

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 4
FOR
WILBARGER CREEK REGIONAL WASTEWATER TREATMENT PLANT –
OWNER’S REPRESENTATIVE**

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

This Supplemental Agreement No. 4 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and CP&Y, 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 4th day of March, 2020 for the Wilbarger Creek Regional Wastewater Treatment Plant – Owner’s Representative project ("Project") in the amount of \$479,944.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$0.00, to add Owner’s Representative Services for the Wilbarger Creek Interceptor, extend the Owner’s Representative Services through Preliminary Engineering, and delete Site Master Planning tasks to the Agreement; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$48,392.00, to add a Reclaimed Water System Feasibility evaluation; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$1,407,592.00, to add Owner’s Representative Services during 30%, 60%, 90% 100% Design and Bid Phases to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 4 for Professional Services for the Project in the amount of \$2,187,985.00, to add Owner’s Representative Services during Pre-Construction and Construction Phases to the Agreement; 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:

I.

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 IV. Schedule).

Article IV. Compensation to Consultant and Attachment 1, shall be amended by increasing by \$2,187,985.00 the amount payable under the Agreement for a total of \$4,123,913.00, as shown by the attached Addendum to Attachment 1 (Item V. 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: Marisa Treviño Vergara, PE

Title: City Manager

Title: Sr Vice President

Date: _____

Date: 3/29/23

APPROVED AS TO FORM:



Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

SCOPE OF SERVICES
SUPPLEMENTAL AGREEMENT #4
WILBARGER CREEK REGIONAL WASTEWATER TREATMENT PLANT -
OWNER'S REPRESENTATIVE
PFLUGERVILLE, TEXAS

BACKGROUND

The City of Pflugerville (Owner) has retained CP&Y, Inc., DBA STV Infrastructure (Consultant) to provide Owner's Representative Services to serve as the Owner's liaison between the Design Consultants, Construction Manager (CM), Construction Manager at Risk (CMAR), , Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF), Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Action (WIFIA) and other stakeholders for the Wilbarger Creek Regional Wastewater Treatment Facility (Wilbarger Creek RWWTF) and Wilbarger Creek Wastewater Interceptor (WWI) projects.

This Supplemental Agreement includes acting as the City's Owner's Representative for the Pre-Construction Phase and Construction Phase of the Wilbarger Creek RWWTF project. During the Pre-Construction Phase, the Consultant will support the City in coordination with the design consultant and selected CMAR. The Pre-Construction Phase is anticipated to be eight (8) months. During the Construction Phase, the Consultant will support the City in advancing the project and assisting the City in coordination with the Design Consultant and the City's selected CM, CMAR, and other City consultants. The Construction Phase is anticipated to be thirty-seven (37) months. With some overlap between these phases, the total project duration is anticipated to be forty-two (42) months.

I. Wilbarger Creek RWWTF PROJECT MANAGEMENT

This item consists of ongoing project management tasks through the pre-construction and Construction phase of the Wilbarger Creek RWWTF project and is anticipated to be forty-two (42) months.

- A. Project Meetings and Workshops: Consultant will attend the following meetings:
 - 1. Monthly Owner's Representative / City Progress meetings (42 meetings)
 - 2. Weekly Team Progress Coordination Calls
- B. Owner Weekly Project Status Updates: Track documents and transmittals to the Owner, through Construction Manager at Risk (CMAR), Construction Manager (CM), and Design Consultant and update City weekly on outstanding items requiring City input with a prioritization on critical path tasks.
- C. Project Administration
 - 1. Internal team coordination
 - 2. Monthly project reports and invoicing

II. Wilbarger Creek RWWTF PRE-CONSTRUCTION PHASE

This item consists of pre-construction phase tasks for the Wilbarger Creek RWWTF project and is anticipated to be eight (8) months.

- A. Construction Manager at Risk (CMAR) Coordination
 1. Review CMAR's Project Execution Plan for conformance with City's overall program goals, including project schedule and overall project phasing plan.
 2. Review CMAR's Risk Management Plan for consistency with City Team's understanding of project risks and factors, and conformance with City's overall program goals.
 3. Review CMAR's permit log, provide input, and track permitting progress.
 4. Review CMAR's overall project initial project cost estimate, including cost breakdowns, conditions, assumptions, and contingency. Consultant will provide comments and recommendations for next steps based on submitted project cost estimate.
 5. Review and respond to general correspondence and questions from CMAR in the interest of coordination and advancing the pre-construction phase.
- B. Early Work Package Development Support
 1. Review and provide input on CMAR's identified Early Work Package items, based on the Design Consultant's "Issued for CMAR Procurement" Construction documents.
 2. Review packaging and proposal solicitations for Bid Package 1 (Early Work Package).
 3. Review CMAR's proposed schedule for each work package.
 4. Review CMAR's updated Project Execution Plan and Project Risk Management Plan for each additional work package as developed.
 5. Review comprehensive Guarantee Maximum Price (GMP) consisting of received bids and additional anticipated project cost.
 6. Coordinate with the City and Design Consultant for review and approval of Change Order #1.
- C. Preconstruction Optimization Phase / Balance of Plant Package
 1. Review and provide input on CMAR's initial listing of potential design and cost optimization items for further consideration.
 2. Review and provide input on proposed packaging for work packages within Balance of Plant (BOP) package.
 3. Review and provide input on CMAR's proposed optimization items, for consideration in Bid Packages, and coordinate with Design Consultant for inclusion in design documents.
 4. Provide technical review of Design Consultant's optimized design documents, specific to design changes due to optimization from the previously reviewed 100% design documents.
 5. Review CMAR's proposed schedule for each work package.
 6. Review CMAR's updated Project Execution Plan and Project Risk Management Plan for each additional work plan as developed.
 7. Review packaging and proposal solicitation packages for Balance of Plant package.
 8. Review comprehensive GMP consisting of received bids and additional anticipated project costs.
 9. Coordinate with City and Design Consultant for review and approval of Change Order #2.
- D. Pre-Construction Meetings
 1. CMAR Kickoff Meeting (1)
 2. Bi-Weekly Pre-Construction Progress Meetings, led by CMAR (up to 16)

III. Wilbarger Creek RWWTF CONSTRUCTION PHASE

This item consists of construction phase tasks for the Wilbarger Creek RWWTF project and is anticipated to be thirty-seven (37) months.

A. Construction Document Coordination

This task consists of coordinating project documentation through the construction phase of the Wilbarger Creek RWWTF project on behalf of the Owner. Document management procedures and completeness will be the ultimate responsibility of the City's Construction Management consultant.

1. Monitor overall construction progress as compared to the baseline and current schedule.
2. Project Controls/Document Review Support
 - a. Coordinate and track progress on submittal reviews using selected construction management software.
 - b. Provide submittal comments on up to 30 key submittals primarily related to process equipment, schedule, regulatory compliance, funding agency compliance, and items in the City's interest. These comments will be made to the Engineer of Record, who will have the ultimate responsibility for approval or rejection of submittals.
 - c. Review and comment on up to 50 key construction documents, including requests for information (RFIs), progress schedule, project correspondence, change order requests, design clarifications, field orders, payment applications, meeting minutes, and progress reports primarily related to schedule, regulatory compliance, funding agency compliance, and items in the City's interest. These comments will be made to the Engineer of Record, who will have the ultimate responsibility for approval or rejection of submittals.
3. Construction Controls Support
 - a. Review CMAR's baseline progress schedule, any schedule updates throughout the project, and required project submittals prepared by Contractor and consult with Owner concerning acceptability.
 - b. Review, provide input on, and monitor CMAR's quality control procedures.
 - c. Review and provide comment on CMAR's process performance testing and integration plans.
 - d. Review and provide input on CMAR's start-up and commissioning plans.
 - e. Review and provide comments on the CMAR's Safety Plan. Implementation of the Safety Plan shall be the responsibility of the Contractor.
4. Review, evaluate and comment on changes in project costs or schedule reported by CMAR, CM, or Design Consultant.
5. Review monthly progress payment requests based scheduled work to be completed and compliance with contract documents.

B. Decision Support / Issue Resolution

1. Provide decision support in response to questions and issues from CMAR, CM, Design Consultant, or other City contractors during construction.
2. Provide the City with input regarding RFIs, Change Orders, Field Orders, and general inquiries and coordination items. These items will be initiated and responded to by others.
3. Wilbarger Wastewater Flow Transfer Coordination: Coordination with City and City's Wastewater Master Planning consultant for conversion of wastewater flow from Central WWTP to Wilbarger Creek RWWTF, including review and monitoring of wastewater projections provided by City for Wilbarger Basin, Cottonwood Basin, and specific developments which may impact the Wilbarger Creek RWWTF project. Consultant will also

coordinate with the Water Treatment Plant Expansion team for timing of conversion of waste flows from Force Main to gravity flow. Coordination includes meetings, minutes and summary reporting on the monthly status reports provided with invoicing.

- C. Site Visits
 - 1. Conduct Periodic Site Visits in support of the city to monitor project progress. Site Visits will be monthly, to occur before or following monthly construction progress meeting. Consultant will provide site observation report following each site visit. Construction Management and Inspection and Startup and Commissioning will be performed and led by others.
- D. Construction Meetings: Attend construction meetings with the Owner, CMAR, Design Consultant, Construction Manager and Contractor(s). Meetings shall include:
 - 1. Monthly CMAR Construction Progress Meetings (37)
 - 2. Additional Construction Meetings with CMAR (Virtual, assume additional two (2) meetings per month) including updates on progress, submittal coordination, and issue resolution throughout construction duration.
 - 3. External Project Coordination Meetings, including meetings with external entities, such as Manville WSC, Oncor Electric, Travis County, Wilbarger Creek Wastewater Interceptor project team, Water Treatment Expansion project team and other project stakeholders.
 - 4. City Team Coordination meetings scheduled for specific issue resolution, including submittal reviews, construction documentation, and schedule coordination.

IV. FUNDING SUPPORT SERVICES

This task includes management and coordination with TWDB CWSRF and EPA WIFIA associated with funding of the project. Consultant will serve as the City's Owner's Representative / liaison for the funding agencies.

- A. Pre-Construction Phase Funding Support
 - 1. Coordinate, schedule and participate in up to four (4) calls with TWDB and the City team, including CMAR and design consultant as required, associated with conversion to CMAR delivery and required submittals, submittal schedule, and reimbursement.
 - 2. Review and coordinate the following TWDB/EPA submittals during the Pre-Construction Phase:
 - a. CMAR Agreement
 - b. Consultant's Construction Phase Services Agreements
 - c. Front-End Template
 - d. Design Packages, for all packages that include optimization and all packages that are self-performed by PLW
 - e. GMP CMAR Contract Amendments
 - f. CMAR Change Requests
 - 3. Develop up to two (2) quarterly outlay reports for disbursement of funds during Pre-Construction Phase. This task includes coordination with the City's finance department for documents needed for outlay development. Documentation of monthly invoices paid will be provided by the city.
 - 4. Provide periodic budget updates to TWDB and EPA based on project status and funding availability.

5. Ongoing coordination to provide updates on the project, answer questions, and coordinate required submittals.
 6. Provide guidance to the city team regarding TWDB and EPA requirements, changes, decisions, and questions specific to the TWDB financing for the Wilbarger project.
- B. Construction Phase Funding Support
1. Review Contract documentation to confirm compliance with CWSRF Non-Equivalency and WIFIA programs.
 2. Review CMAR's monthly requests for payment and develop monthly outlay reports for submittal to TWDB and EPA for release of funds (37 months).
 3. Coordinate with TWDB for release of contingency funds. Consultant will coordinate with CMAR to provide Change Request paperwork and submit to TWDB for review and approval of release of contingency funds and allowances.
 4. Coordinate directly with TWDB through project duration for project updates, project-specific questions, and to confirm compliance as project progresses.
 5. Coordinate directly with EPA through project duration for project updates, project-specific questions, and to confirm compliance as project progresses.

V. Additional Services

The services described below are not included in this Scope of Services and may be added to this Contract at the discretion of the Owner under a separate Supplemental Agreement.

- A. Construction Management and Construction Testing
- B. Startup and Commissioning Services
- C. Public Outreach
- D. Warranty Assistance

VI. Assumptions

- A. The role of the Owner's Representative is to provide input and guidance to the City's Project Manager in the interest of advancing the project within budget, on schedule, meeting regulatory compliance, and achieving the City's long-term goals.
- B. The City's Design Consultant will be responsible for responding to CMAR/Contractor submittals, RFI's, and other clarification documents and requests related to the project design.
- C. The City's Construction Manager will be responsible for construction management, inspection, coordination, logging and tracking of all submittals, organizing CMAR/contractor meetings, and will be the main point of contact for construction activities.
- D. The City's Startup and Commissioning Consultant will be responsible for all activities related to coordination with the CMAR's startup and commissioning of the WC RWWTF.

City of Pflugerville
Wilbarger Creek Regional Wastewater Treatment Plant - Owner's Representative
PSSA #4

Project Schedule

BASIC SERVICES - WC RWWTF

Task No.	Task	2023					2024					2025					2026															
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
I	Project Management																															
II	Pre-Construction Phase Services																															
III	Construction Phase Services																															
IV	Funding Support Services																															

**City of Pflugerville
Wilbarger Creek Regional Wastewater Treatment Plant - Owner's Representative
PSSA #4**

Fee Breakdown

Project Phase	Task Description	Principal	Project Manager	Senior Engineer	PE III	EIT	Senior Controls	Admin	Sr. Environ. Planner	Funding Specialist	Total Labor Hours	Total Costs
		\$ 280.00	\$ 240.00	\$260.00	\$ 210.00	\$ 130.00	\$ 175.00	\$ 90.00	\$ 175.00	\$ 160.00		
I. WC RWWTF PROJECT MANAGEMENT												
A.	Project Meetings and Workshops											
1.	Monthly Owner's Rep/City Progress Meetings (42)		63	63		126	126			63	441	\$ 80,010.00
2.	Weekly Internal Team Progress Coordination Calls	24	84	84		84	84			84	444	\$ 87,780.00
B.	Owner Weekly Project Status Updates		42	84		84	336				546	\$ 101,640.00
C.	Project Administration											
1.	Internal Team Coordination	16	84	84		84	84			42	394	\$ 78,820.00
2.	Monthly Project Status Reports		84					126			210	\$ 31,500.00
I. WC RWWTF PROJECT MANAGEMENT TOTALS											2,035	\$ 379,750.00
II. WC RWWTF PRE-CONSTRUCTION PHASE												
A.	CMAR Coordination											
1.	Review CMAR's Project Execution Plan		2	12			12				26	\$ 5,700.00
2.	Review CMAR's Risk Management Plan		2	12			12				26	\$ 5,700.00
3.	Review CMAR's Permit Log and Track		8	24		24	40				96	\$ 18,280.00
4.	Review CMAR's Overall Project Cost Estimate		8	16		24	16				64	\$ 12,000.00
5.	Review and Respond to General CMAR Correspondence		36	72			72				180	\$ 39,960.00
B.	Early Work Package Development Support											
1.	Review CMAR's Early Work Package Items		4	16		16	16				52	\$ 10,000.00
2.	Review Early Work Package Solicitations		4	16	4	16	24				64	\$ 12,240.00
3.	Review CMAR's Proposal Schedule for Work Packages		2	8		4	8				22	\$ 4,480.00
4.	Review Updated Project Execution Plan and Risk Plan for each package		2	4		8	8				22	\$ 3,960.00
5.	Review Comprehensive GMP		4	16		24	16				60	\$ 11,040.00
6.	Coordinate with City and Design Consultant for approval of CO#1		4	16		8	16				44	\$ 8,960.00
C.	Pre-construction Optimization Phase / Balance of Plant Package											
1.	Review Initial List of Optimization Items		2	24	24	16	16				82	\$ 16,640.00
2.	Review Proposed Packaging		4	40	24	24	32				124	\$ 25,120.00
3.	Review CMAR's Detailed Optimization Items and Design Coordination		8	40	40	24	24				136	\$ 28,040.00
4.	Review of Optimized Design Documents		8	48	80	40	20				196	\$ 39,900.00
5.	Review CMAR's Proposed Schedule for Work Packages		4	16	24	16	8				68	\$ 13,640.00
6.	Review Updated Project Execution Plan and Risk Plan for each package		8	16		16	8				48	\$ 9,560.00
7.	Review Work Package Solicitations		8	24	4	16	24				76	\$ 15,280.00
8.	Review Comprehensive GMP		8	20		24	20				72	\$ 13,740.00
9.	Coordinate with City and Design Consultant for approval of CO#2		4	16		8	16				44	\$ 8,960.00
D.	Preconstruction Meetings											
1.	CMAR Kickoff Meeting (1)		4	4		4	8			4	24	\$ 4,560.00
2.	Biweekly Pre-Construction Progress Meetings		32	32		64	64				192	\$ 35,520.00
II. WC RWWTF PRE-CONSTRUCTION PHASE TOTALS											1,718	\$ 343,280.00
III. WC RWWTF CONSTRUCTION PHASE												
A.	Construction Document Coordination											
1.	Monitor Construction Progress as Compared to Schedule		20	37		20	37				114	\$ 23,495.00
2.	Project Controls/Document Review Support		37	185		370	296				888	\$ 156,880.00
3.	Construction Controls Support		37	74		74	148				333	\$ 63,640.00
4.	Review Changes in Cost or Schedule		20	37		37	37				131	\$ 25,705.00
5.	Review Monthly Progress Payment Requests		37	37		37	148				259	\$ 49,210.00
B.	Decision Support / Issue Resolution											
1.	Support in Respose to Questions/Issues		37	148	74	148	148				555	\$ 108,040.00
2.	Input Regarding RFI's, Change Orders, Field Orders		37	296	120	296	296				1,045	\$ 201,320.00
3.	Wilbarger Wastewater Flow Transfer Coordination		37	74		74	37				222	\$ 44,215.00
C.	Site Visits											
1.	Conduct Monthly Site Visits		148	165		222					535	\$ 107,280.00
D.	Construction Meetings											
1.	Monthly CMAR Progress Meetings		74	74		148	37				333	\$ 62,715.00
2.	Additional Construction Meetings with CMAR/Contractor		37	74		74	74				259	\$ 50,690.00
3.	External Project Coordination Meetings		37	37		37	37				148	\$ 29,785.00
4.	Specific Issue Resolution		74	148	37	148	148				555	\$ 109,150.00
III. WC RWWTF CONSTRUCTION PHASE TOTALS											5,377	\$ 1,032,125.00
IV. FUNDING AND MANAGEMENT SUPPORT SERVICES												
A.	Pre-Construction Phase Funding Support											
1.	TWDB Meetings		4	4			8			16	32	\$ 5,960.00
2.	TWDB/EPA Submittal Review/Coordination		16	32		64	80			80	272	\$ 47,280.00
3.	Develop Two (2) Outlay Reports		2	4			24			20	50	\$ 8,920.00
4.	Provide Periodic Budget Updates		8	8			8			16	40	\$ 7,960.00
5.	Ongoing Coordination and Response to Inquiries		2	16			16			60	94	\$ 17,040.00
6.	Provide Guidance Regarding TWDB/EPA Requirements			16			16			60	92	\$ 16,560.00

B.	Construction Phase Funding Support												
1.	Review Documents for Program Compliance		37	37		20	40		24	80	238	\$ 45,100.00	
2.	Monthly Pay Request Review and Develop Outlay Reports		37	37		100	222			74	470	\$ 82,190.00	
3.	Change Requests for Release of Contingency		24	24		40	96			96	280	\$ 49,360.00	
4.	TWDB Coordination		37	37			144		40	288	546	\$ 96,780.00	
5.	EPA Coordination		37	16			72			144	309	\$ 55,680.00	
											IV. FUNDING SUPPORT SERVICES TOTALS	2,423	\$ 432,830.00
											EXPENSES		\$ 5,531.00
GRAND TOTAL		40	1,359	2,424	431	2,663	3,279	126	104	1,127	11,553	\$ 2,187,985.00	

City of Pflugerville				
Wilbarger Creek Regional Wastewater Treatment Plant - Owner's Representative				
PSSA #4				
Expenses				
Expense Item	Unit	Unit Cost	Amount	Total Cost
8 1/2" X 11" B/W Paper Copies	sheet	\$ 0.10	2,000	\$ 200.00
11" X 17" B/W Paper Copies	sheet	\$ 0.15	2,000	\$ 300.00
8 1/2" X 11" Color Paper Copies	sheet	\$ 0.25	0	\$ -
11" X 17" Color Paper Copies	sheet	\$ 0.50	0	\$ -
Express Mail (Standard)	each	\$ 15.00	0	\$ -
Mileage	mile	\$ 0.65	7,740	\$ 5,031.00
TOTAL DIRECT EXPENSES				\$ 5,531.00