

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT #2
FOR
TRAFFIC SIGNAL SYSTEM IMPROVEMENT IMPLEMENTATION**

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 **LJA Engineering, 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 29th day of September, 2022** for **TRAFFIC SIGNAL SYSTEM IMPROVEMENT IMPLEMENTATION Project** ("Project") in the amount of Two hundred fifty-eight thousand, four hundred sixty dollars and no cents (**\$258,460.00**); and

WHEREAS, the City and Consultant entered into **Supplemental Agreement #1** for Professional Services for the Project in the amount of **\$22,855.69** on October 25, 2022 to add additional traffic signal timing and engineering services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into **Supplemental Agreement #2** for Professional Services for the Project in the amount of **\$126,247.50**, for providing additional PS&E services including increased number of ADA compliant curb ramps, sidewalks, pavement markings, Internally Luminated Street Name (ILSN) signs, battery backup power supplies at signalized intersections, modification of left turn traffic signal indications to Flashing Yellow Arrow (FYA), upgrading of traffic signal MMU (Malfunction Management Unit), wireless radio or GPS clock; and

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

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with 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 1, shall be amended as set forth in the attached Addendum to Attachment 1.

Article IV. Compensation to Consultant and Attachment 1 (Fee Schedule), shall be amended by increasing the total amount payable under the Agreement to **\$407,563.19**, as shown by the attached Addendum to Attachment 1 (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)

Kenneth G. Schrock
(Signature)

Printed Name: Sereniah Breland

Printed Name: Kenneth G. Schrock, PE

Title: City Manager

Title: Senior Vice President

Date: _____

Date: 5/21/2024

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH

ADDENDUM TO ATTACHMENT “1”

January 30, 2024

PROFESSIONAL SERVICES FOR TRAFFIC SIGNAL SYSTEM IMPROVEMENT IMPLEMENTATION

Background for Additional Support Services: The original project was limited to minimal tasks and improvements as shown in **Attachment 1**, due to the allocated budget. However, staff investigated the possibility of using TxDOT sponsored grant fund for these improvements and realized that these types of improvements are eligible and can be funded through MPO Transportation Improvement Program (TIP). To take advantage of this opportunity, staff expanded project tasks by including additional improvement as shown in **Attachment 1**. Application was prepared accordingly and was submitted to TxDOT. Staff were notified in October that the funding request for the project has been approved.

The additional engineering services that are required for preparation of PS&E are shown in **Attachment 1**. These improvements will upgrade the selected intersections to become ADA compliant and providing safer intersections for pedestrians including ADA compliant curb ramps, modification of sidewalks, installation of Accessible Pedestrian Signals (APS), improvements to traffic signals and signal operation, and installation of battery backup UPS (Uninterrupted Power Supply) units to keep traffic signals operational during power failure thus, ensuring safety of road users.

Scope of Services: In accordance with the Professional Services Agreement for the above noted project, executed on September 29, 2022, Consultant is requesting authorization for the services approved under Supplemental Services Task. As noted in the contract, the intent of this task is to provide assistance to the Owner as needed throughout the duration of the Agreement with services specific to the project but were not defined in the tasks at the time contract execution.

Below are the tasks proposed for inclusion under this request:

- Project management
- Plan preparation (PS&E) services
- Bid Phase Services
- Construction phase services
- As-built drawings
- Preparation of project manual
- Local Government documentation (Assist City Staff with Filling Out Forms 1002, 2229, 2699, Environmental Roadway Questionnaire Form and Ready to Let Scheduling Form)
- Attend Open House Meetings
- Visual Presentation

SUPPLEMENTAL FEE SUMMARY	
Original Fee	\$ 258,460.00
Supplemental Fee #1	\$ 22,855.69
Supplemental Fee #2	\$ 126,247.50
Total Revised Fee	\$ 407,563.19

Term: Consultant is authorized to commence work on the Services of the project upon execution of this Agreement. Work will be completed within **Six** (6) months of execution.

Deliverables:

- 60%, 90%, & 100% Final PS&E Submittals

