

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
Kelly Lane Ph 2 and 3**

**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 Johnson, Mirmiran & Thompson, Inc. (JMT) ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the Consultant partially executed an Agreement with the City for Professional Services ("Agreement") that was approved by the city council on the 27th day of August , 2019 for the Kelly Lane Ph2 and 3 project ("Project") in the amount of \$1,157,068.88; 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:

I.

Article II. Term shall be amended by changing the term of the Agreement to terminate on November 30, 2020, 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 (Exhibit A-1) to Exhibit A.

Article III. Work Schedule and Exhibit B, shall be amended as set forth in the attached addendum (Exhibit B-1) to Exhibit B.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$44,255.00 the amount payable under the Agreement for a total of \$1,201,323.88, as shown by the attached Addendum (Exhibit C-1) to Exhibit C (Fee Schedule).

2.

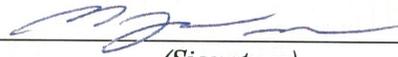
Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF
PFLUGERVILLE**

CONSULTANT

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Matt Werner**

Title: City Manager

Title: **Vice President**

Date: _____

Date: August 30, 2019

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A-1

ENGINEERING SERVICES

Project Background

The City of Pflugerville (City) proposes widening of Kelly Lane from a two-lane roadway to an urban four-lane divided section from Falcon Pointe Drive to Moorlynch Ave (Phase 2) and prepare the design from Moorlynch to Weiss Lane (Phase 3) (The "Project"). Johnson Mirmiran Thompson, Inc. (the "Engineer") has been approved to provide a detailed 30% schematic for both phases and a full PS&E for Phase 2. This scope of services includes field surveying, preparation of right-of-way (ROW) acquisition documents, subsurface utility engineering (SUE), preliminary design, environmental services, geotechnical studies, traffic analysis, landscaping, Plans, Specifications, and Estimate (PS&E) and construction engineering, to be performed by the prime consultant or subconsultant team. It has become necessary to supplement the contract to include design services described below:

- Alignment alternative analysis related to the intersection at Weiss Lane

Design services during development of this project shall be performed in accordance with the 2014 City of Pflugerville Engineering Design Manual & Construction Standards, and TxDOT design manuals (where applicable) located on the TxDOT website. The development of the project shall be consistent with City of Pflugerville procedures and practices and TxDOT (where applicable). This project shall be developed utilizing Microstation V8i SS4 OpenRoads.

Basic Services:

- a. *Alignment alternative analysis*

Special Services:

These services may or may not be needed to complete the project. A separate "Notice to Proceed" from the City will be required prior to performing this work

- a. *No additional special service required for this supplemental*

Project Team Subconsultants

- a. *Inland Geodetics LLC (Field Surveying)*
- b. *The Rios Group, Inc. (Subsurface Utility Engineering Services)*
- c. *Holt Engineering, Inc. (Geotechnical Studies)*

Basic Services

Task: Alignment Alternative Analysis

The Engineer shall develop potential alternative alignments for Kelly Lane at the eastern project termini for operational improvements. The development of alternatives shall be conducted in order to improve operations of Kelly Lane, Weise Lane, Cele Rd, and Hodde Lane. Improvement are not limited to alternative alignments of Kelly lane, but will investigate adjustments/improvement to roadway east of Wiess Lane. The development of alternatives shall be performed in close coordination with City Staff.

a. Alternative Alignments Development

The Engineer shall develop potential alternative alignments for Kelly Lane at the eastern project termini with conceptual drawings. The Engineer should review existing and proposed development, consider natural barriers, environmental, ROW acquisition, traffic operations and other factors that may influence alignment decisions.

b. Planning-Level Engineering Estimate Cost for Identified Alternatives

- The engineer shall develop a preliminary cost estimate that includes construction cost, ROW acquisition, and utility relocations for the purpose of comparing the relative cost of the alignment alternatives.

c. Alternative Analysis

The Engineer shall:

- Develop criteria for comparison and prioritization on each alternative
- Develop a decision matrix for comparison and prioritization of alternative
- Develop recommendation for prioritization of alternatives from this analysis

d. Property Owner Meetings

The Engineer shall support the city by attending meeting with affected property owners. The engineer shall document attendance and provide meeting summaries. The number of assumed affected property owner is 7.

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020	
1	Pflugerville Kelly Lane	310 days?	Mon 9/2/19	Fri 11/6/20	0%			-----					
2	Start Date	0 days	Mon 9/2/19	Mon 9/2/19	0%			-----					
3	Data Collection	25 days	Mon 9/2/19	Fri 10/4/19	0%			-----					
4	Data Collection	25 days	Mon 9/2/19	Fri 10/4/19	0%			-----					
5	Alignment Alternative Analysis	44 days	Mon 9/2/19	Thu 10/31/19	0%			-----					
6	Alternative Alignment Development	20 days	Mon 9/2/19	Fri 9/27/19	0%			-----					
7	Submit Draft Alternatives	1 day	Mon 9/30/19	Mon 9/30/19	0%			-----					
8	Draft Alternative Review	3 days	Tue 10/1/19	Thu 10/3/19	0%			-----					
9	Draft Alternative Meeting	1 day	Fri 10/4/19	Fri 10/4/19	0%			-----					
10	Stateholder Meetings	19 days	Mon 10/7/19	Thu 10/31/19	0%			-----					
11	Draft Schematic Design	60 days	Fri 11/1/19	Thu 1/23/20	0%			-----					
12	Field Survey	25 days	Fri 11/1/19	Thu 12/5/19	0%			-----					
13	Draft Schematic Design	41 days	Fri 11/1/19	Fri 12/27/19	0%			-----					
14	Draft Schematic Design Submittal	0 days	Fri 12/27/19	Fri 12/27/19	0%			-----					
15	Draft schematic Review	5 days	Mon 12/30/19	Fri 1/3/20	0%			-----					
16	Draft Design Meeting	1 day	Mon 1/6/20	Mon 1/6/20	0%			-----					
17	Prepare Public Meeting Exhibits	8 days	Tue 1/7/20	Thu 1/16/20	0%			-----					
18	1st Public Meeting	1 day	Thu 1/23/20	Thu 1/23/20	0%	17FS+4 days		-----					
19	Final Schematic Design	65 days?	Fri 1/24/20	Thu 4/23/20	0%			-----					
20	Final Schematic Design	56 days	Fri 1/24/20	Fri 4/10/20	0%			-----					
21	Final Schematic Design Submittal	0 days	Fri 4/10/20	Fri 4/10/20	0%			-----					
22	Prepare Public Meeting Exhibits	8 days	Mon 4/13/20	Wed 4/22/20	0%			-----					
23	2nd Public Meeting	1 day?	Thu 4/23/20	Thu 4/23/20	0%			-----					
24	60% PS&E	59 days?	Mon 4/13/20	Thu 7/2/20	0%			-----					
25	60% PS&E	41 days	Mon 4/13/20	Mon 6/8/20	0%			-----					
26	60% PSE Submittal Preparation	4 days	Tue 6/9/20	Fri 6/12/20	0%			-----					
27	60% PS&E Submittal	0 days	Fri 6/12/20	Fri 6/12/20	0%			-----					
28	60% PS&E Review	5 days	Mon 6/15/20	Fri 6/19/20	0%			-----					
29	60% PS&E Meeting	1 day?	Mon 6/22/20	Mon 6/22/20	0%			-----					
30	Prepare Public Meeting Exhibits	7 days	Tue 6/23/20	Wed 7/1/20	0%			-----					
31	3rd public meeting	1 day?	Thu 7/2/20	Thu 7/2/20	0%			-----					
32	95% PS&E & Draft Bid Book	50 days?	Tue 6/23/20	Mon 8/31/20	0%			-----					
33	95% PS&E	39 days	Tue 6/23/20	Fri 8/14/20	0%			-----					
34	95% PSE Submittal Preparation	5 days	Mon 8/17/20	Fri 8/21/20	0%			-----					
35	95% PS&E Submittal	0 days	Fri 8/21/20	Fri 8/21/20	0%			-----					
36	95% PS&E Review	5 days	Mon 8/24/20	Fri 8/28/20	0%			-----					
37	95% PS&E Meeting	1 day?	Mon 8/31/20	Mon 8/31/20	0%			-----					
38	Final PS&E & Bid Book	29 days	Tue 9/1/20	Fri 10/9/20	0%			-----					
39	Final PS&E & Bid Book	25 days	Tue 9/1/20	Mon 10/5/20	0%			-----					
40	Final PS&E & Bid Book Submittal Preparation	4 days	Tue 10/6/20	Fri 10/9/20	0%			-----					
41	Final PS&E & Bid Book Submittal	0 days	Fri 10/9/20	Fri 10/9/20	0%			-----					
42	Advertise for bid	10 days	Mon 10/19/20	Fri 10/30/20	0%	41FS+5 days		-----					
43	Bids Received	0 days	Fri 10/30/20	Fri 10/30/20	0%			-----					
44	Bid Recommendation	5 days	Mon 11/2/20	Fri 11/6/20	0%			-----					

Date: Fri 8/30/19	Task		Project Summary		Inactive Summary		Manual Summary		External Milestone		Progress
	Split		External Tasks		Manual Task		Start-only		Finish-only		Deadline
	Milestone		External Milestone		Manual Summary Rollup		External Tasks		External Milestone		Deadline
	Summary		Inactive Milestone		Manual Summary Rollup		External Tasks		External Milestone		Deadline

Exhibit C-1

- A. **Basic Services:** Compensation to CONSULTANT for the Basic Services in Exhibit A-1 shall be the lump sum of \$44,255.00, which includes printing, direct costs and computer charges associated with basic services scope. If CONSULTANT sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A-1, CONSULTANT will notify CITY for CITY's approval before proceeding.

The basis for compensation for Basic Services Fee shall be:

List of Basic Service Tasks	Task Cost
Alignment Alternative Analysis	\$44,255.00
TOTAL	\$44,255.00

- B. **Special Services:** The total fee for Special Services in Exhibit A-1 shall be computed on the basis of the Schedule of Charges but shall not exceed \$0.00. If CONSULTANT sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A-1, CONSULTANT will notify CITY for CITY's approval before proceeding.

List of Special Service Tasks	Task Cost
TOTAL	\$0.00

- C. **Miscellaneous Services:** The fee for Additional Services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

**EXHIBIT C-1
FEE SCHEDULE**

**FOR
Johnson, Mirmiran & Thompson, Inc.**

**Kelly Lane
(Phase 2 and 3)**

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

LUMP SUM AMOUNT (Basic Services)

\$44,255.00

Time and Material Special Services

\$0.00

EXHIBIT C-1
Fee Schedule For Basic Services

Description of Work or Task	Cost / Task Totals
Johnson, Mirmiran & Thompson, Inc. (JMT)	
Task: Alignment Alternative Analysis	\$44,255.00
JMT FEE SCHEDULE SUMMARY	\$44,255.00
TOTAL FEE	\$44,255.00

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.

Description of Work or Task	Project Manager \$230.00/Hr	Senior Prof. 2 \$205.00/Hr	Sr Ecologist APR/Specialist \$190.00/Hr	Sr Project Scientist/Mgn \$185.00/Hr	Senior Prof. 1 \$180.00/Hr	Prof. 2 \$155.00/Hr	Project Scientist \$135.00/Hr	Prof. 1 \$120.00/Hr	Staff Scientist \$100.00/Hr	CAD/GIS Operator II \$88.00/Hr	Field Scientist \$85.00/Hr	Admin / Clerical \$75.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task: Alignment Alternative Analysis														
a. Alternative Alignments Development	8	8	0	0	24	60	0	100	0	0	0	0	200	\$29,100.00
b. Planning-Level Engineering Estimate of Identified Alternatives	1	1	0	0	4	8	0	20	0	0	0	0	34	\$4,795.00
c. Alternative Analysis	4	4	0	0	0	8	0	16	0	0	0	0	32	\$4,900.00
b. Property Owner Meetings	7	0	0	0	0	14	0	14	0	0	0	0	35	\$5,460.00
Alignment Alternative Analysis Subtotal	20	13	0	0	28	90	0	150	0	0	0	0	301	\$44,255.00
Johnson, Mirmiran & Thompson, Inc. Summary	20	13	0	0	28	90	0	150	0	0	0	0	301	\$44,255.00