

EXHIBIT**"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 5
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. 5 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, the City and Engineer executed Supplemental Contract No. 3 on June 27, 2019 to amend the scope of services and to increase the compensation by \$83,520.00 to a total of \$1,993,536.96; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 4 on July 9, 2020 to amend the scope of services and to increase the compensation by \$114,698.50 to a total of \$2,108,235.46; 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 \$66,209.00 to a total of \$2,174,444.46;

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 \$66,209.00 the lump sum amount payable under the Contract for a total of \$2,174,444.46, 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: Mar. Vergara
Marisa Treviño Vergara, PE - Sr Vice President

10/11/2021
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 reuse 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 sizes of reuse waterlines and perform all necessary calculations to verify sizes.

ADDENDUM TO EXHIBIT B

Engineering Services

The Kenney Fort Boulevard (KFB) Reuse Project will include design and construction of approximately 4,900 LF of 16" reuse waterline located between Forest Creek Drive and Gattis School Road along the west side of the proposed Kenney Fort Boulevard. The project will also include:

- Approximately 150 LF of 30" casing pipe under Forest Creek Drive
- Approximately 150 LF of 30" casing pipe under Gattis School Road
- Approximately 200 LF of 12" reuse waterline and 150 LF 24" casing pipe under Kenney Ft. Boulevard from the southwest side to southeast side of Gattis School Road.
- Approximately 860 LF of 12" reuse waterline along the south side of Gattis School Road starting at the southwest side of the Gattis School Road and Kenney Fort Boulevard intersection.

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 and construction phase services. The reuse waterline improvement construction documents will be designed in accordance with City of Round Rock standards and will be constructed as part of a Kenney Fort Boulevard roadway project.

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

The design phase duration is anticipated to be approximately 1.5 months, and the reuse waterline 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 notes for reuse lines
- (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) Adjust wastewater line alignment and produce updated sheets for Contractor
- (e) Prepare construction details
- (f) Calculate air relief valve sizing and location requirements; calculate restrained joint location requirements.
- (g) Perform internal QA/QC prior to each submittal
- (h) Prepare Design Plans, Specifications, and Engineer's Opinion of Probable Construction Cost at 100% design. Include three sets of plans for City review and respond to review comments.

B. CONSTRUCTION PHASE SERVICES

1. CONSTRUCTION PHASE SERVICES

- (a) 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 4 months (in

addition to 8 months captured in waterline scope). 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
- (b) 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
 - (c) 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
 - (d) 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
 - (e) 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
 - (f) 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
 - (g) 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
 - (h) 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.

C. 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 Construction Services phase including, progress reports, milestones and invoicing
- (c) 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. Engineer will develop at the request of the Owner reuse waterline design outside of the existing extents of the KFB roadway project.

ADDENDUM TO EXHIBIT C
Work Schedule

Notice to Proceed	N/A	Oct 29, 2021
30% Design Schematic	3	Nov 1, 2021
City Review	2	Nov 3, 2021
100% Unsealed Submittal	29	Dec 2, 2021
City Review	2	Dec 4, 2021
Incorporate Comments & Seal	5	Dec 9, 2021

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	343	\$ 45,680.00	\$ -
B. CONSTRUCTION PHASE SERVICES	116	\$ 14,820.00	\$ -
C. PROJECT MANAGEMENT	44	\$ 5,450.00	\$ -
D. EXPENSES		\$ -	\$ 259.00
SUB-TOTAL BASIC ENGINEERING SERVICES	503	\$ 65,950.00	\$ 259.00
II. ADDITIONAL SERVICES			
SUB-TOTAL ADDITIONAL SERVICES		\$ -	\$ -
SUB-TOTAL (BASIC & ADDITIONAL SERVICES)		\$ 65,950.00	\$ 259.00
GRAND TOTAL (BASIC & ADDITIONAL SERVICES & EXPENSES)		\$	66,209.00

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
		\$190.00	\$200.00	\$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		2		4	4			10	\$ 1,470.00
									\$ -
								10	\$ 1,470.00
2 Preparation of Construction Plans									
a Alignment (30%)		4	2	8	2	2		18	\$ 2,860.00
b Reuse Notes Sheet				2		2		4	\$ 550.00
c Plan and Profile Sheets	8	8	4	48	48	96		204	\$ 25,960.00
d Adjust Wastewater Plan & Profile Sheets	3	2	1	12		12		27	\$ 3,850.00
e Construction details	2			2	0	8		10	\$ 1,210.00
f Air Release & Restrained Joint Calculations		0	2	4	8			14	\$ 1,900.00
g Internal QA/QC - 100%		6	6	4	6	8		30	\$ 4,390.00
h OPCC		2		2	4			8	\$ 1,140.00
i Incorporate Client Response		2		4	4	8		18	\$ 2,350.00
									\$ -
								333	\$ 44,210.00

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
		\$190.00	\$200.00	\$165.00	\$110.00	\$110.00	\$75.00		
I. BASIC SERVICES									
B. CONSTRUCTION PHASE SERVICES									
1 Construction Phase Services									
a Make periodic visits; 1 X month @ 3 hrs/visit @ 4 months				12	6			18	\$ 2,640.00
b Issue necessary clarifications and interpretations of construction documents		2		4	16			22	\$ 2,790.00
c Make recommendations regarding change orders				2	4			6	\$ 770.00
d Review submittals for conformance with design concept				6	12			18	\$ 2,310.00
e Substantial completion		2		2	4			8	\$ 1,140.00
f Receive, review and transmit to Owner bid documents with field changes				4	4	8		16	\$ 1,980.00
g Prepare, Review Project record drawings; submit three (3) 11x17 sets				2	12	12		26	\$ 2,970.00
h Submit electronic files used for production of Record Drawings					2			2	\$ 220.00
									\$ -
								116	\$ 14,820.00

Exhibit D

Kenney Fort Blvd. Water Line Improvements Project							
City of Round Rock							
Fee Schedule/Budget for CP&Y, Inc.							
Task Description	Project Manager	Senior Engineer	Project Engineer	E.I.T.	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$190.00	\$200.00	\$165.00	\$110.00	\$75.00		
I. BASIC SERVICES							
<u>C. PROJECT MANAGEMENT</u>							
1 Project Management							
a Design & Bid Document Prep	2				4	6	\$ 680.00
b Construction Services	10				20	30	\$ 3,400.00
c Coordination with Roadway project	2		6			8	\$ 1,370.00
						44	\$ 5,450.00

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>II. SPECIAL SERVICES</i>									
									\$ -
									\$ -
									\$ -
									\$ -
								0	\$ -
									\$ -
									\$ -
									\$ -
									\$ -
								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	1,500	\$ 150.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	50	\$ 7.50
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	130	\$ 71.50
GPS Rental	day	\$ 100.000		\$ -
Cultural Resources Archival Research	each	\$ 500.000		\$ -
HazMat Database Search	each	\$ 200.000		\$ -
Miscellaneous Project Related Expenses	NA	at cost	NA	\$ -
SUBTOTAL DIRECT EXPENSES				\$ 259.00