

EXHIBIT

"A"

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**SUPPLEMENTAL CONTRACT NO. 3
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. 3 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, the City and Engineer executed Supplemental Contract No. 1 on April 12, 2018 to amend the scope of services and to increase the compensation by \$135,900.00 to a total of \$1,069,419.78; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on November 8, 2018 to amend the scope of services and to increase the compensation by \$840,597.18 to a total of \$1,910,016.96; 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 \$83,520.00 to a total of \$1,993,536.96;

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 \$83,520.00 the lump sum amount payable under the Contract for a total of \$1,993,536.96, 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]

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, culverts etc. impacting the project.
3. Provide any available as-built plans for any wastewater 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 wastewater flows to be used for gravity main design.

ADDENDUM TO EXHIBIT B

Engineering Services

The Kenney Fort Boulevard (KFB) Wastewater Line (WWL) Improvements Project will increase the capacity of approximately 3,500 linear feet (LF) of existing wastewater line, located between Forest Creek Drive and Gattis School Road, from 15-inch to 18-inch. The existing line will be abandoned in place while the new line will be constructed in the ROW on the west side of the new KFB roadway. The project will also include approximately 100 LF of new 10-inch WWL and sleeve under the new roadway to tie-in the Rolling Ridge neighborhood line. Finally, the project will include additional services for the installation of three casing pipes under the KFB roadway for three service lines, which will be installed in the future.

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 wastewater 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, utility locating, pre-bid meeting, pre-construction meeting and site visits will be performed as part of the KFB roadway and waterline projects under separate contract.

The design phase duration is anticipated to be approximately four months, and the wastewater line construction phase is anticipated to be approximately one year, 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 2 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 existing and proposed improvements
- (b) Prepare general wastewater line alignment, general notes and SWPPP related to WWL
- (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 Design Plans, Specifications, and Engineer's Opinion of Probable Construction Cost at 30%, 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) Address and respond to questions and interpretation of bid documents
- (b) Prepare and issue addenda to the bid documents if necessary
- (c) Prepare 3 full size and 4 half size plan sets (bid and conformed)

C. CONSTRUCTION PHASE SERVICES

1. CONSTRUCTION PHASE SERVICES

- (a) 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
- (b) 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
- (c) 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
- (d) 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
- (e) 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
- (f) 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
- (g) 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 add up to three casing pipes from the existing wastewater line located on the west side of KFB to the east side of KFB near SH-45. The future service lines will be 8-inch. Approximate combined length of casing pipe is 600 LF.

ADDENDUM TO EXHIBIT C
Work Schedule

Task	Duration	Completion Date
Notice to Proceed	N/A	Jun 14, 2019
Initial Data Collection	14	Jun 28, 2019
30% Design Schematic	21	Jul 19, 2019
City Review	14	Aug 2, 2019
90% Plan Submittal	56	Sep 27, 2019
City Review	14	Oct 11, 2019
100% Plan Submittal	26	Nov 6, 2019
City Review	7	Nov 13, 2019
Bid Phase Services	188	May 19, 2020
Construction Phase Services	365	May 19, 2021

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D

Kenney Fort Blvd. Wastewater Line Improvements Project City of Round Rock
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Task Description	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs
<i>I. BASIC SERVICES</i>			
A. DESIGN AND BID DOCUMENT PREPARATION	406	\$ 54,180.00	\$ -
B. BID PHASE SERVICES	24	\$ 3,380.00	\$ -
C. CONSTRUCTION PHASE SERVICES	102	\$ 12,950.00	\$ -
D. PROJECT MANAGEMENT	32	\$ 3,940.00	\$ -
E. EXPENSES		\$ -	\$ 500.00
SUB-TOTAL BASIC ENGINEERING SERVICES	564	\$ 74,450.00	\$ 500.00
<i>II. ADDITIONAL SERVICES</i>			
DESIGN OF WASTEWATER LINE CASING PIPE NEAR SH-45	64	\$ 8,570.00	
SUB-TOTAL ADDITIONAL SERVICES		\$ 8,570.00	\$ -
SUB-TOTAL (BASIC & ADDITIONAL SERVICES)		\$ 83,020.00	\$ 500.00
GRAND TOTAL (BASIC & ADDITIONAL SERVICES & EXPENSES)		\$	83,520.00

Exhibit D

Kenney Fort Blvd. Wastewater 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									
<u>A. DESIGN AND BID DOCUMENT PREPARATION</u>									
1 Project Meetings									
a Attend, conduct and document 2 project meetings		4		4	6			14	\$ 2,060.00
									\$ -
								14	\$ 2,060.00
2 Preparation of Construction Plans									
a Alignment coordination		2		6	2			10	\$ 1,580.00
b General wastewater line alignment, general notes, SWPPP	3	2		2	6	6		16	\$ 2,020.00
c Plan and profile sheets	7	20	10	60	80	80		250	\$ 33,000.00
d Construction details	2	2		6	12	12		32	\$ 4,000.00
e Project manual		4		8	16		8	36	\$ 4,420.00
f Internal QA/QC prior to each submittal		4	8	4	4			20	\$ 3,280.00
g Design submittals & OPCC at 30%, 90% and final design		4		8	16			28	\$ 3,820.00
									\$ -
								392	\$ 52,120.00

Exhibit D

Kenney Fort Blvd. Wastewater 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 Address and respond to questions and interpretation of bid document:		2		2	2			6	\$ 920.00
b Prepare and issue addenda to the bid documents if necessar		2		4	4			10	\$ 1,470.00
c Prepare 3 full size and 4 half size plan sets (bid and conformed				2	4	2		8	\$ 990.00
									\$ -
									\$ -
									\$ -
								24	\$ 3,380.00

Exhibit D

Kenney Fort Blvd. Wastewater 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 Issue necessary clarifications and interpretations of construction documents		2		4	12			18	\$ 2,350.00
b Make recommendations regarding change orders				4	8			12	\$ 1,540.00
c Review submittals for conformance with design concept				12	24			36	\$ 4,620.00
d Substantial completion		2		2	4			8	\$ 1,140.00
e Receive, review and transmit to Owner bid documents with field changes				2	2	4		8	\$ 990.00
f Prepare, Review Project record drawings; submit three (3) 11x17 sets				2	8	8		18	\$ 2,090.00
g Submit electronic files used for production of Record Drawings					2			2	\$ 220.00
									\$ -
								102	\$ 12,950.00

Exhibit D

Kenney Fort Blvd. Wastewater 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								
<u>D. PROJECT MANAGEMENT</u>								
1 Project Management								
a Design & Bid Document Prep		4				8	12	\$ 1,340.00
b Bid Services		2				2	4	\$ 520.00
c Construction Services		4				8	12	\$ 1,340.00
d Coordination with Roadway project		4					4	\$ 740.00
							32	\$ 3,940.00

Exhibit D

Kenney Fort Blvd. Wastewater 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 600 LF of WWL casing pipe crossing KFB near SH-45	3	6	6	12	20	20		64	\$ 8,570.00
									\$ -
									\$ -
									\$ -
								64	\$ 8,570.00
									\$ -
									\$ -
									\$ -
									\$ -
								0	\$ -

Exhibit D**Kenney Fort Blvd. Wastewater 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	4,000	\$ 400.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	100	\$ 15.00
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	2	\$ 30.00
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	100	\$ 55.00
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				\$ 500.00