

**What PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 3 FOR
CENTRAL WASTEWATER TREATMENT PLAN EXPANSION**

**STATE OF TEXAS §
 §**

COUNTY OF TRAVIS

§

This Supplemental Agreement No. 3 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Plus Six Engineering, LLC ("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 19th day of November, 2019 for the Central WWTP Expansion Construction Phase project ("Project") in the amount of \$2,954,744; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 1 for Professional Services ("Supplement #1") on the 28th day of April, 2021 for the Phase 2 CWWTP Expansion design phase services to the Agreement in the amount of \$ 88,527.19; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 2 for Professional Services ("Supplement #1") on the 30th day of November, 2021 for the Phase 1 CWWTP Expansion Construction Phase Services Extension to the Agreement in the amount of \$ 200,000.00 and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$ 118,560.00, on the 8th day of March, 2022 to add Phase 1 CWWTP Expansion Construction Phase Services - Additional to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of the 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 III, Scope of Services and Exhibit 1, shall be amended as set forth in the attached addendum to Exhibit 1.

Article III. Work Schedule and Exhibit 1, shall be amended as set forth in the attached addendum to Exhibit 1.

Article IV. Compensation to Consultant and Exhibit 1 (Fee Schedule), shall be amended by increasing by \$118,560.00 the amount payable under the Agreement for a total of \$3,361,831.19, as shown by the attached Addendum to Exhibit 1 (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: **Mildred Gaughan**

Title: City Manager

Title: **Managing Member**

Date: _____

Date: 03/01/2022

APPROVED AS TO FORM:

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

City of Pflugerville

Scope of Services

Owner's Representative Services

Central Wastewater Treatment Plant Expansion, Phase 1

Construction Phase

TASK 120 – Project Construction Management Services

Project Construction Manager Services are complete and accepted through March 8, 2022.

- A. Project Construction Manager (PCM) will coordinate the day-to-day requirements of the Projects.
- B. PCM serves as the liaison between the construction contractors and the City. The PCM provides leadership to the assigned Field Staff in the performance of their duties and coordinate the administrative efforts required to support construction of the Projects.
- C. Primary roles and responsibilities of PCM includes the following:
 - 1. Serve as the primary point of contact for project, with primary responsibility for construction contract administration.
 - 2. Coordinate the services provided by Resident Project Representatives to determine that their duties are performed in a timely manner and in accordance with acceptable processes and procedures.
 - 3. Work directly with Plant Operations Manager to coordinate construction activities with the City's operations.
 - 4. Coordinate services provided by consultants under direct contract to the City if requested by the City.
 - 5. Work with Commissioning and Start-up team to coordinate training and start up activities.
 - 6. Work with contractors to resolve any issues or disputes related to construction. Support the City Project Manager in the resolution of any disputes or claims that cannot be resolved at the Project level.
 - 7. Support administration and negotiations of claims with contractors with support from consultants and construction services staff.
 - 8. Review monthly Applications for Payment from Construction Contractor and recommend approval.
 - 9. Coordinate the efforts of materials testing laboratories and specialty observers assigned to their Projects.
 - 10. Prepare reports and other documentation in accordance with the PCM's Construction Management standards.
 - 11. Prepare the memorandum to the City Council recommending acceptance for the Project and the Notice of Completion.

D. Visits to Site and Observation of Construction

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's work. CM will provide the services of a full-time RPR to monitor daily activities of construction and to provide more continuous observations of such work. RPR services are covered under Task 130 of this scope of services. The furnishing of such RPR services are extended to every aspect of work in progress, involved detailed inspections of the work including sampling, all observations, and material testing. Based on information obtained during site visits and such observations, PCM will endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and PCM will keep OWNER informed of the progress of the work.

The purpose of the PCM visits to and representation by the RPR at the site will be to enable PCM to better carry out the duties and responsibilities assigned to and undertaken by PCM during the construction phase, and, in addition, by the exercise of PCM's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, PCM will not, during such visits or as a result of such visits or as a result of observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor will PCM have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing work. Accordingly, PCM neither guarantees the performance of any contractor nor assumes responsibility for any Contractor's failure to furnish and perform this work in accordance with the Contract Documents.

During such visits and on the basis of such observations, PCM will have authority to disapprove of or reject the Contractor's work while it is in progress if PCM believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Duties, responsibilities and authority of the RPR are set forth in Task 130.

E. Design Clarifications and Interpretations; Field Orders

PCM will coordinate with ENGINEER for clarifications and interpretations of the Contract Documents as appropriate to support orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonable inferable from the Contract Documents. PCM will administer the processing and distribution of clarifications and interpretations. PCM may issue field orders authorizing minor variations from the requirements of the Contract Documents, provided such field orders have no impact on either Contract Time or Contract Price.

F. Change Orders, Claims, and Time Extensions

PCM will recommend Change Orders and Work Change Directives to OWNER as appropriate, and will administer Change Orders and Work Change Directives as required. PCM efforts will be to expedite the review, verification, and negotiation of any necessary change order with the goal of 3 days or less to process any change request.

Change Order requests can be initiated by the OWNER, ENGINEER, or the Contractor.

PCM will track all change orders, assigning a number to each proposed change, listing individual change order net extra/credit amounts, and maintaining the total net contract change. Upon receipt of a proposed change, PCM and ENGINEER will discuss the change with OWNER, and together will determine the manner in which to proceed.

If the proposed change is performed on a time and material basis, the RPR will monitor the Contractor's work and document the actual time and materials used. If the Contractor prepares a cost proposal for the completed work or submits a claim, the RPR will perform the first review and make a recommendation to the PCM and OWNER.

Upon receipt of the PCM's recommendation, the PCM, in conjunction with the OWNER, will determine the appropriate next steps, which may include any one of the following:

- Set up negotiating session with Contractor.
- Make final recommendation to the OWNER and request for formal approval to proceed.
- Cancel the proposed change or reject the Contractor's claim.

Upon receipt of OWNER's formal approval, the PCM will notify the Contractor to proceed, and then prepare the necessary documents to execute the change order.

PCM will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretations of the requirements of the Contract Documents pertaining to the execution and progress of the work.

G. Operations and Maintenance Register

Engineer will review all approved Operations and Maintenance Manuals for new equipment and systems constructed during the project. PCM will develop a register of routine maintenance activities required by these approved Operations and Maintenance Manuals. The register will list each maintenance activity for each approved O&M Manual, the frequency of performance, and reference O&M paragraph requiring the maintenance activity. It is intended that this register be a tool utilized by City Operations Staff to perform required ongoing maintenance after construction completion.

H. Scope of services level of effort for Sub-task 120 includes:

1. Sub-Task 120.1 – Oversight - Project Manager at approximately 2 hours per week from March 8, 2022 until July 2, 2022.
2. Sub-Task 120.2 – Field Management – Project Manager at 26 hours utilized as needed from March to July. PCM Field Manager at approximately 40 hours per week from March 8, 2022 until July 2, 2022. PCM Field Manager total time is reduced 96 hours which is time remaining from SA#2 for similar tasks.
3. Sub-Task 120.3 – O&M Register – Project Manager at 6 hours, CM Technician at 20 hours and EIT at 60 hours.

TIME OF COMPLETION: Consultant is authorized to commence work on the Project upon approval of City Council for execution of this AGREEMENT. Services of SA#3 to be provided through July 2, 2022.

EXHIBIT 1- PAYMENT

Effective upon the commencement of the Agreement, the District shall pay PLUS SIX ENGINEERING for Services set forth in Exhibit 1 as follows:

1. An amount equal to the cumulative hours charged to the Project by each of PLUS SIX ENGINEERING's approved employees times the employee's current hourly bill rate for all Services performed on the Project, plus Reimbursable Expenses and PLUS SIX ENGINEERING's Consultants' charges, if any.
2. Hourly bill rate includes compensation for all salary related costs including fringe benefits such as sick leave, vacation, holiday pay, unemployment taxes, social security and Medicare taxes, state and local taxes and workman's compensation insurance.
3. The Contract Amount for PLUS SIX ENGINEERING's Services incorporates all labor, overhead, profit, Reimbursable Expenses, PLUS SIX ENGINEERING's consultants' charges.

Compensation for Reimbursable Expenses.

During the Term of the Agreement, the City shall pay PLUS SIX ENGINEERING for Reimbursable Services as follows:

1. The City shall pay PLUS SIX ENGINEERING for all Reimbursable Expenses at PLUS SIX ENGINEERING's cost. Receipts for all Reimbursable Expenses over \$25.00 shall be maintained and submitted by PLUS SIX ENGINEERING as part of invoices.
2. Reimbursable Expenses are defined as the following categories to the extent directly incurred for the Project: air fare, automobile rental and leasing subject to prior written approval, fuel mileage charges, parking, tolls, taxi, meals, lodging, postage and mailing costs, delivery services, document reproduction and other miscellaneous costs.
3. Automobile mileage expenses shall be reimbursed at the current established IRS rate multiplied by the number of miles driven which are directly attributable to the Project.

Other Provisions Concerning Payment

1. Monthly invoices shall present labor and all Reimbursable Expenses on a per-task basis and as separate line items. Eligible subconsultant mark-up shall be presented as a separate line item under the appropriate task of PLUS SIX ENGINEERING.

City of Pflugerville
Owner's Representative Services for Phase I Central WWTP Expansion -
Additional
Supplemental Agreement #3
Fee Summary
Plus Six Engineering, LLC
3/1/2022

Task No.	Description	Estimated Fee
Basic Services		
100	Owner's Representative Services, Central WWTP Expansion, Phase 1	
	Task 120.1 - Project Construction Manager Services - Oversight	\$5,840.00
	Task 120.2 - Project Construction Manager Services - Field Management	\$104,025.00
	Task 120.3 - Project Construction Manager Services - O&M Register	\$8,695.00
	Subtotal - Task 100	\$118,560.00
Total Budget for Basic Services		\$118,560.00

City of Pflugerville
 Owner's Representative Services for Phase I Central WWTP Expansion - Additional
 Supplemental Agreement #3
 Proposed Fee Estimate
 Plus Six Engineering, LLC
 3/1/2022

FEE ESTIMATE FOR ADDITIONAL SERVICES

	Prime - Plus Six Engineering, LLC				Prime Labor	Prime Expense	Total
Team Member	Matt Gaughan	Ron Mick	Shelbi Johnson	Luis Varela			
Project Role	Project Manager	Field Manager	CM Tech.	EIT			
Current Hourly Bill Rate	\$182.50	\$182.50	\$95.00	\$95.00			

TASKS

Phase 1 Expansion - Extension of Services

Task 120.1 - Project Construction Manager Services - Oversight	32				\$5,840.00		\$5,840.00
Task 120.2 - Project Construction Manager Services - Field Management	26	544			\$104,025.00		\$104,025.00
Task 120.3 - Project Construction Manager Services - O&M Register	6		20	60	\$8,695.00		\$8,695.00
Total Basic Services Hours	64	544	20	60			\$118,560.00
Total Basic Services Labor and Expenses Effort	\$11,680.00	\$99,280.00	\$1,900.00	\$5,700.00	\$118,560.00		\$118,560.00

Assumptions

1. Proposal covers additional time required to provide additional Project Construction Manager Services for CWWTP Phase 1
2. Proposal covers the duration from March 8, 2022 to August 18, 2022.
3. Labor hours estimated as follows:
 Oversight - Project Manager - 16 weeks at 2 hours per week
 Field Management - Project Manager - 26 hours total; Field Manager - 16 weeks at 40 hours per week,
 Field Manager (cont'd) - less remaining time previously approved in SA#2; CM Tech 16 weeks at 4 hours per week support
 O&M Register: Project Manager - 6 hours, CM Technician - 20 hours; EIT - 60 hours

**City of Pflugerville
Owner's Representative Services for Phase I Central
WWTP Expansion - Additional
Supplemental Agreement #3
Rate Schedule
Plus Six Engineering, LLC
3/1/2022**

Rate Schedule		
		2021
Name	Classification	Bill Rate
Matt Gaughan	Project Manager	\$182.50
Ron Mick	Deputy PM	\$182.50
Shelbi Johnson	CM Tech.	\$95.00
Luis Varela	EIT	\$95.00

City of Pflugerville

Owner's Representative Services for Phase I Central WWTP Expansion - Additional Supplemental Agreement #3

Rate Schedule

Plus Six Engineering, LLC

3/1/2022

Task	Duration	Completion
Task 120.1 - Project Construction Manager Services - Oversight	16 weeks	7/2/2022
Task 120.2 - Project Construction Manager Services - Field Management	16 weeks	7/2/2022
Task 120.3 - Project Construction Manager Services - O&M Register	14 weeks	7/2/2022

Plus Six Engineering, LLC

Central WWTP Phase 1, Owner's Representative Construction Phase Services, Supplemental Agreement #3

S.A. #3 Schedule

Activity Description	Start	End	2022			
			Mar	April	May	June
S.A. #3	3/8/2022	7/2/2022				
Task 120.1 - Project Construction Manager Services - Oversight	3/8/2022	7/2/2022				
Task 120.2 - Project Construction Manager Services - Field Management	3/8/2022	7/2/2022				
Task 120.3 - Project Construction Manager Services - O&M Register	3/28/2022	7/2/2022				