

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # ONE
FOR
LAKE PFLUGERVILLE IMPROVEMENTS and BIEHLE PROPERTY CONCEPT
(LAKE PFLUGERVILLE PHASE 1)**

**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 Half 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 15th day of October, 2018 for the Lake Pflugerville Improvements and Biehle Property Concept (Lake Pflugerville Phase 1) ("Project") in the amount of \$99,856.00 ; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of Agreement, 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 II. Term shall be amended by changing the term of the Agreement to terminate on September 30, 2020.

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/decreasing by \$410,505.00 the amount payable under the Agreement for a total of \$510,361.00, 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.


2.

Except as amended hereby the remaining 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: M. JAMES HENONNES

Title: City Manager

Title: DIR. OF LANDSCAPE ARCHITECTURE / TEAM LEADER

Date: 9/19/19

Date: 9/19/19

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Megan R. Santes". The signature is written in a cursive style and is positioned above a horizontal line.

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT “A”

Draft Scope of Professional Services

LAKE PFLUGERVILLE PH.1 IMPROVEMENTS

City of Pflugerville, Texas

General Scope

The purpose of the services proposed herein is to provide professional consulting services necessary for the development of the first phase of the Lake Pflugerville project, for the City of Pflugerville, Texas. It is the Consultants intent to work in effective cooperation with the Client to achieve an efficient and satisfactory implementation of the project.

Program

Consultant shall provide services, as later described, for the following general program elements (refer to Attachment C – Lake Pflugerville ph. 1 exhibits;

Beach Location

- Expansion of existing beach parking lot (estimate total spaces 110)
- Improvements to parking lot lighting
- Refurbish existing restroom building (replace fixtures, paint, replenish floor, lighting, grout, clean up)
- New restroom facility at beach (appx. 1,500sf, slab on grade, CMU walls, 4 men’s, 4 women’s, small storage space, two outdoor shower heads)
- Water and Wastewater service design
- Electrical service design
- Landscape and site furnishings

Biehle Property

- Account for demo of existing house and associated site structures
- Design of new entrance road and phase 1 parking (est. 50 spaces)
- Improved intersection design at Becker Farm Rd.
- Water and Wastewater service design
- Community garden plots (est. 50 plots of various sizes)
- Temporary restroom facility (small temp. structure for portable toilets)
- Connection to existing loop trail.
- Electrical service design

ASSUMPTIONS

Information to be Provided by City

Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information for services and shall not be liable for error or omissions attributed to inaccurate or incomplete information supplied by city.

- Current City and/or State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Information and studies on existing drainage areas on and off-site, if available.
- Current FEMA Flood Plain data of entire project area.
- Utility information (plans, maps, etc.) both current and archived within the City of Pflugerville.

- Construction and as-built plans of existing facilities completed within the park property and adjacent to site.
- Existing geotechnical reports and data for existing facilities recently completed within the park property and adjacent to the site, if available, for reference only.
- Copies of all licensing agreements, utility agreements, survey documents for right-of-way and easements, and other legal instruments related to the project.

Services to be Performed by City

- Utility coordination for relocations.
- ROW acquisition if required.
- Pay/waive all City filing, permit review, application and inspection fees
- Efficient and timely review of Consultant provided deliverables
- Construction Inspection of Improvements

Overview of Services

Given the above stated general scope and program we will provide the following services:

PHASE 1: PROJECT MANAGEMENT | COORDINATION

This phase will include the following services:

- Provide updated schedules and projected milestones from preliminary design through construction.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, subconsultant management and coordination and preparation & processing of invoices.
- Ensure timely delivery of all deliverables including electronic files and hard copies of all pertinent information.
- Perform Quality Control | Quality Assurance reviews for preliminary and construction documents.
- Assist City in filing the appropriate plans, documents and reports with jurisdictional and regulatory agencies. Submittal may include but not be limited to: City Departments and TDLR.
- Review all comments and requested modifications by jurisdictional and regulatory agencies with the City.
- Coordinate and oversee revisions to drawings and assist City in submitting final documents to the appropriate agencies for final processing, approvals and permits.

PHASE 2: GEOTECHNICAL SERVICES (PROVIDED BY SUBCONSULTANT)

See attached scope or services by Raba Kistner

PHASE 3: PROJECT DESIGN SURVEY

This phase will include the following services:

3.1 Survey Control

- Half shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of Practice for Surveying.
- Half will recover existing or establish new survey controls sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83 (2011) datum. Half will provide QA/QC of established survey control.
- Vertical positions should be provided on NAVD88 datum Determine apparent right-of—way based on plat research. Legal lot lines will not be established.

3.2 Topographic Survey

- Perform field survey of the existing parking lots and improvements including top back of curb, gutter elevations, and any existing structures.
- Obtain spot elevations on driveways at the first joint back from the street edge.
- Obtain break lines and spot elevations sufficient for 1' ft contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Field tie above ground visible improvements.
- Behind curbs, tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features to the right-of-way line (i.e. edges of pavement, curbs and gutter, sidewalks every 50 feet, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies. One-call will be notified prior to acquisition of survey. Halff shall not be liable for utilities not identified as part of the one-call at the time of survey. Note: does NOT include tying irrigation heads; irrigation heads are often below the grass and not readily visible/locatable.
- Field tie trees. The critical root zones (tree circles) will be shown in accordance to COA standards, unless other local or specific standards are provided to us.
- Provide spot elevations at center point of manhole covers and access vaults outside of pavement.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Extract spot elevations and break lines into Digital Terrain Model (DTM).
- Extract and prepare triangulated irregular network into DTM.
- Load 1' foot contour information.
- Driveway and street/county road data - collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET) for a distance of 50' beyond the existing roadway ROW.

PHASE 4: CONSTRUCTION DOCUMENTS

The Consultant will develop working drawings and technical sections of specifications necessary to construct the work based on the approved park Preliminary Design Report (PDR) and phase 1 program. The Consultant intends to consolidate all available data and information into an overall project base map to be used throughout the design process. Due to the expedited nature of this project, the consultant is proposing breaking the construction plans into two (2) bid sets. The first bid set containing all utility and horizontal improvements (i.e. water, wastewater, electrical, parking improvements) and the second bid set containing all vertical and aesthetic improvements (i.e. new restroom building, community gardens).

Working drawings may include, but not be limited to the following information: construction notes, utilities, grading/drainage, dimension control/layout, erosion/sedimentation/tree protection, landscaping, irrigation, site details, site electrical and structural. Consultant shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate utility needs with the City and utility service provider(s). This phase will include the following services:

- Review of project goals, objectives, and budget with design team and Client.
- Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including pre-development meeting with Development Services.
- Determine project time-line and tentative delivery schedule.
- Determine how each bid set will be divided to make for the most expedited time frame of construction.
- Coordinate construction drawings and specifications with other consultants.

- Prepare sixty percent (60%) construction drawings and opinion of probable construction costs (OPCC) including appropriate escalation factors and contingencies.
- Review 60% construction drawings and OPCC with Client (one meeting).
- Prepare one hundred percent (100%) construction drawings, specifications, reports, permit applications and other documents required for permitting and construction; update OPCC including appropriate escalation factors and contingencies.

*All required permitting, review and/or inspection fees are the responsibility of the City of Pflugerville or to be billed as a reimbursable expense.

PHASE 5: REGULATORY ENTITLEMENT | PERMITTING

Consultant shall submit each bid set separately upon completion to achieve the desired timeframe by the Client. The following regulatory agencies will review each set of plans.

5.1 Texas Department of Licensing and Regulations: Texas Accessibility Standards (TAS) Compliance

Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.

*All required permitting, review and/or inspection fees are the responsibility of the City of Pflugerville or to be billed as a reimbursable expense.

5.2 City of Pflugerville Site Development Permit

Consultant shall follow all required development permit processes within the City of Pflugerville Development Services. Consultant shall establish a pre-development meeting and provide all documents necessary to secure approvals and permitting. Consultant shall provide the following services:

- Establish and attend 2 meetings with the City departments as required.

*It is assumed all required fees for review and processing will be waived. However, any fees that may be associated with permitting and/or inspections will be the responsibility of the City of Pflugerville.

PHASE 6: BIDDING ASSISTANCE

Consultant shall assist Client during the bidding and negotiating process. Bidding for this project will occur in two (2) phases in order to help expedite the construction schedule for the client. Items included within each bid phase will be determined at the initial project kick-off meeting. This phase will include the following services for each bid:

- Coordinate the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the City's requirements.
- Arrange for printing and distribution of the bid documents.
- Conduct pre-bid conference (one meeting).
- Address contractor RFI's, prepare and issue addenda as required.
- Attend the bid opening, review/evaluate bids including alternates and formulate bid tabulation
- (one meeting).
- Provide written recommendation to City.
- Once approved by City Staff, attend City Council meeting for award of construction contract.
- Assist with issuance of the Notice of Award and construction contract documents/agreement.

PHASE 7: CONSTRUCTION PHASE SERVICES

Consultant shall assist City during the construction process for each of the two (2) sets of drawings. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. City will provide and pay for construction inspection and materials testing services. Consultant shall assist City/Contractor in filing the Notice of Intent (NOI). This phase will include the following services:

- Assist City with Issuing the Notice to Proceed and assisting with acquiring executed contracts, bonds and insurance from the contractor.
- Conduct and oversee a pre-construction meeting. (1 meeting)
- Construction observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups (as required).
- Conduct and oversee progress meetings (bi-weekly meetings). Estimate construction time 6 months. 20 total site visits have been accounted for in this proposal to account for each phase of construction.
- Review and approve contractor's monthly Application and Certification for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion. (2 meetings)
- Coordinate and attend final inspection, including TAS inspections. (1 meeting)
- Conduct final inspection for acceptance of project and issue letter of concurrence. (1 meeting)
- Acquire final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Review and approve contractor's final Application(s) for Payment including retainage.

*Field changes, change directives, change orders or any other changes during construction of the Project initiated by the Client, without prior written consent of the Consultant, shall indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

DISCLAIMERS

Development Budgets

A proposed development budget including design fees for all park program items indicated was generally established at **\$3,774,722 dollars**, but Consultant does not guarantee that proposals, bids, or actual project cost will not vary from its opinions of probable construction costs (OPCC).

Meetings

This proposal includes professional service time for meetings for coordination and facilitation necessary for the performance of the work herein and has been identified within the process of services. It is the intent of the Consultant to work cooperatively with the Client however, should the number of meetings exceed the identified and allotted number the Consultant reserves the right to limit further meetings and/or request Supplemental Services for additional meetings.

Exclusions to Scope of Services

Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information for services and shall not be liable for error or omissions attributed to bad information.

Opinion of Probable Construction Costs (OPCC)

OPCC's provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the City's budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the

furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

ADDITIONAL SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services outside or in addition to those outlined above in the scope of services, such services shall be performed for an additional fee. Additional Services shall only be provided if previously authorized by the Client.

Additional Services may include, but not be limited to, the following:

- Any meetings of coordination efforts not previously defined under the scope of work.
- Environmental Surveying and Testing Services.
- TCEQ permitting
- EPA Permitting
- US Fish and Wildlife Permitting
- Geological Assessment.
- Cultural Resource Survey
- Karst & Salamander Habitat Assessment
- Endangered Species Habitat Assessment
- Roadway modifications.
- Flood Plain Analysis
- Detailed hydrologic or hydraulic analysis including but not limited to the placement of compensatory cut
- CLOMR and/or LOMR
- Heating or A/C design, ICC Energy code will not require insulated building.
- Site visits by project MEP Engineer, Structural engineer, or Architect.
- No structural calculation submittal will be required
- Preparation of additional Phased bid package(s) with reduced scope of items defined herein, beyond the 2 bid sets outlined in the scope of services above.
- Construction Staking.
- Construction Materials Testing.
- Bridge Design (other than pre-engineered structures).
- Hazardous Site Assessments.
- Environmental services beyond those described in scope of services.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions.
- Services required after final acceptance of construction work.
- Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given;

enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Gas, Telephone/Communication design.
- Design of private utility extension(s) to the project site.
- Preparation of record documents from contractors as-built drawings
- Providing services other than those outlined in scope of services.

ATTACHMENT B: FEE SCHEDULE & REIMBURSABLE EXPENSES

For the basic services stated previously, the lump sum fee per phase shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period. Phase 8: Reimbursable Expense will be performed on a maximum not to exceed manner.

<u>PHASE BASE SERVICE</u>	<u>FEES</u>
Phase 1: Project Management Coordination	\$20,500
Phase 2: Geotechnical Services	\$14,900
Phase 3: Project Design Survey	\$8,215
Phase 4: Construction Documents	\$233,965
Phase 5: Regulatory Permitting	\$12,400
Phase 6: Bidding Assistance	\$32,060
Phase 7: Construction Phase Services	\$85,465
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TOTAL FOR BASIC SERVICES	\$407,505
Phase 8: Reimbursable Expenses	\$3,000
TOTAL AMOUNT INCLUDING NTE REIMBURSABLE EXPENSES	\$410,505

Hourly Rate Table

Job Title	Hourly Rate
Project Manager/Sr. QC	\$ 225.00
Senior Project Engineer (PE)	\$ 200.00
Project Engineer IV (PE)	\$ 185.00
Project Engineer III (PE)	\$ 175.00
Project Engineer II (PE)	\$ 150.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training II	\$ 115.00
Engineer in Training I	\$ 90.00
CADD/GIS Tech II	\$ 95.00
CADD/GIS Tech I	\$ 60.00
Senior Structural Engineer	\$ 190.00
Structural Engineer	\$ 135.00
Structural CADD Tech	\$ 95.00
Survey Manager (RPLS)	\$ 225.00
Surveyor (RPLS)	\$ 165.00
Geospatial Manager	\$ 210.00
Survey/SUE Tech	\$ 100.00
Survey Crew (2-man)	\$ 175.00
Survey Crew (3-man)	\$ 235.00
Landscape Architect Director	\$ 225.00
Sr. Landscape Architect	\$ 150.00
Landscape Designer	\$ 90.00
Sr. Architect Director	\$ 225.00
Architect	\$ 185.00
Electrical Engineer V	\$ 300.00
Mechanical Engineer III	\$ 177.00
Electrical Engineer I	\$ 109.00
Office Tech V	\$ 181.00
Administration	\$ 79.00

ATTACHMENT C: LAKE PFLUGERVILLE PHASE 1 PLANS

PHASE 1 BEACH IMPROVEMENTS GRAPHIC



PHASE 1 BIEHLE IMPROVEMENTS GRAPHIC

