

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 1
FOR
MASTER AGREEMENT FOR FUNDING SUPPORT SERVICES
WIFIA FUNDING MANAGEMENT**

**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 CP&Y, Inc., dba STV Infrastructure ("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 12th day of January, 2023 for the Master Agreement for Funding Support Services project ("Project") in the amount of \$123,555.00; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$249,811.00 to add Water Infrastructure Finance and Innovation Act (WIFIA) funding management services to the Agreement; and

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

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

1.

Article III. Scope of Services and Attachment 1, shall be amended as set forth in the attached Addendum to Attachment 1 (Item I. Basic Services and Item III. Schedule).

Article IV. Compensation to Consultant and Attachment 1, shall be amended by increasing by \$249,811.00 the amount payable under the Agreement for a total of \$373,366.00, as shown by the attached Addendum to Attachment 1 (Item IV. Fee Schedule).

2.

Except as amended hereby, 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)

Printed Name: Sereniah Breland

Title: City Manager

Date: _____



(Signature)

Printed Name: Marisa Treviño Vergara, PE

Title: Senior Vice President

Date: 5/7/2024

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL

SANTEE & ZECH, A Professional Corporation

SCOPE OF SERVICES
MASTER AGREEMENT FOR FUNDING SUPPORT SERVICES
SUPPLEMENTAL AGREEMENT #1

WIFIA FUNDING MANAGEMENT

PFLUGERVILLE, TEXAS

Background

The City of Pflugerville (City) has retained CP&Y, Inc., dba STV Infrastructure (Consultant) to provide Funding Support Services for the purpose of assisting the City with the requirements of the Texas Water Development Board's (TWDB) State Revolving Fund (SRF) funding program, the Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) funding program, and additional funding support services as determined to be in the best interest of the City.

The purpose of this project is to assist the City with the management of funding received through the EPA's WIFIA program, which includes funding for up to seven (7) projects in the first tranche, with the opportunity for funding of an additional twenty-one (21) projects in future tranche(s). The Consultant will assist the City in managing the funding requirements for the first tranche, and determining the requirements and next steps for funding future tranche(s) for the additional projects in the future. The duration of services under this scope of services is twelve (12) months. Additional assistance after this period will be provided under a separate agreement.

I. Basic Services

A. Project Management

This task consists of ongoing project management, project administration, meetings and project controls for the WIFIA program management for a period of up to twelve (12) months.

1. Project Administration
 - a. Providing monthly updates to City team on funding progress.
 - b. Regular coordination with consultant team and coordination progress tracking, action items, upcoming activities, and key schedule milestones.
2. Funding Meetings and Controls
 - a. Progress Meetings
 - (i) WIFIA Funding Kickoff Meeting: Conduct a kickoff meeting with City staff to discuss the requirements, expectations, and schedule for the WIFIA tranche 1 funding.
 - (ii) Bi-Monthly (Every other month) Funding Project Status Meeting with City: Bi-monthly meeting with City project manager(s) and/or City financial staff to discuss status of funded projects, upcoming deadlines, and discuss questions related to funding requirements.

- b. Data Management
 - (i) Maintain records of overall program funding-related correspondence and submittals.
 - (ii) Coordinate Consultant access to overall program project file including access to individual files/folders for each Tranche 1 project.
- c. Program Metric Tracking
 - (i) Development of tracking tools, in collaboration with the City's current systems, to track overall program status, disbursed amounts per tranche, use of local matching funds, and upcoming disbursement requests.

B. WIFIA Program Standardization

This task includes development of standards, workflows, and templates that will be used to manage the WIFIA Program for Tranche 1 and future tranches. This task will be for up to twelve (12) months.

1. Programmatic Reporting
 - a. Develop a checklist or template for quarterly report to be utilized by each project throughout the program duration.
 - (i) Develop a standardized loan format and process workflow for quarterly report documentation collection, organization, approval, and submittal.
 - b. Develop a template and process workflow for Modification to Total Project Costs notification as outlined in the loan agreement.
2. Procurement Compliance
 - a. Develop a checklist or template of all required WIFIA language and documents to be included in procurements for professional services.
3. Bid Package Compliance
 - a. Develop a checklist or template for front-end documents that includes all required WIFIA language and documents to be included in procurement for construction contracts.
4. Davis-Bacon and American Iron and Steel (AIS) Compliance
 - a. Develop a checklist or guidance of files required to be maintained from each project by the City for Davis-Bacon and AIS compliance.
5. Pay Application Compliance
 - a. Develop checklist or guidance of files required to be submitted with pay applications for each project to ensure compliance with WIFIA program requirements.
6. Contract Close Out Compliance
 - a. Develop a checklist of required files and an efficient document review process for project close-out.
7. Disbursements and Invoicing
 - a. Develop checklist or template for monthly requisition requests to be utilized by each project throughout the program duration.
 - (i) Develop a standardized loan format and process workflow for monthly requisition request documentation collection, organization, approval, and submittal.

C. WIFIA Program Funding Support

This task includes support services provided to the City for management, compliance, and coordination with EPA WIFIA staff associated with funding of the program for the Tranche 1 projects included in the

WIFIA Loan Application submitted by the City in November 2023. The below tasks are anticipated to include up to seven (7) projects with coordination of up to four (4) design engineers. Consultant will serve as the City's representative/liaison for the funding agency, and coordinate with City's design engineers to gather information to satisfy funding requirements. Development of project-specific documentation is not included in the Consultant's scope. This task will be for up to twelve (12) months.

1. Coordination with City and EPA
 - a. Coordinate directly with WIFIA staff for general program updates, project specific questions, and to confirm compliance as projects progress.
 - b. Provide guidance to the city team regarding EPA requirements, changes, decisions, and questions specific to WIFIA financing.
2. Tranche 1 Additional Closing Support
 - a. Attend monthly progress meetings with WIFIA staff during the Tranche 1 review and closing process.
 - b. Attend up to two (2) additional discipline specific meetings with WIFIA staff during the Tranche 1 review and closing process.
 - c. Closing Correspondence and Support
 - (i) Coordination with WIFIA related to submitted engineering documents, and corresponding updates to the Section E submittal in response to comments from WIFIA and City, and updates to City's CIP budget information.
 - (ii) Correspond as needed with EPA staff during the environmental review and drafting process for the finding.
 - d. Ongoing coordinate with City and WIFIA staff during closing process.
3. Tranche 1 Overall Loan Support
 - a. Assist in the preparation for and attend periodic status meetings with the City and WIFIA Staff (up to 2)
 - b. Assist in the development and submission of quarterly reports as outlined in the loan agreement. (up to 4)
 - c. Assist in the development and submission of Modification to Total Project Costs notifications if needed per the threshold outlined in the loan agreement.
 - d. Maintain record and status of programmatic submittals throughout the duration of the contract.
 - e. Assist in the preparation and submission of monthly requisition requests according to the disbursement schedule included in the loan agreement. (up to 8).
 - (i) Coordinate with the City staff and WIFIA staff as needed to provide any additional information requested.
4. Tranche 1 Project-Level Support
 - a. Bid Package Compliance
 - (i) Provide the bid package checklist or template to the engineer of record for each project to be included in the plans, specifications, and contract documents.
 - (a) It is the responsibility of the engineer of record to confirm that requirements are adequately incorporated into the plans and specifications prior to bidding of the project.
 - (ii) Review draft bid documents for each project to ensure all funding requirements, forms, and language are included in the bid package developed by the engineer of record.

- (a) It is the responsibility of the engineer of record to confirm that requirements are adequately incorporated into the plans and specifications prior to advertisement.
 - (iii) Attend up to one (1) thirty-minute meeting with the engineer of record to answer questions about incorporation of the WIFIA requirements into the bid package.
 - (iv) Submit design and bidding documents to WIFIA staff for review and approval prior to bidding.
 - (a) Coordinate with WIFIA staff and the engineer of record on revisions as needed.
- b. Site Visits
 - (i) Assist in document preparation for site visits from WIFIA staff for each project.
 - (ii) For each project, attend site visits from WIFIA staff including the following: Initial Visit (up to 1) and Periodic Construction Monitoring Visits (up to 2 per year).
- c. Davis-Bacon Compliance

The following services do not include the Water Treatment Plant Expansion project or Wilbarger Creek Regional Wastewater Treatment Facility project. Davis-Bacon compliance for these projects are being completed by others.

 - (i) For each project, quarterly spot check review of weekly certified payrolls from the contractor for compliance with Davis-Bacon wage requirements.
 - (ii) For each project, conduct quarterly on-site interviews with hourly employees of the contractor and sub-contractors to ensure compliance with Davis-Bacon wage requirements.
 - (iii) For each project, develop a quarterly summary report to the City with attached documentation of on-site interviews and certified payroll spot checks.
- d. American Iron and Steel Compliance
 - (i) For each project, assist in review of American Iron and Steel compliance letters to be maintained on the project site.
 - (ii) For each project, perform quarterly verification of use of the De Minimis Log by the contractor.
 - (iii) For each project, it is assumed visual inspection of materials on site will be completed by others.
- e. Pay Application Compliance
 - (i) Attend up to one (1) thirty-minute meeting with the engineer of record to answer questions about incorporation of the WIFIA requirements into the pay application.
 - (ii) For each project, assist the City in review of pay applications for consistency with WIFIA requirements and approved project scope.
 - (iii) Assist the City in documentation and file maintenance of construction pay applications for each project.
- f. Disbursements and Invoicing
 - (i) Provide the requisition request checklist or template to the construction manager for each project to be submitted each month according to the requisition request workflow.
 - (a) It is the responsibility of the construction manager to provide the required documentation by the deadline outlined in the process workflow.
 - (ii) Monthly coordination with each project team for monthly requisition requests.

D. Future Tranche Planning and Technical Support

This task includes support services provided to the city team to evaluate and recommend phasing of future tranches for projects included under Tranche 2 of the November 2023 WIFIA application. This task also includes completion of the engineering and environmental review as well as closing of the future tranches. This task will be for up to twelve (12) months.

1. Evaluation of Future Tranches
 - a. Evaluate phasing for future tranche(s) considering project schedules, environmental review requirements, WIFIA closing requirements, and additional costs to the City based on the master agreement.
 - b. Develop a recommendation for the phasing of future tranche(s) and anticipated timing.
 - (i) Conduct a meeting with the City to present the recommended program structure for future tranches.
 - c. Coordinate as needed with WIFIA staff about the proposed structure of future tranches and timeline.
2. Future Tranche Technical Support
 - a. Attend monthly progress meetings with WIFIA staff during the future tranche review and closing process.
 - b. Attend up to four (4) additional discipline specific meetings with WIFIA staff during the future tranche review and closing process.
 - c. Engineering Review
 - (i) Develop and submit required engineering documents for review as part of a future tranche. This includes project specific attachments, and the Section E submittal including breakdown of budget by project based on current 5-year Capital Improvement Program.
 - (ii) Correspond as needed with EPA staff during the engineering review process.
 - (iii) Assist in development of the draw schedule considering the project schedules for the projects included in the future tranche.
 - d. Environmental Review
 - (i) Develop and submit the Programmatic Environmental Assessment (PEA) for future tranche projects.
 - (a) Coordinate field work required to be completed for grouped PEA projects. Environmental work will be performed by others under each individual design project contract. Documentation to be provided to the Consultant.
 - (ii) Participate, as needed, in consultation with environmental agencies required by WIFIA.
 - (a) Consultation services and resulting documentation to be provided by others when contracted externally by City.
 - (b) Coordinate with TWDB Environmental Reviewer for additional TWDB funding outside of WIFIA, if needed.
 - (c) Assist in agency coordination and provide guidance and recommendations in non-typical permitting requirements.

- (iii) Correspond as needed with EPA staff during the environmental review and drafting process for the finding.
- e. Coordinate with City and WIFIA staff during closing process to answer questions and coordinate with City and City's Financial Advisor and Bond Counsel.

II. Additional Services

- A. Other work not described in the basic services must be approved by supplemental amendment to this Contract by the Owner before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental amendment.

III. Assumptions

- A. The Consultant may make requests and provide responses related to the WIFIA funding on behalf of the City.
- B. Based on current project schedules, projects included in Tranche 1 are not anticipated to require closeout within the twelve-month duration of this agreement, therefore closeout requirements and effort are not included in this scope of work.
- C. The following items are not included in the Consultant's scope:
 - 1. Maintenance of project file by City and/or engineer of record including required state approvals for design of the project and project change orders or modifications.
 - 2. Consultant not responsible for incorporation of WIFIA requirements by City into project contracts executed prior to this agreement.
 - 3. Consultant not responsible for incorporation of WIFIA requirements by other engineers into bid documents and pay applications.
 - 4. Consultant not responsible for ensuring implementation of WIFIA requirements for contractors and subcontractors.
 - 5. Owner responsible for advising consultant on general description of services for independent consultants.
 - 6. Consultant is not responsible for financial advising, bond counsel services, legal services, or other tasks not identified in the scope of work. These services will be performed by others.

IV. Project Schedule

- A. The duration of this agreement is up to twelve (12) months from Notice to Proceed (NTP), anticipated to be prior to closing of WIFIA loan.

V. Fee Schedule

- A. See attached.

City of Pflugerville Funding Support Services PSSA #1 WIFIA Funding Management										
FEE SCHEDULE										
Project Phase	Task Description	Project Manager	Senior Engineer	EIT	Senior Controls	Funding Specialist	Sr. Environ. Planner	Admin	Total Labor Hours	Total Direct Labor Costs
		\$ 265.00	\$ 240.00	\$ 130.00	\$ 175.00	\$ 155.00	\$ 180.00	\$ 85.00		
I. BASIC SERVICES										
A.	Project Management									
1.	Project Administration									
a.	Progress Updates	6			6	12		12	36	\$ 5,520.00
b.	Internal Team Meetings and Coordination	6			12	12			30	\$ 5,550.00
2.	Funding Meetings and Controls									
a.	Progress Meetings	6			6	12		6	30	\$ 5,010.00
b.	Data Management	6			12	6			24	\$ 4,620.00
c.	Program Metric Tracking	6			6	12			24	\$ 4,500.00
TASK A. TOTALS									144	\$ 25,200.00
B.	WIFIA Program Standardization									
1.	Programmatic Reporting	1			6	8			15	\$ 2,555.00
2.	Procurement Compliance				2	4			6	\$ 970.00
3.	Bid Package Compliance	1			2	6			9	\$ 1,545.00
4.	Davis Bacon and AIS Compliance				2	4			6	\$ 970.00
5.	Pay Application Compliance	1			4	6			11	\$ 1,895.00
6.	Contract Close Out Compliance				4	6			10	\$ 1,630.00
7.	Disbursement and Invoicing	1			4	6			11	\$ 1,895.00
TASK B. TOTALS									68	\$ 11,460.00
C.	WIFIA Program Funding Support									
1.	Coordination with City and EPA									
a.	Program Updates and Ongoing Coordination	6			6	24			36	\$ 6,360.00
b.	Guidance on Requirements, Decisions, and Questions	6			6	12			24	\$ 4,500.00
2.	Tranche 1 Additional Closing Support									
a.	Monthly Meetings with WIFIA Staff to Discuss Tranche 1 Closing	2			4	4	2		12	\$ 2,210.00
b.	Discipline Specific Meetings with WIFIA Staff (2)	2			4	4	4		14	\$ 2,570.00
c.	Closing Correspondence and Support	4			2	8	8		22	\$ 4,090.00
d.	Coordinate with WIFIA and City Staff during Closing Process	4	2	2	8	12	4		32	\$ 5,780.00
3.	Tranche 1 Overall Loan Support									
a.	Meetings with WIFIA and City Staff (2)	2			2	4			8	\$ 1,500.00
b.	Quarterly Reports	4			12	24			40	\$ 6,880.00
c.	Develop and Submit Modification to Total Project Costs	2			6	8			16	\$ 2,820.00
d.	Status Tracking of Programmatic Submittals	4			4	24			28	\$ 4,780.00
e.	Prepare and Submit Monthly Requisition Requests	8		16	32	64		8	128	\$ 20,400.00
4.	Tranche 1 Project Level Support									
a.	Bid Package Compliance	2			14	28	14		58	\$ 9,840.00
b.	Site Visits			56		56	28		140	\$ 21,000.00
c.	Davis-Bacon Compliance	6			28	112		28	174	\$ 26,230.00
d.	American Iron and Steel Compliance	2			14	28			44	\$ 7,320.00
e.	Pay Application Compliance	4			14	14			32	\$ 5,680.00
f.	Disbursements and Invoicing	4			21	84			109	\$ 17,755.00
TASK C. TOTALS									917	\$ 149,715.00
D.	Future Tranche Planning and Technical Support									
1.	Evaluation of Future Tranches									
a.	Evaluate Phasing of Future Tranches	4			8	16	12		40	\$ 7,100.00
b.	Develop Recommendation for Phasing Future Tranches	2			4	8	4		18	\$ 3,190.00
c.	Coordinate with WIFIA Staff on Proposed Future Tranches					4	2		6	\$ 980.00
2.	Future Tranche Technical Support									
a.	Monthly Meetings with WIFIA Staff to Discuss Future Closing	4			4	4	4		16	\$ 3,100.00
b.	Discipline Specific Meetings with WIFIA Staff (4)	4			4	8	4		20	\$ 3,720.00
c.	Engineering Review	4	16	16	12	40			88	\$ 15,280.00
d.	Environmental Review	4			4	24	64		96	\$ 17,000.00
e.	Coordinate with WIFIA and City Staff during Closing Process	2	4		16	32	16		70	\$ 12,130.00
TASK D. TOTALS									354	\$ 62,500.00
EXPENSES										\$ 936.00
TOTAL		120	22	90	291	740	166	54	1,483	\$ 249,811.00