

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 5
FOR
Cottonwood West Lift Station and Force Main**

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

This Supplemental Agreement # 5 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Kimley-Horn and Associates, 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 7th day of March, 2023 for the Cottonwood West Lift Station and Force Main project ("Project") in the amount of \$1,285,932.08 ; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$0.00, on the 6th day of April, 2023 to add HDR Inc. and removing Blanton and Associates to perform Natural and Cultural Services to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$119,462.50, on the 16th day of November, 2023 to add to the design phase for the Pre-Procurement services, drainage and water quality design, as well as additional environmental and cultural resources services to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$49,865.00, on the 8th day of October, 2024 to add to the design phase for additional drainage and additional permitting services to the Agreement. The City and Consultant also request to reallocate funding from the Construction Phase Services for the Lift Station and Construction Phase Services for the Force Main by \$5,000 each, totaling \$10,000, and applying this reduction to the Lift Station Design Phase. This results in no additional funds being requested by the Consultant that are in addition to the \$49,865.00. The budget for both the Construction Phase Services for the Lift Station and Force Main therefore are reduced from \$78,075 to \$73,075 for the Lift Station, and \$78,075 to \$73,075 for the Force Main. These reductions are requested to be added to the Lift Station Design task; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 4 for Professional Services for the Project in the amount of \$42,649.50, on the 18th day of November, 2024 to add to the construction phase for additional construction material testing services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 5 for Professional Services for the Project in the amount of \$93,050.00, on the 10th day of March, 2025 to add to the design, bid, and construction phase for additional WIFIA funding administrative

support, Joint bid administrative support for both bid and construction phase services, and additional environmental and cultural resources studies to the Agreement. The city has decided to fund force main, lift station, as well as the downstream gravity main projects with WIFIA funding. Also to bid the downstream gravity main designed by other engineer with the force main together. The services above provides administrative support to implement WIFIA requirements and joint bid efforts; and

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:

I.

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

Article IV. Compensation to Consultant and Attachment B (Fee Schedule), shall be amended by increasing by \$93,050.00 the amount payable under the Agreement for a total of \$1,590,959.08.

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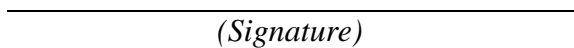
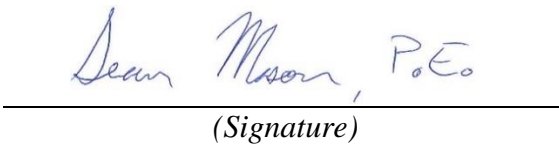
2.

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.

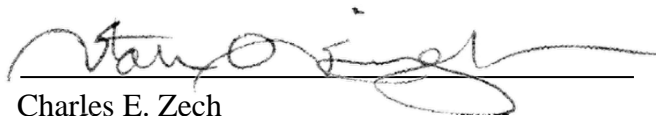
EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT

	
(Signature)	(Signature)
Printed Name: <u>Sereniah Breland</u>	Printed Name: <u>Sean Mason</u>
Title: <u>City Manager</u>	Title: <u>Vice President</u>
Date: _____	Date: <u>03/10/2025</u>

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

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

Stan Springerley, Senior Associate Attorney



Addendum to Attachment A

Cottonwood West LS and FM Scope of Services – Supplemental #5

Project Understanding

This scope of services is an addition to the original scope of services signed March 7th, 2023. With the request from the city to bid the current force main project with the downstream gravity main, additional collaboration with another engineer is needed. Kimley-Horn is tasked by the City to provide plan reviews and value engineering of the downstream gravity main designed by others, as well as providing additional support during bid, and construction phase services. Since both projects will be funded through WIFIA, additional environmental and cultural assessments are needed on the downstream gravity main project to meet EPA's requirements. Kimley-Horn requests this supplemental for the project for the following scope items:

Scope of Services – Basic Services

Task 1 – Project Management

In addition to the original scope of services. Kimley-Horn shall:

- a) Provide assistance on gathering and collecting required environmental and cultural documentation for the WIFIA application.
- b) Provide administrative support on Force Main and Gravity Main joint bid

Task 2 – Force Main – Bid Phase Support

In addition to the original scope of services. Kimley-Horn shall:

- a) Provide assistance on preparing the bid documentation for joint bid, including file compiling, bid form preparation, contract document preparation, reference checking, and coordination with gravity main design engineer.
- b) Provide limited assistance on bid questions and addendums that are related to the gravity main.

Task 3 – Force Main – Construction Phase Support

In addition to the original scope of services. Kimley-Horn shall:

- a) Provide coordination assistance on RFIs, Submittals, and potential change orders.
- b) Provide assistance on compiling the closeout documents

Task 4 – Environmental and Cultural Resources Assessment

Since both force main and gravity main projects will be funded through WIFIA, additional environmental and cultural resources assessment are required for Carmel East Interceptor and Cottonwood West Force Main. Additional studies will be performed to bridge all the gaps to meet all EPA requirements.

See the attached scope of service for the following sub-consultant

Task Deliverables – Cultural Resources Survey Report
Environmental Assessment Report

Original Professional Service Agreement = \$1,285,932.08

Total Add Service #1 = \$0.00

Total Add Service #2 = \$119,462.50

Total Add Service #3 = \$49,865.00

Total Add Service #4 = \$42,649.50

Total Add Service #5 = \$93,050.00

Total under Supplement Agreement #5 = **\$1,590,959.08**

February 18, 2025

Mr. Lance Parisher, P.E.
Kimley-Horn
10814 Jollyville Road, Campus IV, Suite 200
Austin, TX 78759
Via email: Lance.Parisher@kimley-horn.com

Re: Proposed Scope and Fee for Water Infrastructure Finance and Innovation Act (WIFIA) Programmatic Environmental Assessment for the Carmel East Interceptor Wastewater Line and Follow-up Tasks for the Cottonwood West Lift Station and Force Main

Dear Mr. Parisher,

HDR Engineering, Inc. (HDR) is submitting this proposed scope of work and fee estimate to Kimley-Horn (KH) to prepare a Programmatic Environmental Assessment Questionnaire related to the City of Pflugerville's (City) proposed Carmel East Interceptor wastewater line between the Carmel Lift Station and the Cottonwood West force main. HDR's scope of work is based on our understanding of the information provided by KH in February 2025.

Additionally, during a phone conversation on February 14, 2025, KH requested additional scope items related to work previously completed in 2023 and 2024 for the Cottonwood West Lift Station and Force Main.

Proposed Project Description

The City has contracted with KH (prime consultant) to design the Carmel East Interceptor: a 24-inch wastewater line between the Carmel Lift Station and the Cottonwood West force main, a distance of approximately 4,000 linear feet. The proposed wastewater line would be a joint project between the City and a residential developer and would seek to utilize Water Infrastructure Finance and Innovation Act (WIFIA) funds. The wastewater line would be constructed in new alignment in the extra-territorial jurisdiction of the City of Pflugerville in Travis County, Texas. HDR's proposed scope of work consists of the following task to provide the environmental and cultural services to support Kimley-Horn and prepare a Programmatic Environmental Assessment Questionnaire as required by the U.S. Environmental Protection Agency for WIFIA funding.

HDR has previously completed tasks including a water resources report, a federally listed species review, an historical and archeological resources evaluation, and a draft Programmatic Environmental

Assessment Questionnaire for the Cottonwood West Lift Station and Force Main. Task 6 includes additional items related to completing the WIFIA environmental assessment process.

Scope of Services – Carmel East Interceptor

Task 1: Environmental Desktop Review

HDR will review existing, publicly available data sets, including but not limited to, land use and zoning, air conformity, soils and geology, water resources, vegetation communities, and roadways. A review of the U.S. Fish and Wildlife Services Information for Planning and Consultation, critical habitats maps, Texas Parks and Wildlife Department's Annotated County List of Rare, Threatened and Endangered Species of Texas, and the Texas Natural Diversity Database will be reviewed. The desktop research will also include a review of the environmental regulatory history of the site (using a subcontracted records search firm ERIS).

Task 2: Environmental Field Work

HDR will perform the following on-site environmental services for one (1) approximately 4,000 LF pipeline alignment within a 50-foot-wide corridor:

1. Delineation of waters of the U.S, including wetlands
2. Evaluation of the project area for potential Threatened & Endangered Species and habitat,
3. Evaluation of on-site conditions including land use, utilities, and vegetation communities.

Task 3: Cultural Resources Database Review

HDR will conduct a basic desktop database review of the Texas Historical Commission's Archeological Sites Atlas, Historical Sites Atlas, and Texas General Land Office to determine the presence or absence of previously recorded cultural resources for the project area and within a 1-mile buffer of the project area. The records search will define previous cultural resources management projects, archaeological sites, National Register properties, cemeteries, historic markers, or other cultural resources located within either the project area or the surrounding buffer area. Additionally, HDR will consult data from the U.S. Department of Agriculture Natural Resources Conservation Service Soil Service, the Geologic Map of Texas, and the Texas Department of Transportation's Potential Archaeological Liability Maps to assess the potential of the project area for containing preserved archaeological deposits. HDR will also review historical maps and aerial photography to identify potential historic-age archaeological sites and architectural resources, in addition to documenting the degree of landscape modification that has occurred since the early twentieth century period. HDR will compile the results of the desktop review into a research design for a cultural resources survey.

Task 4: Cultural Resource Surveys and Report

Archeological Investigation

Prior to fieldwork, HDR will obtain a Texas Historical Commission Antiquities Permit. An intensive archaeological investigation will be carried out to determine the presence/absence of archaeological resources within the archaeological Area of Potential Effects as per the Antiquities Code of Texas (13 TAC 26) and to evaluate identified resources for their eligibility for inclusion in the National Register of Historic Places (NRHP) or as a designated State Antiquities Landmark (SAL).

Built Environment Investigation

HDR will formulate a built environment area of potential effect (APE) shaped by the geographic area within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. A reconnaissance level investigation will be carried out to determine the presence/absence of resources within the built environment APE, to evaluate identified resources for their eligibility for inclusion in the NRHP, and to assess the potential visual, noise, and/or atmospheric effects of the proposed undertaking on historic properties

A combined Final Cultural Report will be prepared in compliance with the guidelines published by the Council of Texas Archeologists, the THC, and the Secretary of the Interior's Guidelines.

Task 5: WIFIA Programmatic Environmental Assessment Documentation

HDR will prepare a "Programmatic Environmental Assessment Documentation Report" which will summarize the results of the desktop evaluation, on-site investigation, and cultural resources assessment providing background information in support of the Programmatic Environmental Assessment Questionnaire.

HDR will prepare one draft and one final Programmatic Environmental Assessment Questionnaire for submittal to the U.S. Environmental Protection Agency as part of the WIFIA application.

Deliverables – Carmel East Interceptor:

1. Cultural Resources Survey Report
2. Programmatic Environmental Assessment Documentation Report
3. Draft and final Programmatic Environmental Assessment Questionnaire.

Scope of Services – Cottonwood West Lift Station and Force Main

Task 6: WIFIA Programmatic Environmental Assessment Support

HDR will review reports previously completed by HDR for the Cottonwood West line to ensure compliance with WIFIA Programmatic Environmental Assessment requirements and confirm the entirety of the project area has been included. A field visit will be conducted to delineate the limits of waters of the U.S. within the corridor that wasn't previously surveyed and account for impacts at Wilbarger Creek. The environmental regulatory history of the site will be reviewed (using a subcontracted records search firm ERIS) and the findings documented. This history search will be combined with Task 1 to reduce fees. HDR will coordinate with KH to update the Programmatic Environmental Assessment Questionnaire to a final version including identifying air, noise and vibration best management practices (BMPs), water resources, traffic and transportation impacts, and utility constraints. If requested, a Programmatic Environmental Assessment Documentation Report will be provided to support the questionnaire and will include a summary of work previously completed in 2023 and 2024, results of the field visit, and the hazardous materials review.

Deliverables:

4. Programmatic Environmental Assessment Documentation Report
5. Draft and final Programmatic Environmental Assessment Questionnaire.

Key Understandings / Assumptions

1. The corridor width is estimated to be 25 feet off center line.
2. The environmental on-site field investigation will be completed by a staff of two (2) in a one-day mobilization. The field investigation for Carmel East and additional Cottonwood West project areas will be conducted concurrently.
3. The fee assumes that no more than 40 hours total would be required to complete Task 6.
4. HDR assumes that should a Section 404 permit be required for the proposed project; it would be covered as a non-notifying Nationwide Permit 58 - Utility Line Activities for Water and Other Substances. A pre-construction notification or an approved jurisdictional determination has not been included in this scope.
5. HDR assumes no consultation with U.S. Fish and Wildlife Service would be necessary and has not been included. If either the monarch butterfly or the tri-colored bat becomes listed during the project timeline and consultation with U.S. Fish and Wildlife Services becomes necessary, that could be accomplished under additional scope.

6. HDR will not send agency coordination letters to U.S. Fish and Wildlife Service, Texas Parks and Wildlife Service, U.S. Army Corps of Engineers, and the Federal Emergency Management Agency Floodplain Administrator.
7. HDR assumes a Phase I Environmental Site Assessment to ASTM Standard E-1527-21 would not be required for the proposed project.
8. HDR assumes no major design changes.
9. HDR assumes one mobilization and that right of entry will be granted to all parcels at the time of survey.
10. No historical or archeological scope items, including desktop research, surveys, or documentation, have been included for the Cottonwood West project.
11. A maximum of two archaeological sites no larger than 0.5 acres will be recorded. When archaeological sites are identified, their delineation will not extend beyond the project area boundaries. If additional sites are located, their recordation would be covered under a scope amendment.
12. Costs for the analysis of up to 50 artifacts have been included in the current proposal. Should analysis of additional artifacts be necessary, additional funding will be required.
13. The current cost estimate does not include NRHP/SAL testing or mitigation.
14. On a preliminary basis, HDR assumes a built environment APE consisting of resources with 0.5 miles of the project area. Areas identified in the built environment APE that are determined not to have a view of the project site during ground-truthing, due to terrain and the presence of intervening buildings, structures, and/or dense, mature vegetation, will be considered outside of the viewshed and excluded from the architectural survey area. Consideration of seasonal conditions, specifically the presence of deciduous trees and likelihood of visibility of the project site during winter months, will be taken into consideration during the field survey before eliminating a resource from the built environment APE.
15. HDR assumes up to four built environment resources will be recorded as part of the survey. If additional resources are located, their recordation would be covered under a scope amendment.
16. HDR assumes no human burials will be encountered. If human burials are encountered, burial exhumation, osteological analysis, and reporting would be covered under a scope amendment.
17. The current cost estimate assumes no deep testing will be necessary.
18. No specialized collections, such as flotation or radiocarbon samples, will be undertaken as part of this work.

19. Any delays due to changes in the alignment, inclement weather, or parcel access issues may increase field costs and result in supplemental fee requests.
20. Any modification to the scope of services mandated by regulatory authorities will necessitate an updated scope and fee estimate.
21. One round of report revision is included in this fee estimate to respond to client and agency comments.
22. The Socioeconomics and Environmental Justice tab of the Programmatic Environmental Assessment will not be completed in accordance with recent Executive Order *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*.
23. The proposal includes preparation of the Programmatic Environmental Assessment Questionnaire, no other WIFIA application components are included.
24. No WIFIA application fees are included in this fee.
25. All deliverables will be electronic.
26. This proposal and cost estimate are valid for 90 days.

Fee Estimate

HDR's estimated fee for the tasks described above would be **\$61,800.00**. The fee is submitted as a not-to-exceed estimate to be invoiced on a time and materials basis per the rates defined in the 2023 agreement between Kimley Horn and HDR. Prior to exceeding the not-to-exceed amount for each task, HDR will provide written justification for the increased costs, an amended scope of work, and a request for authorization of additional fee.

HDR proposes to conduct the services in accordance with the Terms and Conditions for Professional Consulting Services negotiated between Kimley-Horn and HDR in February 2023. If you have questions, please contact Bonnie Doggett, our proposed Project Manager, at (512) 912-5100 or at bonnie.doggett@hdrinc.com at your earliest convenience.

Sincerely,
HDR Engineering, Inc.



Mark Borenstein, PE
Sr. Vice President



Bonnie Doggett
Environmental Project Manager



Detailed Fee Summary

Kimley Horn: City of Pflugerville - Carmel East Interceptor WW WIFIA PEA and Cottonwood West WIFIA Support

	Administrative Project Coordinator	Project Accountant I	Project Manager	GIS Analyst	Env. Scientist Sr.	Env. Scientist I	Cultural Resources Specialist Sr.	Cultural Resources Specialist I	Cultural Resources Specialist II						
1 Env Desktop Review	2	1	3	4	8	20				38	\$	5,301.86	\$	-	\$ 5,301.86
2 Env Field Work	1	2	3	8	8	12				34	\$	4,950.92	\$	-	\$ 4,950.92
3 Cultural Res Database Review			4	16			16	74	20	130	\$	17,577.60	\$	-	\$ 17,577.60
3.1 Agency Consult and Research I			2	10			12	18	6	48	\$	7,305.08	\$	-	\$ 7,305.08
3.2 Field Survey			2	6			4	56	14	82	\$	10,272.52	\$	-	\$ 10,272.52
4 Cultural Res Survey and Report			5	10			14	54	30	113	\$	15,699.96	\$	-	\$ 15,699.96
4.1 Draft and Final Report			4	10			14	42	30	100	\$	14,145.68	\$	-	\$ 14,145.68
4.2 Curation			1					12		13	\$	1,554.28	\$	-	\$ 1,554.28
5 WIFIA PEA Documentation	2	2	7	4	26	40				81	\$	11,787.82	\$	-	\$ 11,787.82
6 WIFIA PEA Support (Cottonwood	1	1	3	4	10	18				37	\$	5,311.92	\$	-	\$ 5,311.92
Contracted Labor Rate	\$107.80	\$98.74	\$238.36	\$144.69	\$174.01	\$115.08	\$215.18	\$109.66	\$137.57	433	\$	60,630.08	\$	1,169.92	\$ -
Total Labor Hours	6	6	25	46	52	90	30	128	50						
Total Labor Fee	\$ 646.80	\$ 592.44	\$ 5,959.00	\$ 6,655.74	\$ 9,048.52	\$ 10,357.20	\$ 6,455.40	\$ 14,036.48	\$ 6,878.50						

**Total
Contract
Value \$ 61,800.00**

Addendum to ATTACHMENT B

Project Name: Cottonwood West Lift Station and Force Main

Prepared By: Kimley-Horn and Associates Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions/Notes	Direct Labor (Person-Hours)								Sub Consultants (\$)	Misc. Direct Expense (\$)
			Senior Prof II	Senior Prof I	Prof IV	ETT	Analyst	Project Controller	Admin	Labor Total (hours)		
			\$255.00	240.00	175.00	155.00	125.00	105.00	\$105.00			
1	Project Management		4	8		16				28		
2	Force Main - Bid Phase Support		8	18		24			8	58		
3	Force Main - Construction Phase Support											
a	RFIs (3)		1	3		3				7		
b	Submittals Coordination		1	4		8				13		
c	Change Orders (2)		2	4		8				14		
d	Closeout document		1	4		8			8	21		
4	Subconsultants											
a	HDR	With 5% Markup		8						8	\$64,890	
	Task Total (Hours)		17	49	0	67	0	0	16	149		
	Task Total (Dollars)		\$4,335	\$11,760	\$0	\$10,385	\$0	\$0	\$1,680	\$28,160	\$64,890	\$0
	Reimbursable Expenses											
	Mileage											
	Task Total (Dollars)											\$0
	KIMLEY-HORN TOTAL (Hours)		17	49	0	67	0	0	16	149		
	KIMLEY-HORN TOTAL (Dollars)		\$4,335	\$11,760	\$0	\$10,385	\$0	\$0	\$1,680	\$28,160		
	SUBCONSULTANT (Task 4)									\$64,890.00		
	Miscellaneous Direct Expenses									\$0.00		
	GRAND TOTAL									\$93,050.00		