

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # 1  
FOR  
HEATHERWILDE/WINDERMERE SUBDIVISION STREET RECONSTRUCTION**

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

FIRM:           Halff Associates, Inc. ("Consultant")

ADDRESS:   4030 West Braker Lane, Suite 450, Austin, TX 78759

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas, hereinafter called the "City" and Halff Associates, Inc. , hereinafter called the "Consultant".

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the 28th day of July 2015 for the Heatherwilde/Windermere Subdivision Street Reconstruction project in the amount of \$93,960; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, Work Schedule, and Compensation;

WHEREAS, the parties elect to apply the changes enacted by the 84<sup>th</sup> Legislature in HB 2049, to the indemnity and duties of engineers and architects, to the additional scope of work commenced after the execution of this agreement; and

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

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 B, shall be amended as set forth in the attached addendum to Exhibit B.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$396,928 the amount payable under the Agreement for a total of \$490,888, as shown by the attached Addendum to Exhibit C (Fee Schedule).

Article IX. Insurance, shall be amended by requiring Consultant to name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement under terms satisfactory to the City, as respects operations and activities of, or on

behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

Article X. Indemnification, shall be substituted with:

**10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

**10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.**

**10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2)**

10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**

\_\_\_\_\_  
(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Printed Name: Eric J. Ratzman

Title: Senior Project Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
George Hyde  
City Attorney  
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

## **ADDENDUM TO EXHIBIT “A”**

### **PROPOSED SUPPLEMENTAL SCOPE OF SERVICES For HEATHERWILDE AND WINDERMERE SUBDIVISION STREET RECONSTRUCTION PROJECT– CITY OF PFLUGERVILLE, TEXAS**

#### **PROJECT DESCRIPTION**

The proposed Scope of Services delineates the items that Halff Associates, Inc. (Engineer) will provide to the City of Pflugerville (City) for the project development of Heatherwilde and Windermere Subdivision Street Reconstruction project. Approximately 6,600 linear feet of street in the Heatherwilde Subdivision and 8,500 linear feet of street in the Windermere Subdivision are proposed to be reconstructed based on the recommendations in the Preliminary Engineering Report dated April 2016. The street section will consist of 2 inches of Type C HMA over 8 inches of recycled cement treated base. The project will also include reconstruction of approximately 8,500 linear feet of sidewalk and approximately 250 driveway approaches. Curb and gutter failures will be identified and replaced as part of the project. The services are separated into the following Tasks and described in more detail below:

- Task 1:** Project Management and Coordination
- Task 2:** Data Acquisition
- Task 3:** Design Plans and Construction Documents
- Task 4:** Utility Coordination
- Task 5:** Public Involvement
- Task 6:** Construction Phase Services

#### **TASK 1: PROJECT MANAGEMENT & COORDINATION**

##### **1.1 Progress Meetings, Reports, and Monthly Invoicing**

For the work performed, Engineer will prepare Monthly Progress Reports and advise the City as to the progress of the work. These Reports will include:

- Tasks completed during the reporting period.
- Tasks planned for upcoming periods.
- Issues encountered and recommended actions to address them.
- Overall Project status and development progress, including a tabulation of Tasks showing percentage complete, and supporting documentation

## **1.2 Coordination and administration of work products**

- Coordination - Engineer shall designate one Texas Registered Professional Engineer as the Project Manager responsible for Project management, coordination, and communications
- Administration - Engineer will manage Project activities (including sub-consultants), direct the project team/staff, attend monthly meetings with City staff, handle deliverables, and keep records of project communications / files.

### ***TASK 1 Deliverables:***

- Monthly progress report and invoice

## **TASK 2: DATA ACQUISITION**

### **2.1 Geotechnical**

Geotechnical services were previously performed by HVJ Associates, Inc. and a final report was issued in April 2016. Halff will base the construction plans on said report. No additional geotechnical services are anticipated for this task.

### **2.2 Surveying**

#### **2.2.1 Survey Control**

- Halff shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of Practice for Surveying.
- Halff will recover existing, or establish new survey control sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83/93 datum.
- Vertical positions should be provided on NAVD88 datum
- Determine apparent right-of-way based on plat research. *Legal lot lines will not be established.*

#### **2.2.2 Topographic Survey**

- Perform field survey of the streets shown in Figure 1, right-of-way to right-of-way.
- Obtain spot elevations on driveways at the first joint back from the street edge.
- Obtain break lines and spot elevations sufficient for 1-ft contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Field tie above ground visible improvements.
- Tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs

and gutter, sidewalks, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies. *Note: does NOT include tying irrigation heads; irrigation heads are often below the grass and not readily visible/locatable.*

- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.

### **2.3 Subsurface Utility Engineering (SUE)**

- Provide up to ten (10) SUE quality level ‘A’ test holes at locations of potential conflict to be identified through the design process.
- Provide up to 1000 lineal feet (LF) of SUE quality level ‘B’ designating on an as needed basis, at locations to be determined during design.
- Provide SUE quality level ‘C’ for the limits of the project.

#### ***TASK 2 Deliverables:***

- CAD files of topographic survey
- CAD reference file of utility locations
- SUE Test Hole data sheets

## **TASK 3: DESIGN PLANS / CONSTRUCTION DOCUMENTS**

Design shall be in accordance with Pflugerville Engineering Design Guidelines. The scope of the project will consist of repairing localized curb and street failures, rehabilitating the streets according to the Preliminary Engineering Report (recycled base sections with HMAC overlay), replacing all sidewalks and curb ramps, and replacing all driveways that intersect existing sidewalks.

### **3.1 Roadway Plans**

- Typical sections: showing pavement widths, typical sections, curb and gutter, normal cross-slope, side slopes, right-of-way and construction limits
- Roadway plan/profiles with horizontal/vertical alignments; plans will specify which driveways, sidewalks, curb ramps, and curb & gutters are to be replaced or added; driveways will be numbered and profiled; plans will

show limits of construction / temporary construction easement lines for driveways or other work outside of the ROW (with simple dimensions, not individual parcels); any sign relocations will be shown on the roadway plan sheets (no separate signage & pavement markings plans); will denote adjustments to valves covers and manhole lids on paving sheets.

- One bid set/bid package will be produced. Quantities will be separated in the bid form for each of the two subdivisions.

### **3.2 Drainage and Erosion Control Plans**

- Drainage calculations are excluded from this scope. The existing drainage system will remain in place. Any drainage items replaced will match the lines, grades, and sizes of the existing system design.
- Erosion Control Plans (for use by the contractor in preparing SW3P)

### **3.3 Traffic Control Plans**

- Provide detailed plan sheets and narrative for traffic control during construction. The project will consist of two phases with three sub phases each as is shown in the Preliminary Engineering Report.
- Utilize TxDOT standards for lane closure to perform street rehabilitation.
- Sidewalks may be closed during reconstruction; plans will indicated temporary closure but will not include pedestrian detour plans

### **3.4 TDLR Project Registration and RAS review**

Engineer will coordinate with the Registered Accessibility Specialist (RAS) reviewer to register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain a plan review by the RAS.

#### ***TASK 3 Deliverables:***

- 30% Construction Documents (11x17 plan sheets) and Estimate
- 60% Construction Documents (11x17 plan sheets) and updated Estimate
- 90% Construction Documents (11x17 plan sheets), draft Project Manual, and updated Estimate
- Final Bid Set (22x34 plan sheets), Project Manual, Final Engineer's Estimate

## **TASK 4: UTILITY COORDINATION**

It is anticipated that there will be a limited amount of excavation over twelve (12) inches in depth during construction. Therefore, it is assumed that utility relocations will be limited to relocating surface features such as light poles. The following scope assumes there will be twenty (20) or less conflicts between existing utilities and proposed improvements.

### **4.1 Utility Conflict Analysis**

- Review Project design information for existing and potential utility conflicts

- Identify potential conflicts on plan sheets (adjustments to Southwest Water Company (SWWC) valve covers and manhole rims are anticipated and will be coordinated with SWWC and included in the roadway construction plans)

#### **4.2 Utility Relocation Coordination**

- Provide proposed conflict information to utility companies
- Review relocation plans provided by utilities
- Document confirmation from the utility upon completion of relocation

#### ***TASK 4 Deliverables:***

- Conflict Analysis Spreadsheet

### **TASK 5: PUBLIC INVOLVEMENT**

#### **5.1 Public Meetings**

- Attend two (2) public meetings with the residents affected by the project (one meeting for each subdivision)
- Halff will provide up to nine (9) color (24x36) display boards for Public Meetings

#### **5.2 Public Notification**

- Provide content for paper and electronic media for the City to use in notifying the public of anticipated construction schedule, construction sequencing, and construction detours.

#### ***TASK 5 Deliverables:***

- Presentation boards for public meeting
- PowerPoint presentation
- Project and schedule information for the City to use for distribution to the public

### **TASK 6: CONSTRUCTION PHASE SERVICES**

#### **6.1 Bid Phase**

- Attend pre-bid meeting at City and answer bidder questions
- Provide assistance to the City in responding to questions from contractors and prepare contract addenda as necessary
- Attend bid opening at City
- Bid tabulation, evaluation, and award recommendation



## **6.2 Construction Phase**

- Monthly meetings – Engineer will attend pre-construction meeting, monthly construction meetings, field meetings (6 monthly and 4 field meetings budgeted), and final walk-through
- Submittal Reviews - Review Contractor submittals and shop drawings. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor. (15 submittals anticipated)
- Requests for Information (RFI) - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the City as required (12 RFIs anticipated)
- RAS Inspection - coordinate final project inspection, verification by RAS, and project closeout with TDLR.

## **6.3 Construction Materials Testing (CMT)**

Engineer will provide quality control testing of materials during construction. See attached scope of services to be provided by HVJ Associates, Inc.

### ***TASK 6 Deliverables:***

- Bid tabulation and recommendation for award
- CMT Test reports during construction
- Record Drawings – Two (2) CDs of electronic and four (4) sets of printed record drawings. Electronic files will include Microstation files, geopak files, and GIS files with individual components (pavement, utilities, etc) separated into individual layers.
- Engineer's concurrence letter of final completion


## ITEMS EXCLUDED FROM THE SCOPE OF SERVICES

1. Performing forensic pavement analyses
2. Design of pavement sub-grade drainage systems
3. Analysis or design of drainage
4. Design of water quality or detention ponds
5. Design of roadway illumination and electrical
6. Roadway cross section sheets by station (no earthwork is anticipated)
7. Design of landscaping, irrigation, or hardscape (enhanced flatwork) facilities
8. Environmental services or permitting
9. Design of noise abatement facilities
10. Analyzing or simulating water supply networks
11. Design of public and franchised utility relocations
12. Preparing/submitting a Stormwater Pollution Prevention Plan (SWPPP)
13. Preparing property parcels for acquisition
14. Property acquisition or negotiations
15. Filing fees, permit fees
16. Construction staking
17. Reviewing and evaluating alternate designs proposed by contractor
18. Coordination with individual property owners (beyond the Public Involvement scope above)

*Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement to this contract.*

## ADDENDUM to EXHIBIT B PROPOSED WORK SCHEDULE

CITY OF PFLUGERVILLE  
PROJECT: HEATHERWILDE/WINDERMERE SUBDIVISION STREET RECONSTRUCTION

	2016							2017												2018							
PROJECT TASKS	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG
																											
NTP																											
SURVEY																											
30% PLANS																											
30% REVIEW																											
60% PLANS																											
60% REVIEW																											
90% PLANS																											
90% REVIEW																											
FINAL PLANS																											
BIDDING/CONTRACTING																											
CONSTRUCTION																											

**Fee Schedule for Professional Services for  
Heatherwilde/Windermere Subdivision Street Reconstruction**

Date: 5/26/2016

TASK / DESCRIPTION		COST FOR TASK
<b>PRELIMINARY ENGINEERING SUBTOTAL</b>		<b>\$93,960</b>
<b>SUPPLEMENTAL DESIGN SERVICES</b>		
TASK 1	PROJECT MANAGEMENT & COORDINATION	\$23,829
TASK 2	DATA ACQUISITION	\$99,816
TASK 3	DESIGN PLANS AND CONSTRUCTION DOCUMENTS	\$168,988
TASK 4	UTILITY COORDINATION	\$14,900
TASK 5	PUBLIC INVOLVEMENT	\$20,537
TASK 6	CONSTRUCTION PHASE SERVICES	\$68,858
<b>SUPPLEMENTAL SERVICES SUBTOTAL</b>		<b>\$396,928</b>
<b>TOTAL FEE AUTHORIZED</b>		<b>\$490,888</b>