

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT #1  
FOR  
Pfennig Lane Pump Station Improvements Project**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

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

ADDRESS:   10814 Jollyville, Building 4, Suite 100  
                  Austin, Texas 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 25 day of October, 2013 for the Pfennig Lane Pump Station Improvements project in the amount of \$38,543.00; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, Work Schedule, and Compensation; and

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

Article II. Term shall be amended by changing the term of the Agreement to terminate on February 30, 2015.

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 by increasing by \$403,863.00 the amount payable under the Agreement for a total of \$442,406.00, as shown by the attached Addendum to Exhibit C (Fee Schedule).

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

**CITY OF  
PFLUGERVILLE**

**FREESE AND NICHOLS, INC.**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name: Brandon E. Wade

Printed Name: Trooper Smith

Title: City Manager

Title: Principal

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
George Hyde  
City Attorney  
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

## ADDENDUM TO EXHIBIT A

### City of Pflugerville

#### Pfennig Lane Pump Station Improvements Design, Bid, and Construction Phase Services

##### **Background and Scope of Work**

The Pfennig Lane Pump Station Improvements Project will include design, bid, and construction phase services for improvements to the existing Pfennig Lane Pump Station as established during the Study Phase. These improvements will include installation of a new ground storage tank, two additional pumps, upgrades to the electrical system, and expansion of the existing electrical room. The scope is more fully described as follows:

##### **Project Assumptions**

- A. The ground storage tank installed at the Pfennig Lane Pump Station will have a capacity of 0.5 MG.
- B. There will be no replacement of existing Pfennig Lane Pump Station piping.
- C. The pump station will have a total capacity of 8,000 gpm using the two existing and two new pumps together. The demand projection in 2030 is approximately 7,300 gpm.
- D. There will be two new VFDs, a new electrical room, a new switchboard, electrical service improvements, and associated electrical equipment.
- E. No modifications will be made to the existing Pfennig Lane Pump Station pumps.
- F. Record drawings for the Pfennig Pump Station will be provided to FNI by the City in ACAD format.
- G. The scope of this phase is limited to evaluating the storage and pumping facilities at the Pfennig Pump Station and does not include evaluating off-site pumping or storage facilities.

##### **Contract Services**

Freese and Nichols, Inc. (CONSULTANT) has been selected to provide professional services for the Pfennig Lane Pump Station Improvements project. The City desires to proceed with the Design, Bid and Construction Phase Services 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 will provide monthly progress reports and schedule updates to the City. CONSULTANT shall render the following professional services in connection with the development of the Project:

- A. PHASE A – PRELIMINARY DESIGN: 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. PROJECT MANAGEMENT: CONSULTANT shall coordinate internally and also with the City for successful Preliminary Design Phase initiation, planning, execution, monitoring/controlling and closeout. CONSULTANT shall manage Preliminary Design Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:

- a) Consult with the City: (1) to review the scope of services, (2) to verify the City's requirements for the Project, and (3) to review available data.
  - b) Advise the City as to the necessity of the City's providing or obtaining data or services from others, and assist the City in connection with any such services.
  - c) Direction and coordination of CONSULTANT's staff and sub-consultants for completion of required tasks and deliverables for the Preliminary Design Phase.
  - d) Provide internal QC review of Preliminary Design Phase Memorandum.
2. MEETINGS: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
- a) Attend one (1) kickoff meeting for the Design Phase of the project.
  - b) Attend one (1) review workshop to review the City's comments on the Preliminary Design Phase Memorandum.
3. PRELIMINARY DESIGN: CONSULTANT will provide preliminary design services to develop a design basis for equipment procurement packages as well as the Issued for Bid Construction Package. The following services will be provided:
- a) Determine preliminary pump selection as decided by the City and CONSULTANT.
  - b) Complete site layouts for the proposed tank.
  - c) Determine recommended landscape improvements and fence recommendation.
  - d) Determine necessary electrical upgrades to the pump station including the new electrical room and the potential upgrade to existing electrical service.
4. EXPAND AND COMPLETE STUDY PHASE MEMORANDUM: CONSULTANT will expand the existing Study Phase Memorandum to document the decisions made during Preliminary Design.
5. ARCHEOLOGICAL DESKTOP STUDY: A Registered Professional Archaeologist will conduct a desktop database review of known cultural resources within and near the project area and make recommendations to comply with state and federal laws and regulations. Services beyond a desktop investigation will be an additional service. The findings of the archaeological study will be sent to the City, separate from the preliminary design phase memorandum.
6. ENGINEER'S OPINION OF PROBABLE COST (EOPC): CONSULTANT will provide a Preliminary EOPC of improvements including any alternatives.
7. DELIVERABLES: CONSULTANT will provide copies of memorandum and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables for the Preliminary Design Phase:
- a) Agendas and Meeting Minutes for all meetings – one (1) electronic copy
  - b) EOPC – one (1) electronic copy
  - c) Preliminary Design Phase Memorandum (Draft and Final) – one (1) electronic copy and four (4) hard copies delivered to the City
- B. PHASE B – EQUIPMENT PRE-PURCHASE: Upon receiving comments from the City on the Phase A memorandum, CONSULTANT shall provide professional services in this phase as follows:

1. PROJECT MANAGEMENT: CONSULTANT shall coordinate internally and also with the City for successful Equipment Pre-Purchase Phase initiation, planning, execution, monitoring/controlling, and closeout. CONSULTANT shall manage Equipment Pre-Purchase Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
  - a) Advise the City as to the necessity of the City's providing or obtaining data or services from others, and assist the City in connection with any such services.
  - b) Direction and coordination of CONSULTANT's staff and sub-consultants for completion of required tasks and deliverables for the Equipment Pre-Purchase Phase.
  - c) Provide internal QC review of Equipment Pre-Purchase Phase Deliverables.
  
2. DESIGN RELATED MEETINGS: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
  - a) Attend one (1) review workshop to review the City's comments on the equipment pre-purchase package.
  
3. EQUIPMENT PRE-PURCHASE BID PACKAGE DEVELOPMENT: CONSULTANT will provide the following services:
  - a) Coordinate with pump manufacturer to finalize pump sizing and selection.
  - b) Coordinate with other equipment manufacturers to finalize equipment sizing and selection.
  - c) Prepare bid package for pre-purchase of equipment using the City's standard front-end contract documents. The pre-purchase bid package will include drawings for equipment including equipment details and site layout and specifications.
  
4. EQUIPMENT PRE-PURCHASE BID PHASE: CONSULTANT will provide the following services associated with the bid phase for the equipment pre-purchase:
  - a) CONSULTANT will attend one (1) Pre-Bid Conference to be administered by the City. Assist the City with preparation of agenda, provide the City with meeting notes, and coordinate conference responses with the City. Written responses to issues identified at the pre-bid conference will be in the form of addenda issued after the conference.
  - b) CONSULTANT will assist the City by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
  - c) CONSULTANT will assist the City in the opening and analyzing of the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to supply equipment for the project. This includes researching supplier qualifications and references. Recommend award of contract or other actions, as appropriate, to be taken by the City in the form of a Letter of Recommendation.
  - d) CONSULTANT will conform the construction documents by incorporating all addenda items into the plans and specifications.

5. EQUIPMENT PRE-PURCHASE PROCUREMENT: CONSULTANT will provide the following services associated with the procurement of the equipment:
  - a) CONSULTANT will attend a pre-submittal meeting with equipment manufacturers.
  - b) CONSULTANT will review shop drawings for equipment and other necessary equipment and provide comments and/or approval to the manufacturers.
  - c) CONSULTANT will review Factory Testing pump curves and other equipment performance data and provide comments and/or approval to the manufacturers.
  
6. DELIVERABLES: Provide copies of plans and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables for Phase B:
  - a) Agendas and Meeting minutes for all meetings – one (1) electronic copy
  - b) EOPC
  - c) Equipment pre-purchase package (draft, final, and conformed) – one (1) electronic copy on CD, four (4) sets of standard 11 x 17 “half-size” plan sets and 8 1/2 x 11 specifications
  
- C. PHASE C – 75% DESIGN: Upon receiving comments from the City on the Phase A memorandum, CONSULTANT shall provide professional services in this phase as follows:
  7. PROJECT MANAGEMENT: CONSULTANT shall coordinate internally and also with the City for successful 75% Design Phase initiation, planning, execution, monitoring/controlling and closeout. CONSULTANT shall manage 75% Design Phase integration, scope, time, cost, quality, staff resources, communications, risk and procurements as necessary. This includes but is not limited to:
    - a) Advise the City as to the necessity of the City's providing or obtaining data or services from others, and assist the City in connection with any such services.
    - b) Direction and coordination of CONSULTANT's staff and sub-consultants for completion of required tasks and deliverables for the 75% Design Phase.
    - c) Provide internal QC review of 75% Design Phase Deliverables.
  
  8. MEETINGS: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
    - a) Attend one (1) review workshop to review the City's comments on the 50% Design.
    - b) Attend one (1) public meeting related to the project.
  
  9. 75% DESIGN: CONSULTANT will provide the following services:
    - a) Perform survey of existing site including:
      - i. Survey of existing tank (existing finished floor elevation, inlet and overflow) as well as existing pump station site with improvements and finished floor of existing pump station building.
      - ii. Topographic/design survey utilizing GPS methodology.
    - b) Perform a geotechnical investigation for the proposed 0.5 MG ground storage tank. Perform the following services:
      - i. Contact Texas One Call System and local utilities to locate buried utilities within existing easements and right-of-way.

- ii. Provide the following borings:
    - a. Four (4) borings to a depth of 30 feet at the proposed tank pedestal perimeter.
    - b. One (1) boring to a depth of 60 feet at center of the proposed tank pedestal.
  - iii. During drilling, obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-cohesive soils. Perform Texas Cone Penetrometer (TCP) tests in rock and rock-like material. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix.
  - iv. During drilling, observations of seepage and groundwater will be recorded.
  - v. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples.
  - vi. Select samples for laboratory testing, assign tests, and review test results. Tests are expected to include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, pressure swell tests, and unconfined compression tests.
  - vii. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers.
  - viii. Prepare a technical memorandum summary of the geotechnical investigation presenting the boring locations, boring logs, lab test results, and a discussion of general subsurface conditions at the site and their impact on the design. The memorandum will include recommendations for subgrade preparation below the tank, recommended foundation type(s) and allowable loading, pavement design, and a general discussion of construction issues.
- c) Prepare 75% project drawings and specification list for pump station improvements and proposed tank. Include drawings for two additional pumps with VFD's, new ground storage tank with associated piping, proposed landscaping plan, fencing recommendations, necessary electrical upgrades and electrical room expansion. Plans and specifications shall include City of Austin standard details and specifications.
  - d) Prepare 75% EOPC.

10. DELIVERABLES: Provide copies of plans and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables for Phase C:

- a) Agendas and Meeting minutes for all meetings – one (1) electronic copy
- b) Updated project design/bid/construction schedule – one (1) electronic copy
- c) 75% EOPC – one (1) electronic copy
- d) 75% project drawings and specification list – one (1) electronic copy on CD, two (2) sets of standard 11 x 17 “half-size” plan sets and two (2) sets of 22 x 34 “full-size” plan sets
- e) 75% comment response form

D. PHASE D – 100% DESIGN: Upon receiving comments from the City on the Phase C deliverables, CONSULTANT shall provide professional services in this phase as follows:

1. PROJECT MANAGEMENT: CONSULTANT shall coordinate internally and also with the City for successful 100% Design Phase initiation, planning, execution, monitoring/controlling and closeout. CONSULTANT shall manage 100% Design Phase integration, scope, time, cost, quality, staff resources, communications, risk, and procurements as necessary. This includes but is not limited to:
  - a) Advise the City as to the necessity of the City's providing or obtaining data or services from others, and assist the City in connection with any such services.
  - b) Direction and coordination of CONSULTANT's staff and sub-consultants for completion of required tasks and deliverables for the 100% Design Phase.
  - c) Provide internal QC review of 100% Design Deliverables.
2. MEETINGS: CONSULTANT will prepare meeting agendas and minutes for all meetings and workshops listed below:
  - a) Attend one (1) review workshop to review the City's comments on the 100% Design.
3. 100% DESIGN: CONSULTANT will provide the following services:
  - a) Prepare 100% project drawings and specifications for pump station improvements and proposed tank. Include drawings for two additional pumps with VFD's, new ground storage tank with associated piping, landscaping plan, proposed fencing, necessary electrical upgrades and electrical room expansion.
  - b) Prepare 100% EOPC.
  - c) Incorporate the City's 100% comments to produce Issued for Bid plans and specifications.
4. DELIVERABLES: Provide copies of plans and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables for Phase D:
  - a) Agendas and Meeting minutes for all meetings – one (1) electronic copy
  - b) Updated project design/bid/construction schedule – one (1) electronic copy
  - c) 100% EOPC – one (1) electronic copy
  - d) 100% project drawings and specifications – one (1) electronic copy on CD, four (4) sets of standard 11 x 17 "half-size" plan sets
  - e) 100% comment response form
  - f) Issued for Bid drawings and specifications – one (1) electronic copy on CD, two (2) sets of standard 11 x 17 "half-size" and two (2) sets of 22 x 34 "full-size" plan sets

E. PHASE E - BID PHASE: Upon completion of the design services, and approval of Design Phase drawings and specifications by the City, CONSULTANT shall proceed with the performance of services in this phase. CONSULTANT shall provide professional services in this phase as follows:

1. PROJECT ADMINISTRATION AND RELATED ACTIVITIES: CONSULTANT will provide the following services:



- a) Advise the City of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the City and are not included in the services performed by CONSULTANT.
  - b) Direction and coordination of CONSULTANT'S staff and sub-consultants for completion of required tasks and deliverables for the Bid Phase.
2. CONSULTANT will attend one (1) Pre-Bid Conference and Site Meeting to be administered by the City. Assist the City with preparation of agenda, provide the City with meeting notes, and coordinate conference responses with the City. Written responses to issues identified at the pre-bid conference will be in the form of addenda issued after the conference.
  3. CONSULTANT will assist the City by responding to questions and interpreting bid documents. Prepare addenda to the bid documents if necessary.
  4. CONSULTANT will assist the City in the opening and analyzing of the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references. Recommend award of contract or other actions as appropriate to be taken by the City in the form of a Letter of Recommendation.
  5. CONSULTANT will conform the construction documents by incorporating all addenda items into the plans and specifications.
  6. DELIVERABLES: Provide copies of plans and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables for Phase D:
    - a) Conformed drawings and specifications - one (1) electronic copy on CD, four (4) sets of standard 11 x 17 "half-size" and one (1) 22 x 34 "full-size" plan sets

F. PHASE F - CONSTRUCTION PHASE: Upon completion of the bid phase services, CONSULTANT will proceed with the performance of construction phase services as described below. CONSULTANT will endeavor to protect the City in providing these services however, it is understood that CONSULTANT does not guarantee the Contractor's performance, nor is CONSULTANT responsible for supervision of the Contractor's operation and employees. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CONSULTANT shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.

1. Assist the City in conducting a pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the project from information provided by the Construction Contractor.
2. Establish communication procedures with the City and Contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and

summarize project costs, Contractor's cash flow, construction schedule and pending and approved contract modifications.

3. Conduct a maximum of one (1) public meeting during construction related to the project.
4. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. The documentation system for this project will be E-Builder. Monitor the processing of Contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. A maximum of forty (40) submittals is assumed for this project. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. At the conclusion of the project, deliver a DVD of all approved submittals to the City.
5. Based on CONSULTANT'S observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that CONSULTANT recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. These site visits will not include the final review of the project. The total amount of site visits will not exceed five (5) site visits. In this effort CONSULTANT will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the OWNER. Visits to the site in excess of the specified number (5 visits) are an additional service.
7. CONSULTANT shall attend monthly construction progress meetings with the Contractor and City staff during the construction phase (maximum of 5). These meetings shall be scheduled by City Inspector. The number of progress meetings to be attended shall be based on the CONSULTANT's best estimate of the construction duration. Attendance shall be limited to CONSULTANT's project manager and personnel required for that particular meeting depending on the subjects/issues to be discussed. CONSULTANT shall preside over the meetings, prepare meeting agendas, and distribute them at the meetings. CONSULTANT shall also prepare meeting summaries within five (5) working days of the meeting, and send it to City for review before finalizing it.
8. Notify the Contractor of 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.
9. Interpret the drawings and specifications for the City and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the City, for

substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the Contractor on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to the City is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the construction contract documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service. A maximum total of five (5) change orders and field orders are assumed for this project.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the City, if appropriate. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of CONSULTANT are an additional service. A maximum of five (5) contract modifications are assumed for this project.
12. Perform materials testing during the Construction Phase for electrical room expansion slab, tank subgrade, pipeline embedment, and valve vaults as needed. The tank slab concrete testing will be the responsibility of the tank manufacturer and is not included in this scope of work. The materials tests during construction shall not exceed eight (8) soils/embedment tests, three (3) reinforcing steel observations, four (4) concrete testing trips with four (4) tests per trip, and one (1) masonry test. All further tests will be considered an additional service.
13. Assist in the transfer of and acceptance by the Contractor of any equipment or materials furnished by the City.
14. Attend up to two (2) half day site visits to observe and assist in performance test and initial operations of the Project. Conduct, in company with the City, a Substantial Completion Inspection and Punchlist review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract documents. Provide a letter of general conformance with the Construction Contract Documents at the Substantial Completion of construction, with a list of noted deficiencies to the City.
15. Conduct one (1) half day Final Inspection at the completion of the Project.
16. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Two (2) sets of 11 x 17 "half-size" paper and one electronic copy of "Record Drawings" in PDF on CD shall be provided by CONSULTANT to the City.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by CONSULTANT, if authorized by the City, which are not included in the above described basic or supplemental services, are described as follows:

- A. Design, contract modifications, studies, or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this agreement.
- B. Phase 1 Environmental Services.
- C. Coordination with the Texas Historical Commission (THC) beyond production of desktop archeological investigation and recommendation letter to THC.
- D. Performing investigations, studies and analyses of Contractor's substitutions of equipment and/or materials or deviations from the drawings and specifications (does not include "approved by ENGINEER" designation as included in the Contract Documents).
- E. Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
- F. Services required to resolve bid protests or to rebid the projects for any reason.
- G. Construction meetings in excess of the number of meetings included in the Basic Services.
- H. Visits to the site during the construction phase in excess of the number of trips included in the Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- I. Full-time construction Resident Representation services.
- J. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the contract time.
- K. Providing services to review or evaluate construction Contractor claim(s), provided said claims are supported by causes not within the control of the CONSULTANT.
- L. Providing value engineering studies or reviews of cost savings proposed by construction Contractor after bids have been submitted.
- M. Providing follow-up professional services during Contractor's warranty period.
- N. Fees associated with GLO easements/leases or other permits.
- O. Expert representation at legal proceedings or at contested hearings.
- P. Attending factory pump testing
- Q. Competitive sealed proposals or other alternative procurement methods
- R. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by the CONSULTANT as an Additional Service.
- S. Traffic control during construction
- T. Survey outside of the existing site fence, except as indicated.
- U. Procurement of any construction or permanent easements.
- V. Evaluation of offsite drainage capacities for tank overflows.
- W. Project renderings
- X. Aesthetic enhancements to the proposed tank and/or the existing tank beyond color changes.
- Y. Adding metering equipment to the project.







