

**PROFESSIONAL SERVICES  
SUPPLEMENTAL AGREEMENT # 2  
FOR  
CENTRAL WASTEWATER TREATMENT PLAN EXPANSION**

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

This Supplemental Agreement No. 1 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 19<sup>th</sup> 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 28<sup>th</sup> 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 desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$ 200,000.00, on the November 30, 2021 to add Phase 1 CWWTP Expansion Construction Phase Services Extension 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 \$200,000.00 the amount payable under the Agreement for a total of \$3,243,271.19, 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: **Matthew A. Gaughan**

Title: City Manager

Title: **Engineering Manager**

Date: \_\_\_\_\_

Date: **11/22/2021**

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 100 – Construction Management Services**

Sub Task 110 PROGRAM CONSTRUCTION MANAGER SERVICES

Program Construction Manager Services are complete and accepted through Nov. 30, 2021. No further Task 110 Services required.

Sub-task 120 PROJECT CONSTRUCTION MANAGER SERVICES

Project Construction Manager Services are complete and accepted through Nov. 30, 2021.

Remaining Task 120 Services are as follows:

1. Conduct monthly progress meetings and report on Project progress.
2. Review monthly reports prepared by the Design Engineer summarizing the field observations.
3. Provide periodic observation of construction on each site to determine that construction is in conformance with Contract Documents. Recognize when an issue on one Project might impact or improve operation on another Project and bring this to the attention of the Program Construction Manager. Assist in implementing changes to program policies or procedures to incorporate improvements.
4. Determine that information required for monthly reporting and contract management is provided.
5. Conduct project team coordination meetings monthly ~~or as often as necessary~~ to discuss and resolve issues relating to the management of the Project. Document the meetings and record action items assigned to Project team members. Project team members may include City and construction contractor staff.
6. Prepare the memorandum to the City Council recommending acceptance for the Project and the Notice of Completion.

C. 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, CM will endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and CM will keep OWNER informed of the progress of the work.

The purpose of the CM visits to and representation by the RPR at the site will be to enable CM to better carry out the duties and responsibilities assigned to and undertaken by CM during the construction phase, and, in addition, by the exercise of CM'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, CM 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 CM 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, CM 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, CM will have authority to disapprove of or reject the Contractor's work while it is in progress if CM 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.

- C. Scope of services level of effort for Sub-task 120 includes Project Construction Manager at approximately 24 hours per month from Dec. 1, 2021 to May 31, 2022 and 48 hours in June 2022.

#### Sub-Task 130 RESIDENT PROJECT REPRESENTATIVE SERVICES

Resident Project Representative Services are accepted through Nov. 30, 2021.

- A. CM will furnish a full-time Resident Project Representative (RPR) involved in observing progress and quality of the work of the Contractor daily for the duration of the contract. It is anticipated that the RPR will be on-site during the critical portions of construction including inspection of equipment installation.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR, the CM will endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, CM will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor will CM have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor for safety precautions and programs incident to the work of the Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

## A. Duties and Responsibilities of Resident Project Representative:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with CM and Design Professional concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as CM's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist CM in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and Samples.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify CM of availability of Samples for examination.
  - c. Advise CM and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Design Professional.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CM whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CM of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to CM appropriate details relative to the test procedures and start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CM.
6. Interpretation of Contract Documents: Report to CM when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Design Professional.

7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to CM and Design Professional. Transmit to Contractor in writing decisions as issued by CM.
  8. Records:
    - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, CM's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
  9. Reports:
    - a. Furnish to CM periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
    - b. Consult with CM in advance of scheduled major tests, inspections or start of important phases of the Work.
    - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to CM Written Amendments, Change Orders, Work Change Directives, and Field Orders.
    - d. Report immediately to CM and Owner the occurrence of any accident.
  10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
  11. Completion:
    - a. Before CM issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    - b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
    - c. Conduct a final inspection in the company of CM, Design Professional, Owner and Contractor and prepare a final list of items to be completed or corrected.
    - d. Observe whether all items on final list have been completed or corrected and make recommendations to CM concerning acceptance.
- B. Limitations of Authority of Resident Project Representative:
1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Design Professional.

2. Shall not exceed limitations of CM's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.
6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by CM.

C. Scope of services level of effort for Sub-task 130 includes:

1. Work of RPR Staff is ongoing and funded per original authorization until January 10, 2022. Continuing services are as follows:
  - i. One (1) Senior daily Resident Project Representatives at 55 hours per week from January 11, 2022 to April 20, 2022 and 40 hours per week from May 1, 2022 to June 19, 2022,
  - ii. One (1) specialty electrical inspector at 40 hours per week from January 11, 2022 to April 20, 2022.

Sub-Task 140 Commissioning and Start-up Coordination Services

Commissioning and Start-up Services are accepted through Nov. 30, 2021.

A. Preparation for Commissioning and Start-Up

- a. Document review of Conformed Drawings and Specifications for Commissioning and Start-up (C&SU) purposes.
- b. Review Contractor's C&SU Plan and coordinate with City Operations Staff.
- c. Review Contractor's functional and performance test packages using Contract Documents and Equipment Submittals / O&M Submittals.

B. Coordinate and Conduct Commissioning and Start-up

- a. Review of Contractor's Operational Readiness Testing
- b. Review of Contractor's Functional Demonstration Testing
- c. Review vendor training with City Operations staff
- d. Review Contractor's Document Management Report for Testing and Training
- e. Attend C&SU Meetings with Contractor, vendors and City staff.
- f. Support Contractor's 30-day Site Acceptance Test

- i. Review 30-day Test Plan
  - ii. Attend 4 days of the 30-day test for set up and data verification.
- C. Observe and report to CM any and all issues that arise during the C&SU activities. Brief CM, ENGINEER and CITY staff as needed.
- D. Work of C&SU Staff is ongoing and funded per original authorization until January 10, 2022. Continuing services are as follows:
  - a. Scope of services level of effort for Sub-task 140 includes Commissioning and Start-up Manager for 10 hours per week and Commissioning and Start-up Engineer for 40 hours per week from January 11, 2022 to April 20, 2022.

**Sub-Task 150 Construction Management Support Services**

Construction Management Support Services are complete and accepted through Nov. 30, 2021. No further Task 110 Services required.

**Sub-Task 160 Construction Material Inspection and Testing Services**

- A. CM will subcontract with a qualified construction materials testing lab to provide quality assurance testing and sampling for project quality management
- B. Project Management – Manage the quality of services provided, assign and manage staff as needed. Attendance and participation in periodic meetings
- C. Sitework - Earthwork Control – Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for soil and backfill. Field moisture – density testing during fill operations. Preparation, review and submission of test reports.
- D. Drilled Pier Inspection - Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for concrete. Drilled pier inspection. Preparation, review and submission of test reports.
- E. Concrete – Coordination of field technicians for construction materials inspection and testing. Preparation, collection and field or laboratory testing of samples for concrete and flowable fill. Perform batch plant / truck inspection. Preparation, review and submission of test reports.

**TIME OF COMPLETION:** Consultant is authorized to commence work on the Project upon execution of this AGREEMENT. Services to be provided through June 19, 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 multiplied by a factor of 1.05. 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. Whenever PLUS SIX ENGINEERING has received from the City prior written approval to compensation for the charges of PLUS SIX ENGINEERING's Consultants, those charges shall be the amounts billed by PLUS SIX ENGINEERING's consultants to PLUS SIX ENGINEERING times a factor of 1.08.
2. 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.

# EXHIBIT 1

**City of Pflugerville  
Owner's Representative Services for Phase I Central WWTP Expansion -  
Extension  
Supplemental Agreement 02  
Fee Summary  
Plus Six Engineering, LLC  
11/17/2021**

<b>Task No.</b>	<b>Description</b>	<b>Estimated Fee</b>
<b>Basic Services</b>		
100	Owner's Representative Services, Central WWTP Expansion, Phase 1	
	Task 120 - Project Construction Manager Services	\$35,040.00
	Task 130 - Resident Project Representative Services	\$250,033.39
	Task 140 - Commissioning and Start-up Services	\$137,297.81
	<b>Subtotal - Task 100</b>	<b>\$422,371.20</b>
<b>Total Budget for Basic Services</b>		<b>\$422,371.20</b>
	Amount from Original Authorization descoped and used for SA02	\$ (222,371.20)
<b>Total Request for SA02</b>		<b>\$200,000.00</b>

# EXHIBIT 1

Owner - City of Pflugerville  
 Consultant - Plus Six Engineering  
 Central Wastewater Treatment Plant Expansion, Phase 1  
 Change Management - 11/17/2021

Budget	\$	2,954,744	\$	3,154,744
Authorized	\$	2,954,744	\$	3,154,744
New Authorized			\$	200,000

WBS Description	Budget Original	Current Budget - 09/30/21	Proposed Budget - 11/17/2021	Prop Change	ITD thru 10/31/21	\$ Remain	% Compl (New)
<b>Owner's Representative Services</b>	\$ 2,954,744	\$ 2,954,744	\$ 3,154,744.10	\$ 200,000	\$ 2,264,140	\$ 890,604	72%
<b>Phase 1 - Construction</b>	\$ 2,954,744	\$ 2,954,744	\$ 3,154,744.10	\$ 200,000	\$ 2,264,139.85	\$ 890,604	72%
Task 110 - Program Construction Manager Services	\$ 297,426	\$ 297,426	\$ 270,392.54	\$ (27,033)	\$ 259,131	\$ 11,262	96%
Task 120 - Project Construction Manager Services	\$ 294,165	\$ 294,165	\$ 275,110.34	\$ (19,055)	\$ 249,120	\$ 25,991	91%
Task 130 - Resident Project Representative Services	\$ 1,337,699	\$ 1,337,699	\$ 1,337,698.72	\$ (0)	\$ 1,001,940	\$ 335,759	75%
Task 140 - Commissioning and Start-up Services	\$ 322,639	\$ 322,639	\$ 322,639.31	\$ 0	\$ 293,098	\$ 29,541	91%
Task 150 - Construciton Manager Support Services	\$ 183,841	\$ 183,841	\$ 183,840.85	\$ (0)	\$ 175,521	\$ 8,319	95%
Task 160 - Construction Materials Inspection and Testing	\$ 518,974	\$ 518,974	\$ 342,691.14	\$ (176,283)	\$ 285,330	\$ 57,361	83%
Supplemental Task 120 - Revised Project CM Services			\$ 35,040.00	\$ 35,040		\$ 35,040	
Supplemental Task 130 - Additional RPR Services			\$ 250,033.39	\$ 250,033		\$ 250,033	
Supplemental Task 140 - Additional Commissioning and Start-Up Services			\$ 137,297.81	\$ 137,298		\$ 137,298	

### Justifications

Owner's Representative Services	Increase \$200,000 - See task/subtask description below
Phase 1 - Construction	Increase \$200,000 - See task/subtask description below
Task 110 - Program Construction Manager Services	Decrease \$(27,033) - Task 110 Services are complete and accepted through Nov. 30, 2021. City No Longer requests Task 110 Services after Nov. 30 - Contract Scope Change
Task 120 - Project Construction Manager Services	Decrease \$(19,055) - Task 120 Services are accepted through Nov. 30, 2021. City Reduces Task 120 Services after Nov. 30 - PT Onsite Coordinator- Contract Scope Change
Task 130 - Resident Project Representative Services	No Change
Task 140 - Commissioning and Start-up Services	No Change
Task 150 - Construciton Manager Support Services	No change - Task 150 Services are complete and accepted through Nov. 30, 2021. City No Longer requests Task 150 Services after Nov. 30 - Contract Scope Change
Task 160 - Construction Materials Inspection and Testing	Decrease \$(176,283) - ETC lower than originally anticipated, funds used for other tasks
Supplemental Task 120 - Revised Project CM Services	Increase \$35,040 - See PSSA Amendment
Supplemental Task 130 - Additional RPR Services	Increase \$250,033 - See PSSA Amendment
Supplemental Task 140 - Additional Commissioning and Start-Up Services	Increase \$137,298 - See PSSA Amendment

**EXHIBIT 1**

**City of Pflugerville**  
**Owner's Representative Services for Phase I Central WWTP Expansion - Extension**  
**Supplemental Agreement #2**  
**Proposed Fee Estimate**  
**Plus Six Engineering, LLC**  
**11/17/2021**

**FEE ESTIMATE FOR ADDITIONAL SERVICES**

Team Member Project Role Current Hourly Bill Rate	Prime - Plus Six Engineering, LLC		Sub - JH Engineering, LLC				Expenses	Prime Labor	Sub Markup	Sub Labor	Sub Expenses	Total
	Matt Gaughan Project Manager	Ron Mick Field Manager	Jeff Haasch C&SU Manager	Olivia Beck C&SU Engineer	Kirkland Fordham Const Coord	Matthew Hladik Elec Specialist						
	\$182.50	\$182.50	\$225.00	\$165.00	\$130.00	\$150.00						

**TASKS**

**Phase 1 Expansion - Extension of Services**

Task 120 - Project Construction Manager Services	192						\$35,040.00					\$35,040.00
Task 130 - Resident Project Representative Services					1113	560	\$2,822.40	\$18,520.99	\$228,690.00	\$2,822.40		\$250,033.39
Task 140 - Commissioning and Start-up Services			140	560			\$3,227.60	\$10,170.21	\$123,900.00	\$3,227.60		\$137,297.81
<b>Total Basic Services Hours</b>	192	140	560	1113	560							\$422,371.20
<b>Total Basic Services Labor and Expenses Effort</b>	\$35,040.00	\$31,500.00	\$92,400.00	\$144,690.00	\$84,000.00	\$6,050.00	\$35,040.00	\$28,691.20	\$352,590	\$6,050.00		\$422,371.20

**Assumptions**

1. Proposal covers additional time required to provide continuing Owner's Representative Services for CWWTP Phase 1
2. Proposal assumes CWWTP Phase 1 Contractor maintains schedule revision per CO5 with Substantial Completion date of 04/20/22 and Final Completion 06/19/22
3. Labor hours estimated as follows:
  - Field Manager - 6 months at 24 hours per month and final month at 48 hours for closeout
  - C&SU Manager - 14 weeks at 10 hours per week
  - C&SU Engineer - 14 weeks at 40 hours per week
  - Const Inspector - 14 weeks at 55 hours per week and 8.5 weeks at 40 hours per week
  - Electrical Inspector - 14 weeks at 40 hours per week
4. Expenses include mileage from Home Offices to project site.
  - C&SU Manager - 44 trips @ 90 miles per trip @ \$0.56/mi = \$2,217.60
  - C&SU Engineer - 44 trips @ 41 miles per trip @ \$0.56 / mi = \$1,010.00
  - Const Inspector - 84 trips @ 30 miles per trip @ \$0.56/mi = \$1,411.20
  - Electrical Inspector - 84 trips @ 30 miles per trip @ \$0.56/mi = \$1,411.20

EXHIBIT 1

**City of Pflugerville  
Owner's Representative Services for Phase I Central  
WWTP Expansion - Extension  
Supplemental Agreement 02  
Rate Schedule  
Plus Six Engineering, LLC  
11/17/2021**

Rate Schedule		
		2021
Name	Classification	Bill Rate
Ron Mick	Deputy PM	\$182.50
Jeff Haasch	C&SU Manager	\$225.00
Olivia Beck	C&SU Engineer	\$165.00
Kirkland Fordham	Const Coord	\$130.00
Matthew Hladik	Elec Specialist	\$150.00

**City of Pflugerville**

**Owner's Representative Services for Phase I Central WWTP Expansion - Extension**

**Supplemental Agreement 02**

**Rate Schedule**

**Plus Six Engineering, LLC**

**11/17/2021**

Task	Duration	Completion
Task 120 - Project Construction Manager Services	7 months	6/19/2022
Task 130 - Resident Project Representative Services	22 weeks	6/19/2022
Task 140 - Commissioning and Start-up Services	14 weeks	4/20/2022





November 2, 2021

Plus Six Engineering, LLC  
1452 Hughes Rd. #20  
Grapevine, Texas 76051

ATTN: Matt Gaughan, Managing Manager

RE: **City of Pflugerville  
Central Wastewater Treatment Plant Phase I Improvements Project  
Construction and Commissioning & Startup Inspection Services  
Contract Modification No. 1**

Mr. Gaughan,

Due to the current completion schedule of the City of Pflugerville's Central WWTP Phase I Improvement Project extending beyond the completion schedule identified in the Contract Documents, JHE will require additional authorization. The attached Contact Modification No. 1 includes the anticipated costs required to continue construction and commissioning and startup inspection services based on the current completion schedule communicated to JHE at the time this estimate was developed. It is our understanding the Contractor is anticipating achieving Substantial Completion by April 20, 2022 and Final Completion by June 19, 2022. Using these dates and comparing them to the current remaining authorization, JHE is estimating needing an additional 14 weeks of labor at 40 hours/week for electrical inspection and commissioning and startup inspection services, and 14 weeks at 55 hours/week for structural, civil, and mechanical inspection through Substantial Completion. Another approximate 8.5 weeks (60 days) at 40 hours/week will be needed for structural, civil, and mechanical inspection services to cover the time between Substantial and Final Completion. As identified in Assumptions, Clarifications, and Exclusions item No. 3.0, it is assumed the existing remaining authorization can be utilized as needed to support the Project's construction inspection and commissioning and startup needs through the week of 1/10/22. Should this assumption be incorrect, then durations listed in the attached Level of Effort Estimate will need to be revised and will cause the request for additional authorization to increase. If you have any questions or concerns that arise during your review, please do not hesitate to reach out to me at, 702-355-6194. We would be happy to schedule a meeting to discuss the request for additional authorization and answer any questions you may have. We look forward to continue working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Haasch'.

Jeff Haasch, PE, PMP  
Owner / Principal Engineer  
[jhaasch@jhengineeringllc.com](mailto:jhaasch@jhengineeringllc.com)



# EXHIBIT 1

**City of Pflugerville**  
**Central WWTP Expansion**  
**Phase I Improvements**  
**Construction / Commissioning and Startup Inspection Services**  
**Contract Modification No. 1 - Level of Effort Estimate - Labor Cost**



TBPE Firm No. F-19850

Item/Description	Specification Section	Commissioning and Startup Manager / Principal Engineer	Commissioning and Startup Engineer	Engineering & Construction Inspection Coordinator	Electrical Inspector / Master Electrician		Total Labor Hours
		Jeff Haasch, PE,PMP	Olivia Beck, PE	Kirkland Fordham	Matt Hladik		
<b>Billable Hourly Rate</b>		<b>\$ 225.00</b>	<b>\$ 165.00</b>	<b>\$ 130.00</b>	<b>\$ 150.00</b>		
<b>Task 100 - Construction Management Services</b>							
<b>130 Resident Project Representative Services</b>		-	-	1,113	560		1,673
<b>140 Commissioning &amp; Startup Coordination Services</b>		140	560	-	-		700
<b>Sub-Total</b>		<b>140</b>	<b>560</b>	<b>1,113</b>	<b>560</b>	-	<b>2,373</b>
<b>Total Hours</b>		<b>140</b>	<b>560</b>	<b>1,113</b>	<b>560</b>	-	<b>2,373</b>

<b>Billable labor</b>	<b>\$ 352,590</b>
<b>ODCs</b>	<b>\$ 6,050</b>
	<b>\$ -</b>
<b>Total</b>	<b>\$ 358,640</b>

**Assumptions, Exclusions, and Clarifications:**

- 1.0 Additional manpower and LOE not specifically included above is excluded.
- 2.0 Current remaining authority will cover services through the week of 1/10/22
- 3.0 This estimate assumes the existing remaining authorization can be utilized as needed to support the Project's construction inspection and commissioning and startup needs through the week of 1/10/22. This estimate is invalid if this assumption is incorrect.
- 4.0 Substantial Completion will be achieved by the Contractor no later than 4/20/22
- 5.0 Final Completion will be achieved by the Contractor no later than 6/19/22
- 6.0 Construction Inspection services will be required through Final Completion
- 7.0 Electrical Inspection services will be required through Substantial Completion
- 8.0 Commissioning and Startup services will be required through Substantial Completion
- 9.0 Support provided for the hours shown above is for inspection and coordination only. All effort to complete tasks being witnessed and inspected shall be provided by the Contractor.
- 10.0 Contract Modification assumes an additional 14 weeks @ 55 hours/week (through Substantial Completion) for construction inspection
- 11.0 Contract Modification assumes an additional approx. 8.5 weeks (60 calendar days) @ 40 hours/week (Between Substantial and Final Completion) for construction inspection and punchlist management.
- 12.0 Contract Modification assumes an additional 14 weeks @ 40 hours/week are needed for electrical inspection
- 13.0 Contract Modification assumes an additional 14 weeks @ 40 hours/week are needed for a Commissioning and Startup Engineer
- 14.0 Contract Modification assumes an additional 14 weeks @ 10 hours/week are needed for a Commissioning and Startup Manager
- 15.0 Instrumentation necessary to conduct any and all testing shall be provided by the Contractor and is not included in this SOW

# EXHIBIT 1

**City of Pflugerville**  
**Central WWTP Expansion**  
**Phase I Improvements**  
**Construction / Commissioning and Startup Inspection Services**  
**Contract Modification No.1 Travel Expenses & Other Direct Costs**



Travel Expenses and Other Direct Costs (ODCs) Assumptions:		
Mileage Reimbursement (assumes 2021 rate will not change)	\$0.560	per mile
Stay:		
Hotel (GSA Rate)	\$0.00	per day
Meals (GSA Rate)	\$0.00	per day
Rental Car (truck/suv)	\$0.00	per day
Parking at Departing Airport	\$0.00	per day
Total daily expenses	\$0.00	per day
Round trip mileage per trip for Jeff Haasch	90	miles
Round trip mileage per trip for Olivia Beck	41	miles
Round trip mileage per trip for Kirkland Fordham	30	miles
Round trip mileage per trip for Matt Hladik	30	miles
Airfare	\$0.00	each trip

Task	Item	Labor Hours By Position				Total Hours	Total Work Days	# of trips	Avg. Travel Cost/Trip	ODC Sub Total by Task
		Commissioning and Startup Manager / Principal	Commissioning Engineer	Engineering & Construction Inspection Coordinator	Electrical Inspector / Master Electrician					
<b>Task 130 - Resident Project Representative Services</b>	Hours	-		1,113	560	1,673	168	168	\$ 16.80	\$ 2,822.40
<b>Task 140 - Commissioning &amp; Startup Coordination Services</b>	Hours	140	560	-	-	700	88	88	\$ 36.68	\$ 3,227.84
							Total	256		\$ 6,050