

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 02
FOR
SURFACE WATER TREATMENT PLANT AND LAKE PUMP STATION STANDBY
GENERATOR**

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

This Supplemental Agreement No. 02 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Gupta & 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 23rd day of September 2020 for the Surface Water Treatment Plant and Lake Pump Station Standby Generator project ("Project") in the amount of \$652,914; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 01 for Professional Services ("Agreement") on the 17th day of May 2021 for the Surface Water Treatment Plant and Lake Pump Station Standby Generator project ("Project") in the amount of \$78,275; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 02 for Professional Services for the Project in the amount of \$340,889 on the _____ day of _____ to add Construction Phase Services 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 IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$340,889 the amount payable under the Agreement for a total of \$1,072,078 as shown by the attached Addendum to Exhibit C (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)



(Signature)

Printed Name: Sereniah Breland

Printed Name: **George Luke**

Title: City Manager

Title: **Vice President**

Date: _____

Date: **15 November 2021**

APPROVED AS TO FORM:

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

**City of Pflugerville
Surface Water Treatment Plant and Lake Pump Station
Standby Generator
Addendum to Exhibit A
Amendment #2**

Scope of Services

BACKGROUND

This project will continue to provide the design, bidding, and construction engineering services for installing permanently installed standby electric generators at the Surface Water Treatment Plant (SWTP) and Lake Pump Station. Gupta & Associates, Inc. (GAI) will perform both the electrical distribution and controls (ED&C) and the instrumentation and controls (I&C) design as a prime consultant to the City of Pflugerville (Owner).

Site civil engineering, structural engineering, geotechnical engineering, and topographic survey services will be provided by subconsultants to GAI.

SCOPE OF WORK

BASIC SERVICES SECTION

PROJECT UNDERSTANDING

There have been no specific changes to the project assumptions or objectives.

TASK 1.0 – PROJECT MANAGEMENT

No specific changes to this task.

TASK 2.0 – DESIGN PHASE

No specific changes to this task.

TASK 3.0 – ADVERTISEMENT PHASE

No specific changes to this task.

TASK 4.0 – CONSTRUCTION PHASE

Construction will consist of two separate projects, running concurrently, however:

1. The projects will not begin/end at the same time. However, there will be overlap. This overlap will allow some site visits, construction progress meetings, etc. to be scheduled for the same day. GAI assumes the overall project will last 12 months.
2. As the construction will be done by two separate construction contractors, there will be two separate sets of Contractor's Requests for Information (RFIs), shop drawing submittals, etc.

GAI and our subconsultants will:

1. Notify City of Contractor's non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
2. Interpret the drawings and specifications for City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
3. Consult with and advise the City during construction, make recommendations to the City regarding materials and workmanship, and prepare change orders with the City's approval.
4. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and test equipment, and other data pursuant to the General Conditions of the Construction Contract.
5. Conduct up to two visits, in company with City's representative, as a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.
6. Provide IBC Special inspection for electrical building.
7. Construction material testing will be provided by Beyond Engineering and Testing.
8. Provide record documents based upon Construction Contractor's redline markups consisting of:
 - a. Two half-size hard copies of plans for Owner.
 - b. One CD of PDF of plan files.
9. GAI has allowed up to four man-weeks of labor associated with site commissioning for the two sites.

GAI assumes the following:

Description	Lake Pump Station	Surface Water Treatment Plant
Conduct pre-construction kickoff meetings	1	1
Conduct monthly construction progress meetings	12	12
Respond to Contractor's RFIs	6	12
Review and respond to Contractor's shop drawing and O&M submittals	60	75
Conduct in a final walk-through/punchlist site visit and one additional follow-up inspection	2	2

Addendum to Exhibit C

The scope of work defined above is to be performed on a fixed fee basis as an amendment to the Design Phase Services under the original agreement as shown below:

Category	GAI Labor	Sub-Consultant Labor	GAI Markup (5%)	Total
Lake Pump Station	\$76,894	\$35,801	\$1,790	\$114,485
Surface Water Treatment Plant	\$152,066	\$70,799	\$3,540	\$226,405
Total	\$228,960	\$106,600	\$5,330	\$340,889