EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 4
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **BROWN & GAY ENGINEERS, INC.** **("Engineer")**
ADDRESS: **101 West Louis Henna Boulevard, Suite 400, Austin, TX 78728**
PROJECT: **Gattis School Road Segment 6**

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Brown & Gay Engineers, 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 Gattis School Road Segment 6 Project in the amount of $482,439.90; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 to the Contract on May 10, 2018 by Resolution No. R-2018-5420 modifying the scope of services and increasing the compensation by $401.872.25 for a total of $884,312.15; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 to the Contract on October 1, 2018 to modify the provisions for the scope of services and to increase the compensation by $8,540.00 for a total of $892,852.15; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 to the Contract on September 12, 2019 to modify the provisions for the scope of services and to increase the compensation by $177,053.00 to a total of $1,069,905.15; 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 $119,914.00 to a total of $1,189,819.15;

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 $119,914.00 the lump sum amount payable under the Contract for a total of $1,189,819.00, 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]

BROWN & GAY ENGINEERS, INC.

By: _____

_____

_____

Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B
Engineering Services

Project Background

The City of Round Rock (City) has developed 60% plans for the proposed roadway widening project, known as the Gattis School Road Project (Project). The City has received subsurface utility identifying existing water and wastewater facilities that may be in potential conflict with the proposed improvements within the project's limits of construction. The City's request for professional services proposal includes investigating and designing the relocation of the following facilities within the limits of the Project (unless otherwise noted):

Water Infrastructure

- 175 LF of 12-inch water line (STA 148+23)
- 70 LF of 12-inch water line (STA 151+72 to 152+12)
- 70 LF of 12-inch water line (STA 151+72 to 152+14)
- 200 LF of 12-inch water line (STA 155+01 to 156+54)
- 1,200 LF of 12-inch water line (STA 158+00 to 169+92)
- 222 LF of 12-inch water line (STA 169+78 to STA 171+20) – anticipated to remain under pavement; however, an analysis will be conducted to determine the effects of construction on the main. The design of the relocation is not included in this scope of services.
- 1,100 LF of 16-inch water line (STA 169+80 to 180+82)

Wastewater Infrastructure

- 650 LF of 8-inch wastewater line (STA158+90 to 165+47) – will be analyzed only, but design of the relocation is not included in this scope of services.
- 250 LF of 8-inch wastewater line (STA 169+64 to STA 172+14) – anticipated to remain under pavement; however, the receiving manholes will be relocated.

Associated Appurtenances

- Adjust Water Valve to Grade – 5 each
- Relocate Fire Hydrants – 1 each
- Adjust Wastewater Manhole to Grade – 2 each
- New Manhole – 4 each
- Adjust Cleanout to Grade – 4 each

Scope of Services

The following Scope of Services is proposed for the completion of the Project. It is assumed that the potential conflicts initially identified by the City as conflicting with proposed improvements, as listed above (or noted otherwise), will be designed and constructed. If, after completion of the Utility Conflict Analysis, it is determined that not all the City's facilities will be relocated or that additional facilities should be relocated/extended, BGE will submit an amendment to this scope of services removing/adding those utilities. The various tasks and deliverables are to be performed and submitted in accordance with the Project's approved schedule.

I. Project Management and Meetings

a. Project Management: All communication and submittals to the City will be directed through the team's Project Manager unless specifically authorized otherwise. The project management activities shall include task leadership and direction, telephone and written

communication, project updates and status reports, project schedule, and personnel and data management along with other general project management activities.

b. Meetings and Site Visits: Meetings will include submittal discussions, schedule updates, pipeline assignments, and overall Project coordination. Three (3) 2-hour site visits during design are included in this task. It is assumed that Project design will occur over a 6-month period with a monthly 3-hour coordination meeting with both Roadway and Utility staff.

II. Utility Conflict Analysis

BGE will complete a utility conflict analysis and a corresponding technical memorandum of findings. This task includes the following:

a. Measurements and records research (compilation) of as-built facilities for the purposes of determining conflicts with proposed roadway facilities. BGE will prepare an exhibit incorporating the proposed project design and existing water and wastewater facilities (as identified by as-built record drawings).

b. Preparation of a technical memorandum to include the following:
   i. Description of the Project,
   ii. Identification of potential conflicts,
   iii. Identification of utilities at risk due to construction of the Project,
   iv. Recommendations, if any, for utility relocation,
   v. 30% Drawings showing plan view only.

c. The development of a cost estimate for those utilities recommended for relocation.

d. One (1) iteration of response to the City's review comments and document updates.

e. Quality control and assurance will be conducted for all deliverables prior to final submittal to the City.

f. Deliverables
   i. Utility plan exhibit, which will include a schematic (plan view) of proposed City utility relocations.
   ii. Utility conflict analysis technical memorandum of findings and recommendations.

III. 60% Design

BGE will complete the 60% design submittal, which includes the following:

a. Regulations research, background conflict research, and minimum design guidelines to be reflected in the 60% design phase deliverable.

b. Determine horizontal and vertical pipeline alignment(s) - Includes preparation of overall water plan showing proposed alignments and associated appurtenances (manholes, valves, etc.). It is assumed that all water pipelines, regardless of diameter, will require a profile drawing to depict utility crossings.

c. Preparation of plan sheets and notes. It is assumed that the compilation of the City's standard water details will be included in the construction documents, as necessary. It is

assumed that the Project will include the City's general standard notes, which will not be amended by the Engineer for this Project.

d. Develop 60% Opinion of Probable Construction Cost.
e. Quality control and assurance will be conducted for all deliverables prior to final submittal to the City.
f. Deliverables
    i. 60% Engineering Plans. 2 sets 11x17, 1 set of 22x34, 1 PDF.
    ii. 60% OPCC. 1 PDF.

IV. 90% Design

BGE will complete the 90% design submittal, which includes the following:

a. Preparation of plan sheets and notes. It is assumed that the compilation of City's standard water details will be included in the construction documents, as necessary. Similarly, it is assumed that the Project will include the City's general standard notes, which will not be amended by the Engineer for this Project.
b. Project technical specifications – compile, review, and produce project technical specifications.
c. Preparation of a 90% Opinion of Probable Construction Cost.
d. Quality control and assurance will be conducted for all deliverables prior to final submittal to the City.
e. Deliverables
    i. 90% Engineering Plans. 2 sets 11x17, 1 set of 22x34, 1 PDF.
    ii. 90% OPCC. 1 – PDF.
    iii. One (1) written response to 90% comments and submittal update.

V. 100% Design

BGE will complete the 100% submittal, which includes the following:

a. Address 90% comments and finalize engineering drawings and Project specifications; to include City-provided standard technical specifications.
b. Obtain final Austin Water approval and clearance of final comments.
c. Quality control and assurance, per the pre-approved QA/QC plan, will be conducted for all deliverables prior to final submittal to the City.
d. Deliverables
    i. 100% Signed and Sealed Engineering Plans. 2 sets 11x17, 3 sets 22x34 drawing, 1 PDF.
    ii. 100% Specifications. 5 hard copy, 1 – PDF.
    iii. One (1) written response to 100% comments and submittal update.

VI. Bid Phase Services

Bid Phase services includes the following:

a. Attendance at the pre-construction conference.
b. Response to contractor questions via project addenda (assume 2 addenda).
c. It is assumed that the review of all bidders will be conducted by the City and that BGE will review low bidder and/or their sub-contractor for general qualifications and check associated references in relation to water and sewer pipeline installations.
d. Analysis of variations in bid (compared to estimate) and recommendation of award.
e. Issuance of conformed construction documents resulting from project addenda.

VII. Construction Phase Services

It is assumed that construction duration for the City's component of the Project is twelve (12) months. BGE will support the Project during construction as follows:

a. Project Management / Coordination
b. Attend pre-construction conference and provide meeting minutes.
c. Project meetings / construction observation including construction observation reports. Assume representation of one BGE attendee (Professional Engineer).
d. Construction material submittal reviews.
e. Respond to requests for Information (RFIs)/modifications.
f. Review contractor or City initiated change orders and provide responses.
g. Final walkthrough and issuance of punchlist items.
h. Deliverables
    i. Construction observation reports in pdf format
    ii. Shop drawing submittal log in pdf format
    iii. Change order log in pdf format
    iv. Monthly pay estimate concurrence in pdf format

VIII. Compensation

Reference Attachment "B" for a breakdown of services.

IX. Schedule

BGE's submittals to the City will generally follow the most recent schedule for this Project, consisting of the following major milestone deliverables (which are subject to change):

- Utility Conflict Analysis - 12/31/2020
- 60% Submittal - 2/28/2020
- 90% Submittal - 4/24/2020
- 100% Submittal - 5/29/2020
- Bid/Construction - 10/2022

X. Assumptions

a. Subsurface Utility Engineering (SUE). It is assumed that all SUE data will be provided by the City and any additional data needed for final design will be requested of the City's SUE contractor.
b. Traffic Control (TC). It is assumed that all TC plans have or will have been designed; therefore, sheets, phasing, and all details related to construction preparation or restoration is not included in this scope of services.
c. Environmental and Archeological professional services are not necessary for the construction of the City's portion of the project. All environmental and/or archeological permitting associated with pipeline relocations will be incorporated with the overall roadway improvement project.
d. Topographic and tree surveying. BGE will utilize field survey provided by the City related to the road improvements project for base mapping purposes. BGE has been provided design files that include survey information.
e. Geotechnical. BGE will utilize geotechnical borings and accompanying geotechnical design report provided by the City related to its roadway improvements project.
f. An erosion and sedimentation control plan and a stormwater pollution prevention plan (SWPPP) is not included. It is assumed that said documents are part of the roadway portion of the existing project.
g. All permitting associated with pipeline relocations will be incorporated with the overall roadway improvement project man.
h. A temporary water and/or force main will not be included as part of the overall design in order to keep water service available to the City's customers. Each main will be isolated and shut off from the rest of the system during pipeline relocation. If it is determined that a temporary main is necessary, an additional services scope and fee proposal will be submitted to the City for review and approval.
i. The Project scope document and associated fee hours were prepared with the assumption that the Project's construction phase is 12-months in duration. If the construction period is extended, an additional services proposal will be submitted to the City for the anticipated extended time period for staff consideration and approval.

ADDENDUM TO EXHIBIT D
Fee Schedule

ITEM NO.	Project Name: Gattis School Road Utilities Relocation Rev. Date:10/02/19 Prepared By: Roman Grijalva	Sr. Project Manager $ 225.00	Project Manager $ 174.00	Project Engineer $ 138.00	Sr. Eng. Tech $ 110.00	Sr. CADD Op $ 90.00	Admin $ 69.00	BGE Cost
	TASK							
I.	**Project Management and Schedules (Design Phase)**							
a.	Project Management		40	4				$ 7,512.00
b.	Meetings (12 total) and Site Visits (3 total)		15	15	9			$ 5,670.00
	Sub-Total	0	55	19	9	0	0	$ 13,182.00
II.	**Utility Conflict Analysis (30% Phase)**							
a.	Utility Exhibit Measurements, Records Research		2	8	16	4		$ 3,572.00
b.	Conflict Analysis Tech Memo, 30% drawings		2	10	12	40	2	$ 6,786.00
c.	Preliminary Cost Estimate		2	6	8			$ 2,056.00
d.	Respond to AW Comments		2	4	6	6		$ 2,100.00
e.	QA/QC Review and Reconciliation	4	1	2	4	4		$ 2,150.00
	Sub-Total	4	9	30	46	54	2	$ 16,664.00
II.	**60% Design Phase**							
a.	Develop Plan and Profile Sheets		6	12	32	78		$ 13,240.00
b.	Develop Overall Project Layout		2	6	16			$ 2,936.00
c.	Develop General Notes & Overall Quantity Tables		2	6	12			$ 2,496.00
d.	Develop 60% Cost Estimate		2	2	4	4		$ 1,424.00
e.	QA/QC Review and Reconciliation	6	1	2	4	4		$ 2,600.00
	Sub-Total	6	13	28	68	86	0	$ 22,696.00
II.	**90% Design Phase**							
a.	Finalize Construction Documents		2	12	24	44		$ 8,604.00
b.	Finalize Technical Specifications		2	4	4		4	$ 1,616.00
c.	Finalize Front End Contract Documents		2	2	2			$ 844.00
d.	Finalize Cost Estimate		2	2	2			$ 844.00
e.	QA/QC Review and Reconciliation	6	1	2	4	4		$ 2,600.00
	Sub-Total	6	9	22	36	48	4	$ 14,508.00
II.	**100% Design Phase**							
a.	Address 90% comments		1	8	12	32	2	$ 5,616.00
b.	Final AW Project Approval		1	2		4		$ 810.00
c.	QA/QC Review and Reconciliation	2		2	2	2		$ 1,126.00
	Sub-Total	2	2	12	14	38	2	$ 7,552.00
II.	**Bid Phase**							
a.	Attend Pre-Bid Conference		3	3				$ 936.00
b.	Issuance of Addenda	1		4	4	4		$ 1,577.00
c.	Review of Contractor Bid References (Austin Water pipeline only)			2	4	4		$ 1,076.00
d.	Analysis of Variations in Bid, Recommendation of Award		1	1	2	6		$ 1,072.00
e.	Conformed Construction Documents	1		2	4	8		$ 1,661.00
	Sub-Total	2	4	12	14	22	0	$ 6,322.00
II.	**Construction Phase**							
a.	Project Management and Coordination (12 months)		48					$ 8,352.00
b.	Attend Pre-Construction Meeting		3	3				$ 936.00
c.	Project Meetings (2x/month over 12 months)		24	48				$ 10,800.00
d.	Submittal Review		2	34	14			$ 6,580.00
e.	Response to RFIs		6	22	14			$ 5,620.00
f.	Change Orders	2	2	16	12	16		$ 5,766.00
g.	Final completion walkthrough (1 visit)		3	3				$ 936.00
	Sub-Total	2	88	126	40	16	0	$ 38,990.00
	TOTAL FEE	**22**	**180**	**249**	**227**	**264**	**8**	**$ 119,914.00**