

**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 7th day of November, 2019 for the Engineering Staff Augmentation project ("Project") in the amount of \$389,334.00; and

WHEREAS, the City is requesting continued engineering staff augmentation for an additional six (6) months while there are vacancies in the Engineering Department;

WHEREAS, the engineering staff augmentation is allowing CIP transportation and utility projects to move forward in design and construction;

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement #1 for Professional Services for the Project in the amount of \$240,000.00, on the 1st day of May, 2020 to add an additional six (6) 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 II. Term shall be amended by changing the term of the Agreement to terminate on November 1, 2020, with the ratification and incorporation of the remaining terms of the Agreement.

Article III. Scope of Services and Exhibit 1, shall be amended as set forth in the attached addendum to Exhibit 1.

Article IV. Compensation to Consultant and Exhibit 2 (Fee Schedule), shall be amended by increasing by \$240,000.00 the amount payable under the Agreement for a total of \$629,334.00, as shown by the attached Addendum to Exhibit 2 (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)


(Signature)

Printed Name: Sereniah Breland

Printed Name: John New

Title: City Manager

Title: Vice President

Date: _____

Date: April 20, 2020

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

**ADDENDUM TO EXHIBIT 1
CITY OF PFLUGERVILLE
ENGINEERING STAFF AUGMENTATION
SCOPE OF SERVICES**

PROJECT DESCRIPTION/BACKGROUND:

The City of Pflugerville (City) has several key positions vacant within their Engineering Department within the Capital Improvement Program (CIP) division. Staff augmentation is needed to allow the City to continue to provide the best service to residents and keep projects moving forward.

Freese and Nichols, Inc. (FNI) has been asked to provide staff augmentation services as follows. Through this contract, FNI will provide those services listed as well as any additional engineering services requested on an hourly billing rate basis:

- 1. Engineering Project Management (CIP Division):** FNI will serve as the City's representative to provide project management for capital projects. For assigned projects, duties include developing a project management plan, managing schedule and budget for projects, communication with consulting engineers and contractors, communication with internal operations and construction management staff and internal reporting. Key tasks include, but are not limited to:
 - a. Compile/prepare technical documentation
 - b. Manage design and construction procurement process
 - c. Manage and coordinate with design consultants
 - d. Communicate with other local, state, and federal regulatory agencies and residents
 - e. Attend meetings as required: staff meetings, monthly project meetings, City Council, pre-bid, kickoff, stakeholder, management, etc.

- 2. Transportation and Traffic Engineering (CIP Division):** FNI will provide on-call transportation and traffic engineering services as needed. Key tasks include, but are not limited to:
 - a. Review of Traffic Impact Analyses (TIAs)
 - b. Review of Major Investment Study (MIS) deliverable documents
 - c. Preparation or review of speed studies

SCHEDULE

It is anticipated that services will be performed over a 6-month period, but actual duration will vary based on the City's need and actual effort required.

**ADDENDUM TO EXHIBIT 2
CITY OF PFLUGERVILLE
STAFF AUGMENTATION AND CIP MANAGEMENT ASSISTANCE
COMPENSATION**

PROJECT DESCRIPTION/BACKGROUND:

Through this contract, FNI will provide the services in Exhibit 1 for Staff Augmentation as well as any additional engineering services requested on an hourly billing rate basis. We have estimated a fee believed to represent six (6) months of effort. If the assumptions on the level of effort varies significantly from this estimate, FNI will notify the City prior to reaching the contract limit. Monthly invoices will reflect level of effort for each of the major tasks and any additional tasks that may be added by the City.

It is anticipated the effort to provide these services will require an average of 40 to 50 hours per week. We propose to utilize 3 to 5 engineers (depending on city workload) to perform the program/project management and provide the appropriate technical resources as needed. Based on these assumptions, our estimated cost for this service is estimated to be **\$240,000** or **\$40,000 per month for six (6) months**.