (AC) pipe

The Engineer shall provide the necessary engineering and technical services for the completion of the project including preparation of plans, specifications and cost projections. Engineering services will include design, bid and construction phase services. The water line improvement construction documents will be designed in accordance with City of Round Rock standards and will be bid and constructed as part of a Kenney Fort Boulevard roadway project.

Environmental studies, public involvement, surveying and mapping, geotechnical engineering, preliminary engineering, and utility locating will be performed as part of the KFB roadway project under a separate contract.

The design phase duration is anticipated to be approximately six months, and the water line construction phase is anticipated to be approximately eight months, depending on roadway construction phasing.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. BASIC SERVICES

A. DESIGN AND BID DOCUMENT PREPARATION

1. PROJECT MEETINGS

- (a) Attend, conduct and document 6 project meetings. Prepare meeting minutes including action items to help maintain project schedule.

2. PREPARATION OF CONSTRUCTION PLANS

- (a) Coordinate and evaluate alignment design based on available development information
- (b) Prepare cover sheet, general water line alignment, general notes
- (c) Prepare plan and profile sheets identifying right-of-way, property easement, existing utilities and topographic features. Scale will be 1"=40' horizontal and 1"=4' vertical
- (d) Prepare construction details
- (e) Prepare project manual according to City's standard front end documents and technical specifications
- (f) Perform internal QA/QC prior to each submittal
- (g) Prepare 30% Design Schematics and Engineer's Opinion of Probable Construction Cost
- (h) Prepare Design Plans, Specifications, and Engineer's Opinion of Probable Construction Cost at 90% and 100% design. Include three sets of plans for City review and respond to review comments.

B. BID PHASE SERVICES

1. BID PHASE SERVICES

- (a) Attend pre-bid meeting with City for interested contractors
- (b) Address and respond to questions and interpretation of bid documents
- (c) Prepare and issue addenda to the bid documents if necessary
- (d) Prepare 3 full size and 4 half size plan sets (bid and conformed)

C. CONSTRUCTION PHASE SERVICES

1. CONSTRUCTION PHASE SERVICES

- (a) Attend one (1) pre-construction conference with the Owner and the Contractor, review the Contractor's construction schedule and issue meeting notes to the Owner
- (b) The Engineer will make periodic visits to the Project site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. It is assumed for estimation purposes that the Engineer will visit the site once a month, 3 hours per visit, for a total of 8 months. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the design concept indicated in the Construction Contract Documents. On the other hand, the Engineer shall not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:
 - (i) the means, methods, techniques, sequences, and procedures of construction
 - (ii) safety precautions and programs incident to the construction, and
 - (iii) compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents
- (c) Issue necessary clarifications and interpretations of the Construction Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents
- (d) Make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner, and prepare Change Orders as reasonably required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services
- (e) Review samples, catalog data, schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto
- (f) Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an observation to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor
- (g) Receive, review and transmit to the Owner maintenance and operating instructions, warranties and guarantees, marked up record documents received from the Contractor, which reflect field changes to the bid documents.

The Engineer will review the documents to ascertain, to the best of the Engineer's knowledge and belief, that the reflected field changes are complete and correct

- (h) Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor. Three (3) sets of prints of "Record Drawings" will be submitted by the Engineer to the Owner on 11x17 paper copies
- (i) Submit to the Owner electronic PDF and CADD files used for the production of the Record Drawings. Record drawings on electronic files furnished to the Owner are for the convenience of the Owner only. The Record Drawings shall be sole documents relied upon by the Owner as a reflection of the condition of the project location after completion of the construction activities.

D. PROJECT MANAGEMENT SERVICES

1. PROJECT MANAGEMENT

- (a) The Engineer will manage professional services to complete the project Design & Bid Document Preparation phase including, progress reports, milestones and invoicing
- (b) The Engineer will manage professional services to complete the project Bid Services phase including, progress reports, milestones and invoicing
- (c) The Engineer will manage professional services to complete the project Construction Services phase including, progress reports, milestones and invoicing
- (d) The Engineer will manage professional services to coordinate work performed by the Roadway Engineer including Environmental, Utility, Easement and Stakeholder coordination.

II. ADDITIONAL SERVICES

- A. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner
- B. Work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment
- C. Additional services scope and fee is included to replace up to 950 LF of 16" WL along Gattis School Rd in accordance with the above design scope, if existing pipe is in conflict and/or the pipe material is Asbestos Cement (AC) pipe.

ADDENDUM TO EXHIBIT C
Work Schedule

Notice to Proceed	N/A	Apr 1, 2018
Initial Data Collection	7	Apr 8, 2018
30% Design Schematic	17	Apr 25, 2018
City Review	14	May 9, 2018
90% Plan Submittal	49	Jun 27, 2018
City Review	14	Jul 11, 2018
100% Plan Submittal	21	Aug 1, 2018
City Review	7	Aug 8, 2018
Bid Opening	42	Sep 19, 2018
Construction NTP	42	Oct 31, 2018
Construction Phase Services	420	Dec 25, 2019

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project

City of Round Rock

Task Description	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs
I. BASIC SERVICES			
A. DESIGN AND BID DOCUMENT PREPARATION	716	\$ 91,070.00	\$ -
B. BID PHASE SERVICES	38	\$ 5,180.00	\$ -
C. CONSTRUCTION PHASE SERVICES	188	\$ 24,210.00	\$ -
D. PROJECT MANAGEMENT	64	\$ 7,440.00	\$ -
E. EXPENSES		\$ -	\$ 460.00
SUB-TOTAL BASIC ENGINEERING SERVICES	1006	\$ 127,900.00	\$ 460.00
II. ADDITIONAL SERVICES			
DESIGN OF WATER LINE REPLACEMENT ALONG GATTIS SCHOOL RD	58	\$ 7,540.00	\$ -
SUB-TOTAL ADDITIONAL SERVICES		\$ 7,540.00	\$ -
SUB-TOTAL (BASIC & ADDITIONAL SERVICES)		\$ 135,440.00	\$ 460.00
GRAND TOTAL (BASIC & ADDITIONAL SERVICES & EXPENSES)		\$	135,900.00

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project									
City of Round Rock									
Fee Schedule/Budget for CP&Y, Inc.									
Task Description	No. of PS&E Sheets	Project Manager	Senior Engineer	Project Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
I. BASIC SERVICES		\$185.00	\$180.00	\$165.00	\$110.00	\$110.00	\$75.00		
A. DESIGN AND BID DOCUMENT PREPARATION									
1 Project Meetings									
a Attend, conduct and document 6 project meetings		12		12	18			42	\$ 6,180.00
									\$ -
								42	\$ 6,180.00
2 Preparation of Construction Plans									
a Alignment coordination		4		8	2			14	\$ 2,280.00
b Cover sheet, general water line alignment, general notes	3			2	16	16		34	\$ 3,850.00
c Plan and profile sheets	16	4	6	68	160	160		398	\$ 48,240.00
d Construction details	4			16	32	24		72	\$ 8,800.00
e Traffic control plans									\$ -
f Internal QA/QC prior to each submittal		6	18	6	6			36	\$ 6,000.00
g Design submittals & OPCC at 30%, 90% and final design		8		16	24			48	\$ 6,760.00
									\$ -
								674	\$ 84,890.00

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Kenney Fort Blvd. Water Line Improvements Project									
City of Round Rock									
Fee Schedule/Budget for CP&Y, Inc.									
Task Description	No. of PS&E Sheets	Project Manager	Senior Engineer	Project Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$185.00	\$180.00	\$165.00	\$110.00	\$110.00	\$75.00		
I. BASIC SERVICES									
B. BID PHASE SERVICES									
1 Bid Phase Services									
a Attend pre-bid meeting		2						2	\$ 370.00
b Address and respond to questions and interpretation of bid documents		2		4	4			10	\$ 1,470.00
c Prepare and issue addenda to the bid documents if necessary		2		4	4			10	\$ 1,470.00
d Prepare 3 full size and 4 half size plan sets (bid and conformed)				2	12	2		16	\$ 1,870.00
									\$ -
									\$ -
									\$ -
								38	\$ 5,180.00

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project									
City of Round Rock									
Fee Schedule/Budget for CP&Y, Inc.									
Task Description	No. of PS&E Sheets	Project Manager	Senior Engineer	Project Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$185.00	\$180.00	\$165.00	\$110.00	\$110.00	\$75.00		
I. BASIC SERVICES									
C. CONSTRUCTION PHASE SERVICES									
1 Construction Phase Services									
a Attend one (1) pre-construction conference		2						2	\$ 370.00
b Make periodic visits; 1 X month @ 3 hrs/visit @ 8 months				24	12			36	\$ 5,280.00
c Issue necessary clarifications and interpretations of construction documents		2		4	16			22	\$ 2,790.00
d Make recommendations regarding change orders				4	8			12	\$ 1,540.00
e Review submittals for conformance with design concept				16	40			56	\$ 7,040.00
f Substantial completion		2		2	4			8	\$ 1,140.00
g Receive, review and transmit to Owner bid documents with field changes				4	4	8		16	\$ 1,980.00
h Prepare, Review Project record drawings; submit three (3) 11x17 sets				2	16	16		34	\$ 3,850.00
i Submit electronic files used for production of Record Drawings					2			2	\$ 220.00
									\$ -
								188	\$ 24,210.00

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project								
City of Round Rock								
Fee Schedule/Budget for CP&Y, Inc.								
Task Description	Project Principal	Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$230.00	\$185.00	\$180.00	\$165.00	\$110.00	\$75.00		
I. BASIC SERVICES								
D. PROJECT MANAGEMENT								
1 Project Management								
								\$ -
a Design & Bid Document Prep		6				20	26	\$ 2,610.00
b Bid Services		2				4	6	\$ 670.00
c Construction Services		8				16	24	\$ 2,680.00
d Coordination with Roadway project		8					8	\$ 1,480.00
							64	\$ 7,440.00

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project									
City of Round Rock									
Fee Schedule/Budget for CP&Y, Inc.									
Task Description	No. of PS&E Sheets	Project Manager	Senior Engineer	Project Engineer	E.I.T.	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
		\$185.00	\$180.00	\$165.00	\$110.00	\$110.00	\$75.00		
II. ADDITIONAL SERVICES									
a Design of up to 950 LF of 16" WL along Gattis School Rd if needed	3	4	6	8	20	20		58	\$ 7,540.00
									\$ -
									\$ -
									\$ -
								58	\$ 7,540.00
									\$ -
									\$ -
									\$ -
									\$ -
								0	\$ -

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project

City of Round Rock

Expense Item	Unit	Unit Cost	Amount	Total Cost
CADD Plotting	sf	\$ 1.50		\$ -
Mylar Plots	lf	\$ 6.00		\$ -
Digital Ortho Plotting	lf	\$ 2.00		\$ -
11" X 17" Mylar	sheet	\$ 1.00		\$ -
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	500	\$ 50.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	500	\$ 75.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 1.00		\$ -
11" X 17" Color Paper Copies	sheet	\$ 1.80		\$ -
Fax Copies	sheet	\$ 0.10		\$ -
Film and Development	roll	\$ 8.00		\$ -
4 X 6 Digital Color Prints	picture	\$ 0.50		\$ -
Oversized Digital Color Prints	picture	\$ 50.00		\$ -
Standard Postage	letter	\$ 0.44		\$ -
Express Mail (Standard)	each	\$ 15.00	4	\$ 60.00
Express Mail (Oversized)	each	\$ 30.00		\$ -
Deliveries	each	\$ 25.00		\$ -
Airfare	each	\$ 200.00		\$ -
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$ -
Meals	day	\$ 36.00		\$ -
Mileage	mile	\$ 0.550	500	\$ 275.00
GPS Rental	day	\$ 100.000		\$ -
Cultural Resources Archival Research	each	\$ 500.000	0	\$ -
HazMat Database Search	each	\$ 200.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 460.00