

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 09
FOR
CENTRAL WASTEWATER TREATMENT PLANT EXPANSION**

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

This Supplemental Agreement No. 09 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 18 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 desire to enter into a Supplemental Agreement # 09 for Professional Services for the Project in the amount of \$114,964.00 to extend the Phase I Construction General Representation Services. In addition, Supplemental Agreement # 09 will move existing Contingency budget to Phase II Design Services for additional services, and add under special services additional monthly construction phase effort to be used upon authorization by the City.

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, 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:

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 \$114,964.00 the amount payable under the Agreement for a total of \$6,863,874, as shown by the attached Addendum to Exhibit C (Fee Schedule).

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**

FRESE AND NICHOLS, INC.

(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Kendall King

Title: City Manager

Title: Principal

Date: _____

Date: _____

APPROVED AS TO FORM:

**SUPPLEMENTAL AGREEMENT 09
ADDENDUM TO EXHIBIT A – SCOPE OF SERVICES
CENTRAL WWTP EXPANSION**

PHASE I EXTENSION OF CONSTRUCTION SERVICES

PROJECT UNDERSTANDING

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 a construction duration of 24 months, with Substantial Completion scheduled for October 12, 2021. Change Order Numbers 1 through 5 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, the construction contract has further delayed, with a revised Substantial Completion date now projected for Fall 2022 and Final Completion extending 60 days after Substantial Completion. The Basic Services included in this supplemental agreement extend FNI's Construction Phase Services from PSSA 05 for an additional 10 months to cover effort from April 2022 to the project Final Completion date in February 2023 (*July Schedule Update, 07/07/2022 Progress Meeting*). Should the construction contract extend beyond February 2023, a monthly fee for FNI's construction phase services is included as a Special Service to be used upon written authorization from the City. The services included in this construction phase services extension are the recurring monthly activities of FNI and Gupta and Associates, Inc. (GAI) described below and do not include scope items already included in PSSA 05.

1. Project Management/Invoicing
2. Attending Bi-Weekly Construction and Startup Meetings
3. Attending Monthly Site Construction Progress Meetings and Site Visits
4. Managing FNI Manager

Phase II Design Contingency Funds for Additional Scope Items

As part of Professional Services Supplemental Agreement 08 (PSSA 08) for the Central WWTP Expansion executed on September 29th, 2021, a Project Contingency supplemental service is available for a total of \$20,302. This PSSA 09 appropriates this Project Contingency supplemental service to cover the effort required to design a backup post aeration system as part of the Central WWTP Expansion Phase II. As part of the Phase II design, FNI was asked by the City to complete the design of a backup post aeration system in the new Effluent Pump Station. This work was not scoped as part of the original project but has subsequently been completed by FNI and submitted as part of the 100% deliverable to the City on 7/1/22. The work entailed the design of two new positive displacement (PD) blowers, air piping and supports, retrievable diffuser system, and a fiberglass building to house the blowers in addition to the associated electrical, HVAC, architectural, and structural work. Modifications have also been made to the effluent structure design itself to accommodate this system. To complete this design, FNI prepared a minimum of one (1) new drawing sheet, four (4) new technical specifications, significantly modified several existing drawing sheets, and prepared a cost estimate to incorporate this work as part of the project.

ARTICLE I

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

A. CONSTRUCTION PHASE GENERAL REPRESENTATION:

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. Attend and participate in up to fifteen (18) bi-weekly construction and startup meetings.
4. Make up to ten (10) monthly visits to the construction site in conjunction with the monthly construction progress meetings to attend the monthly construction progress meeting and 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. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CM. Visits to the site in excess of the specified number are an additional service.
5. Make up to ten (10) 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.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Additional Monthly Construction Phase Services: Monthly fee of \$11,496 for FNI and our subconsultants to provide Construction Phase General Representation Services described in Basic Services for each month after the estimated Final Completion date in February 2023. PSSA 09 authorizes an additional four (4) months of professional services for a total fee of \$45,985.60. A written request to invoice for these additional services shall be submitted by FNI each month and payment will be contingent upon written approval from the City.

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.

- Notice to Proceed – April 21, 2022
- Substantial Completion (*July 2022 Update*) – December 2022
- Final Completion (*July 2022 Update*) – February 2023
 - Total Duration – 10 Months

ADDENDUM TO EXHIBIT C

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

Task	Previous Budget (PSSA 08)	Revised Budget (PSSA 09)	Net Amount
<i>Basic Services: Phase I Extension of Construction Phase Services</i>	\$0	\$114,964 <i>Fee Estimate Attached</i>	\$114,964
<i>Basic Services: Project Contingency</i>	\$20,320	\$0	-\$20,320
<i>Basic Services: Phase II Design Additional Scope Items (New)</i>	\$0	\$20,320	\$20,320
Total	\$20,320	\$135,284	\$114,964

City of Pflugerville Central WWTP Expansion Phase I - PSSA 09 7/8/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 114,964
	Special Services	\$ -
	Total Project	\$ 114,964

Tasks				Labor					Total Hours	Total Labor Effort
Phase	Task	Basic or Special	Task Description	Coby Gee	Kendall King	Kira Iles	Chris Callahan	Michael Robertson		
				PM	Principal	PE	PE	Structural PE		
			Construction Phase Services Extension							
			Project Management (10 months)	30	4				34	\$ 7,578
			Maintain FNI Manager (10)	10			40		50	\$ 9,670
			Attend C&SU Meetings (18)	24		18	18		60	\$ 12,564
			Monthly Progress Meetings and Site Visits (10)	40	40	16	20	4	120	\$ 26,960
			Additional Site Visits (10)	40	16	16			72	\$ 16,296
Total Hours / Quantity				144	60	50	78	4	336	
Total Effort				\$ 31,536	\$ 15,120	\$ 10,950	\$ 14,586	\$ 876		\$ 73,068

City of Pflugerville Central WWTP Expansion Phase I - PSSA 09 7/8/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	114,964
	Special Services	-
	Total Project	114,964

Tasks				Expenses				
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	Total Expense Effort
			Construction Phase Services Extension					\$ -
			Project Management (10 months)	34				\$ 289
			Maintain FNI Manager (10)	50				\$ 425
			Attend C&SU Meetings (18)	60				\$ 510
			Monthly Progress Meetings and Site Visits (10)	120	280			\$ 1,195
			Additional Site Visits (10)	72	360			\$ 837
			Total Hours / Quantity	336	640	-	-	
			Total Effort	\$ 2,856	\$ 400	\$ -	\$ -	\$ 3,256

City of Pflugerville Central WWTP Expansion Phase I - PSSA 09 7/8/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	114,964
	Special Services	-
	Total Project	114,964

Tasks				Subconsultants				Total	
Phase	Task	Basic or Special	Task Description	Gupta and Associates	Sub Name 2	Sub Name 3	Sub Name 4	Total Sub Effort	Total Effort
			Construction Phase Services Extension	33,600				\$ 38,640	\$ 38,640
			Project Management (10 months)					\$ -	\$ 7,867
			Maintain FNI Manager (10)					\$ -	\$ 10,095
			Attend C&SU Meetings (18)					\$ -	\$ 13,074
			Monthly Progress Meetings and Site Visits (10)					\$ -	\$ 28,155
			Additional Site Visits (10)					\$ -	\$ 17,133
Total Hours / Quantity				\$ 33,600	\$ -	\$ -	\$ -		
Total Effort				\$ 38,640	\$ -	\$ -	\$ -	\$ 38,640	\$ 114,964