

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # 2  
FOR  
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

FIRM:           K Friese & Associates, Inc. ("Consultant")

ADDRESS:   1120 S. Capital of Texas Hwy, Bldg 2, Suite 100, Austin, Texas 78746

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas, hereinafter called the "City" and K Friese & Associates, Inc., hereinafter called the "Consultant".

WHEREAS, the City and Consultant executed an Agreement for Professional Services, hereinafter called the "Agreement", on the 25<sup>th</sup> day of September, 2013 for the Carmel/Sorento Lift Station and Force Main project in the amount of \$ 414,505.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement #1 for Professional Services, on the 22<sup>nd</sup> day of April, 2015, for the Carmel/Sorento Lift Station and Force Main project, in the amount of \$299,430.00, to add the design for the Carmel Interceptor Phase 1 project 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

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

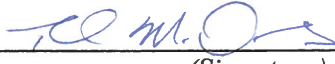
Article III. Scope of Services and Attachment 1, shall be amended as set forth in the attached Amendment to Attachment 1.

Article IV. Compensation to Consultant, shall be amended by increasing by \$80,130.00 the amount payable under the Agreement for a total of \$ 794,065.00, as shown by the attached Amendment to Attachment 1.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**  
*K Friese & Associates, Inc.*

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(Signature)	(Signature)
Printed Name: <u>Brandon E. Wade</u>	Printed Name: <u>Thomas M. Owens, P.E.</u>
Title: <u>City Manager</u>	Title: <u>Executive Vice President</u>
Date: _____	Date: <u>7 JUL 15</u>

APPROVED AS TO FORM:

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

AMENDMENT TO ATTACHMENT 1  
CITY OF PFLUGERVILLE  
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT  
SCOPE OF SERVICES

**Project Understanding**

The work to be performed by K Friese & Associates, Inc. (KFA) under this amendment shall consist of modifying the previously completed plans and estimate to accommodate a realignment of approximately 2,500 linear feet of force main per direction given by the property owner via the City.

**Scope of Services**

Phase B – Design Phase

1. Project Management and QA/QC – This task includes routine communication with the City; managing subconsultants, manpower, budgets, and schedules; invoicing; implementing and monitoring of QA/QC efforts; and other activities associated with managing the project.
2. Project Meetings – One (1) project meeting has been budgeted for the redesign.
3. Environmental and Archaeology – Cox-McLain will provide environmental support for the project, including:
  - a. Cultural resources investigations and permitting - Cox|McLain will prepare a revised memo to THC. It is not anticipated that shovel testing and backhoe testing or collection of artifacts will be required. But if they are, they will be covered under a separate proposal.
4. Surveying and Easement Descriptions – Walker Partners, LP will provide surveying support for the project. For the purposes of this proposal it has been assumed that the realignment will be approximately 2,500 feet in length and no more than 40% of the area surveyed is in heavy vegetative cover.
  - a. Perform a design survey consisting of trees 8-inches and larger, surface features, property lines and 1-foot topographic lines.
  - b. Prepare up to 13 metes and bounds descriptions and exhibit drawings for Wastewater Easements, Public Utility Easements and Temporary Construction Easements. (9 new easements along the proposed realignment and 4 revised easements at new tie-in points). All easements will be monumented.
5. Engineers Report – KFA will revise the hydraulic modeling of the lift station with respect to the additional force main length and update the Engineer's Report accordingly.
6. Plan Preparation – KFA update the plans as applicable to the new force main alignment. It is assumed that the access road will maintain the same alignment and will not need to be revised. KFA will also split the project plans into two plan sets suitable for bidding. One plan set will include the lift station and access road. The other plan set will include the force main. The following sheets have been assumed in developing this proposal:
  - a. Cover, Project Layout (2)

AMENDMENT TO ATTACHMENT 1  
CITY OF PFLUGERVILLE  
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT  
SCOPE OF SERVICES

- b. Force Main Plan & Profile w/E&S Controls (8)
- 7. Contract Documents and Technical Specifications – KFA will revise the project Bid Form and all project descriptions in the Contract Documents as applicable.
- 8. Engineer's Opinion of Probable Construction Cost – KFA will update the estimated cost to reflect the redesign.
- 9. Permitting
  - a. Travis County – KFA will coordinate with Travis County to review the force main realignment.

Phase C - Bid-Award-Execution Phase

- 1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.
- 2. Pre-Bid Conference - KFA will assist the City in conducting a pre-bid conference and developing the agenda. KFA will take minutes or make other provision for documenting the results of the pre-bid conference. KFA will also record all questions and requests for additional information, and coordinate with the City for issuing responses and additional information.
- 3. Questions During the Bid Period - KFA will respond to Bidder's questions through the use of the Civcast system.
- 4. Addenda - KFA will assist the City in issuing all Addenda to the Bid Documents and distribute Addenda to the bidders. All Addenda shall be approved by the City. Preparation and issuance of two (2) Addenda has been assumed for budgeting purposes.
- 5. Bid Opening – KFA will assist the City in opening of bids, review all bids and evaluate them for responsiveness and bid amount. KFA will also check references, by telephone, of the low bidder and second low bidder. KFA will prepare a letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
- 6. Conformed Documents – KFA will incorporate addenda items in the Construction Plans, include addenda in the bound Project Manual, and issue a "Conformed" set of plans for construction.

Phase D – Construction Phase

- 1. Project Management – This task includes routine communication with the City; managing manpower, budgets, and schedules; invoicing; and other activities associated with managing the project.

AMENDMENT TO ATTACHMENT 1  
CITY OF PFLUGERVILLE  
CARMEL/SORENTO LIFT STATION AND FORCE MAIN PROJECT  
SCOPE OF SERVICES

2. Attend pre-construction conference - KFA will attend a pre-construction conference for the project with the City, Contractor, and other parties as appropriate.
3. Attend regular construction meetings and conduct site visits- KFA will attend regular construction meetings with the City, Contractor, and other parties as appropriate. KFA will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. For budgeting purposes we have assumed ten (10) combined site visits/meetings.
4. Submittal Review - KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties. For budgeting purposes we have assumed forty (40) submittals plus O&M Manuals.
5. Preparation of Change Orders - KFA will provide review of all Contractor's requests for Change Orders and coordinate Change Orders with the City as appropriate. For budgeting purposes we have assumed two (2) change orders.
6. RFI's - KFA will log and respond to all requests for information (RFI's) from the Contractor related to possible clarifications of plans and technical specifications. Ten (10) RFI's have been assumed.
7. Pay Application Review – KFA will review Contractor's Pay Applications after quantity concurrence by the City's Construction Inspector. Review of 12 Pay Applications has been assumed.
8. Testing and Start-up – For budgeting purposes we have assumed two 4-hour testing and start-up sessions. KFA will attend Contractor-led testing and start-up sessions that will include testing of all SCADA and operational controls.
9. Contract Closeout - KFA will participate in one site visit to determine outstanding items and document "punch list items". KFA will issue a Certificate of Completion when the contract requirements have been met. KFA will also notify TCEQ and other jurisdictional agencies of completion.
10. Record Drawings - KFA will review the Contractor's redline as-built drawings and incorporate deviations from the construction drawings as appropriate. KFA will deliver one set of full size bond drawings and one pdf electronic copy.

**Schedule**

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:

- |                                    |                |
|------------------------------------|----------------|
| • 100% Design Documents Submittal  | NTP + 2 Months |
| • Final Design Documents Submittal | NTP + 3 Months |

**AMENDMENT TO ATTACHMENT 1  
MANPOWER/BUDGET ESTIMATE**

EXHIBIT 1

**CITY OF PFLUGERVILLE  
CARMEL/SORENTO LIFT STATION AND FORCE MAIN**

Task	Sr. Project Manager Hrs	Project Engineer Hrs	Senior Technician Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Walker \$	Subconsultants \$	Expenses \$	Total Cost \$
<b>Phase B - Design Phase</b>										
1 Project Management & QA/QC	8	8			16	\$2,640		\$0		\$2,640
2 Project Meetings (1)	4	4			8	\$1,320		\$0		\$1,320
3 Environmental & Archaeology						\$0				
a Cultural Resources**					0	\$0		\$0		\$0
4 Surveying & Easements						\$0				
a Design Survey					0	\$0	\$6,750	\$6,750		\$6,750
b Esmts & Boundary Survey					0	\$0	\$6,750	\$6,750		\$6,750
5 Update Engineering Report		40			40	\$5,200		\$0		\$5,200
6 Update Plans	8	32	80		120	\$12,960		\$0		\$12,960
7 Contract Docs & Tech Specs		4			4	\$520		\$0		\$520
8 Cost Estimates		4			4	\$520		\$0		\$520
9 Permitting						\$0				
a Travis County		8			8	\$1,040		\$0		\$1,040
<b>Subtotal Phase B</b>	<b>20</b>	<b>100</b>	<b>80</b>	<b>0</b>	<b>200</b>	<b>\$24,200</b>	<b>\$13,500</b>	<b>\$13,500</b>	<b>\$0</b>	<b>\$37,700</b>
<b>Phase C - Bid-Award-Execution Phase</b>										
1 Project Management	2	4		2	8	\$1,020		\$0		\$1,020
2 Pre-Bid Conference		4			4	\$520		\$0	\$50	\$570
3 Questions during Bid Period		8			8	\$1,040		\$0		\$1,040
4 Addenda	4	16	8	4	32	\$3,800		\$0		\$3,800
5 Bid Opening	2	12		4	18	\$2,160		\$0	\$50	\$2,210
6 Conformed Documents		6	4		10	\$1,140		\$0	\$50	\$1,190
<b>Subtotal Phase C</b>	<b>8</b>	<b>50</b>	<b>12</b>	<b>10</b>	<b>80</b>	<b>\$9,680</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150</b>	<b>\$9,830</b>
<b>Phase D - Construction Phase</b>										
1 Project Management	6	8		16	30	\$3,040		\$0	\$100	\$3,140
2 Pre-Construction Conference		16			16	\$2,080		\$0	\$100	\$2,180
3 Construction Mtgs & Site Visits (8)		32			32	\$4,160		\$0	\$800	\$4,960
4 Submittal Review (10)	4	20			24	\$3,400		\$0	\$400	\$3,800
5 Change Orders (2)	8	40	8		56	\$7,520		\$0	\$100	\$7,620
6 RFI's (5)	2	20	4		26	\$3,360		\$0		\$3,360
7 Pay Application Review (10)		16			16	\$2,080		\$0		\$2,080
8 Contract Close-out	2	16			18	\$2,480		\$0	\$100	\$2,580
9 Record Drawings		10	12		22	\$2,380		\$0	\$500	\$2,880
<b>Subtotal Phase D</b>	<b>22</b>	<b>178</b>	<b>24</b>	<b>16</b>	<b>240</b>	<b>\$30,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,100</b>	<b>\$32,600</b>
<b>Total</b>	<b>50</b>	<b>328</b>	<b>116</b>	<b>26</b>	<b>520</b>	<b>\$ 64,380.00</b>	<b>\$ 13,500.00</b>	<b>\$ 13,500.00</b>	<b>\$2,250.00</b>	<b>\$ 80,130.00</b>

\*\*\*Will be covered under existing authorization