

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 3
FOR
Heatherwilde Elevated Storage Tank**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

ADDRESS: 10431 Morado Circle, Suite 300
 Austin, Texas 78759

This Supplemental Agreement No. 3 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 2nd day of December, 2014 for the Heatherwilde Elevated Storage Tank project in the amount of \$67,570.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement #1 for Professional Services for the Heatherwilde Elevated Storage Tank project on the 24th day of June, 2015 to extend the end date of the agreement; and

WHEREAS, the City and Consultant executed a Supplemental Agreement #2 for Professional Services for the Heatherwilde Elevated Storage Tank project on the 8th day of August, 2015 increasing by \$19,505.00 the amount payable under the Agreement for a total of \$87,075; 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, the parties elect to apply the changes enacted by the 84th Legislature in HB 2049, to the indemnity and duties of engineers and architects, to the additional scope of work commenced after the execution of this agreement; 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 June 1, 2016, with the ratification and incorporation of the terms of the original agreement.

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 by increasing by \$69,461 the amount payable under the Agreement for a total of \$156,536, as shown by the attached Addendum to Exhibit C (Fee Schedule).

Article IX. Insurance, shall be amended by requiring Consultant to name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement under terms satisfactory to the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.

Article X. Indemnification, shall be substituted with:

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2)

10.5 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF
PFLUGERVILLE

FREESE AND NICHOLS, INC.

(Signature)
Printed Name: Brandon E. Wade
Title: City Manager
Date: _____

(Signature)
Printed Name: TRUOPER SMITH
Title: PRINCIPAL
Date: 10/01/2015

APPROVED AS TO FORM:

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

ADDENDUM TO EXHIBIT A

City of Pflugerville

Amendment to Heatherwilde Elevated Storage Tank for Pfennig Pump Station Stand-By Generator

Background and Scope of Work

This amendment to the Heatherwilde Elevated Storage Tank project will include design, bid, and construction phase services for the addition of a stand-by natural gas generator at the existing Pfennig Lane Pump Station that is sized to run two of the existing larger pumps at the site. These improvements will include installation of a new permanent stand-by generator that will be connected to the existing 480V Switchboard, and associated cables/conduit.

The project will be completed as one (1) set of construction documents for purchase and installation of the equipment. The scope is more fully described as follows:

Amendment to Scope of Work

ARTICLE I

BASIC SERVICES: The following items will be added to the scope of services for the Heatherwilde Elevated Storage Tank project:

A. KICK-OFF MEETING

Conduct one (1) meeting with the City to confirm the goals, schedule, and deliverables for the Project. The kick-off meeting will be conducted over conference call.

B. COMMUNICATIONS:

CONSULTANT will prepare monthly reports to discuss the status of the project, coordination items, completed tasks and upcoming tasks.

C. DESIGN PHASE

Prepare front end documents, general conditions and special conditions for the construction contract. Prepare plans, specifications, contract documents, designs and layouts or improvements to be constructed.

1. The stand-by generator will include a sound attenuated enclosure. The sound attenuated enclosure will be provided by the generator manufacturer.
 - a. Design of enclosure is not included in the scope and will be considered an additional service.
2. CONSULTANT will coordinate with the local gas company to bring gas service to the site. Preliminary investigations have determined that natural gas is not located on site. The local gas company must agree to extend natural gas to the site property line for metering at that location within timeframe necessary to operate the generator. The consultant will provide information to the gas company regarding demand and pressure and coordinate the meter location. An agreement from the gas company will need to be acquired prior to the completion of the design phase. Any delays in the project caused by gas company

coordination or making a change to provide a diesel generator as a result of not being able to get gas to the site will be considered additional services.

3. 95% Review: Furnish the City a preliminary (95%) plans and specifications marked "Preliminary" for approval by the City. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining. CONSULTANT will meet with the Owner to present preliminary plans and specifications and receive comments. Upon final approval by OWNER, CONSULTANT will complete the plans and specifications and provide OWNER copies of "Final" plans and specifications.
4. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
5. Prepare an opinion of probable construction cost at the 95% Review.
6. Meetings:
CONSULTANT will prepare meeting agendas and minutes for one (1) review workshop to review the City's comments on the 95% Design Phase submittal.
7. DELIVERABLES: Provide copies of plans and other data to the City as required. Furnish electronic and hard copies as shown for the following deliverables:
 - a) Agendas and Meeting minutes for all meetings – one (1) electronic copy
 - b) Generator Improvement construction 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

D. 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

E. 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. 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 thirty (30) 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.
4. 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.

5. 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 six (6) 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 (6 visits) are an additional service.
6. 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.
7. 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.
8. 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.
9. 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 two (2) change orders and field orders are assumed for this project.
10. 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 two (2) contract modifications are assumed for this project.
11. Attend up to one (1) day site visit to observe and assist in performance test and initial operations of the Project. During the same visit 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.

12. Conduct one (1) half day Final Inspection at the completion of the Project.
 - a) 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.

ADDITIONAL SERVICES:

1. Modification to the design to provide a diesel generator instead of a natural gas generator, and/or analysis to compare the option of providing a diesel versus a natural gas generator.
2. Design for any sound mitigation that is not being included with the generator package provided by the manufacturer. This includes but is not limited to landscaping, a building, noise suppression walls, etc.
3. Landscaping Design services.
4. Attending a public meeting during construction related to the project.
5. Attending monthly construction progress meetings with the Contractor and City staff during the construction phase.

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Notice to Proceed (NTP) from Owner – October 15, 2015 (estimated)
- Final Plans – November 26, 2015 (or 6 weeks months from NTP)

The above schedule is based upon OWNER review of other submittals within two weeks of submittal.

If CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

Phase	Task	Employee Project Role	Aime Carroll PM	Jeff Henrady Bldg OC	Russell Bennett Bldg	Trey Davidson Bldg CAD	Brett Vaughan Purchasing OC	Robert Kokub Purchasing	Mitchel Burroughs Purchasing CAD	Jules Whitcomb Structural CAD	Milly Thornton Structural	Brian Walden Structure QC	Tanner Drifflie CS	Lore Smith Word Processor	Darin Hadley Civil CAD	Total Hours	Total Labor Effort	Total Expenses Effort	Total Sub Effort	Total Effort																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Project Fee Summary	
Basic	\$ 69,451
Special	\$ -
Total Project	\$ 69,451

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