

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 13
FOR
CENTRAL WASTEWATER TREATMENT PLANT EXPANSION PHASE I**

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

This Supplemental Agreement No. 13 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Freese and Nichols, Inc. ("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 30th day of March, 2017 for the Central WWTP Expansion project ("Project") in the amount of \$375,806.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 01 for Professional Services on the 2 day of March 2018 extending the term, modifying the scope and schedule, and increasing by \$3,442,165 the amount payable under the Agreement for a total of \$3,817,971; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 02 for Professional Services on the 31 day of October 2018 modifying the scope and increasing by \$0 change; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 03 for Professional Services on the 19 day of December 2018 modifying the scope and increasing by \$29,155 the amount payable under the Agreement for a total of \$3,847,126; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 04 for Professional Services on the 24 day of May 2019 modifying the scope and increasing by \$44,485 the amount payable under the Agreement for a total of \$3,891,611; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 05 for Professional Services on the 1 day of November 2019 modifying the scope to add construction phase and post construction engineering services and increasing by \$1,309,800 the amount payable under the Agreement for a total of \$5,201,411; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 06 for Professional Services on the 19 day of January 2021 modifying the scope and increasing by \$18,566 the amount payable under the Agreement for a total of \$5,219,977

WHEREAS, the City and Consultant executed a Supplemental Agreement # 07 for Professional Services on the 4 day of May 2021 modifying the scope and increasing by \$1,528,933 the amount payable under the Agreement for a total of \$6,748,910

WHEREAS, the City and Consultant executed a Supplemental Agreement # 08 for Professional Services on the 29 day of September 2021 modifying the scope and increasing by \$0 the amount payable under the Agreement for a total of \$6,748,910

WHEREAS, the City and Consultant executed a Supplemental Agreement # 09 for Professional Services on the 26 day of September 2022 modifying the scope and increasing by \$114,964 the amount payable under the Agreement for a total of \$6,863,874.

WHEREAS, the City and Consultant executed a Supplemental Agreement # 10 for Professional Services on the 17 day of October 2022 modifying the scope and increasing by \$49,227 the amount payable under the Agreement for a total of \$6,913,101.

WHEREAS, the City and Consultant executed a Supplemental Agreement # 11 for Professional Services on the 5 day of January 2023 modifying the scope and increasing by \$9,564 the amount payable under the Agreement for a total of \$6,922,665.

WHEREAS, the City and Consultant executed a Supplemental Agreement # 12 for Professional Services on the 16 day of May 2023 modifying the scope and increasing by \$135,593 the amount payable under the Agreement for a total of \$7,058,258.

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 13 for Professional Services for the Project in the amount of \$99,897 on the 28 day of May 2024 to extend Construction Phase Services for the Central WWTP Phase I 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 II. Term shall be amended by changing the term of the Agreement to terminate on December 31, 2024, with the ratification and incorporation of the remaining terms of the Agreement.

Article III. Scope of Services and Exhibit A, shall be amended as set forth in the attached addendum to Exhibit A.

Article III. Work Schedule and Exhibit B, shall be amended as set forth in the attached addendum to Exhibit B.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$99,897 the amount payable under the Agreement for a total of \$7,158,155, as shown by the attached Addendum to Exhibit C (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: Kendall W. King

Title: City Manager

Title: Principal

Date: _____

Date: May 16, 2024

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

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

**SUPPLEMENTAL AGREEMENT 13
ADDENDUM TO EXHIBIT A – SCOPE OF SERVICES
CENTRAL WWTP EXPANSION**

PHASE I EXTENSION OF CONSTRUCTION SERVICES NO. 3

GENERAL DESCRIPTION OF PROJECT AND SERVICES

Phase I Extension of Construction Phase Services

Phase I of the Central WWTP Expansion began construction on October 19, 2019. FNI's scope of services for the Construction Phase is described in Professional Services Supplemental Agreement 05 (PSSA 05) and was developed based on a construction duration of 24 months, with Substantial Completion scheduled for October 12, 2021. Change Order Numbers 1 through 5 between the CITY and the construction contractor extended the construction contract to a revised Substantial Completion date of April 20, 2022. FNI agreed to work through the revised April completion date under the existing fee from PSSA 05. Since the execution of Change Order No. 5, construction was further delayed, and FNI's Construction Phase Services were extended to February 2023 under PSSA 09 and then to November 2023 (Final Completion) under PSSA 12.

FNI completed a punchlist walkthrough of the site in December of 2023 and issued a letter to the Contractor on January 26, 2024 recommending that Substantial Completion not be awarded. FNI provided a punchlist with the letter that indicated construction items that need to be completed to achieve Substantial Completion and other items that need to be completed to achieve Final Completion. As of the date of this contract, Substantial Completion for the Project has not been achieved. The Basic Services included in this supplemental agreement extend FNI's Construction Phase Services from PSSA 12 an additional 13 months to December 2024. This supplemental agreement also includes effort to assist the City and Contractor with miscellaneous Warranty Items that may arise during this period.

Construction Phase or Post-Construction Phase Services extending beyond December 2024 will be negotiated under a separate supplemental agreement.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PHASE I CONSTRUCTION PHASE SERVICES:

1. Perform general administrative duties associated with FNI's services including progress monitoring and monthly progress reporting, office administration and invoicing for the scope items identified below. These duties include maintaining routine contact with the CITY and CM to help meet the needs of the CITY in a timely manner and executing the work in accordance with the work plan, budget, and schedule.
2. Establish and maintain a project documentation system (FNiManager) consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation.
3. Review and respond to Contractor and City questions and provide general support through the completion of construction, up to 120 hours.

4. Attend and participate in up to eighteen (13) monthly punchlist check-in meetings.
 5. Make up to nine (13) additional visits to the site, non-concurrent with the monthly site visits and construction progress meetings, to provide additional technical support to the CITY and CM as may be required for the project. Specific visits to the site are anticipated for addressing final outstanding items from the NPW Defective Work Notice, verifying repairs to the washer/compactors, addressing HVAC unit issues, addressing heat trace issues, verifying completion of punchlist items.
- B. POST-CONSTRUCTION AND WARRANTY ASSISTANCE:
1. Provide ongoing support to the City in addressing plant operations and equipment warranty issues as they arise, up to eighty (100) hours

ADDENDUM TO EXHIBIT B

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement per the duration and schedule shown below. Compensation for services beyond the estimated duration shall be as described in Article II.

- End Date of PSSA 12 – November 2023
- Contract Duration – December 2024
 - Duration of Extension – 13 Months

ADDENDUM TO EXHIBIT C

COMPENSATION: Compensation for FNI to complete the work described is as follows:

TASK	COST
<i>Basic Services: Phase I Extension of Construction Phase Services</i>	\$99,897
Total	\$99,897

Addendum to Exhibit C Pflugerville Central WWTP Expansion Phase I - PSSA 13 5/7/2024 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 99,897
	Special Services	\$ -
	Total Project	\$ 99,897

Tasks				Labor						Total Hours	Total Labor Effort	
Phase	Task	Activity	Basic or Special	Task Description	Coby Gee	Kendall King	Justas Rutkauskas	Chris Callahan	Adam Young			Kira Iles
					PM	Principal	EIT	Process PE	HVAC PE	Design PE		
					\$264	\$303	\$174	\$228	\$303	\$228		
			Basic	Construction Phase Services Extension								\$ -
			Basic	Project Management (13 months)	26						26	\$ 6,864
			Basic	Maintain FNI Manager (13)	8			26			34	\$ 8,040
			Basic	Respond to questions and general support (120 hours)	52			50	8	6	116	\$ 28,920
			Basic	Attend Monthly Punchlist Check-Ins (13)	4			13			17	\$ 4,020
			Basic	Site Visits (13)	52		16		12		80	\$ 20,148
												\$ -
			Basic	Post-Construction and Warranty Assistance								\$ -
			Basic	Provide operations and warranty support	36			36	12	8	92	\$ 23,172
												\$ -
												\$ -
				Total Hours / Quantity	178	-	16	125	32	14	365	
				Total Effort	\$ 46,992	\$ -	\$ 2,784	\$ 28,500	\$ 9,696	\$ 3,192		\$ 91,164

Addendum to Exhibit C Pflugerville Central WWTP Expansion Phase I - PSSA 13 5/7/2024 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	99,897
	Special Services	-
	Total Project	99,897

Tasks					Expenses				
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Total Expense Effort
			Basic	Construction Phase Services Extension					\$ -
			Basic	Project Management (13 months)	26				\$ 221
			Basic	Maintain FNI Manager (13)	34				\$ 289
			Basic	Respond to questions and general support (120 hours)	116				\$ 986
			Basic	Attend Monthly Punchlist Check-Ins (13)	17				\$ 145
			Basic	Site Visits (13)	80	520			\$ 1,028
									\$ -
			Basic	Post-Construction and Warranty Assistance					\$ -
			Basic	Provide operations and warranty support	92	160			\$ 889
									\$ -
									\$ -
				Total Hours / Quantity	365	680	-	-	
				Total Effort	\$ 3,103	\$ 456	\$ -	\$ -	\$ 3,558

Addendum to Exhibit C Pflugerville Central WWTP Expansion Phase I - PSSA 13 5/7/2024 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	99,897
	Special Services	-
	Total Project	99,897

Tasks					Subconsultants				Total	
Phase	Task	Activity	Basic or Special	Task Description	Gupta and Associates	Sub Name 2	Sub Name 3	Sub Name 4	Total Sub Effort	Total Effort
			Basic	Construction Phase Services Extension					\$ -	\$ -
			Basic	Project Management (13 months)					\$ -	\$ 7,085
			Basic	Maintain FNI Manager (13)					\$ -	\$ 8,329
			Basic	Respond to questions and general support (120 hours)	3,500				\$ 4,025	\$ 33,931
			Basic	Attend Monthly Punchlist Check-Ins (13)					\$ -	\$ 4,165
			Basic	Site Visits (13)					\$ -	\$ 21,176
									\$ -	\$ -
			Basic	Post-Construction and Warranty Assistance					\$ -	\$ -
			Basic	Provide operations and warranty support	1,000				\$ 1,150	\$ 25,211
									\$ -	\$ -
									\$ -	\$ -
Total Hours / Quantity					\$ 4,500	\$ -	\$ -	\$ -		
Total Effort					\$ 5,175	\$ -	\$ -	\$ -	\$ 5,175	\$ 99,897