

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
STREET RECONSTRUCTION PACKAGE 2**

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

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Lockwood, Andrews & Newnam, 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 26 day of January, 2022 for the Street Reconstruction Package 2 project ("Project") in the amount of \$423,294.00; and

(insert an additional whereas statements for each supplemental agreement)

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$57,176.00, to add the Frost Circle Street segment funded separately (Community Development Block Grant) 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 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 \$57,176.00 the amount payable under the Agreement for a total of \$480,470.00, as shown by the attached Addendum to Exhibit C (Fee Schedule).

2.

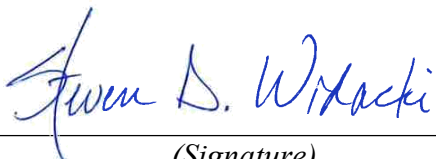
Except as amended hereby as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF
PFLUGERVILLE**

CONSULTANT

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **Steven. D. Widacki, PE**

Title: City Manager

Title: **Project Manager**
May 24, 2022

Date: _____

Date: _____

APPROVED AS TO FORM:



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



EXHIBIT A

PLANNING
ENGINEERING
PROGRAM MANAGEMENT

May 12, 2022

TEXAS

- AUSTIN
- COLLEGE STATION
- CONROE
- CORPUS CHRISTI
- DALLAS
- FORT WORTH
- FRISCO
- HOUSTON
- LAREDO
- SAN ANTONIO
- SAN MARCOS
- WACO

CALIFORNIA

- LOS ANGELES
- ORANGE
- SAN JOSE

ILLINOIS

- CHICAGO

MICHIGAN

- LANSING

City of Pflugerville
Attn: Patricia Davis, PE
City Engineer
P.O. Box 589
Pflugerville, TX 78691

Via email: Michael Lafferty, PE, CFM (Michael.lafferty@freese.com)

**RE: Street Reconstruction Projects, Package 2
Frost Circle Improvements – Additional Services #1**

The following additional services request is based upon the meeting with the City’s GEC on March 16, 2022. The City desires to reconstruct the existing un-paved (gravel) roadway to a typical local street section (27-feet) using an HMAC pavement section with adjacent laydown (ribbon) curb and typical cul-de-sac, as allowed by located right-of-way, including replacement of existing driveways with residential concrete driveways per City standards. Open ditch drainage will be provided along each side with culverts at each driveway crossing. The design and construction are to be funded with available Community Development Block Grant funding.

The following is LAN’s proposed scope of services:

- 1- Obtain survey data including ROW boundary and topographic data.
- 2- Obtain single boring to perform geotechnical analysis of roadway and prepare proposed pavement recommendations.
- 3- Prepare existing and proposed conditions drainage analysis.
- 4- Prepare plans, specifications and estimate for proposed roadway.
- 5- Assist City in bidding and construction of project.

Scope assumes the roadway will be bid on its own in 2022. Additionally, the proposed drainage will be surface drainage as specified above, assuming that all runoff flows to the east and not requiring detention or water quality facilities. The use of a flow spreader apron contained within the existing ROW to mimic existing sheet flow is anticipated at the east end of the cul-de-sac to discharge off-site. Construction services does not include preparation of record drawings.

LAN proposes to perform the preceding services for \$57,176 as indicated in the attached fee spreadsheet. Survey and Geotech proposals are also attached.

Sincerely,
Lockwood, Andrews & Newnam, Inc.

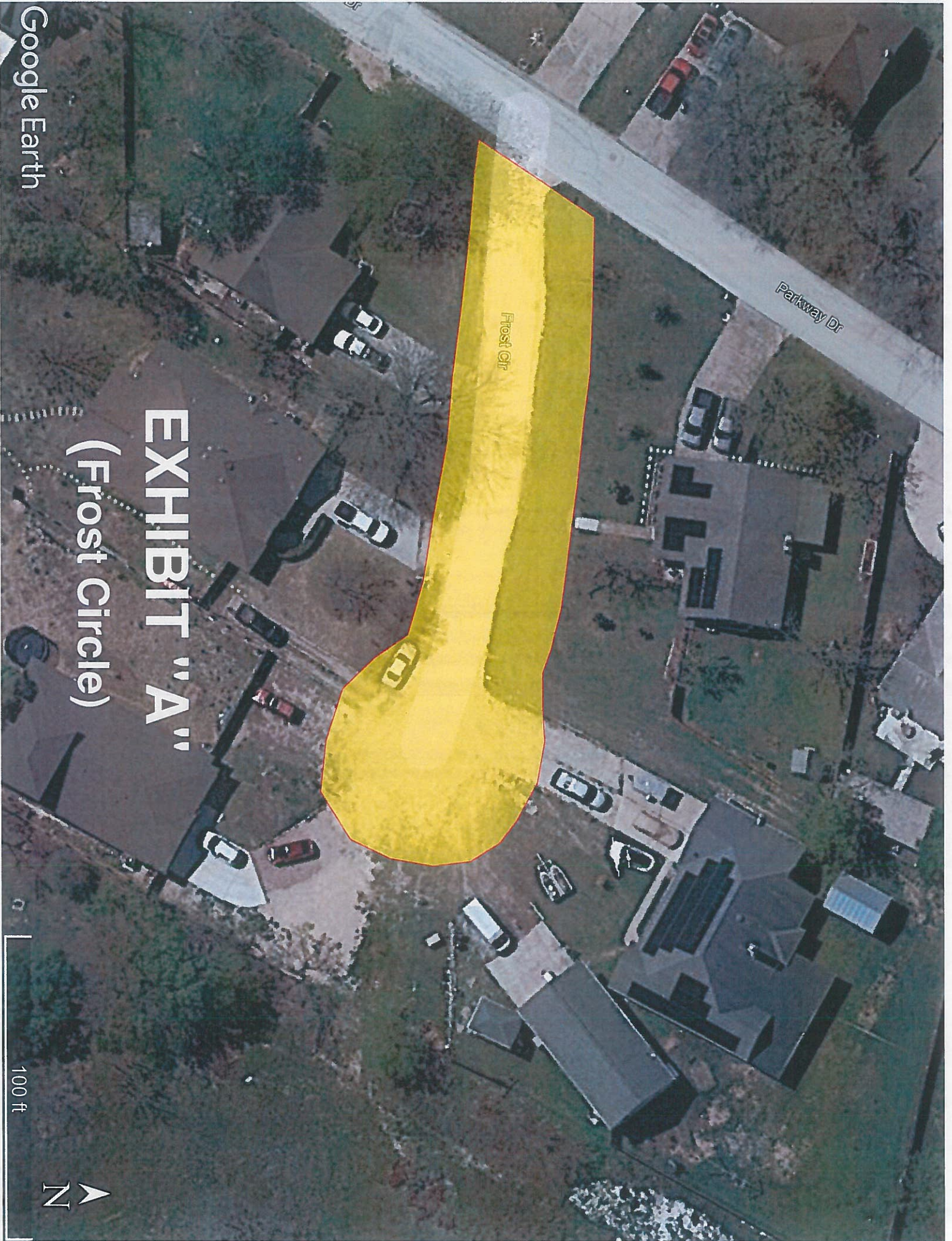
Steven D. Widacki, PE
Project Manager
SDWidacki@lan-inc.com

Lockwood, Andrews
& Newnam, Inc.

A LEO A DALY COMPANY

8911 N. Capital of Texas Hwy
Bldg. 2, Suite 2300
Austin, TX 78759
512.338.4212

lan-inc.com



Parkway Dr

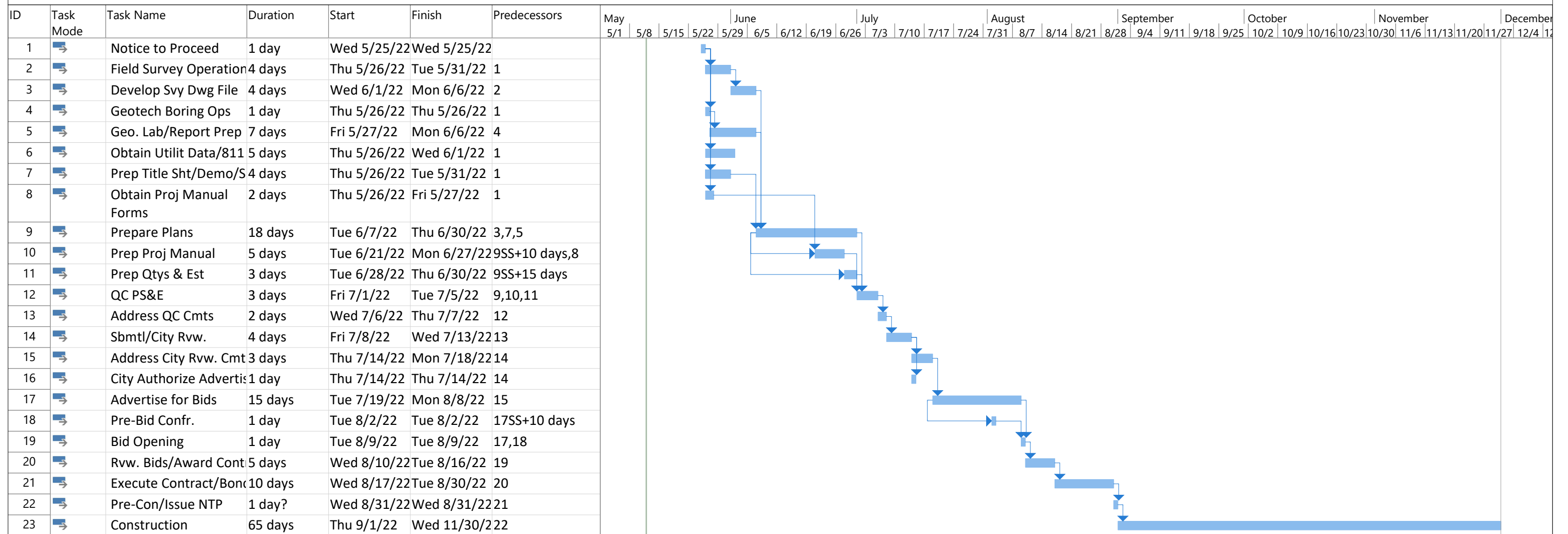
Frost Cir

EXHIBIT "A"
(Frost Circle)

Google Earth

100 ft





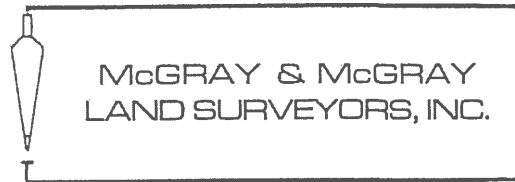
Project: Pflugerville Street Reco
 Date: Thu 5/12/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT C

Task Number	LAN Project No. TBD	Total Task Hours	Project Principal	Quality Manager	Sr. Project Manager/Engineer	Project Engineer	EIT	Sr. CAD/GIS	CAD/GIS	Administrative	Subconsultants	Subconsultant Markup	Total Task Cost
			\$ 265.00	\$ 235.00	\$ 210.00	\$ 190.00	\$ 110.00	\$ 140.00	\$ 115.00	\$ 85.00		5%	
Add Svcs. No. 1 - Frost Circle Design													
1.5	Project Mgmt.	12	0	0	8	2	0	0	0	2			\$ 2,230
1.5	Title Sheet w/ Index	17	0	0	1	2	6	8	0	0			\$ 2,370
1.6	Layout	11	0	0	1	2	4	4	0	0			\$ 1,590
1.7	Qty Summary	4	0	0	0	1	2	1	0	0			\$ 550
1.7	Typ. Section	4	0	0	0	1	2	1	0	0			\$ 550
1.7	Demo. Plan	7	0	0	0	1	2	4	0	0			\$ 970
1.7	Roadway P&P/Svy. Ctrl.	16	0	0	1	3	6	6	0	0			\$ 2,280
1.7	Driveway Layouts (5)	11	0	0	1	2	4	4	0	0			\$ 1,590
1.7	Drwy. Culverts (5)	29	0	0	1	5	8	15	0	0			\$ 4,140
1.7	Flow Sprdr. Apron	10	0	0	0	2	2	6	0	0			\$ 1,440
1.7	Drainage Calc's.	16	0	0	0	4	8	4	0	0			\$ 2,200
1.7	Standards	2	0	0	0	0	1	1	0	0			\$ 250
1.7	ESC Plan	8	0	0	1	1	2	4	0	0			\$ 1,180
1.7	ESC Std's.	4	0	0	0	1	2	1	0	0			\$ 550
1.7	Survey Svcs. (McGray)	5	0	0	1	1	2	1	0	0	8,500	425	\$ 9,685
1.7	Geotech Svcs. (Rock)	5	0	0	1	1	2	1	0	0	4,896	245	\$ 5,901
1.8	Quantities & Estimate	9	0	1	1	1	4	2	0	0			\$ 1,355
1.8	Prepare Project Manual	29	0	1	4	8	12	2	0	2			\$ 4,365
1.8	Address Rvw. Cmts.	32	1	1	4	8	12	6	0	0			\$ 5,020
1.8	Bid Phase Assistance	16	0	0	4	4	4	4	0	0			\$ 2,600
1.9	Construction Services	38	0	0	8	12	14	4	0	0			\$ 6,060
1.1	Expenses												\$ 300
Subtotal		256	1	3	28	58	93	71	0	2	\$ 13,396	\$ 670	\$ 57,176

Attachment 1
EXHIBIT C



April 25, 2022

Steve Widacki, P.E.
LAN, Inc.
8911 N. Capital of Texas Hwy
Bldg. 2, Suite 2300
Austin, TX 78759
(512) 338-4212

VIA EMAIL:
SDWidacki@lan-inc.com

RE: Revised Proposal for Topographic Surveying Services for Frost Drive for the Pflugerville 2020 Transportation Reconstruction Projects

Dear Mr. Widacki:

We appreciate the opportunity to present you with this revised proposal for the above referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Survey Limits:

- Frost Circle from Parkway Drive to the end of the Cul-de-sac, between the existing right-of-way lines as highlighted in "Yellow" on Exhibit "A", attached.

Scope of Services:

Design Survey (*Limited to the area within the street right-of-way lines*):

1. Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
2. Locate and identify all above ground features within the survey limits including fences, visible utilities, sidewalks, driveways, signs, manholes, water valves, telecom boxes, utility poles, mailboxes and water meters.
3. Invert elevations, and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits. For all gravity flow utilities (i.e. storm water and sanitary sewer) tie in the manhole upstream and downstream of the last manhole within the project limits. This may result in having to tie in manholes that are outside of the project limits as defined by you.
4. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.

Boundary Surveying Services:

1. A boundary survey will be conducted to define and monument the right-of-way of Frost Drive.

Deliverables:

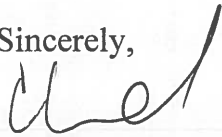
- Microstation (Ver. 8i).
- The units of the drawing file shall be U.S. survey feet.

Fees:

The Not to Exceed fee for these services will be **\$8,500.00** and we will schedule our work as soon as we receive notice to proceed.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS
Vice President
TBPELS Survey Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

CIC:JDW:pft
Encl.

Attachment 2
EXHIBIT C



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

SUPPLEMENTAL AUTHORIZATION NO. 1R1

Date: May 4, 2022

RETL Project No.: G322037

Client: **Lockwood, Andrews & Newnam, Inc.**
8911 N. Capital of Texas Hwy, Bldg 2, Suite 2300
Austin, Texas 78759

Project Name: SRP Package 2
Frost Circle
Pflugerville, Texas

Dear Mr. Widacki, P.E.,

Introduction - Rock Engineering & Testing Laboratory, Inc. (RETL) previously submitted RETL Report No. G321147 dated July 23, 2021 for the subject project. Based on information provided in email dated March 21, 2021 prepared by Mr. Steven D. Widacki, P.E. representing LAN, RETL understands that Additional field exploration, laboratory testing, and recommendations for Frost Circle will be included within the project.

This Supplemental Authorization presents information regarding scope modification and fee for additional Geotechnical Engineering services for this project.

Scope Modification – RETL proposes to provide additional Geotechnical Engineering services as follows:

- Drill one (1) test boring to a depth of 15-feet totaling 15 additional linear feet of drilling
- Perform laboratory testing on the samples obtained
- Prepare pavement recommendations for Frost Circle

Supplemental Authorization – The estimated maximum fee to perform the scope of work outlined above is \$4,895.33. A cost breakdown of the anticipated services is attached. Please indicate authorization of the additional by signing below and returning a copy of this Supplemental Authorization to our office.

Sincerely,

Arnie K. Hammock, P.E.
Vice President – Round Rock

ACCEPTED AND APPROVED

By: _____

Print: _____

Date: _____

Attachment: Cost Breakdown

Prime Provider: LAN
Sub Provider: Rock Engineering & Testing
Project: Frost Circle

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GEOTECHNICAL STUDIES												
Geotechnical Studies and Investigations		1	5				6					12
HOURS SUB-TOTALS	0	1	5	0	0	0	6	0	0	0	0	12
HOURLY CONTRACT RATE		\$185.64	\$147.33				\$65.00					
TOTAL LABOR COSTS	\$0.00	\$185.64	\$736.65	\$0.00	\$0.00	\$0.00	\$390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,312.29

SUBTOTAL	\$1,312.29
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TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEERING TECH	ENGINEERING TECH	SENIOR GEOLOGIST	GEOLOGIST	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HR AND COST
GENERAL PROJECT MANAGEMENT												
a. General Management		2	2									4
b. Project Coordination Meetings		1	2									3
c. Quality Assurance/Quality Control		1	2									3
HOURS SUB-TOTALS	0	4	6	0	0	0	0	0	0	0	0	10
HOURLY CONTRACT RATE		\$185.64	\$147.33									
TOTAL LABOR COSTS	\$0.00	\$742.56	\$883.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,626.54

SUBTOTAL	\$1,626.54
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OTHER DIRECT EXPENSES	QTY	UNIT	RATE	COST
Soil Boring (< 60 ft.)	15	LF	\$25.25	\$378.75
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)	0	Trip	\$400.00	\$0.00
(a) 4-in. diameter cores	0	Inch	\$7.25	\$0.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	1	day	\$80.00	\$80.00
Street Cut Permit	1	each	\$200.00	\$200.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	0	day	\$1,950.00	\$0.00
Lodging/Hotel - Taxes and Fees	0	day	\$30.00	\$0.00
Lodging/Hotel (Taxes/fees not included)	0	day	\$102.00	\$0.00
Meals	0	day	\$56.00	\$0.00
Mileage	0	mile	\$4.85	\$0.00
Moisture Content	6	each	\$15.00	\$90.00
Atterberg Limits	3	each	\$90.00	\$270.00
Minus No 200 Sieve	3	each	\$45.25	\$135.75
Sieve Analysis	0	each	\$89.90	\$0.00
CBR	0	each	\$425.00	\$0.00
Sulfate Content	2	each	\$50.00	\$100.00
Lime Series	1	each	\$242.00	\$242.00
Unconfined Compressive Strength (Soil)	2	each	\$80.00	\$160.00
Texas Triaxial (Subgrade Soil)	0	each	\$2,500.00	\$0.00
One Dimensional Swell, Method C	1	each	\$300.00	\$300.00
SUBTOTAL DIRECT EXPENSES				\$1,956.50

SUBTOTAL	\$1,956.50
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SUMMARY COSTS - FUNCTION CODES	
GEOTECHNICAL STUDIES	\$1,312.29
GENERAL PROJECT MANAGEMENT	\$1,626.54
OTHER DIRECT EXPENSES	\$1,956.50
TOTALS	\$4,895.33