

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT #1
FOR
Emergency Engineering Services for Lake Pflugerville Intake Pump Station Rehabilitation
Project**

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. 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 16th day of May, 2014 for the Emergency Engineering Services for Lake Pflugerville Intake Pump Station Rehabilitation project in the amount of \$62,178.00; 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 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 increasing by \$77,166.00 the amount payable under the Agreement for a total of \$139,344.00, 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)

John Wolfhope

(Signature)

Printed Name: Brandon E. Wade

Printed Name: John Wolfhope

Title: City Manager

Title: Principal

Date: _____

Date: 6-30-14

APPROVED AS TO FORM:

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

**ATTACHMENT SC
SCOPE OF SERVICES**

City of Pflugerville

Emergency Engineering Services for Lake Pflugerville Intake Pump Station Rehabilitation Project

Background and Scope of Work

The Emergency Engineering Services for Lake Pflugerville Intake Pump Station Rehabilitation Project (the project) will include design, bid and construction services for replacement or rehabilitation of three (3) pump cans at the Lake Pump Station. Additionally, a memorandum will be provided outlining potential causes for deterioration of the existing pump cans. This amendment is for bid and construction phase services for the project.

Contract Services

Freese and Nichols, Inc. (CONSULTANT) has been selected to provide professional services for the project. The City of Pflugerville (City) desires to proceed with bid and construction phase services at this time. The following are a description of these services.

ARTICLE I

BASIC SERVICES: CONSULTANT shall proceed with the Basic Services as described below. CONSULTANT will provide schedule updates to the City. CONSULTANT shall render the following professional services in connection with the development of the Project:

PHASE C – 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) Provide recommendations to the City on able contractors to perform the work.
 - 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 CONSULTANT. Assist the City with preparation of agenda and answer questions from contractors. 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 attend one Council Meeting and assist with presentations to Council if necessary.

PHASE D – 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 twenty (20) 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.
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. Conduct up to 50 half-day site visits for the 11 week project duration. Observe the progress and the quality of work and attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of the Contractor and will report any observed deficiencies to the City. Total site visit hours will not exceed 220 hours.
6. CONSULTANT shall attend monthly construction progress meetings with the Contractor and City staff during the construction phase (maximum of 4). These meeting 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 five (5) 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 five (5) contract modifications are assumed for this project.
11. Perform materials testing during the Construction Phase for pump station subgrade, concrete pump can encasement, and asphalt pavement.
12. Perform on-site holiday testing of pump can interior and exterior coating.
13. Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two trips are an additional service.

14. 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 11x17 "half-size" paper and one (1) 22x34 "full-size" plan sets hard copies 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 FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

1. Field layouts or the furnishing of construction line and grade surveys.
2. Providing consultation concerning the replacement of any Work damaged by cause outside of the Engineer's control during the construction, and providing services as may be required in connection with the replacement of such Work.
3. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
4. Furnishing the services of a Resident Project Representative to act as Owner's on site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D.
5. If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
6. 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 FNI as an Additional Service.
7. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract

Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.

8. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
9. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
10. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
11. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
12. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
13. 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.
14. Services required to resolve bid protests or to rebid the projects for any reason.
15. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
16. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
17. Providing services after the completion of the construction phase not specifically listed in Article I.
18. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
19. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
20. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
21. Provide follow-up professional services during Contractor's warranty period.
22. Provide Geotechnical investigations, studies and reports. Materials testing as described in Basic Services is not included in this item.

COMPENSATION

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Seventy-Seven Thousand One-Hundred Sixty-Six Dollars (\$77,166). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	117
Professional - 2	141
Professional - 3	160
Professional - 4	184
Professional - 5	215
Professional - 6	246
Construction Manager - 1	93
Construction Manager - 2	121
Construction Manager - 3	142
Construction Manager - 4	179
CAD Technician/Designer - 1	100
CAD Technician/Designer - 2	129
CAD Technician/Designer - 3	159
Corporate Project Support - 1	95
Corporate Project Support - 2	114
Corporate Project Support - 3	152
Intern/ Coop	58

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.