

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
Old Austin-Hutto Road**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIRM: Freese and Nichols, Inc. ("Consultant")

ADDRESS: 10431 Morado Circle, Suite 300
 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 Freese and Nichols, Inc. hereinafter called the "Consultant".

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the Professional Services Agreement on April 15, 2015, for the Old Austin-Hutto Road project in the amount of Two Hundred Fifteen Thousand Nine Hundred Sixty Nine (\$215,969.00) and Supplement #1 to the Agreement dated May 15, 2015 in the amount of Fifty Nine Thousand Seven Hundred Eighty Two (\$59,782); and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Services to be performed by Engineer and Compensation of Engineer; and

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

The amended scope of work will modify the proposed roadway to a curb and gutter section with a subsurface drainage system. Effort includes developing a hydrologic impact assessment and preparing conceptual design and final construction documents.

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

**CITY OF
PFLUGERVILLE**


CONSULTANT
Freese and Nichols, Inc.

(Signature)

Printed Name: Brandon E. Wade

Title: City Manager

Date: _____


(Signature)

Printed Name: Victor M. Vasquez

Title: Principal

Date: 5-15-15

APPROVED AS TO FORM:

George Hyde
City Attorney

ATTACHMENT SC

City of Pflugerville

Old Austin-Hutto Road Rehabilitation Project

Amendment #1

Background and Scope of Work

Additional professional engineering services for the Old Austin-Hutto Road Rehabilitation Project will include preliminary engineering and final design. The original scope of work included design services to improve the existing rural roadway section with open drainage swales. The amended scope of work will modify the proposed roadway to a curb and gutter section with a subsurface drainage system. Effort includes developing a hydrologic impact assessment and preparing conceptual design and final construction documents. Since it is currently not known whether runoff mitigation will be needed, preparation of conceptual and final design improvements for runoff mitigation are not included in this Amendment and will be considered additional services.

Project Assumptions

- A. Drainage infrastructure downstream of project limits is sized to adequately handle existing conditions runoff.

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 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:

- A. PHASE A – DESIGN PHASE: 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) Drainage: Drainage design will be based on the City of Pflugerville Engineering Design Manual & Construction Standards. Items outlined in the authorized scope have been superseded by the following tasks.
 - i. Conceptual (30%) Design:
 - 1. Obtain record data from City for existing drainage infrastructure bounding project limits.
 - 2. Prepare existing conditions hydrologic analysis to determine the amount of stormwater runoff contributing to each outfall location to be used for comparative purposes to proposed conditions.
 - 3. Prepare preliminary sizing of subsurface drainage infrastructure.

4. Prepare proposed conditions hydrologic analysis based on preliminary sizing of subsurface drainage infrastructure.
 5. Prepare hydrologic impact assessment to determine if runoff mitigation is required.
 6. Prepare hydraulic calculations to determine the necessary improvements to remove the low water crossing (fee for this task included in original design fee; no additional fee included in Amendment).
- ii. Final Design (60%, 90%, 100%):
1. Based on selected roadway and drainage improvements from the conceptual design task, finalize the hydrologic and hydraulic analysis for necessary storm drain and low water crossing improvements.
 2. Develop plan, profile, and detail sheets for the subsurface drainage improvements.
 3. Develop plan, section, and detail sheets for the low water crossing improvements (fee for this task included in original design fee; no additional fee included in Amendment).

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.

ARTICLE III

SPECIAL SERVICES: In the event runoff mitigation is required, develop conceptual and final design solution.