

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 2
FOR
GRAND AVENUE PARKWAY**

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

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Kimley-Horn and 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 11 day of November, 2020 for the Grand Avenue Parkway project ("Project") in the amount of \$69,994.20; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement #1 for Professional Services for the Project in the amount of \$45,026.98, on the 21 day of December, 2020 to add geotechnical investigation services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement #2 for Professional Services for the Project in the amount of \$198,614.14, on the 4 day of March, 2021 to add PS&E design, bid phase, and construction phase services to the Agreement; and

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

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

Article IV. Compensation to Consultant and Attachment B (Fee Schedule), shall be amended by increasing by \$198,614.14 the amount payable under the Agreement for a total of \$313,635.32, as shown by the attached Addendum to Attachment B (Fee Schedule).

2.

Except as amended hereby 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: Brian Boecker

Title: City Manager

Title: Vice President

Date: _____

Date: 3/4/2021

APPROVED AS TO FORM:

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

**ADDENDUM TO ATTACHMENT A
SUPPLEMENTAL AGREEMENT #2
SCOPE OF SERVICES**

PROJECT UNDERSTANDING

The supplemental consists of adding Plans, Specifications, and Estimate (PS&E), bid phase, and construction phase services to the City.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in Sections 1.1 through 8.6 include the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Raba Kistner Consultants Inc. – Construction Administration and Materials Testing
- (2) The Rios Group, Inc. - Subsurface Utility Engineering

1. TASK 1 – PROJECT MANAGEMENT

The Engineer will:

- 1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.

- 1.3. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes will be prepared by the Engineer for the meeting.
- 1.4. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval.

5. TASK 5 - SUBSURFACE UTILITY ENGINEERING/UTILITY COORDINATION

Subsurface utility engineering will be performed via a subconsultant (The Rios Group, Inc.) and the detailed scope of services for this work is provided in proposal from The Rios Group dated March 3, 2021 and included in this supplemental.

Utility Coordination:

- 5.1. Attend up to two (2) coordination meetings with individual utility owners to facilitate additional coordination of utility adjustments, conflict resolutions, and utility agreements.
- 5.2. Determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts.
- 5.3. Update and maintain a utility layout in the Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place.

Deliverables will consist of:

- Exhibit showing utilities in conflict with proposed construction
- A utility file in CAD format depicting all located utilities.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form (as authorized).
- 11" x 17" SUE Plan Sheets depicting all QL"D", designated, and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form

6. TASK 6 - FINAL ROADWAY DESIGN

The Engineer will:

Grand Avenue Parkway

- 6.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 6.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 6.3. Trace topographic features from aerial photography
- 6.4. Prepare existing and proposed typical sections
- 6.5. Prepare a Title Sheet, Index of Sheets, and a Project Layout
- 6.6. Develop Removal Plans identifying and quantifying removals at a scale of 1"=50'
- 6.7. Prepare Plan Sheets at a scale of 1"=50'.
- 6.8. Prepare miscellaneous details sheet
- 6.9. Prepare traffic control plan, anticipated to consist of 4 phases. No detailed detour plan is anticipated
 - Construction Phasing and Sequencing
 - Engineered traffic control plan
 - Traffic Control Narrative
 - TCP Typical sections
- 6.10. Prepare Signing and Pavement Marking sheets at a scale of 1"=50'. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices.
- 6.11. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.
- 6.12. Incorporate standard details as applicable.
- 6.13. Prepare General Notes and a Construction Timeline Estimate
- 6.14. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
- 6.15. Prepare Project Manual
- 6.16. Attend up to one (1) Design Review meetings including at 90% PS&E design submittals. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will prepare the following deliverables during this task:

- a) Three (3) hard copies and a PDF of the following 90% Design Plans (11"x17"):
 - Title Sheet
 - Index of Sheets
 - General Notes
 - Item Summaries
 - Traffic Control Plans
 - Project Layout
 - Removal Plans
 - Roadway Plan Sheets
 - Traffic Control Plan Sheets
 - Miscellaneous Roadway Details Sheet

- Signing and Pavement Markings Sheets
 - SW3P Sheets
 - Standards
 - Three (3) hard copies and a PDF of the 90% Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the 90% Construction Timeline
- b) Final Plans Submittal to contain:
- Three (3) hard copies and a PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - Three (3) hard copies and a PDF of the Final Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the Final Construction Timeline

7. TASK 7 – BIDDING PHASE SERVICES

The Engineer will:

- 7.1. Prepare bid documents in accordance with the City of Pflugerville standards
- 7.2. Attend pre-bid meeting with the City. Assist the City in developing meeting agenda
- 7.3. Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents
- 7.4. Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction
- 7.5. Include addenda items in the construction plans and issue "conformed" set of plans for construction

8. TASK 8 – CONSTRUCTION PHASE SERVICES

The Engineer will

- 8.1. Attend one (1) Pre-Construction meeting with the City and the Contractor.
- 8.2. Respond to up to five (5) Request for Information (RFI) requests from the Contractor. Any orders authorizing variations from the Contract Documents will be made by Client.
- 8.3. Develop and issue up to three (3) revised sheets.
- 8.4. Review and approve or take other appropriate action in respect to up to five (5) Shop Drawings which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- 8.5. Make up to three (3) site visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective

measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- 8.6. Construction Materials Testing will be performed via a subconsultant (Raba Kistner) and the detailed scope of services for this work is provided in the proposal from Raba Kistner dated March 3, 2021 and included in this supplemental.

9. ADDITIONAL SERVICES/CHANGE IN SERVICES

- 9.1. Since the Engineer's compensation is a not-to-exceed fee for Basic Services described in this Agreement, compensation to the Engineer for Additional Services will only be for substantial deviations from the scope of services described in this Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. The following services are not included in this Agreement at present and are specifically considered to be additional services:
- a. Right-of-Way/easement acquisition and/or condemnation assistance;
 - b. Traffic Signal Design services
 - c. Landscaping and streetscaping services
 - d. Franchise Utility relocation design;
 - e. Appearing as an expert witness in any litigation for the City.
 - f. Prepare a Section 404 USACE regional or individual permit and/or mitigation planning
 - g. Presence/absence surveys for endangered species or formal Section 7 Coordination under the Endangered Species Act
 - h. A full Phase I (historical aerial and topography and interviews with past property owners) or Phase II (drilling and lab testing) Environmental Site Assessment for Petroleum and Hazardous Substance
 - i. Section 4(f)/6(f) analysis
 - j. Preparing final conditions Letter of Map Revision for FEMA



March 3, 2021

Sam Lundquist, P.E.
Kimley-Horn
10814 Jollyville Road
Avallon IV, Suite 200
Austin, Texas 78759
512-418-4524
sam.lundquist@kimley-horn.com

**RE: Subsurface Utility Engineering
City of Pflugerville – Grand Avenue Parkway**

Dear Mr. Lundquist:

The Rios Group, Inc. (TRG) is pleased to submit a revised cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. The original proposal was based on information provided via email and telephone on February 25, 2021. The revisions are based on comments provided via email on March 2, 2021.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Kimley-Horn (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

Base Services

The scope of this proposal includes QL“D” SUE services to support the Grand Avenue Parkway design project in Pflugerville, Texas. The limits of the SUE investigation are shown in green on Exhibit B. Within these limits TRG will depict the following utilities based on available records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, and wastewater. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines, storm drain lines and an inventory of overhead utilities are excluded from this scope of work.

The survey of utility surface appurtenances for the QL“D” SUE is not included in this scope of work. It is assumed the client will provide background aerial imagery or tracings of the aerial imagery for use by TRG.

Additionally, the base services include invert information on up to fifteen (15) storm drain manholes at locations to be provided by the client. TRG will attempt to provide measure-downs from the manhole rim to the flow line for each pipe that connects to the manhole. TRG will also attempt to record pipe size and material.

The survey of the storm drain manholes is included in this scope of work. It is assumed that the Client will provide the necessary survey control information.

Additional Services

This proposal also includes the following additional services which require written authorization to proceed from the Client prior to the commencement of work.

The additional services include 3,000 linear feet QL“B” SUE (equivalent to one day of field work), at targeted locations to be provided by the client. TRG will attempt to designate the requested utility (or utilities) within the limits provided by the client. The additional services also include up to four (4) QL“A” SUE test holes at locations to be provided by the client following the review of the QL“D” SUE deliverables. To layout the test holes, TRG will attempt to designate the target utility 10-foot either side of the location.

The survey of SUE field markings is also included in this scope of work. It is assumed that the Client will provide the necessary survey control information.

It is assumed that the QL“A” and QL“B” SUE will occur concurrently in a single mobilization.

Any necessary Right-Of-Entry (ROE) permits, including railroad ROE, will be provided by the Client prior to the start of field work.

TRG Procedures

QL “D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL “B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

QL “A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the *QL “B” – Designating* procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Pflugerville (COP) will not be required. If the City requires TRG to acquire a permit, it is assumed that it will be provided to TRG at no cost.
- Designed traffic control plans will not be required.
- Non-routine traffic control measures will not be required.
- The coring of pavement will not be required.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all QL"D", designated, and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the Base Services SUE work can be completed in twenty (20) working days, broken down as follows:

- QL"D" records research – 10 days
- QL"D" deliverable preparation – 10 day

TRG estimates that the QL"A" and QL"B" SUE work can be completed in seventeen (17) working days, broken down as follows:

- QL"B" field work – 2 days
- Layout test holes – 1 day
- QL"A" field work – 2 days
- QL"A" survey and preparation of data – 5 days
- QL "A"/"B" deliverable preparation – 7 days

Estimated Fee

The estimated cost to complete the base services described herein is Ten Thousand Three Hundred Eight Dollars and 20/100 (\$10,308.20). An itemized breakdown of cost is provided in Exhibit A-2.

The estimated cost to complete the additional services described herein is Twelve Thousand Four Hundred Eleven Dollars and 74/100 (\$12,411.74). An itemized breakdown of cost is provided in Exhibit A-3.

The total estimated cost to complete both the base services and additional services described herein is **Twenty-Two Thousand Seven Hundred Nineteen Dollars and 94/100 (\$22,719.94)**. A summary of the total cost is provided in Exhibit A-1. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.

A handwritten signature in blue ink, appearing to read "Robby Hub".

Robby Hub
Project Manager

Proposal No. PAD21-040-00a
March 3, 2021



8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

WWW.RKCI.COM

Project Name: Grand Avenue Parkway

Agreement between Kimley-Horn and Associates and Raba-Kistner Consultants, Inc. (Project Order Number 069228914.1.701), fully executed November 18, 2020

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

- Soils laboratory testing, in-place field nuclear density testing,
- Concrete compressive strength specimen sampling, testing, and reporting,
- Asphalt aggregate sampling and observation,
- Design and project specification support, and
- Construction phase support.

Services will be provided on a call-out basis for the cost-estimate spreadsheet attached to this supplemental proposal.

Fee Estimate

We propose an estimated budget of **\$25,984.20** for testing and observation services for the referenced project. Should ADD-ON No. 1 be selected for testing on the curbs and sidewalks, there will be an additional budget of **\$7,606.50**. This budget is based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget.

ORIGINAL LUMP SUM COST:	\$ 44,134.20
SUPPLEMENTAL #1 LUMP SUM COST:	\$ 40,169.98
SUPPLEMENTAL #2 NOT TO EXCEED FEE:	\$ 25,984.20
TOTAL AUTHORIZED FEE:	\$110,288.38