

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # 04  
FOR  
OLD AUSTIN-HUTTO ROAD REHABILITATION PROJECT**

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

This Supplemental Agreement No. 04 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Freese and Nichols, Inc. ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 15<sup>th</sup> day of April 2015 for the Old Austin-Hutto Road project ("Project") in the amount of \$215,969.00, and

WHEREAS, the City and Consultant executed a Supplemental Agreement No. 01 for Professional Services for the Project in the amount of \$59,782.00, on the 15<sup>th</sup> day of May 2015, to add design services to the Agreement; and

WHEREAS, the City and Consultant executed a Supplemental Agreement No. 02 for Professional Services for the Project in the amount of \$0, on the 15<sup>th</sup> day of May 2015, to amend the term of the Agreement to terminate on the 30<sup>th</sup> day of September 2016; and

WHEREAS, the City and Consultant executed a Supplemental Agreement No. 03 for Professional Services for the Project in the amount of \$13,347.00, on the 12<sup>th</sup> day of January 2017, to add design services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 04 for Professional Services for the Project in the amount of \$108,407.00, on the 13<sup>th</sup> day of February 2019 to add design updates and revisions to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services 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 III. Scope of Services and Exhibit A, shall be amended as set forth in the attached addendum to Exhibit A.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$108,407.00 the amount payable under the Agreement for a total of \$397,505.00, as shown by the attached Addendum to Exhibit C (Fee Schedule).

Article XIV. Conflict of Interest. Shall be hereby revised to add the following provision:

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

Article XXV. Miscellaneous City Code Provisions. Shall be hereby revised to add the following provision:

**Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

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: Victor M. Vasquez

Title: Principal

Date: 2-15-19

APPROVED AS TO FORM:

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

**ATTACHMENT SC**

**City of Pflugerville**

**Old Austin-Hutto Road Rehabilitation Project**

**Amendment #4**

**Background and Scope of Work**

Additional professional engineering services for the Old Austin-Hutto Road Rehabilitation Project will include final design, bid phase, and construction administration. The scope of work includes design services to improve the existing rural roadway section to a curb and gutter section with a subsurface drainage system. Effort for this amendment includes updating roadway plan/profile sheets and cross sections for new driveways; updating traffic control plan to one-way traffic and building roadway in two phases from Poppy Pass to FM 685; updating drainage for new driveways; preparing project and traffic control exhibits for Open House; attending one Open House; updating Project Manual including City's new front-end documents; update construction cost estimate; preparing construction schedule; coordination with TxDOT for signal at FM 685; updating illumination details and coordination with Oncor; additional topographic survey for new driveway; TDLR project registration, TAS plan review and TAS inspection report; bid phase; construction administration; and construction material testing.

**Contract Services**

Freese and Nichols, Inc. (CONSULTANT) has been selected to provide additional professional services for the Old Austin-Hutto Road Rehabilitation project. The City desires to proceed with the Design, Bid, and Construction Phase for this project, the subject of this Agreement for Professional Services.

**ARTICLE I**

**BASIC SERVICES:** After authorization from the City, CONSULTANT shall proceed with the Basic Services as described below. CONSULTANT shall render the following professional services in connection with the development of the Project:

Upon execution of this AGREEMENT and upon receiving a Notice to Proceed from the City, CONSULTANT shall provide professional services in this phase as follows:

1. **DESIGN PHASE:** CONSULTANT will provide the following services:
  - a) **Roadway:** Update roadway plan/profile sheets to include new driveways (up to 4) and update cross sections to add new driveway locations
  - b) **Traffic Control:** Revise traffic control plans from Poppy Pass to FM 685 to maintain one-way traffic and construct roadway in two phases
    - i. Coordinate with TxDOT for notes to be included in plans for signal modification at FM 685 during construction phasing to be performed by TxDOT
  - c) **Illumination:** Coordinate with Oncor and update illumination details and specifications as required
  - d) **Drainage:** Review drainage for addition of new driveways
  - e) **Survey:** Obtain additional topographic survey of new driveway (see proposal from Gorrondona & Assoc. for details)

- f) Project Manual: Update Project Manual to include City's new front-end documents
    - i. Update forms
    - ii. Review and update specifications
    - iii. Review City's front-end documents
  - g) Construction Cost Estimate: Update cost estimate quantities and unit bid prices
    - i. Review City's recent bid tabs
  - h) Construction Schedule: Prepare construction schedule
  - i) Public Involvement: Attend one Open House
    - i. Prepare one overall project exhibit
    - ii. Prepare two traffic control exhibits – one for each phase of one-way traffic condition
  - j) TDLR: Project registration and TAS plan review (see proposal from Altura Solutions for details)
2. BID PHASE: CONSULTANT will provide the following services:
- a) Attend one pre-bid meeting and prepare agenda
  - b) Attend bid opening
  - c) Prepare bid tabulation
  - d) Evaluate bids and perform reference checks
  - e) Prepare recommendation of award letter
  - f) Prepare conformed documents and distribute to contractor
3. CONSTRUCTION PHASE (6 months): CONSULTANT will provide the following services:
- a) Respond to RFIs and general correspondence
  - b) Attend one pre-construction conference
  - c) Review submittals
  - d) Review up to 7 payment requests
  - e) Conduct up to 6 monthly site visits
  - f) Change management
  - g) Perform one substantial completion walkthrough
  - h) Perform one final completion walkthrough
  - i) Prepare record drawings
  - j) Conduct monthly project progress meetings including agendas and minutes
  - k) Coordinate TAS project inspection and prepare report (see proposal from Altura Solutions for details)
  - l) Coordinate material testing (see proposal from Holt for details)

FNI will endeavor to protect Pflugerville in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

#### ARTICLE II

**ADDITIONAL SERVICES:** Services to be performed by FNI, if authorized by the Owner, which are not included in the above described services, will be considered an additional service.

Fee Summary

Design:	\$47,607
Public Involvement:	\$6,672
Survey (sub):	\$1,725
TDLR Review/Inspection (sub)	\$2,070
Bid Phase:	\$6,048
Construction Phase:	\$33,433
Construction Material Testing (sub):	\$24,800
TOTAL:	\$122,355

**City of Pflugerville  
Old Austin-Hutto Road Project Amendment #4  
1/12/2019  
Detailed Cost Breakdown**

<b>Basic Services</b>	122,355
<b>Special Services</b>	-
<b>Total Project</b>	122,355

Phase	Task	Employee	Project Role	Tasks ↓	Current Hourly Bill Rate →	Basic Services										Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort	
						Jessica Rodriguez Sr. Project Manager	Sean Barry Project Engineer	Bryan Pham Roadway EIT	Michael Brown Sr. Project Eng./OC	Shawn Spivey Project Engineer	Will Huff Drainage Engineer	Nico Ortiz Drainage CAD	Jay Scobon Sr. Drainage Engz/OC	Tanner Griffin Construction Manager	Billy Metzger Operations Analyst						Richard Probst Sr. Construction Manager
1																					
				<b>Design Updates/Revisions</b>																	
1	1			Update P&P, cross sections for new driveways	8	12	24	4													
1	2			Update TCP for new phasing	8	20	32	4													
1	3			Update drainage; review for roadway changes	4	6	20	2		8	16	4									
1	3			Prepare exhibits (project & TCP) for Open House	4	4	4														
1	4			Attend Open House/Public Involvement	4	4	4														
1	5			Address 99% City review comments	4	4	12	2													
1	6			Update Project Manual; include City's new front end documents	4	12	6	2													
1	7			Update OPCC; quantities & unit prices	2	8	6	1													
1	8			Coordination w/1XDOT and Oncor; update illumination details	8	4	4		10												
1	9			Project Management	8																
				Prepare construction schedule	1	12															
2				<b>Bid Phase</b>																	
	1			Attend one Pre-Bid Meeting and prepare agenda	2	2															
	2			Attend Bid Opening	2																
	3			Prepare Bid Tabulation	1	1															
	4			Evaluate bids and perform Reference Checks	2	2															
	5			Recommendation of award	1	1															
	6			Contract Documents and distribute to Contractor	2	2	4														
3				<b>Construction Phase (6 Months)</b>																	
	1			Correspondence/RFI's/Management (6 months)	12	8			2												
	2			Pre-Construction Conference	2	2			4												
	3			Submittals	4	4				4											
	4			Payment Request (up to 7)																	
	5			Monthly Site Visit (up to 6)																	
	6			Change Management																	
	7			Substantial Completion Walk Thru																	
	8			Final Completion Walk Thru																	
	9			Record Drawings	2	4	12														
	10			Monthly Project Progress Meetings ( 6 )	4																
				<b>Total Basic Services Labor Effort:</b>	<b>79</b>	<b>108</b>	<b>120</b>	<b>15</b>	<b>16</b>	<b>12</b>	<b>16</b>	<b>4</b>	<b>182</b>	<b>10</b>	<b>16</b>	<b>4</b>	<b>960</b>	<b>\$ 25,116</b>	<b>\$ 1,480</b>	<b>\$ 2,768</b>	
				<b>Total Basic Services Labor Effort:</b>	<b>\$ 16,511</b>	<b>\$ 19,224</b>	<b>\$ 16,440</b>	<b>\$ 3,600</b>	<b>\$ 2,848</b>	<b>\$ 1,872</b>	<b>\$ 2,448</b>	<b>\$ 960</b>	<b>\$ 25,116</b>	<b>\$ 1,480</b>	<b>\$ 2,768</b>	<b>\$ 493</b>	<b>\$ 28,595</b>	<b>\$ 122,355</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**City of Pflugerville  
Old Austin-Hutto Road Project Amendment #4  
1/12/2019  
Detailed Cost Breakdown**

<b>Project Fee Summary</b>	
Basic Services	122,355
Special Services	-
<b>Total Project</b>	<b>122,355</b>

Phase	Task	Expenses	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond B&W (sq. ft.)	Lg Format - Glossy/My ar - B&W (sq. ft.)	Other	Other	Total Exp Effort
1		<b>Design Updates/Revisions</b>												\$ -
1	1	Update P&P, cross sections for new driveways	48											\$ -
1	2	Update TCP for new phasing	64											\$ -
1	3	Prepare exhibits (project & TCP) for Open House	32											\$ -
1	4	Attend Open House/Public Involvement	8											\$ -
1	5	Address 99% City review comments	26											\$ -
1	6	Update Project Manual; include City's new front end documents	40											\$ -
1	7	Update OPOC; quantities & unit prices	19											\$ -
1	8	<b>Coordination w/TxDOT and Oncor; update illumination details</b>	26											\$ -
1	9	Project Management	12											\$ -
		Prepare construction schedule	17											\$ -
2		<b>Bid Phase</b>												\$ -
	1	Attend one Pre-Bid Meeting and prepare agenda	8	50										\$ 29
	2	Attend Bid Opening	4	50										\$ 29
	3	Prepare Bid Tabulation	4											\$ -
	4	Evaluate bids and perform Reference Checks	6											\$ -
	5	Recommendation of award	3											\$ -
	6	Confirmed Documents and distribute to Contractor	12											\$ -
3		<b>Construction Phase (6 Months)</b>												\$ -
	1	Correspondence/RFI's/Management (6 months)	76											\$ -
	2	Pre-Construction Conference	10	50										\$ 29
	3	Submittals	36											\$ -
	4	Payment Request (up to 7)	7											\$ -
	5	Monthly Site Visit (up to 6)	24	300										\$ 174
	6	Change Management	12											\$ -
	7	Substantial Completion Walk Thru	4	50										\$ 29
	8	Final Completion Walk Thru	4	50										\$ 29
	9	Record Drawings	20											\$ -
	10	Monthly Project Progress Meetings ( 6 )	28	300										\$ 174
		<b>Total Basic Services Items</b>	<b>550</b>	<b>850</b>										\$ -
		<b>Total Basic Services Expenses Effort</b>	<b>\$ -</b>	<b>\$ 493</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 493</b>





