

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 3
FOR
Kelly Lane Phase 3
From Moorlynch Avenue to Weiss Lane**

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

This Supplemental Agreement No. 3 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and ESP Associates, 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 5th day of August, 2021 for the Kelly Lane Phase 3 project ("Project") in the amount of \$1,527,103.59; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement #1 on the 2nd day of August, 2022 for Professional Services for the Project in the amount of \$376,532.93 to add design services to include Moorlynch Avenue to Weiss Lane and Cele Road from Hodde Lane to FM 973 to the Agreement; and

WHERE, the City and Consultant entered into a Supplemental Agreement #2 for Professional Services for the Project to reallocate fee internally within the current project budget by moving funds from tasks no longer required to be completed by the Consultant in order to address necessary additional services that are required from the Consultant to complete the Project. No additional Project funding is included with this Supplemental Agreement #2; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$1,210,188.10 for ESP Associates on the 12th day of November, 2024 to redesign with roundabouts and provide an intersection analysis to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the Agreement, Scope of Services, Work Schedule, 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:

1.

Article II. Term shall be amended by changing the term of the Agreement to terminate on January 31, 2027 with the ratification and incorporation of the remaining terms of the Agreement.

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

Article III. Work Schedule and Exhibit C, shall be amended as set forth in the attached addendum to Exhibit C.

Article IV. Compensation to Consultant and Exhibit B (Fee Schedule), shall be amended by increasing by \$1,210,188.10 the amount payable under the Agreement for a total of \$3,113,824.62 as shown by the attached Addendum to Exhibit B (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: _____



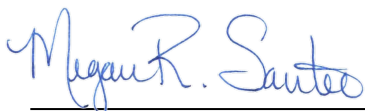
(Signature)

Printed Name: Brenda Vickrey Johnson

Title: Officer

Date: 11/6/2024

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.

ADDENDUM #3 TO EXHIBIT A – SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: Kelly Lane Phase 3
County: Travis County
Limits: Moorlynch Ave to Weiss Lane

General Work Description: Provide PS&E design services to incorporate City of Pflugerville watermain project 794 PZWL as a joint bid effort to the Kelly Lane Phase 3 project plans (the Project) which were later removed from the project plan, and ESP will provide design roundabout services to joint bid with the City of Pflugerville 16-inch Waterline project by others. In addition, ESP will complete the required revisions to the current PS&E plan set for roadway, drainage, traffic, and utilities.

Standards and Specifications

Designs will be based on the latest version of City of Pflugerville (the CITY) Design Standards and Specifications supplemented by Texas Department of Transportation (TxDOT) items where necessary.

1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES (VA)

- 1.1** The CONSULTANT will meet with the City staff to discuss details, requirements, and any specific direction to be considered in design.
- 1.2** The CONSULTANT will coordinate and manage the project team in all aspects of design.
- 1.3** The CONSULTANT will submit to the CITY its invoices for services completed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to the CITY by the 10th calendar day of each month. In addition, the CONSULTANT's first invoice must include a schedule of anticipated monthly invoice amounts for the duration of the project. The invoice schedule must match the authorized contract amount;
- 1.4** Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
- 1.5** Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY involvement or decision;
- 1.6** The CONSULTANT will attend a Project Kick-Off Meeting with the CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting;

- 1.7** The CONSULTANT will attend one Draft Submittal review meeting and one Preliminary Submittal meeting. The CONSULTANT will respond in writing to reviewer comments on the submittals. Consultant will incorporate all agreed to review comments in Schematic. Responses will include explanations for any items in disagreement. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting. Comments and revisions will be incorporated into the deliverables for the next submittal.
- 1.8** The CONSULTANT shall establish a schedule for the engineering services to be performed by the subconsultants at the beginning of the project.
- 2.0** This section is reserved.
- 3.0** This section is reserved.

4.0 SURVEYING & UTILITY RESEARCH SERVICES (ESP)

- 4.1** Surveyor will revise the Metes & Bounds survey exhibits for 29 parcels and 32 easements, required utility and temporary construction easements as directed by City ROW agent. In addition, Surveyor will provide revised Metes & Bounds exhibits for the area where the 30-foot Easement for the PZ waterline project will be reduced to a 10-foot easement along Kelly Lane Phase 3.

6.0 Section 6 is reserved

7.0 Section 7 is reserved

8.0 TRAFFIC CONTROL PLAN SERVICES (ESP)

- 8.1** The CONSULTANT will revise the current Traffic Control Plan (TCP) based incorporating the City's watermain project waterline project being designed by CP&Y and the new roundabouts. The watermain project is being joint bid with Kelly Lane Phase 3 and leading the bid process. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;
- 8.2** The CONSULTANT will revise Advance Warning Sign Layouts depicting the overall project area including side streets. Spacing, longitudinal and lateral offsets will be included for each sign. The sheets will locate the advance warning signs that will be in place throughout the construction process;
- 8.3** The CONSULTANT will revise the Sequence of Work Narrative and submit to the CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;
- 8.4** The CONSULTANT will revise the current Opinion of Probable Construction Cost

utilizing estimated quantities for each alignment alternative and will be based on City of Pflugerville, City of Austin, TxDOT Austin District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT.

9.0 ROADWAY DESIGN SERVICES (ESP)

The tasks performed for the roadway design will include, but are not limited to the following:

- 9.1** The CONSULTANT will develop a Design Summary Report (DSR) documenting all design criteria for the Project;
- 9.2** The CONSULTANT will develop preliminary roadway typical sections for review and approval by the CITY. The existing and proposed typical sections will be shown on the 30 percent schematic layout;
- 9.3** The CONSULTANT will develop horizontal and vertical geometry and will develop up to two (2) alignment options for the roadway section between Pleasant Bay Dr. and end of project at Cele Rd.
- 9.4** The CONSULTANT will prepare Existing and Proposed Typical Section Sheets from the schematic preliminary roadway typical sections. The existing typical sections will include the current roadway characteristics (pavement section, pavement width, ROW, etc.). The proposed typical sections will include all pertinent information for the proposed roadway construction. Typical sections will be required for all proposed and existing roadways, including side streets, with the best available information. The proposed typical sections must include the following:
 - a Width of travel lanes and directional arrows;
 - b Width of shoulders;
 - c Border width;
 - d Curb offsets;
 - e ROW width;
 - f Centerline;
 - g Profile grade line;
 - h Pavement structure (detailed layers shown based on Geotechnical Report);
 - i Side Slopes and front slopes as needed;
 - j Sodding/seeding limits;
 - k Landscaping
 - l Retaining walls;
 - m Station limits;
 - n Bridge sections separate;
 - o Sidewalks (locations, widths);

- p Vertical barriers, etc.; and
- q Median widths.

- 9.5** The CONSULTANT will develop Roadway Plan and Profile Sheets at a scale of 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;
- 9.6** The CONSULTANT will prepare Removal Layouts at a 1"=50' scale double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions to ensure the intent is clear;
- 9.7** The CONSULTANT will develop Intersection Layout Sheets at a 1"=30' scale with spot elevations and proposed grading for the intersections. The following intersections will be included:
- a Hidden Lakes Dr./Jakes Hill Rd.
 - b Levels Trail
 - c Pleasant Bay Dr.
 - d Existing Kelly Ln.
 - e Weiss Ln.
- 9.8** The CONSULTANT will develop Intersection layout sheets for the Roundabouts.
- 9.9** The CONSULTANT will develop Horizontal Alignment Data Sheets that will include all horizontal alignment data;
- 9.10** The CONSULTANT will develop driveway plan and profiles
- 9.11** The CONSULTANT will prepare cross-sections along the proposed horizontal alignment at 100-foot increments and culvert crossings. The cross-sections will show the proposed roadway, roadside features, existing ground, proposed grading, existing ROW, proposed ROW, and easements. The horizontal alignment, pavement cross-slope, existing ROW and proposed ROW must all be labeled;
- 9.12** The CONSULTANT will calculate earthwork quantities and prepare a Summary Table
- 9.13** The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard City of Pflugerville, City of Austin and/or TxDOT detail sheets necessary to fully construct all portions of the Project;
- 9.14** The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 9.15** The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, City of Pflugerville, City of Austin, TxDOT Austin District

average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT;

- 9.16** The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. The CITY will provide the front-end documents for use by the CONSULTANT.

10.0 DRAINAGE DESIGN SERVICES (ESP) – Intersection Roundabout Design

The tasks performed for the drainage design will include, but are not limited to the following:

- 10.1** The CONSULTANT will revise the internal drainage area maps for the storm water systems.
- 10.2** The CONSULTANT will revise the Storm Sewer design with runoff, spread, and inlet computations for each inlet to incorporate the new intersections. Inlet hydraulics will be calculated using the Rational Method. Calculated flow rates and related input must be indicated on a Runoff and Inlet Computations Sheet; the CONSULTANT will utilize GEOPAK Drainage or other software acceptable to the CITY;
- 10.3** The CONSULTANT will revise Drainage Plan and Profile Sheets depicting locations of any inlets, manholes, storm drains, culverts, utilities, channel improvements, swale locations, and flowlines as required based on the revised intersections.
- 10.4** The CONSULTANT will recalculate quantities for all culvert crossings and storm sewer design
- 10.5** The CONSULTANT will revise all Summary Sheet for all culvert and storm sewer quantities and update the cost estimate.

11.0 TRAFFIC, SIGNING AND PAVEMENT MARKINGS SERVICES (LEG) – Intersection Design

The tasks performed for the traffic, signing and pavement marking design will include, but are not limited to the following:

Traffic Study (Roundabout Alternative Analysis) (LEG)

- 11.1** The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1"=50'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable City of Pflugerville, City of Austin and/or TxDOT standards;
- 11.2** The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate;
- 11.3** The CONSULTANT will prepare special sign panel details as needed;

- 11.4** The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards. No large guide signs are anticipated
- 11.5** The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 11.6** The CONSULTANT and LEG will obtain the most current applicable City of Pflugerville, City of Austin and/or TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.

12.0 ENVIRONMENTAL, STORM WATER MANAGEMENT PLAN (ESP)

The tasks performed for the Environmental, Storm Water Management Plan, and Tree Preservation will include, but are not limited to the following:

- 12.1** The CONSULTANT will revise the Environmental Permits, Issues, and Commitments sheet
- 12.2** The CONSULTANT will revise the Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;
- 12.3** The CONSULTANT will revise SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include information presented in the WPAP and include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;
- 12.4** The CONSULTANT will revised calculated quantities for all items and prepare a quantity Summary Sheet(s);
- 12.5** The CONSULTANT will revise the Storm Water Pollution Prevention Plan (SW3P) and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction (For sites greater than 1 acre of disturbed area);
- 12.6** Travis County permitting drainage along Cele Road outside to City ROW in accordance with Travis County Development Regulations.
 - Additional Environmental documentation, (2) Memos and meetings (2)
 - Stream Buffer delineation of watershed over 64 acres

13.0 SUBMITTAL REQUIREMENTS

Project Design Services Submittals will include the following:

- 13.1** 100 Percent Submittal plus 60,90 for Roundabouts new design

13.1.1 The submittal must include the following:

- i. Responses to 60, 90, & 100 percent review comments;
- ii. Two (2) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Plans;
- iii. Two (2) original Project Manuals and Bid Documentation for advertisement and letting;
- iv. Two (2) original Storm Water Pollution Prevention Plan for Construction; and
- v. PDFs of the 100 percent submittal documents.

14.0 BID PHASE SERVICES (ESP)

Bid Phase Services will include the following:

- 14.1** The CONSULTANT will attend the Pre-Bid Meeting (in-person) with the CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to the CITY within three (3) business days of the meeting. The PM and 1 support staff will attend the meeting.
- 14.2** The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;
- 14.3** The CONSULTANT will attend the formal bid opening. The PM and 1 support staff will attend the meeting.
- 14.4** The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from the CITY; and
- 14.5** The CONSULTANT will furnish a set of Final Conformed Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan to the awarded Contractor including all Addenda.

15.0 Section 15 is reserved.

16.0 ADDITIONAL SERVICES

16.1 PUBLIC INVOLVEMENT – Intersection Design

One BAI Environmental staff member will attend a stakeholder meeting. BAI Environmental will prepare PowerPoint slides to be utilized at the meetings and assist in communicating environmental constraints and commitments. ESP Project Manager and two (2) support staff will attend the group stakeholder meeting and (1) for public on the Intersection Design.

PSSA # 3 Addendum to EXHIBIT B- Kelly Lane Phase 3- Redesign Fee Schedule for Basic Services				
Description of Work or Task	V&A	BAI	TOTAL ODE	TOTAL SALARY
1.0 Project Administration and Coordination Services	\$43,881.68			\$43,881.68
4.0 Surveying Services - Metes & Bounds	\$105,440.00		\$3,537.00	\$105,440.00
8.0 Traffic Control Plan Services - Roundabout Design	\$125,530.00			\$125,530.00
9.0 Roadway Design Revisions	\$282,378.76			\$282,378.76
10.0 Drainage Design Revisions	\$182,190.00			\$182,190.00
11.0 Traffic, Signing and Pavement Marking Services Revisions	\$9,260.00			\$9,260.00
12.0. Environmental SW3P	\$46,640.84			\$46,640.84
13.0 Submittal Requirements	\$49,427.30			\$49,427.30
14.0 Bid Phase Services	\$15,183.36			\$15,183.36
Other Direct Expenses	\$4,435.00		\$4,435.00	\$4,435.00
Grand Totals (LABOR + ODE)	\$859,931.94		\$7,972.00	\$867,903.94

PSSA #3 to EXHIBIT B Intersection Analysis Fee Schedule for Additional Services				
Description of Work or Task	V&A	BAI	TOTAL ODE	TOTAL SALARY
16.1 Public Involvement Services	\$8,104.16	\$18,120.00	\$0.00	\$26,224.16
Grand Totals (LABOR + ODE)	\$8,104.16	\$18,120.00	\$0.00	\$26,224.16

EXHIBIT B Fee Schedule for All Services	
Fee Schedule for Basic Services	\$867,903.94
Fee for STV for Utility Coordination And Water Design	\$316,060.00
Fee Schedule for Additional Services	\$26,224.16
Grand Totals (LABOR + ODE)	\$1,210,188.10

ADDENDUM #3 to EXHIBIT B - Intersection Design, Analysis PS

KELLY LANE PHASE 3 - Intersection Analysis & PS&E services
Summary of Manhours - Basic Services
Vickrey & Associates, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
1.0 Project Administration and Coordination Services													
1.2 Monthly Invoice	10											16	26
1.6 Monthly meetings w/ CITY (in-person)	24	24											48
1.8 Comment Resolution (30,60, 90, 100%)	8	16		24									48
1.9 Coordination	24	24											48
1.12 Travis County Coordination	12	12		12									36
Subtotal	78	76	0	36	0	0	0	0	0	0	0	16	206
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$19,890.00	\$17,100.00	\$0.00	\$5,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,131.68	\$43,881.68

SUBTOTAL	\$43,881.68
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
8.0 Traffic Control Plan Services - Roundabout Design													
8.1 TCP Phased Layouts and Plans (80 sheets)	16	40		60	180	200		240					736
8.2 Advance Warning Layout		4		8	16	8							36
8.3 Sequence of Construction Narrative	4			8	16	8							36
8.4 Calculate quantities and prepare summary sheet (6 sheets)	4	8		8	16	50		80					166
Subtotal	24	52	0	84	228	266	0	320	0	0	0	0	974
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$6,120.00	\$11,700.00	\$0.00	\$13,440.00	\$28,500.00	\$38,570.00	\$0.00	\$27,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,530.00

SUBTOTAL	\$125,530.00
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KELLY LANE PHASE 3 - Intersection Analysis & PS&E services
Summary of Manhours - Basic Services
Vickrey & Associates, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
9.0 Roadway Design Revisions													
9.1 Opinion of Probable Construction Cost	4	8		8	8								28
9.2 Construction Schedule	8			8								4	20
9.3 Project design for changes to public utilities		8		8	16	16							48
Design of Roadway based on Roundabouts along Kelly													
9.4 Proposed typical sections (8 sheets)	8	8		24	40	40							120
9.5 Plan and Profile sheets (22 sheets)	16	30		40	120	120		120					446
9.6 Removal Sheets (10 sheets)	4	8		24	30	80		80					226
9.7 Intersection Layouts	4	8		8	24	24		8					76
9.8 Round-a-bout interection layouts (4 sheets)	4	8		24	24	40		60					160
9.9 Horizontal Alignment Data Sheet		4		4	24	24							56
9.10 Driveway P&P (8 sheets)	4	8		24	30	60		60					186
9.11 Roadway Cross Sections (140 sheets)	8	16		30	80	120		100					354
9.12 Earthwork Summary Table (1 sheet)	1	2		20	20	10		10					63
9.13 Miscellaneous Roadway Details	1	4		8	20	24		8					65
9.14 Updated Quantities/Summary	4	10		16	30	24		8					92
9.15 Updated construction cost		4		8	20								32
9.16 Revise the Project Manual with the Waterline	4	8		24	24	16						8	84
Subtotal	70	134	0	278	510	598	0	454	0	0	0	12	2056
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$105.00	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$17,850.00	\$30,150.00	\$0.00	\$44,480.00	\$63,750.00	\$86,710.00	\$0.00	\$38,590.00	\$0.00	\$0.00	\$0.00	\$848.76	\$282,378.76

SUBTOTAL	\$282,378.76
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ADDENDUM #3 to EXHIBIT B - Intersection Design, Analysis PS

KELLY LN PHASE 3
Summary of Manhours - Basic Services
Vickrey & Associates, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
10.0 Drainage Design Revisions													
10.1 Internal Drainage Area Maps	4	8		24	60	75		60					231
10.2 Storm Sewer Analysis	4	36		60	130	24							254
10.3 Drainage Plan & Profile Sheets	4	30		100	160	215	0	160					669
10.4 Quantities		4		16	40								60
10.17 Summary Sheets & cost estimate	4	8		8	8	50		50					128
Subtotal	16	86	0	208	398	364	0	270	0	0	0	0	1342
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$4,080.00	\$19,350.00	\$0.00	\$33,280.00	\$49,750.00	\$52,780.00	\$0.00	\$22,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182,190.00

SUBTOTAL	\$182,190.00
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KELLY LN PHASE 3
Summary of Manhours - Basic Services
Vickrey & Associates, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
11.0 Traffic, Signing and Pavement Marking Services Revisions													
11.1 Signing and Pavement Marking Layouts	8			8	8								24
11.2 Prepare Pavement Marking Details													0
11.3 Special sign panel details													0
11.4 Summary of Small Signs				4	8								12
11.5 Calculate quantities and prepare summary sheet	4			8	8								20
11.6 Standards													0
Subtotal	12	0	0	20	24	0	0	0	0	0	0	0	56
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$3,060.00	\$0.00	\$0.00	\$3,200.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,260.00

SUBTOTAL	\$9,260.00
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
12.0. Environmental SW3P													
12.1. EPIC Sheet				4		4							8
12.2. SW3P Narrative Sheet				4		4							8
12.3. SW3P Layouts	2	8		8	16	40		48					122
12.4. SW3P Summary Sheet	1	6		8	24	20							59
12.5. SW3P & BMP Plan	2	8		8	24	24		40					106
12.6. Travis County Permitting	2	8		8		16						8	42
Subtotal	7	30	0	40	64	108	0	88	0	0	0	8	345
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$1,785.00	\$6,750.00	\$0.00	\$6,400.00	\$8,000.00	\$15,660.00	\$0.00	\$7,480.00	\$0.00	\$0.00	\$0.00	\$565.84	\$46,640.84

SUBTOTAL	\$46,640.84
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ADDENDUM #3 to EXHIBIT B - Intersection Design, Analysis PS

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
13.0 Submittal Requirements													
13.1 30% Submittal	8	8		16	24	8		8					72
13.2 60% Submittal	8	8		16	24	8		8					72
13.3 90% Submittal	8	8		16	24	8		8					72
13.1 30, 60% Submittal and Address Comments	8	16		24	24	8		16				10	106
Subtotal	32	40	0	72	96	32	0	40	0	0	0	10	322
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$8,160.00	\$9,000.00	\$0.00	\$11,520.00	\$12,000.00	\$4,640.00	\$0.00	\$3,400.00	\$0.00	\$0.00	\$0.00	\$707.30	\$49,427.30

SUBTOTAL	\$49,427.30
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	LANDSCAPE ARCHITECT	CADD OPERATOR	JUNIOR CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COST
14.0 Bid Phase Services													
14.1 Pre-Bid Meeting	8			8								2	18
14.2 Respond to Contractor questions	4	4		8		8						2	26
14.3 Attend formal bid opening	8												8
14.4 Prepare bid tabs, analyze bids, & provide recommendation	4											24	28
14.5 Provide final documents to Contractor	4					8						4	16
Subtotal	28	4	0	16	0	16	0	0	0	0	0	32	96
HOURLY CONTRACT RATE	\$255.00	\$225.00	\$185.00	\$160.00	\$125.00	\$145.00	\$98.59	\$85.00	\$162.25	\$98.59	\$75.00	\$70.73	
TOTAL LABOR COSTS	\$7,140.00	\$900.00	\$0.00	\$2,560.00	\$0.00	\$2,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,263.36	\$15,183.36

SUBTOTAL	\$15,183.36
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KELLY LN PHASE 3
Summary of Manhours - Basic Services
Vickrey & Associates, LLC

KELLY LN PHASE 3 -Intersection Analysis & PS&E services
Summary of Direct Expenses - Basic Services
Vickrey & Associates, LLC

Other Direct Expenses	Unit	QTY	RATE	COST
Direct Expenses				
I. Mileage	mile	800	\$0.56	\$448.00
II. Copies - 11 x 17	each	1500	\$0.30	\$450.00
III. Large Format Plotting	sf		\$4.00	\$0.00
IV. Overnight shipping / Courier	each		\$50.00	\$0.00
				\$0.00
SUBTOTAL DIRECT EXPENSES				\$898.00

SUBTOTAL	\$898.00
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SUMMARY COSTS	
1.0 Project Administration and Coordination Services	\$43,881.68
6.0 Utility Coordination Services & Water/Wastewater Design	\$0.00
8.0 Traffic Control Plan Services - Roundabout Design	\$125,530.00
9.0 Roadway Design Revisions	\$282,378.76
12.0. Environmental SW3P	\$46,640.84
13.0 Submittal Requirements	\$49,427.30
Other Direct Expenses	\$898.00
TOTALS	\$755,389.94

ADDENDUM #3 to EXHIBIT B - Intersection Design Analysis

KELLY LN PHASE 3 Summary of Manhours - Basic Services Vickrey & Associates, LLC

TASK DESCRIPTION	Survey Manager	RPLS	Sr. Survey Tech	Survey Tech	Admin	3-Man Crew	TOTAL LABOR HR AND COST
4.0 Surveying Services - Metes & Bounds							
4.1 Revise Boundary Surveys, ROW Map, Parcel Plats and Property Descriptions (29 Parcels, 32 Easements)							0
a. Revise Metes and Bounds for Additional ROW 2-feet (45 exhibits)	24	200	400	16	24		664
Subtotal	24.00	200.00	400.00	16.00	24.00	0.00	664
HOURLY CONTRACT RATE	\$225.00	\$200.00	\$140.00	\$125.00	\$85.00	\$225.00	
TOTAL LABOR COSTS	\$5,400.00	\$40,000.00	\$56,000.00	\$2,000.00	\$2,040.00	\$0.00	\$105,440.00

KELLY LN PHASE 3 Summary of Direct Expenses - Basic Services Vickrey & Associates, LLC

Other Direct Expenses	Unit	QTY	RATE	COST
Direct Expenses				
I. Mileage	mile	300	\$0.67	\$201.00
II. Meals	DAY/PERSON	12	\$64.00	\$768.00
III. Hotel Taxes	DAY/PERSON	12	\$30.00	\$360.00
IV. Hotel	DAY/PERSON	12	\$184.00	\$2,208.00
V. GPS Receiver	daily	0	\$20.00	\$0.00
				\$0.00
SUBTOTAL DIRECT EXPENSES				\$3,537.00

ADDENDUM #3 to EXHIBIT C - Intersection Design Analysis

KELLY LN PHASE 3
Summary of Manhours - Additional Services
Blanton & Associates, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENV PROFESSIONAL	STAFF SCIENTIST II	STAFF SCIENTIST I	ENV TECHNICIAN II	ENV TECHNICIAN I	GIS Analyst/ Cartography	GIS TECHNICIAN	Clerical/ Administrative	TOTAL LABOR HR AND COST
16.1 Public Involvement Services										
a. Open House / Public Meeting	3	8	8	32			4	25	3	83
b. 2nd Public Meeting Intersection Design Public Meeting	3	12	10	32			4	25	3	89
Subtotal	6	20	18	64	0	0	8	50	6	172
HOURLY CONTRACT RATE	\$160.00	\$140.00	\$120.00	\$110.00	\$90.00	\$80.00	\$100.00	\$80.00	\$60.00	
TOTAL LABOR COSTS	\$960.00	\$2,800.00	\$2,160.00	\$7,040.00	\$0.00	\$0.00	\$800.00	\$4,000.00	\$360.00	\$18,120.00

SUBTOTAL	\$18,120.00
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KELLY LN PHASE 3
Summary of Direct Expenses - Additional Services
Blanton & Associates, Inc.

SUMMARY COSTS - FUNCTION CODES	
16.1 Public Involvement Services	\$18,120.00
OTHER DIRECT EXPENSES - 16.2 Public Involvement	\$0.00
TOTALS	\$18,120.00



May 28, 2024

Mr. Kenneth Rogers, PE, CFM
Vice President
Public Infrastructure
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, TX 78216
Attn: Akhter Hussain, P.E.

Re: Kelly Lane Phase 3: PSSA No. 1 -
Utility Coordination & City of Pflugerville Water/Wastewater Utility Relocation Design

Dear Mr. Rogers

This proposal is in response to the City's request for STV to develop a level of effort associated with the analysis and design of the City of Pflugerville's water & wastewater utility relocation for the Kelly Lane Phase 3 roadway project. This proposal also includes effort associated with the additional utility coordination completed by STV between August 2021 and May 2023 along with services to complete the remaining Utility Coordination services for the final joint bid PS&E.

The total request included in this proposal is **\$316,060.00** for the project management, utility coordination, and the design phase, bid phase, and construction phase services for the w/www utilities. The attached documents contain the scope of completed effort, work to be completed, and their associated fees.

Should you have questions or require additional information, please do not hesitate to contact me at 210.798.2304 or Javier.esquivel@stvinc.com.

Sincerely

A handwritten signature in black ink, appearing to read 'Javier Esquivel', written in a cursive style.

Javier A. Esquivel, PE
Project Manager
Water/Wastewater Group

**SCOPE OF SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
KELLY LANE PHASE 3
PFLUGERVILLE, TEXAS**

Background

CP&Y, Inc. is pleased to present the attached scope and fee proposal package for the additional utility coordination hours and project schedule extension for the Kelly Lane Phase 3 (KL3) project. This proposal includes hours for additional utility coordination meetings due to the extension of the project schedule , addition of the redesign of project intersections and additional coordination/correspondence with the Utility Coordination Team for the City of Pflugerville's Bond Program.

Under the original agreement, dated August 27th, 2021, the KL3 project design was estimated to be complete in August 2022, twelve (12) months. Additional meetings with Bond Program Utility Coordination team were requested of STV between August 2022 and May of 2023. With the design schedule extension caused by the addition of the Weiss waterline and drainage design change, and intersection design change, additional utility coordination meetings have been conducted and additional meetings will be required for the completion of project.

STV will also perform City of Pflugerville water and wastewater relocation design, bid phase coordination, and utility coordination as part of the Kelly Lane Phase 3 project.

Section I of the supplemental agreement is to provide engineering services for the analysis and design for the relocation of the City of Pflugerville Water (W) and Wastewater (WW) utilities located within the Kelly Lane Phase 3 Corridor. These utilities were identified as potential conflicts as part of the KLP3 utility coordination and conflict identification.

Section II of the supplemental agreement includes the additional services already provided by STV between 08/2021 and 05/2023 .

Section III of this agreement includes services for STV to complete the remaining Utility Coordination for the final joint bid PS&E.

The requested change is not anticipated to require additional environmental evaluation, permitting, or geotechnical evaluation associated with the water line project. Impacts beyond the items identified in the Scope of Work and assumptions will result in Additional Services.

I. BASIC SERVICES – KELLY LANE PHASE 3 – CITY WATER & WASTEWATER UTILITY RELOCATION DESIGN

Roadway: Kelly Lane Phase 3
County: Travis County
Limits: Moorlynch Avenue to Weiss Lane

Description: As part of the Kelly Lane Phase 3 project, various conflicts with City of Pflugerville water and wastewater utilities were identified to require evaluation and relocation design. The engineering services include the evaluation and subsequent alignment recommendations, design, bid and construction phase services for the following segments:

- Water Pipeline Relocation
 - 12-inch Water Line – Hidden Lake Dr.: Relocation of approximately 400 LF. Includes water valves, fittings, tees, and tie-ins.
- Wastewater Pipeline Relocation
 - UNK-inch Wastewater Line – Jakes Hill Rd.: Relocation of approximately 280 LF of unknown diameter and material wastewater line. Includes manhole relocation.
 - 6-inch Wastewater Line – Pleasant Bay Dr.: Relocation of approximately 60 LF of 6-inch wastewater line. Includes manhole relocation.
 - 8-inch Wastewater Line – Hodde Lane.: Relocation of approximately 110 LF of 8-inch wastewater line. Includes manhole relocation.
 - 36-inch Wastewater Line – Weiss Ln.: Relocation of approximately 360 LF of 36-inch wastewater line. Includes manhole relocation.
 - 36-inch Wastewater Line – “Old” Kelly/Weiss Ln.: Relocation of approximately 360 LF of 36-inch wastewater line. Includes manhole relocation.
 - 8-inch Wastewater Force Main – “Old” Kelly/Weiss Ln.: Relocation of approximately 200 LF of 8-inch wastewater force main.

It is assumed that these segments will be designed, bid and constructed under the Kelly Lane Phase 3 (KLP3) Construction Documents. The evaluation includes elements needed to develop recommended alignment and design for each segment, and coordination for geotechnical, environmental engineering, SUE, and survey performed by Vickrey as part of the KLP3 project. The work will be done in accordance with the City’s Engineering Design Manual, Construction Standards, Standard Specifications, and Texas Commission on Environmental Quality (TCEQ) Rules current from the date of contract execution.

A. Project Management

1. Project Administration: Maintain communication with the City and General Engineering Consultant (GEC) to advance project delivery, coordinate and manage the design team including internal coordination meetings, document Project communications and maintain Project files, manage project schedule, and submit monthly invoices and summary of work performed.
2. Project Meetings: Attend virtual meetings with the City, GEC, and Vickrey, including preparing and distributing meeting agendas 24 hours before the meeting, and prepare

and distribute meeting minutes within five (5) business days of each meeting, for the following meetings:

- a. Twelve (12) monthly project progress meetings,

B. Design Phase Services

1. Design-Phase Coordination and Permitting:

Unless otherwise noted, coordination items under this section are specifically related to the identified water and wastewater conflict relocations, and not intended to include design phase coordination for the overall Kelly Lane Phase 3 roadway project.

- a. Kelly Lane Phase 3 Roadway Design Team Coordination (Vickrey): Regular design coordination and file sharing with Vickrey during the design phase to coordinate Project alignments, avoid conflicts, plan project bidding and construction schedules, and share survey and design CAD files. Traffic Control Plan (TCP) and Storm Water Pollution Prevention Plan (SW3P) for the W/WW relocations shall performed by the Vickrey and incorporated into the existing TCP and SW3P for the roadway construction. STV shall provide Vickrey with the locations, and all CAD files, of the proposed re-alignments to be updated in the existing plans. Updates to the TCP and SW3P shall be performed by Vickrey.
- b. Survey/SUE Coordination: STV shall coordinate with Vickrey to request additional topographic survey, and required revisions to metes and bounds documents to reflect updates in the project area. All survey work in the Kelly Lane Phase 3 project corridor will be performed by others.
- c. Travis County Coordination: Prepare and submit the proposed utility relocation plans for Travis County Development Services review and permitting. It is assumed that fees will be waived by the County. Any additional fees required will be paid for by the City.
- d. Texas Commission on Environmental Quality (TCEQ) Coordination: Prepare and submit Public Water System Plans for Review, and accompanying documentation, to the TCEQ in accordance with Texas Administrative Code, Title 30, Chapter 290, Subchapter D, and provide letter to TCEQ for wastewater improvements.
- e. Right-of-Way/Easement Coordination: Coordination with City's Right-of-Way Manager and Right-of-Way Services representative during right of entry coordination and easement acquisition process. STV shall respond to requests from the City's Right of Way Services representative for the purposes of providing project information.

2. Data Review.

- a. Perform a comprehensive data needs assessment and submit to the City a written list of any outstanding data required to complete the design of the Project.
- b. Review record drawings for utilities within the Project area, Water Master Plan, and existing data pertinent to the Project. Existing data to be provided by the City.
- c. Review property lines, proposed right of way and easements, surface features, topographic survey data, and existing utility connection depths to establish minimum cover and design requirements for the proposed alignments. Data to be provided by Vickrey.

3. Alignment Evaluation.
 - a. Recommend final alignments for each water and wastewater conflict noted above, and develop one (1) exhibit identifying limits of conflict with existing City water and wastewater utilities, and proposed relocation alignment for CITY review and approval.
4. 90% Plans and Construction Documents.
 - a. Incorporate review comments from the Schematic Design review.
 - b. Prepare 90% design documents that meet the requirements of the City and the TCEQ. The 90% Submittal will include the following Plan and Profile Sheets to be incorporated into the Kelly Lane Phase 3 design documents:
 - 12-inch Water Line – Hidden Lake Dr – 400 LF
 - UNK-inch Wastewater Line – Jakes Hill Rd – 280 LF
 - 6-inch Wastewater Line – Pleasant Bay Dr. – 60 LF
 - 8-inch Wastewater Line – Weiss Ln. – 110 LF
 - 36-inch Wastewater Line – Weiss Ln. – 360 LF
 - 36-inch Wastewater Line – "Old" Kelly Ln/Weiss Ln. – 360 LF
 - 8-inch Wastewater Force Main – Weiss Ln. – 200 LF

The proposed utility relocations shall be tied to the stationing used in the KLP3 roadway project.
 - c. Develop project layout sheets, boundary map, and general notes
 - d. Prepare City standard detail sheets.
 - e. Coordinate with the 12" waterline design team to add any Project Specific Details for pipeline components required for the W/WW relocations.
 - f. Prepare Construction Documents and technical specifications as necessary, including Special Specifications or Special Provisions.
 - g. Coordinate with Vickrey for incorporation of W/WW relocation design into overall Kelly Lane Phase 3 project sequencing plan, traffic control plan and SW3P documents. These documents shall be developed by Vickrey, with input from STV.
 - h. Prepare 90% Opinion of Probable Construction Cost (OPCC) – Class 1 AACE Estimate.
 - i. Perform internal QA/QC of plans and project documents and incorporate review comments into 90% deliverable.
5. TCEQ Permitting Set Plan
 - a. Incorporate City's 90% review comments into TCEQ permitting set. Respond in writing to all plan reviewer comments on the benchmark design submittals. Incorporate all agreed to plan reviewer comments. Responses shall include explanations for any items in disagreement. Comments and revisions shall be incorporated into the deliverables for the next submittal.
 - b. Develop Signed and Sealed Permitting Set for TCEQ Review. Estimated TCEQ review time is 60 days
6. Issued for Bid Plans and Construction Documents.
 - a. Incorporate TCEQ review comments and City comments into issued for bid plans and project documents.

- b. Prepare and consolidate final Construction Plans, Specifications, and Project Manual (Front End Documents to be provided by GEC) for Bid Phase, including plan revisions based on permitting and coordination identified in earlier task.

C. Bid Phase Services

1. Attend the virtual Pre-Bid Meeting with the City and prospective bidders.
2. Respond to prospective bidder questions raised related to City water and wastewater utilities during the bidding process and develop addenda to the Bid Documentation, as required. Any questions related to Kelly Lane Phase 3 projects will be reviewed and responded to by Vickrey, including development of addenda.
3. Attend the virtual Bid Opening Meeting.
4. Prepare a bid tabulation, analyze bids and check bidder references. This information will be provided to Vickrey and the City. The Bid is anticipated to be Competitive Sealed Proposals, and the detailed proposal information shall be evaluated scored by the City, GEC, and Vickrey. A Recommendation to Award letter will be developed and provided by Vickrey as the engineer of record for the overall project.
5. Coordinate for the submittal of a set of Final Conformed Construction Project Manual incorporating all Bid Addenda and including all plan sheets, specifications, and Storm Water Pollution Prevention Plan. Documents designed by others shall be revised and submitted to STV for assembly of a completed conformed document set.

D. Construction Phase Services for City Water and Wastewater Utilities

1. Attend one (1) pre-construction conference with the City and the Contractor and issue meeting minutes to the attendees.
2. Attend up to twelve (12) monthly progress meetings with the City and the Contractor to review progress, outstanding action items and issues, and schedule. Engineer will issue meeting minutes to the attendees.
3. The Engineer will make periodic visits to the Project site and prepare site visit reports 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 per month for a total of twelve (12) months. 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 Project Manual. The purpose of such project site visits, and such observations is to keep the City 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 Construction Contract Documents. 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.
4. Review Contractor's Requests for Information (RFIs) and respond accordingly. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Project Manual. Anticipate review of up to sixteen (16) RFIs.

5. Review and make recommendations to the City regarding change orders as appropriate and when directed by the City 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. Anticipate preparation of up to six (6) Change Orders.
6. 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 Project Manual, but only for conformance with the design concept indicated in the Construction Project Manual. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer will prepare and maintain submittal log. Anticipate review of up to sixteen (16) submittals.
7. Review Contractor's monthly pay request as needed after review and acceptance by the City's field representative.
8. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the City's representative and the Contractor, a site visit to determine if the work is substantially complete. If the City 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 City 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 City for final payment to the Contractor.
9. Receive, review and transmit to the City Close-Out Documents, including maintenance and operating instructions, warranties and guarantees, close-out checklist items, marked up record documents received from the Contractor, which reflect field changes to the conformed 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.
10. Prepare Project record drawings incorporating compiled change orders and field changes that are received from the City and the Contractor. One (1) full size sets of prints, one (1) PDF of "Record Drawings," and one AutoCAD file will be submitted by the Engineer to the City.

II. BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION (ADDITIONAL SERVICES ALREADY COMPLETED BY STV BETWEEN 08/22 – 05/23)

The scope of work described in this section is related to the completed Utility Coordination Services provided by STV as a result of the additional meetings with the Bond Program Utility Coordination Team, at the request of the City & GEC. Updates to Utility Coordination documents were also requested by the City's Bond Program Utility Coordination team

A. Utility Coordination

1. Coordination Meetings: STV coordinated with the utilities identified in the UC Matrix and Layout for updates on their utility relocation status. STV performed the following:
 - a. Group Progress Meeting (All Utilities/City Bond Program): Ten (10) virtual and three (3) in-person meetings with the following utilities were attended by STV. There were no Bond Program Meetings included in the original scope.
 - Atmos Energy
 - Manville WSC
 - AT&T Local
 - AT&T Legacy
 - Oncor
 - Charter/Spectrum
 - Grande
 - Suddenlink
 - MCI/Verizon
 - City of Pflugerville (STV)
 - b. Individual Meetings: Twenty (20) additional individual meetings were performed by STV with the utilities listed above as a result of the design/ROW & Easement schedule revisions to the Kelly Lane Phase 3 Roadway Project.
2. KLP3 Roadway Coordination: Additional utility conflict review was performed due to the revisions to the KLP3 drainage design revisions. STV reviewed the provided utility's relocation plans for additional conflicts, to assure compliance with the roadway plans and provided the recommendations to Vickrey for final review and concurrence. STV will also evaluated alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.
3. STV updated the existing Utility Tracking Report (matrix) for the Bond Program Utility Coordination Meetings. The Utility Tracking Report will included the following information as applicable:
 - a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - b. Location of Conflict, identified by station and offset;
 - c. Type of facility;
 - d. Expected clearance date;

- e. Status;
 - f. Effect on construction;
 - g. Type of adjustment required;
 - h. Critical path item? Yes or no;
 - i. Cost of Relocation to City;
 - j. Exclusive/Non-Exclusive easement? Yes or no, maintain exclusivity yes or no; and
 - k. Consideration of shared duct bank.
4. STV reviewed and updated the existing Utility Tracking Layouts for review during group and individual meetings. STV updated and maintained the existing utility conflict layout in Microstation. This layout included existing utilities provided by others which are to remain in place or be abandoned, and adjusted utilities.

III. BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION

The scope of work described in this section is related to providing Utility Coordination Services. STV is not performing design of the KLP3 roadway design and associated improvements unless specifically identified in this Scope of Work. STV takes no responsibility for any design component, quality, deliverable, schedule, easement acquisition activities, permitting or issue resolution related to project elements outside the specific design scope of work to be performed by STV (Task I and II).

A. Utility Coordination

Utility Coordination Services will include the following:

1. Data Transfer: STV will coordinate with the City Bond Program Utility Coordinator and GEC on the transfer of completed UC records. This includes but is not limited to the following:
 - a. Utility Conflict Matrix
 - b. Utility Conflict Layout Sheets
 - c. Utility Coordination Correspondence Log
 - d. Utility Contact List
2. Coordination Meetings: STV will Coordinate with the utilities identified in the UC Matrix and Layout for updates on their utility relocation status. STV shall notify the City/GEC at least five (5) business days in advance of each meeting to allow the City/GEC the opportunity to participate in the meeting. STV shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. STV will coordinate the Meetings as follows:
 - b. Group Progress Meeting (All Utilities): Up to six (6) virtual and two (2) in-person meetings with the following utilities to provide overall project updates and coordinate schedule.
 - Atmos Energy
 - Manville WSC
 - AT&T Local
 - AT&T Legacy
 - Oncor
 - Charter/Spectrum
 - Grande
 - Suddenlink
 - MCI/Verizon
 - City of Pflugerville
 - c. Individual Meetings (30 Individual Meetings (Up to three (3) meetings per Utility)). STV will schedule three (3) individual meetings with each required utility company and owner or owner's representatives for coordination purposes

- and relocation design updates. Such meetings shall commence as early as possible in the design process and shall continue until completion of the project.
3. KLP3 Roadway Coordination: STV shall review the utility's relocation plans for additional conflicts as a result of design updates to the KLP3 Roadway project, to assure compliance with the roadway plans and provide the recommendations to Vickrey for final review and concurrence. STV will also evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility. STV shall coordinate with Vickrey on the incorporation of the proposed relocations in the roadway P&P sheets. The update of the roadway design sheets shall be the responsibility of Vickrey.
 4. STV will review and update the existing Utility Tracking Report (matrix). The Utility Tracking Report will include the following information as applicable:
 - a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - b. Location of Conflict, identified by station and offset;
 - c. Type of facility;
 - d. Expected clearance date;
 - e. Status;
 - f. Effect on construction;
 - g. Type of adjustment required;
 - h. Critical path item? Yes or no;
 - i. Cost of Relocation to City;
 - j. Exclusive/Non-Exclusive easement? Yes or no, maintain exclusivity yes or no; and
 - k. Consideration of shared duct bank.
 5. STV will review and update the existing Utility Tracking Layouts. STV will update and maintain the existing utility conflict layout in Microstation. This layout shall include existing utilities provided by others which are to remain in place or be abandoned, and adjusted utilities. As required STV shall coordinate with the local utility committees to present a footprint of the project with represented utility companies and owners. STV shall also coordinate with other utility committees which may include county, state, or other officials, if needed. This includes providing updated plans, exhibits and other relevant project material as needed. STV will submit the Utility Conflict Matrix and Existing Utility Conflict Layout at the 90 and 100 percent design phase submittal.
 6. STV shall update the list of utilities specifying the point of contact and an emergency contact for each. This list may contain design consultants, contractors involved, or departments of the Utility Owner that may become involved as the project progresses.

7. Construction Phase Services: STV shall 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 per month for a total of twelve (12) months. The purpose of such project site visits, and such observations is to keep the City 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 Construction Contract Documents. 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.

Deliverables to be submitted at 90% and 100% submittals:

- Utility conflict matrix
- Existing Utility Conflict layout (11x17 sheets)
- Utility relocation estimate prepared by others (Utility Companies)

IV. ASSUMPTIONS

- Section I. Basic Services – Kelly Lane Phase 3 - City of Pflugerville Water & Wastewater Utility Relocation & Design
 - The proposed City of Pflugerville water & wastewater relocations will not require the acquisition of additional easements. Proposed relocations will be located within existing utility easements and/or ROW.
 - Any fees required for permitting will either be waived or paid for by the City.
 - Geotechnical Investigation: No geotechnical investigation is included as part of this scope. The proposed relocations will be based on geotechnical information provided by the Kelly Lane Phase 3 Roadway Design Team and/or 794' PZ Weiss/Kelly Waterline Design Team
 - STV shall provide Vickrey with the proposed relocation locations and necessary files for Vickrey to update the existing TCP accordingly. STV shall not develop TCP as part of the W/WW relocation design.
 - Environmental Evaluation: The proposed relocations shall be located within the corridor for the Kelly Lane Phase 3 construction. It is assumed the corridor for the proposed W/WW relocations has been environmentally evaluated and cleared as part of the Kelly Lane Phase 3 Roadway design. The Engineer will coordinate with the Kelly Lane Phase 3 team to obtain all environmental assessments. The following is not included as part of this scope:
 - Threatened and Endangered Species Habitat Assessment
 - Cultural Resource Assessment
 - Water of the U.S. Determination
 - Hazardous Material Initial Site Assessment
 - Environmental Due Diligence Report
 - Construction Phase Services only include services for the City of Pflugerville water and wastewater utilities. The construction phase management of the project overall,

including contractor coordination, maintaining construction logs, submittal routing and tracking, overall pay application review, issue resolution, etc. related to work outside of the City water and wastewater relocations scope is not included in this Scope of Work.

- Section II. Basic Services – Kelly Lane Phase 3 – Utility Coordination.
 - All design and permitting services associated with the Kelly Lane Phase 3 project which are not outlined in Section I and Section II above shall be the complete responsibility of Vickrey. This includes addressing comments, responding to comments, developing permit documents, acquiring permits, and meeting the project schedule.
 - Management of the overall project, the Kelly Lane Phase 3 design consultant and other consultants associated with the project, and overall transportation program will be led by the City and/or the City's Program Manager.
 - STV shall not be responsible for schedule delays by Others.
 - Additional SUE required for the City of Pflugerville W/WW relocations will be performed by V&A.
 - Utility Coordination: If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to STV. STV shall review existing easement documents and proposed relocation plans to ensure the proposal will not conflict with roadway construction. Compensation negotiations are the responsibility of the City & GEC.

V. TO BE PROVIDED BY THE CITY

The City will furnish the following information and/or perform the following tasks for those items for which the City is offering to provide information on file, the City will endeavor to provide items requested by the Engineer that are readily retrievable and germane to the Project as determined by the City at its sole discretion. Any information supplied by the City to the Engineer will consist of a minimum of one copy in a format deemed appropriate by the City at its sole discretion.

1. Furnish all applicable data and correspondence the City may have on file for the Project.
2. Provide as-built drawings, and right-of-way maps that the City may have on file.
3. Provide any existing survey data the City Team may have on file for the vicinity of the Project.
4. Assist in obtaining information from local, regional, state, and federal agencies, as required.
5. Provide timely reviews at pre-determined Project milestones, decisions, and directions necessary to achieve the agreed upon Project Schedule.
6. Meet on an as needed basis to answer questions, provide guidance, and offer comments.

VI. SCHEDULE

- 90% plans, specifications and OPCC for the water and wastewater line design (Task I & II) shall be completed within 6 months of NTP, utility conflict confirmation, and receipt of required survey and SUE data by others.
- TCEQ Review period is assumed to be 60 days.
- Issued for Bid plans, specifications and OPCC of the water and wastewater line design (Task I) shall be completed within 2 months of receipt of City/agency comments.
- STV shall perform the work identified in this Task III to support the Kelly Lane Phase 3 project schedule as established by Vickrey and Associates. STV shall not be responsible for deliverables or activities developed by others (including private utility relocation construction, easement acquisition, roadway design development), and outside this scope of work.

VII. FEE SCHEDULE

- See attached.

**City of Pflugerville
Kelly Lane Phase 3**

FEE SUMMARY

Task Description		Total Cost
<u>I. BASIC SERVICES - KELLY LANE PHASE 3 - CITY WATER & WASTEWATER UTILITY RELOCATION DESIGN</u>		
A. PROJECT MANAGEMENT	\$	14,160.00
B. DESIGN PHASE SERVICES	\$	97,680.00
C. BID PHASE SERVICES	\$	18,020.00
D. CONSTRUCTION PHASE SERVICES	\$	50,320.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$	180,180.00
<u>II. BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION</u>		
A. UTILITY COORDINATION (Additional Services Performed by STV 08/2022 - 05/2023)	\$	39,160.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$	39,160.00
<u>III. BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION</u>		
A. UTILITY COORDINATION (Remaining Work to Complete Project)	\$	96,720.00
SUB-TOTAL BASIC ENGINEERING SERVICES	\$	96,720.00
TOTAL (BASIC SERVICES)	\$	316,060.00

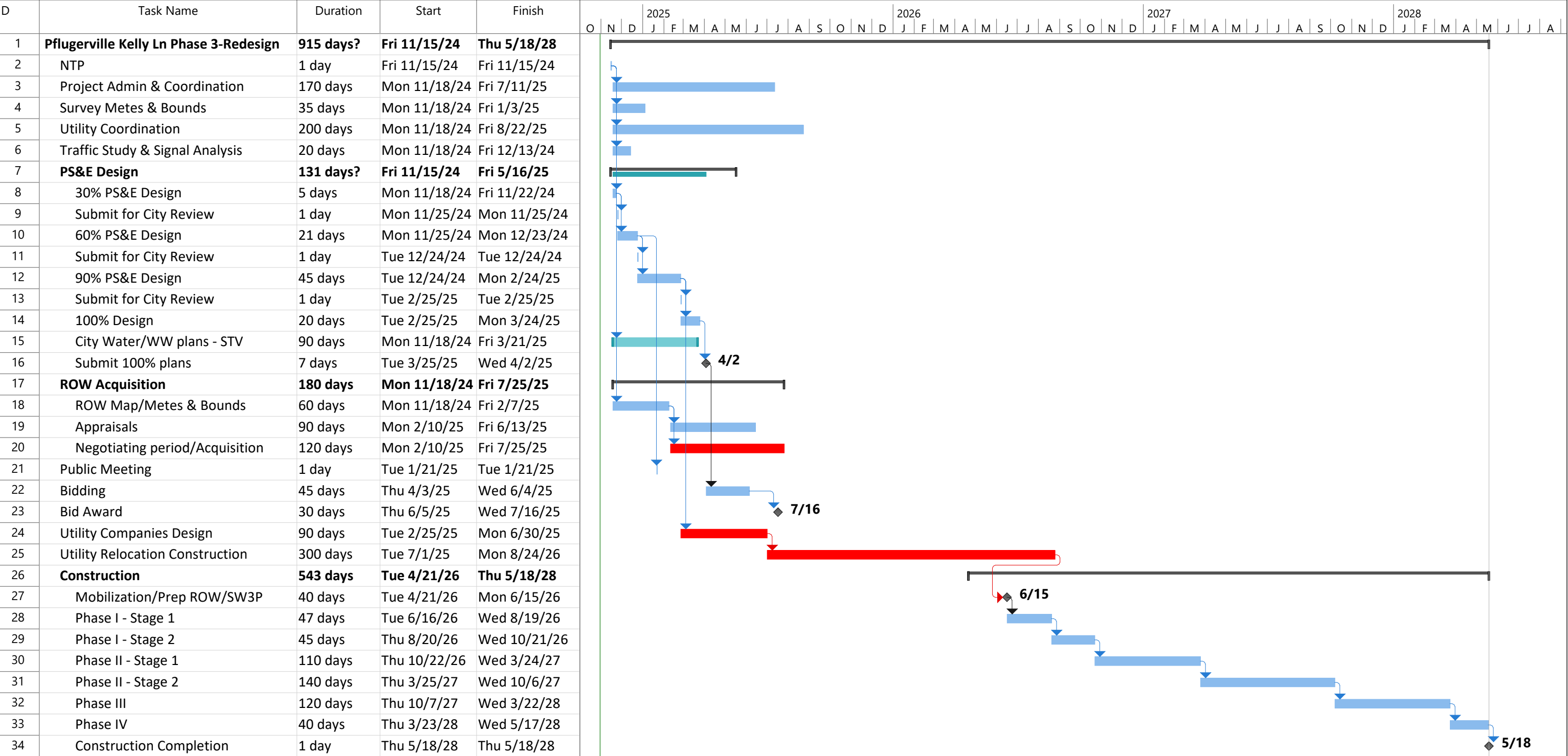
**City of Pflugerville
Kelly Lane Phase 3**

Fee Breakdown - CP&Y Basic Services

Project Phase	Task Description	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$200.00	\$190.00	\$220.00	\$160.00	\$130.00	\$120.00	\$75.00			
I. BASIC SERVICES - KELLY LANE PHASE 3 - CITY WATER & WASTEWATER UTILITY RELOCATION DESIGN											
A.	PROJECT MANAGEMENT										
1	Project Administration			24				16	40	\$ 6,480.00	\$ 14,160.00
2	Project Meetings										
a.	Monthly Progress Meetings (12)			12	12	24			48	\$ 7,680.00	
B.	DESIGN PHASE SERVICES										
1.	Design-Phase Coordination and Permitting:										
a.	Kelly Lane Phase 3 Roadway Design Team Coordination (TCP/SW3P)			8	12	24			44	\$ 6,800.00	\$ 97,680.00
b.	Survey & SUE Coordination				6	10			16	\$ 2,260.00	
c.	Travis County Coordination				8	16			24	\$ 3,360.00	
d.	TCEQ Permitting				4	8			12	\$ 1,680.00	
e.	Right of Way/Easement Coordination				4	8			12	\$ 1,680.00	
2.	Data Review										
a.	Data Needs Assessment			2	4	4			10	\$ 1,600.00	
b.	Record Drawing Review				4	24			28	\$ 3,760.00	
c.	Kelly Lane Phase 3 Data Review			2	8	24			34	\$ 4,840.00	
3.	Alignment Evaluation										
a.	Preliminary Design & Exhibit	4	4	16	4	12	40		80	\$ 12,080.00	
4.	90% Plans and Construction Documents										
a.	Incorporate City's Preliminary Design Comments				4	10	10		24	\$ 3,140.00	
b.	Plan and Profile Sheets				8	28	48		84	\$ 10,680.00	
c.	Layout, Boundary Map, General Notes				4	4	16		24	\$ 3,080.00	
d.	Standard Detail Sheets				4	4	8		16	\$ 2,120.00	
e.	Project Specific Detail Sheets				4	8	8		20	\$ 2,640.00	
f.	Technical Specifications		2		4	20			26	\$ 3,620.00	
g.	Sequencing, Traffic Control, and Erosion/Sedimentation Control Coordination		2		4	12	12		30	\$ 4,020.00	
h.	Opinion of Probable Construction Cost		4		4	24			32	\$ 4,520.00	
i.	Perform Internal QA/QC of 90% Project Documents	8		4					12	\$ 2,480.00	
5.	TCEQ Permitting Set										
a.	Incorporate City Comments into final documents		2		8	12			22	\$ 3,220.00	
b.	Develop Signed & Sealed Set for TCEQ Review	2	2	2	8	12	24		50	\$ 6,940.00	
6.	Issued for Bid Plans and Construction Documents										
a.	Incorporate TCEQ and City Comments into final documents		4	2	4	8			18	\$ 2,880.00	
b.	Prepare Plans and Contract Documents for Bidding	8	4	2		16	40	8	78	\$ 10,280.00	
C.	BID PHASE SERVICES										
1.	Virtual Pre-Bid Meeting (1)		2	2	2	2			8	\$ 1,400.00	\$ 18,020.00
2.	Response to Bidder Questions		2	4	8	16		8	38	\$ 5,220.00	
3.	Virtual Pre-Bid Meeting Prep & Attendance		2	2		4			8	\$ 1,340.00	
4.	Bid Evaluation			4	8	8		4	24	\$ 3,500.00	
5.	Conformed Document Preparation	4		8		16	16		44	\$ 6,560.00	
D.	CONSTRUCTION PHASE SERVICES										
1.	Pre-Construction Meeting (1)			2	2	4			8	\$ 1,280.00	\$ 50,320.00
2.	Monthly Progress Meetings (12)			6	12	24			42	\$ 6,360.00	
3.	Monthly Site Visit (12)				36	36			72	\$ 10,440.00	
4.	RFI Review (16)			2	16	32			50	\$ 7,160.00	
5.	Change Order Review (6)			2	8	12	6		28	\$ 4,000.00	
6.	Submittal Review (16)			2	16	32			50	\$ 7,160.00	
7.	Pay App Review				6	12			18	\$ 2,520.00	
8.	Final Walk Through			4	4	8			16	\$ 2,560.00	
9.	Project Closeout Documentation Preparation				2	8			10	\$ 1,360.00	
10.	Record Drawings	4			8	12	32		56	\$ 7,480.00	
									1,256	\$ 180,180.00	\$ 180,180.00

City of Pflugerville Kelly Lane Phase 3												
Fee Breakdown - CP&Y Basic Services												
Project Phase	Task Description	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	Senior Technician	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$200.00	\$190.00	\$220.00	\$160.00	\$130.00	\$125.00	\$120.00	\$75.00			
II.BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION												
A.	UTILITY COORDINATION (Additional Services Performed by STV 08/2022 - 05/2023)											\$ 39,160.00
1.	Utility Coordination Meetings									0	\$ -	
a.	Group Progress Meetings (10 Virtual Bond Program, 3 In-person Bond Program)			22	24	30			8	84	\$ 13,180.00	
b.	Individual Meetings (20 Utility Meetings)			20	20	30				70	\$ 11,500.00	
2.	Relocation Review & KLP3 Roadway Coordination			4	8	24	16			52	\$ 7,280.00	
3.	Utility Conflict Matrix Update	2			4	16				22	\$ 3,120.00	
4.	Utility Conflict Layout Sheet Update	2			4	8	16			30	\$ 4,080.00	
										258	\$ 39,160.00	\$ 39,160.00

City of Pflugerville Kelly Lane Phase 3												
Fee Breakdown - CP&Y Basic Services												
Project Phase	Task Description	QC Reviewer	Senior Engineer	Project Manager	Project Engineer	EIT	Senior Technician	CAD Technician	Admin	Total Labor Hours	Total Direct Labor Costs	Total Cost by Phase
		\$200.00	\$190.00	\$220.00	\$160.00	\$130.00	\$125.00	\$120.00	\$75.00			
III.BASIC SERVICES – KELLY LANE PHASE 3 –UTILITY COORDINATION												
A.	UTILITY COORDINATION (Remaining Work to Complete Project)											\$ 96,720.00
1.	UC Data Transfer			4		24		16		44	\$ 5,920.00	
2.	Utility Coordination Meetings											
a.	Group Progress Meetings (All Utilities) (6 Virtual & 2 In-Person)		8		14	20		12		54	\$ 7,800.00	
b.	Individual Meetings (30 virtual)		10		30	60		16		116	\$ 16,420.00	
3.	Relocation Review & KLP3 Roadway Coordination		12	4	24	40		36		116	\$ 16,520.00	
4.	Utility Conflict Matrix Update	4	4	2	10	40				60	\$ 8,800.00	
5.	Utility Conflict Layout Sheet Update	4	4	2	10	28		80		128	\$ 16,840.00	
6.	Utility Log/Contact List Update				2	10				12	\$ 1,620.00	
7.	Construction Phase Services (12 months)			12	48	96				156	\$ 22,800.00	
										686	\$ 96,720.00	\$ 96,720.00



Date: Thu 10/31/24

Task

Split

Milestone

Summary

◆

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

◆

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress