

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
ENGINEERING STAFF AUGMENTATION**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Freese and Nichols, Inc. ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 15 day of April, 2019 for Staff Augmentation project ("Project") in the amount of \$46,135.00; and

WHEREAS, the City is requesting continued support while there are vacancies in the Engineering Department (anticipating 4 months); and

WHEREAS, the support is allowing the Transportation Bond Projects to move forward in design; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement #1 for Professional Services for the Project in the amount of \$145,975, on the 20th day of May 2019 to add approximately four more months of Engineering Staff Augmentation to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the Agreement, and Compensation; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

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

I.

Article I. Term shall be amended by changing the term of the Agreement to terminate on the 20th day of September 2019, with the ratification and incorporation of the remaining terms of the Agreement.

Article II. Scope of Services and Exhibit A, shall be amended as set forth in the attached addendum to Exhibit A.

Article III. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$145,975 the amount payable under the Agreement for a total of \$192,110, as shown by the attached Addendum to Exhibit C (Fee Schedule).

2.

Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

EXECUTED and **AGREED** to as of the dates indicated below.


**CITY OF
PFLUGERVILLE**

CONSULTANT

(Signature)
Printed Name: Sereniah Breland
Title: City Manager
Date: _____

(Signature)
Printed Name: Kendall King P.E.
Title: Vice President
Date: 5/7/2019

APPROVED AS TO FORM:



Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

**EXHIBIT A
AMENDMENT 1
CITY OF PFLUGERVILLE
STAFF AUGMENTATION AND CIP MANAGEMENT ASSISTANCE
SCOPE OF SERVICES**

PROJECT DESCRIPTION/BACKGROUND:

The City of Pflugerville has several key positions vacant within their Engineering Department including a City Engineer and engineers in the CIP area. To keep projects moving forward, the City has asked Freese and Nichols, Inc. (FNI) to provide a proposal for staff augmentation while the City fills these vacancies. Current capital improvement workload includes 10 projects under construction, approximately 32 projects in design or under contract for studies, and 7 projects ready to get under contract for design. FNI is designing several current projects, and it is understood the FNI staff augmentation will not be involved in managing those projects.

The City contracted with FNI on April 15, 2019 for a period of one month (end date May 20, 2019) for an amount not to exceed \$46,135 to get an understanding of level of service needed. The three areas identified for need of assistance was as follows:

1. **Project Management** – FNI will assist with Project Management as needed, in particular with the kickoff of the approximately 7 transportation projects that have been approved through either the recent bond election or from Certificates of Obligation. During the first month, the projects were developed and Consultants are preparing Scopes for consideration at an anticipated June 25, 2019 Council Meeting.
2. **Construction Management Services** – FNI will provide Construction Management for the projects under construction and focus on closing out projects almost complete (does not include inspection of construction). During the first month, FNI met with Contractors from 7 projects and outlined the documentation and outstanding items for close out. FNI will continue to monitor progress of those deliverables.
3. **Managing the Standard Construction Specification Update Project** – FNI will manage the contract for updating the City's Standard Specifications, facilitate review by the internal team, review specifications and provide recommendations, and facilitate stakeholder input as needed. During the first month, FNI met with the Consultant and is working to complete the Utilities Specifications and assisted with schedule preparation for the remaining Specifications
4. **Additional Engineering Services** – FNI will assist in other areas as requested by the City
 - a. The City requested assistance with review of TIA's and one has been submitted during the first month.

SCOPE FOR AMENDMENT #1

FNI to continue providing staff augmentation in the same areas as provided with the initial contract until which time additional staff is hired and on board. For the purpose of this amendment, it is anticipated an additional 4 months will be needed for the City to be fully staffed.

Based on anticipated level of effort, FNI will provide those services listed above as well as any additional services requesting on an hourly billing rate basis. We have estimated a fee not to exceed \$145,975.

