

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 2
FOR
MASTER AGREEMENT FOR FUNDING SUPPORT SERVICES
WIFIA FUNDING MANAGEMENT**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and STV, Inc. (STV Incorporated as successor-in-interest to 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 executed a Supplemental Agreement # 1 for Professional Services on the 4th day of June, 2024 in the amount of \$249,811.00 to add Water Infrastructure Finance and Innovation Act (WIFIA) funding management services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$356,486.00 to extend Water Infrastructure Finance and Innovation Act (WIFIA) funding compliance support and management services; 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 \$356,486.00 the amount payable under the Agreement for a total of \$729,852.00, 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: _____

Title: City Manager/Authorized Representative

Date: _____



(Signature)

Printed Name: Marisa Treviño Vergara, PE

Title: Senior Vice President

Date: 10/27/2025

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL SANTEE & ZECH, P.C.

Stan Springerley, Senior Associate Attorney

SCOPE OF SERVICES
MASTER AGREEMENT FOR FUNDING SUPPORT SERVICES
SUPPLEMENTAL AGREEMENT #2
WIFIA FUNDING MANAGEMENT
PFLUGERVILLE, TEXAS

Background

The City of Pflugerville (City) has retained STV, Inc. (STV Incorporated as successor-in-interest to 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 compliance support for up to thirteen (13) projects in the first and second tranches, and application and environmental support for up to fourteen (14) projects anticipated in the third tranche. The Consultant will assist the City in managing the funding requirements for tranche one and two, and determining the requirements, next steps, consultant coordination, and application for funding tranche three projects.. The duration of services under this scope of services is anticipated to be twelve (12) months, at which time the closing of tranche three is anticipated. 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 2 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 and Tranche 2 projects.
- 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 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 that are currently underway, and Tranche 2 projects included in the WIFIA Loan Application submitted in January 2025 and currently under review by the EPA WIFIA team. The below tasks are anticipated to include up to three (3) projects under Tranche 1 and ten (10) projects under Tranche 2. Additionally, coordination with up to eight (8) 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.

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. Overall Loan Support – Tranche 1
 - 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 12).
 - (i) Coordinate with three (3) projects to receive quarterly updates and compile information into required format.
 - (ii) Coordinate with the City staff and WIFIA staff as needed to provide any additional information requested.
 - f. Assist in the evaluation of unused contingency funds and support request for additional projects to be added to Tranche 1.
3. Overall Loan Support – Tranche 2
 - 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 master agreement. (up to 4)

- c. Maintain record and status of programmatic submittals throughout the duration of the contract.
 - d. Assist in the preparation and submission of monthly requisition requests according to the disbursement schedule included in the loan agreement. (up to 12).
 - (i) Coordinate with up to ten (10) projects to receive quarterly updates and compile information into required format.
 - (ii) Coordinate with the City staff and WIFIA staff as needed to provide any additional information requested.
 - e. Assist in the preparation and submission of monthly requisition requests according to the disbursement schedule included in the loan agreement. (up to 12).
 - (i) Coordinate with three (3) projects to receive quarterly updates and compile information into required format.
 - (ii) Coordinate with the City staff and WIFIA staff as needed to provide any additional information requested.
4. Site Visits
- a. Assist in document preparation for site visits from WIFIA staff.
 - b. Attend site visits from WIFIA staff including the following: Initial Visit (up to 1) and one Construction Monitoring Visit (up to 2 total). It is anticipated that site visits for all projects will be completed within a time period of no more than a day and a half per visit.
5. Tranche 1 Project-Level Support
- a. Davis-Bacon Compliance

The following services do not include the Water Treatment Plant Expansion project. Davis-Bacon compliance for this project is 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, coordinate with City or CMCI staff as needed to complete on-site work and document review.
 - (iv) Develop a quarterly summary report to the City with attached documentation of on-site interviews and certified payroll spot checks for the Tranche 1 projects that compliance services are being provided for.
 - b. American Iron and Steel Compliance
 - (i) For each project, periodically 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.
 - c. Contract Close Out
 - (i) For each project, assist in preparation of close out documentation prior to meeting with WIFIA staff.

- (a) Close out documents to be provided by the City or engineer of record include, but are not limited to, Start-Up and Performance Testing Plans and Operation and Maintenance Testing Plans.
- (ii) Attend the contract close out meeting with City and WIFIA staff for each project.
- (iii) For each project, coordinate with City and WIFIA staff in the resolution of any non-compliant items identified during the close out meeting.
- (iv) Assist in the development and submission of the Public Benefits Report within ninety (90) days following the Substantial Completion Date for each project.

6. Tranche 2 Project-Level Support

The following services do not include the Water Master Plan and Wastewater Master Plan projects, as they do not include a construction component.

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 two (2) thirty-minute meetings 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. Davis-Bacon Compliance

The following services do not include the Wilbarger Creek Regional WWTF, Wilbarger Wastewater Interceptor or Sorento Wastewater Interceptor Phase 2 projects, as these services are contracted through other agreements or 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, coordinate with City or CMCI staff as needed to schedule and complete on-site work and document review.
- (iv) For each project, develop a quarterly summary report to the City with attached documentation of on-site interviews and certified payroll spot checks.

c. 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.
- d. Contract Close Out
 - (i) For each project, assist in preparation of close out documentation prior to meeting with WIFIA staff.
 - (a) Close out documents to be provided by the City or engineer of record include, but are not limited to, Start-Up and Performance Testing Plans and Operation and Maintenance Testing Plans.
 - (ii) Attend the contract close out meeting with City and WIFIA staff for each project.
 - (iii) For each project, coordinate with City and WIFIA staff in the resolution of any non-compliant items identified during the close out meeting.
 - (iv) Assist in the development and submission of the Public Benefits Report within ninety (90) days following the Substantial Completion Date for each project.

C. 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 3 of the WIFIA Master Agreement. This task also includes facilitating 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. Up to (2) thirty-minute coordination meetings with the Engineer of Record (EOR) for each project (up to seventeen (17) projects) related to project scope, project status, and the WIFIA funding requirements.
 - c. 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.
 - d. 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 EPA Exhibit F, 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) Attend up to (2) thirty-minute coordination meetings with the EOR or environmental sub-contractor for each project related to project scope, environmental review status, and WIFIA funding requirements.
 - (ii) Compile and submit the Programmatic Environmental Assessment (PEA) for future tranche projects.
 - (a) Environmental work will be performed by others under each individual design project contract.
 - (iii) 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) Assist in agency coordination and provide guidance and recommendations in non-typical permitting requirements.
 - (iv) Coordinate and communicate additional information to EPA staff during the environmental review and drafting process for the finding.
 - (a) Attend up to (3) thirty-minute meetings with City and WIFIA staff to discuss the environmental finding, as needed.
- 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. 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 anticipated to be twelve (12) months from Notice to Proceed (NTP), through the closing of the Tranche 3 WIFIA loan.

V. Fee Schedule

- A. See attached.

City of Pflugerville Funding Support Services PSSA #2 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			10	12			28	\$ 5,200.00
b.	Internal Team Meetings and Coordination	6			12	12		12	42	\$ 6,570.00
2.	Funding Meetings and Controls									
a.	Progress Meetings	6			12	12	6		36	\$ 6,630.00
b.	Data Management	6			12	6			24	\$ 4,620.00
c.	Program Metric Tracking	4			6	6			16	\$ 3,040.00
								TASK A. TOTALS	146	\$ 26,060.00
B.	WIFIA Program Funding Support									
1.	Coordination with City and EPA									
a.	Program Updates and Ongoing Coordination	6			6	12			24	\$ 4,500.00
b.	Guidance on Requirements, Decisions, and Questions	6			6	24			36	\$ 6,360.00
2.	Overall Loan Support - Tranche 1									
a.	Meetings with WIFIA and City Staff (2)	2			2	4			8	\$ 1,500.00
b.	Quarterly Reports	4			24	16			44	\$ 7,740.00
c.	Develop and Submit Modification to Total Project Costs	1			4	6			11	\$ 1,895.00
d.	Status Tracking of Programmatic Submittals	4				24	4		32	\$ 5,500.00
e.	Prepare and Submit Monthly Requisition Requests	8		16	64	32		8	128	\$ 21,040.00
f.	Tranche 1 Contingency	4			16	32	16		68	\$ 11,700.00
3.	Overall Loan Support - Tranche 2									
a.	Meetings with WIFIA and City Staff (2)	2			2	4			8	\$ 1,500.00
b.	Quarterly Reports	4			32	24			60	\$ 10,380.00
c.	Develop and Submit Modification to Total Project Costs	1			4	6	4		15	\$ 2,615.00
d.	Status Tracking of Programmatic Submittals	4				36			40	\$ 6,640.00
e.	Prepare and Submit Monthly Requisition Requests	8		20	96	48		8	180	\$ 29,640.00
4.	Overall Loan Support - Site Visits									
a.	Site Visits	12				32	28		72	\$ 13,180.00
5.	Tranche 1 Project Level Support									
a.	Davis-Bacon Compliance	4		144	12	12			172	\$ 23,740.00
b.	American Iron and Steel Compliance	2			12	24			38	\$ 6,350.00
c.	Close Out	2			10	20			32	\$ 5,380.00
6.	Tranche 2 Project Level Support									
a.	Bid Package Compliance	2			16	48	14		80	\$ 13,290.00
b.	Davis-Bacon Compliance	6		142	20	30		28	226	\$ 30,580.00
c.	American Iron and Steel Compliance	2			16	24			42	\$ 7,050.00
d.	Close Out	2			16	32			50	\$ 8,290.00
								TASK C. TOTALS	1,366	\$ 218,870.00
C.	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.	Future Tranche Project Coordination	14			28	56	14		112	\$ 19,810.00
c.	Develop Recommendation for Phasing Future Tranches	2			4	8	4		18	\$ 3,190.00
d.	Coordinate with WIFIA Staff on Proposed Future Tranches				2	6	2		10	\$ 1,640.00
2.	Future Tranche 3 Technical Support									
a.	Monthly Meetings with WIFIA Staff to Discuss Future Closing	8			8	8	8		32	\$ 6,200.00
b.	Discipline Specific Meetings with WIFIA Staff (4)	4			4	8	8		24	\$ 4,440.00
c.	Engineering Review	4	24	16	24	48			116	\$ 20,540.00
d.	Environmental Review	8			30	30	120		188	\$ 33,620.00
e.	Coordinate with WIFIA and City Staff during Closing Process	4	4		20	32	20		80	\$ 14,080.00
								TASK D. TOTALS	620	\$ 110,620.00
								EXPENSES		\$ 936.00
	TOTAL	162	28	338	538	750	260	56	2,132	\$ 356,486.00