

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # 1  
FOR  
HIGHLAND PARK 30/24-INCH INTERCEPTOR**

**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 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 4<sup>th</sup> day of March, 2020 for the Highland Park 30/24-inch Interceptor project ("Project") in the amount of \$297,122.00; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$66,500.00, on the January 12, 2021 to add Construction Materials Testing, Technical Memorandum, TxDOT Driveway Permit, and updated technical specifications to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services 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 IV. Compensation to Consultant and Exhibit B (Fee Schedule), shall be amended by increasing by \$66,500.00 the amount payable under the Agreement for a total of \$363,622.00, as shown by the attached Addendum to Exhibit 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: Sean Mason

Title: City Manager

Title: Associate

Date: \_\_\_\_\_

Date: January 12, 2021

APPROVED AS TO FORM:

  
\_\_\_\_\_

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

## Exhibit A

### Highland Park 30/24-inch Interceptor Scope of Services – Supplemental #1

#### Project Understanding

The Consultant shall provide the following supplemental services related to the design of the Highland Park Interceptor. These additional services include preparation of technical memorandum, TxDOT coordination for Driveway Permit, use of the City's new technical specifications, and construction materials testing.

#### Task 2 – Analysis, Routing, and Conceptual Design

- The Professional shall prepare a technical memorandum (“TM”) outlining impacts of the routing for review by the City’s Team. The TM shall include:
  - Introduction
  - Summary of Alignment Alternatives
  - Summary of Alignment Evaluation Criteria
  - Overview of Demolition and Abandonment of infrastructure
  - Conclusion and Recommendation for Alignment
  - OPCC
  - Alignment Exhibits

#### Task Deliverables:

- Three (3) hard copies and a PDF of the draft TM
- Three (3) hard copies and a PDF of the Final TM
- Three (3) hard copies and a PDF of the TM based on Landowner Coordination

#### Task 4 – Final Design

- 90% and Final Contract Documents - Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be updated from the 60% documents to the Client’s new standard documents and requirements for public construction.
  - The Consultant will also provide a set of review comments for the draft specifications for review and consideration by the City.
- Final Plans – The Consultant will incorporate the following additional plans:
  - Pflugerville Crossing Lift Station Abandonment Plans (Prepared by Others)

#### Task Deliverables:

- One (1) PDF copy of the 90% and Final specifications using the City’s updated Draft Specification

- One (1) PDF copy of the Consultant's comments on the City's updated Draft Standard Specifications.
- City Team Comment Log Responses 60% and 90%

## **Task 5 - Permitting**

### ***TxDOT Driveway Permit***

The Consultant will prepare for and attend meetings with the City and TxDOT, to the extent requested by the Client and budgeted for in this agreement. The following task meetings are anticipated:

- Up to three (3) TxDOT coordination meetings

Consultant will prepare the driveway permit and submit to TxDOT for approval. If additional permits are required outside of the driveway permit all work shall be considered additional services.

### ***Design Plans***

Kimley-Horn will perform the following tasks as part of the Construction Plans:

- Develop a Sequence of Work and General Traffic Control Notes for construction.
- Prepare Driveway Plan and Profile Sheet at a scale of 1"=20'. Sheet will include any removals associated with construction of the driveway.
- Prepare Erosion Control Layout at a scale of 1"=40'.
- Incorporate TxDOT standard details as applicable.
- Perform internal quality control review.

## **Task 7 – Construction Contract Administration (CCA)**

Materials Testing – (Subconsultant: Rock Engineering & Testing Lab, Inc.) The Consultant will perform material testing in accordance with the plans and specifications and the geotechnical report dated July 17, 2020 per the attached scope of service.

## **Additional Services**

The Engineer's compensation is a not-to-exceed fee for services described in the Agreement. The Engineer will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.



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

December 10, 2020

**Kimley-Horn**

2600 Via Fortune, Terrace I  
Suite 300  
Austin, Texas 78746

Attn: Sierra Jensen, E.I.T.  
[Sierra.Jensen@Kimley-Horn.com](mailto:Sierra.Jensen@Kimley-Horn.com)

**SUBJECT: COST PROJECTION - CONSTRUCTION MATERIALS TESTING SERVICES  
PROPOSED HIGHLAND PARK 30/24 – INCH INTERSEPTOR PROJECT  
PFLUEGERVILLE, TEXAS  
RETL PROPOSAL NO.: P120320A**

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Dear Ms. Jensen, E.I.T.;

**Introduction**

Rock Engineering & Testing Laboratory, Inc. (RETL) is pleased to submit this Cost Projection to provide Construction Materials Testing Services during construction of the proposed Highland Park 30/24-inch Interceptor project in Pflugerville, Texas. RETL proposes to provide qualified personnel to perform testing services, as-requested by your designated representative, in general accordance with the project specifications and plans.

**Background Information**

The following information was provided for our use in the preparation of this proposal:

- Construction Drawing set prepared by Kimley-Horn dated November 2020
- Geotechnical Report prepared by Rock Engineering & Testing Laboratory, Inc. (RETL Project Number G320078) dated July 17, 2020

**Project Understanding**

Based on the referenced information we understand that the proposed project will consist of the following:

- Construction of new Wastewater Lines
  - Wastewater Lines 1 and 2 approximately 1600 linear feet
  - Wastewater Lines A, B, and C approximately 1500 linear feet.
  - Highland Park Lift Station Decommissioning

**ROCK ENGINEERING & TESTING LABORATORY, INC.**

7 Roundville Lane • Round Rock, Texas 78664

OFFICE: (512) 284-8022 • FAX: (512) 284-7764 • [www.rocktesting.com](http://www.rocktesting.com)

## Scope of Services

RETL proposes that the scope of our services for this project consist of the following testing services. Our services will be provided to determine compliance of the contractors work with the project plans and specifications.

- Earthwork Testing
  - Perform field moisture content and density testing on trench backfill materials.
  - Perform laboratory testing of soils to include:
    - Atterberg Limit (ASTM D4318)
    - Sieve Analysis (ASTM C136)
    - Percent Finer than No. 200 Sieve (ASTM D1140)
    - Moisture Density Relationship (ASTM D698 and/or D1557)
- Concrete Inspection:
  - Continuous inspection of the placement of concrete by personnel certified as ACI Concrete Field Testing Tech, Grade 1
    - Obtain representative samples of concrete/masonry (ASTM C172)
    - Measurement of slump (ASTM C143)
    - Determination of air content (ASTM C231)
    - Measurement of temperature (ASTM C1064)
    - Preparation of compressive strength test specimens (ASTM C31, C109, C1019)
  - Laboratory compressive strength testing of test specimens (ASTM C39)
- Project Manager
  - To schedule services and attend project progress meetings
- Professional Engineer
  - Review of material testing reports

## Unit Rates

The type of field and laboratory tests that may be required on this project and the associated unit fees are as follows:

• Atterberg Limits (per test)	\$ 70.00
• Moisture/Density Relationship (per test)	\$ 225.00
• -200 Sieve (per test)	\$ 45.00
• Nuclear Density Test (per test; minimum 3 per trip)	\$ 50.00
• Concrete Test Specimen (each; set of 5 typical)	\$ 50.00
• Engineering Technician (per hour; observations)	\$ 60.00
• Transportation Charge (each)	\$ 65.00
• Project Manager (per hour)	\$ 95.00
• Registered Professional Engineer (per hour)	\$ 185.00
• Project Setup (each)	\$ 125.00



A minimum of three (3) compaction tests will be billed each time this service is requested, and the compaction test fee includes the technician time up to 1-hour on-site, equipment, and reporting. The fee for concrete test cylinders includes the technician time up to 1-hour on-site, sampling equipment, casting, curing, and testing the specimens, and reporting the test results. A minimum of one (1) hour of technician time will be bill for on-site soil sampling/concrete cylinder pickup and any observation services. Overtime work before 8 a.m. and after 5 p.m., and weekend time will be billed at a rate of \$90.00 an hour in addition to the testing fee. Professional Engineer, for requested inspections, will be billed at a minimum rate of 2-hours. The transportation charge includes the technician travel time and all vehicle charges.

**Cost Projection**

Based on the information provided and our experience providing Construction Materials Testing Services on the similar projects, RETL anticipates that the following quantities of testing may be required for this project:

**Wastewater Lines 1 and 2**

• Atterberg Limits	2 tests
• Moisture/Density Relationship	2 tests
• -200 Sieve	2 tests
• Field Densities	132 tests
• Concrete Test Specimens	10 cylinders
• Engineering Technician	6 hours
• Transportation Charge	48 trips
• Project Manager	2 hours
• Registered Professional Engineer	0.5 hours
<b>Subtotal</b>	<b>\$11,902.50</b>

**Wastewater Lines A, B, and C**

• Atterberg Limits tests	2 tests
• Moisture/Density Relationship	2 tests
• -200 Sieve	2 tests
• Field Densities	166 tests
• Concrete Test Specimens	10 cylinders
• Engineering Technician	6 hours
• Transportation Charge	59 trips
• Project Manager	4 hours
• Registered Professional Engineer	2 hours
<b>Subtotal</b>	<b>\$ 13,175.50</b>



### Highland Park Lift Station

- Atterberg Limits 1 tests
- Moisture/Density Relationship 1 tests
- -200 Sieve 1 tests
- Field Densities 15 tests
- Transportation Charge 5 trips
- Project Manager 1 hours

**Subtotal \$ 1,740.00**

Using the applicable unit rates, RETL suggests that an amount on the order of **\$26,818.00** be set aside for Construction Materials Testing Services for this project. The total fee will be dependent on the number of tests performed and number of trips made to the site. The fee does not include any testing services provided during overtime hours.

### Limitations

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the services performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.



**Closing**

RETL looks forward to providing the construction materials inspection and testing services during the construction phase of this project. Copies of the construction materials testing reports will be delivered to the client via the email address provided by the client to RETL on the distribution list below. A hard copy of the construction materials testing reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Bryan Angelo  
CMT Project Manager – Round Rock



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

**ACCEPTED AND APPROVED**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Project Information Sheet**

1. Project Manager \_\_\_\_\_

2. Telephone No. \_\_\_\_\_ Email address \_\_\_\_\_

3. Your Project No. \_\_\_\_\_ Purchase Order No. \_\_\_\_\_

4. Report Distribution (electronically):

( ) Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

( ) Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

( ) Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

5. Invoicing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

6. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**\*\*Payment terms are 100% within 30-days of receipt of the invoice. Please remit to:**

**Rock Engineering & Testing Laboratory, Inc.  
6817 Leopard Street  
Corpus Christi, Texas 78409-1703**

**Please include the invoice number on payment.**



## ATTACHMENT B

**Project Name:** Highland Park 30/24-inch Interceptor - Supplemental #1  
**Prepared By:** Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)					Labor Total (hours)	Misc. Direct Expense (\$)	
			Senior Prof II	Senior Prof I	Prof	Analyst	Project Controller			Admin
			\$255.00	210.00	165.00	145.00	95.00			\$95.00
2	<b>Analysis, Routing, and Conceptual Design</b>									
	Tech Memo		4	8	20			32		
	QA/QC		2	2				4		
	Revisions per City Review and Landowner Meeting			2	6	12		20		
								0		
								0		
	<b>Task Total (Hours)</b>		2	8	14	32	0	0	56	
	<b>Task Total (Dollars)</b>		\$510	\$1,680	\$2,310	\$4,640	\$0	\$0	\$9,140	
4	<b>Final Design</b>									
	Prepare Specifications Based on updated Draft Standards			4	8	16		28		
	Revise OPCC Based on updated Draft Standards			2	6	8		16		
	Prepare Comments on Draft Standards	2 comment logs		2	6			8		
	Coordination Lift Station Demo Plan by Others			4	4	4		12		
	Comment Log Responses	60% and 90% Submittal			4	8		12		
	<b>Task Total (Hours)</b>		0	12	28	36	0	0	76	
	<b>Task Total (Dollars)</b>		\$0	\$2,520	\$4,620	\$5,220	\$0	\$0	\$12,360	
5	<b>Permitting</b>									
	TxDOT Coordination meetings	3 assumed	9		9			18		
	Driveway Plan and Profile			2	4	8		14		
	Erosion Control				2	8		10		
	Driveway Permit Forms			4		8		12		
								0		
								0		
	<b>Task Total (Hours)</b>		9	6	15	24	0	0	54	
	<b>Task Total (Dollars)</b>		\$2,295	\$1,260	\$2,475	\$3,480	\$0	\$0	\$9,510	
7	<b>Construction Contract Administration</b>									
	Rock Materials Testing Fee							0	\$30,000	
	Material Testing Subcontractor Coordination			8	8	16		32		
								0		
								0		
	<b>Task Total (Hours)</b>		0	8	8	16	0	0	32	
	<b>Task Total (Dollars)</b>		\$0	\$1,680	\$1,320	\$2,320	\$0	\$0	\$5,320	
	<b>Reimbursable Expenses</b>									
	Mileage	meetings, site visits							\$170	
	<b>Task Total (Dollars)</b>								\$30,170	
	<b>KIMLEY-HORN TOTAL (Hours)</b>		11	34	65	108	0	0	224	
	<b>KIMLEY-HORN TOTAL (Dollars)</b>		\$2,805	\$7,140	\$10,725	\$15,660	\$0	\$0	\$36,330	
	<b>Miscellaneous Direct Expenses</b>								\$30,170.00	
	<b>GRAND TOTAL</b>								\$66,500.00	