

SUPPLEMENTAL AGREEMENT NO. 1 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

WHEREAS, during the course of performing services, County determined a need to add the services of design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343;

WHEREAS, the County also determined a need to add the services of design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 1 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not-to-exceed amount of \$49,885.00.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services in accordance with the schedules set out in Exhibit "A".

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By:  _____

Printed Name: Mark Daniel Brown

Title: Vice President

Date: June 6 _____, 2016

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Exhibit “A”
Scope of Additional Services

UST System Removal Additional Services

Task 1: UST Fuel System Removal Design Oversight

Design and provide on-site observation during UST fuel system removal in accordance with TCEQ removal guidelines (30 Texas Administrative Code 334 rules) and TCEQ regulatory guidance document RG-411, “Investigating and Reporting Releases from Petroleum Storage Tanks” (April 2012). The UST fuel system includes two (2) USTs with underground product piping leading to two (2) dispenser pumps.

A TCEQ-licensed UST Contractor (CRP000190) and Corrective Action Specialist (RCAS00076) must provide the services. Individuals must be licensed by the TCEQ for removal of UST systems by a TCEQ-licensed B Professional. Supervised work inspections will be conducted in accordance with a Health & Safety Program by 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained personnel. The fuel system removal activities will be performed by a contractor selected by the Williamson County and directly contracted with Williamson County.

Provide on-site observation during UST fuel system removal. Specifically, the scope of Additional Services will include the following items:

- ☐ Provide UST system drawings of existing system for removal.
- ☐ Providing an environmental scientist presence on-site during contractor work hours.
- ☐ Observe contractor personnel activities and work products during removal.
- ☐ Review and understand construction project contract documents and schedule during removal.
- ☐ Create and provide written field reports of construction activities and inspection results, accompanied by photographs of construction work in progress while on-site.
- ☐ Review contractor submittals, check materials and work for compliance with the design documents.
- ☐ Maintain active field reports and approved submittals on-site.
- ☐ Maintain red-line as-built daily work activities of contractor work progress and coordinate with construction contractor.
- ☐ Maintain on-going punch list (deficiencies) as well as a final punch list.
- ☐ Review and advise of work quality issues on a daily basis, if required.

Task 2: Sampling of Water and Soil (RG-411)

Conduct release determination sampling according to TCEQ RG-411. The UST system contains two (2) 10,000-gallon diesel/gasoline USTs (approximately 7-feet width x 30-feet length).

Collect up to eighteen (18) soil samples including the following:

- ☐ Three (3) soil samples under each UST.

Exhibit “A”

Scope of Additional Services

- ☐ Three (3) trip blank samples will accompany the soil samples and the water samples. A trip blank will be provided in each cooler. The trip blanks will be analyzed for Volatile Organic Compounds (VOCs) by EPA Method 8260B and Total Petroleum Hydrocarbons (TPH) by Texas Method 1005.
- ☐ A total of five (5) composite soil samples will be collected of the stockpiled UST soils including one (1) soil sample per every fifty (50) cubic yards of the stockpiled soil (estimated 250 cubic yards). Stockpile samples will be analyzed for TPH (Texas Method 1005); VOCs, EPA Method 8260B) and total lead (EPA Method 6010B) and on a three (3) day turnaround time frame to expedite disposal of tank hold backfill soil samples.
- ☐ A total of six (6) discrete native soil samples will be collected from the tank hold floors (or walls if water is present in the tank hold excavation).
- ☐ A total of four (4) discrete native soil samples will be collected below the product fuel lines including one (1) soil sample from under each connector, elbow, bend and one (1) soil sample every twenty (20) linear feet.
- ☐ A total of four (4) soil samples will be collected for the dispenser pumps or one (1) soil sample under each dispenser island.

According to the geotechnical survey provided by BLGY, the tank hold does not contain water. If the tank hold does contain water then the following samples will be collected:

- ☐ A total of four (4) native soil samples will be collected at water level.
- ☐ A total of one (1) water sample will be collected.

Laboratory Analyses: Soil and water samples will be submitted to an independent laboratory that participates in the TCEQ Texas Laboratory Accreditation Program and that is accredited with the National Environmental Laboratory Accreditation Conference (NELAC) standard for matrices, methods, and parameters of analysis. All samples except for the stock pile samples will be analyzed on a standard seven (7) to ten (10) business day turn-around time frame basis unless expedited time is specified for an additional fee.

Soil Samples: Soil samples will be analyzed for TPH by TX Method 1005 and VOCs by EPA Method 8260B. PAHs will be analyzed if TPH is detected at concentrations for C12-C35, PAHs will be analyzed by EPA Method 8270C.

Water samples: Water samples will be analyzed for TPH by TX Method 1005 and VOCs by EPA Method 8260B. PAHs will be analyzed if TPH is detected at concentrations for C12-C35, PAHs will be analyzed by EPA Method 8270C.

Note: These Additional Services include collection and analysis of all samples. In the event TPH is not detected, PAHs in the soil and water will not be analyzed or charged.

Task 3: Reporting

Submit a 30-day TCEQ UST Construction Notification Form (TCEQ-0495) to the TCEQ. Analytical Results will be documented in a UST Closure Report, TCEQ Release Determination Report (RDR) Form (TCEQ-00621), TCEQ Incident Report Form (if required) and amended TCEQ UST Registration & Self-Certification Form (TCEQ-0724). This report will include

Exhibit "A"

Scope of Additional Services

diagrams, summary analytical tables, laboratory reports, waste disposal documentation, photographs and work plan for the next appropriate action. This report should be retained as a permanent record for the Project site. The report will be completed within three (3) weeks of receipt of the final laboratory analysis results.

Assumptions:

The Additional Services described herein includes the following assumptions:

- ☐ The installation of a temporary fuel system during construction activities is not included in the scope of Additional Services.
- ☐ Approval of the site specific Health and Safety Plan (HASP) is not required prior to commencement of field activities.
- ☐ Costs do not include removal of the tanks, dispensers, piping or associated equipment or waste disposal.
- ☐ Provision of access to the Project site for construction, observation and inspection during normal business hours.
- ☐ Compensation is based on providing five (5) field days for sampling activities if required, and three (3) meetings with WILCO.

Exclusions:

The following activities are excluded from the above described Additional Services:

- ☐ Costs do not include geotechnical inspections including: concrete testing, density and proctor testing for material backfill and compaction or rebar inspection.
- ☐ Design and oversight of unknown issues (such as relocation of utilities) that will not be required.

Schedule for the above Additional Services shall be as follows:

- Equipment mobilization, dispensers and card reader removal – 1 day
- ☐ Bollards, island, forms and concrete removal – 1 day
- ☐ Stockpile removed pea gravel and soil. Collect stockpile soil samples – 1 day
- ☐ Vacuum and power wash tanks – 1 day
- ☐ Fire Marshall inspection, collection of samples during tank removal – 1 day
- ☐ Backfill tank hold – 1 day
- ☐ Collect samples under lines during tank removal – 1 day
- ☐ Oversight of excavation, removal and disposal of piping – 1 day
- ☐ Demobilization – 1 day

Exhibit “A”
Scope of Additional Services

Design and Installation Oversight of the Liquefied Petroleum Gas (LPG) Propane Tank Relocation Additional Services

Task 1: LPG Propane System Design

Design a LPG propane system in accordance with the Railroad Commission of Texas (RRC) regulations under the Texas Administrative Code (TAC), Title 16, Part 1, Chapter 9 “LP-Gas Safety Rules” and National Fire Protection LPG Propane Tank System Relocation, Association’s Liquefied Petroleum Gas Code (NFPA 58 - 2008 edition) and National Fuel Gas Code (NFPA 54 – 2006 edition). The LPG Propane tank system will include the existing (2,000 gal.) AST with new underground LPG piping that lead to one (1) dispenser pump. SSCI will provide a Texas-licensed Professional Engineer to design one (1) relocation of the LPG Propane System. The LPG propane system installation activities will be performed by a contractor selected by the Williamson County and directly contracted with Williamson County. Specifically, the scope of Additional Services will include the following items:

- ☐ Provide drawings for design and specification of the piping for the LPG propane tank system.
- ☐ Provide drawings for design and specification for LPG propane dispenser.
- ☐ Provide drawings for design and specification for cathodic protection system for LPG propane piping.
- ☐ Observe contractor personnel activities and work products during relocation of LPG propane tank system.
- ☐ Review and understand construction project contract documents and schedule during removal.
- ☐ Create and provide written field reports of construction activities and inspection results, accompanied by photographs of construction work in progress while on-site.
- ☐ Review contractor submittals, check materials and work for compliance with the design documents.
- ☐ Maintain active field reports and approved submittals on-site.
- ☐ Review and advise of work quality issues on a daily basis, if required.

Assumptions:

The scope of Additional Services described herein includes the following assumptions:

- ☐ The installation of a LPG system during construction activities is not included in the scope of Additional Services.
- ☐ Approval of the site specific Health and Safety Plan (HASP) is not required prior to commencement of field activities.
- ☐ Costs do not include removal or relocation of the tank, dispensers, piping or associated equipment or waste disposal.
- ☐ Access to the Project site for construction, observation and inspection during normal business hours.
- ☐ The compensation for the above described Additional Services is based on providing design

Exhibit "A"
Scope of Additional Services

and drawings for one (1) relocation, one (1) redesign if required, and two (2) meetings with the County.

Exclusions:

The following activities are excluded from the scope of Additional Services:

- ☐ Costs do not include LPG Propane System Tank Pad Design and/or LPG Propane Tank Pad Sizing.
- ☐ Costs do not include LPG Propane Bollard and Impact Barrier Design and/or Sizing.
- ☐ Costs do not include installation oversight of LPG propane tank pad or bollard impact protection system.
- ☐ Costs do not include Structural or Electrical Engineering.

The schedule for the above described Additional Services shall be as follows:

- BLGY Authorization to Begin Work - 1 day
- Engineer - Not Available - 2 days
- Review Project Engineering Scope - 1 day
- Engineer - Not Available - 3 days
- Develop Schematic Design - 4 days
- WILCO Review of Schematic Design - 1 day
- Engineer - Not Available - 4 days
- DD Drawing Update - 2 days
- CD Design Complete - 1 day
- Write Specification Based on Approved CD Drawing and Design - 5 days
- WILCO Specification Review - 2 days
- Engineer - Not Available - 2 days
- Specification Update - 2 days
- Engineer Seal and Signing - 1 day
- Deliverables - CD Set Sent Out - 1 day

