RESOLUTION NO. R-2020-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TASK ORDER NO. 2 TO FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES REQUIRED THROUGH DESIGN, CONSTRUCTION, START-UP AND WARRANTY PERIOD RELATED TO THE CONSTRUCTION OF THE NEW WATER TREATMENT PLANT IN THE AMOUNT OF FOUR MILLION SEVEN HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (4,784,667.00) AS ATTACHED IN EXHIBIT A, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

- **WHEREAS**, The City of Bastrop City Council understands the importance to public safety provided by providing quality drinking water for its citizens; and
- **WHEREAS**, The City of Bastrop currently owns 6,000 acre-feet of water rights within the XS Ranch; and
- **WHEREAS**, The City of Bastrop has completed a pilot well identified as TS-2 and a production well identified as Well "J" on XS Ranch; and
- **WHEREAS**, The City of Bastrop City Council acknowledges the need for a new water treatment plant based on the preliminary engineering report; and
- WHEREAS, The City of Bastrop City Council understands the importance of consulting on these matters with a licensed engineer; and
- WHEREAS, The City of Bastrop understands the importance of focusing on infrastructure improvements and the benefits to public health and safety; and
- WHEREAS, the City of Bastrop has chosen Freese and Nichols from a list of qualified consulting firms identified by City Council on July 10, 2018.
- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:
- <u>Section 1</u>. That the City Council has found Freese and Nichols to be a subject matter expert in the fields of water/wastewater, streets/drainage, hydraulic & hydrology, traffic, construction management, land planning, and architecture.
- <u>Section 2</u>. The City Manager is hereby authorized to execute Task Order No. 2 Freese and Nichols, Inc. for engineering services required through design, construction, start-up and warranty period in the amount of four million seven hundred eighty-four

thousand six hundred sixty-seven dollars and zero cents (4,784,667.00) as attached in Exhibit A, authorizing the City Manager to execute all necessary documents.

<u>Section 3</u>. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of June 2020.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

TASK AUTHORIZATION NO. 2

CITY OF BASTROP

FINAL DESIGN, BID PHASE, AND CONSTRUCTION PHASE SERVICES FOR SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD, AND TRANSMISSION FACILITIES SCOPE OF SERVICES

PROJECT DESCRIPTION:

This Task Authorization (TA) No. 2 includes Final Design, Procurement, Construction and Post Construction Phase services for a new well field and production facilities, groundwater treatment facilities, ground storage tank (clearwell), transmission pump station and piping, and a wastewater lift station and force main, and associated services for the City of Bastrop. Final design will be based on recommendations as outlined in the Bastrop WTP Preliminary Design Report (PDR) produced by Freese and Nichols, Inc. (FNI) dated July 21, 2020.

FNI will also prepare a Water System Master Plan to provide recommendations for storage and pumping facilities improvements at the Willow Plant site and additional improvements to the City's water distribution system to meet current and future demands throughout the planning period.

PROJECT SCOPE:

The following facilities will be designed as part of this scope of work:

- Three new (3) groundwater wells in the Simsboro Aquifer and associated pumps, completion of the City's existing Well J, well collection piping, and access roads
- 2. Six (6) million gallons per day (MGD) water treatment plant (WTP), with provisions to expand to ten (10) MGD, with the following treatment components:
 - a. Gravity filters and associated backwash components
 - b. Gas chlorine storage, feed, and safety equipment
 - c. Additional chemical storage and feed facilities for sodium permanganate, sodium hydroxide (caustic), hydrofluosilicic acid (fluoride), and phosphoric acid (orthophosphate)
- 3. Clearwell ground storage Partially buried 0.5 million-gallon GST to receive flows from the filters and to provide a storage reservoir for the transmission pump station
- 4. Transmission pump station and transmission main to convey treated water to a delivery point at the City's Willow Plant site
- 5. Lift station and force main to dispose of filter backwash and sanitary waste from the WTP
- 6. Filter Building to house gravity filters, office and laboratory space, and electrical equipment
- 7. Chemical Building to house chemical storage and feed equipment
- 8. Standby power generation

Freese and Nichols
City of Bastrop

- 1) TCEQ Plan Review
- 2) TCEQ Exception Request
- 3) Railway pipeline crossing
- 4) Bluebonnet Electric Cooperative (BEC) (primary electric service)
- 5) Bastrop County (road crossing permits, driveway permits)
- 6) Lost Pines Groundwater Conservation District

FNI will support the City with the Lost Pines GWCD permitting process. It is understood that the State Office of Administrative Hearings (SOAH) process has been completed for the 2,000 AFY of groundwater permits associated with Well J. FNI will support the City with preparation and submittal of the permit application for the additional 4,000 AFY for the 3 new wells and will respond to technical questions related to the submittal. If the SOAH process is required for the additional 4,000 AFY, the effort to advise and support City with the SOAH aspect of permitting process will be an Additional Service.

2. Develop Design/Contract Documents

FNI will develop construction contract documents for use by the CMAR in soliciting competitive bids for construction of the various project elements. FNI will coordinate with the CMAR based on the critical path schedule and may produce one or more "early out" bid packages for elements of the project that can be constructed by specialty subcontractors under the direction of the CMAR.

The Scope of Work to be designed under this Agreement is anticipated to include the following:

A. Well Drilling and Completion:

- Design of three (3) new groundwater wells, and completion of existing Well J, through the
 effort of a hydrogeologist subconsultant performing the following tasks as described in the
 attached GSI Water Solutions, Inc. Scope of Work.
- 2) Site specific final design (following test hole drilling) including specifications for screens and well completion (new wells).
- 3) Surface piping, metering, electrical, controls and SCADA (new wells and Well J).
- 4) Final well pump specification (following test pumping of new wells).
- 5) Develop engineer's opinion of probable construction cost (OPCC) at 30%, 60% 90% and 100% design levels for comparison to CMAR's estimate.

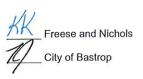
B. Site Work:

- 1) Perform design of site work at wells, water treatment plant and access roads. Final design will include the following elements:
 - a. Well Sites Access Road
 - i. Roadway alignment alternative analysis.
 - ii. Grading plan and profiles. Note: Design will include drainage swales along the proposed roads, however evaluation of drainage for pre- and post-project conditions runoff rates or storm water mitigation along the proposed access roads is not included (since area will be part of the future XS Ranch Development).
 - iii. All-weather road surfacing.

Freese and Nichols

City of Bastrop

- 2) <u>Transmission Pump Station Final Design:</u> Perform final design for the treated water transmission pump station. Final design will include the following elements:
 - a. General Process Flow, Process and Instrumentation Diagrams (P&IDs).
 - b. Yard piping plan.
 - c. Mechanical piping plan.
 - d. Electrical one-line diagrams.
 - e. Switchboard elevations.
 - f. Flow metering and pump control instrumentation design.
 - g. Structural foundation plans for pump station.
- 3) <u>Wastewater Lift Station Final Design:</u> Perform final design for the wastewater lift station. Final design will include the following elements:
 - a. General Process Flow, Process and Instrumentation Diagrams (P&IDs).
 - b. Yard piping plan.
 - c. Mechanical piping plan.
 - d. Electrical one-line diagrams.
 - e. Switchboard elevations.
 - f. Flow metering and pump control instrumentation design.
 - g. Structural foundation plans for pump station.
 - h. Structural framing plans for pump station.
- 4) <u>Willow Plant Site Modifications:</u> Perform final design for the Willow Plant Site Modifications to accept treated water flow from the Water Treatment Plant and decommission the existing cartridge filters. Final design will include the following elements:
 - a. General Process Flow, Process and Instrumentation Diagrams (P&IDs).
 - b. Yard piping plan.
 - c. Mechanical piping plan.
 - d. Demolition plan.
 - e. Piping and/or tank connection details.
- 5) Ground Storage Tank: Perform final design for the partially buried, pre-stressed concrete ground storage tank which will serve as the clearwell for the water treatment plant. Final design will include the following elements:
 - f. FNI will coordinate with tank manufacturers to discuss the project and their construction requirements.
 - g. Plan and elevation drawings of tank.
 - h. Hydraulic design of inlet, outlet and overflow based on treatment plant and transfer pump station ultimate capacity.
 - i. General arrangement drawings of inlet, outlet, overflow, personnel safety apparatus and appurtenances.
 - j. Performance based specifications for manufacturer designed pre-stressed concrete tank.
 - k. Electrical power, lighting and instrumentation design.
- 6) Develop engineer's opinion of probable construction cost (OPCC) at 30%, 60% 90% and 100% design levels for comparison to CMAR's estimate.
- D. <u>Pipelines (Wellfield Gathering, Treated Water Transmission, Wastewater Force Main):</u> Perform design of wellfield collection piping from battery limits of wells to battery limit of water treatment plant; transmission pipeline from battery limit of water plant to termination point at Willow Plant



- d. Coordinate with City and Fire Marshall on door hardware and access control systems to be consistent with existing systems and local requirements.
- e. Prepare performance specification for communication and security system installation.
- 3) Develop engineer's opinion of probable construction cost (OPCC) at 30%, 60% 90% and 100% design levels for comparison to CMAR's estimate.

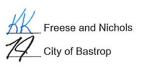
3. Design Phase Coordination with CMAR:

- 1) Provide project management, scheduling, and coordination services.
- 2) Cost Estimating Review: Provide quantities and interpretation of the drawings for the CMAR to prepare OPCCs. Review, comment and work to resolve differences in OPCCs prepared by the CMAR and FNI for elements of the project. This scope is based upon the CMAR developing OPCCs at 30%, 60% 90% and 100% design levels.
- 3) Meetings and Workshops: Attend the meetings and workshops listed below. The CMAR shall be responsible for preparing all meeting agenda and minutes.
 - a. Attend up to four (4), half (1/2) day progress/coordination meetings with the City and the CMAR.
 - b. Attend up to one (1), half-day Constructability and Bid Document Review Workshop with the City and the CMAR.
- 4. <u>Bid Phase Services:</u> Bid phase services assume the project is constructed based on a Construction Manager at Risk (CMAR) project delivery method. FNI will assist the CMAR and City with the following activities during the bidding process for a total of four (4) bid packages:
 - A. Respond to questions and interpret bid documents. Prepare technical information to be incorporated into addenda by CMAR.
 - B. Attend pre-bid meetings and assist CMAR in describing technical aspects of the project to prospective bidders.
 - C. Generally, the CMAR tabulates and analyzes bids. However, if the CMAR elects to submit a bid in order to potentially self-perform a portion of the work, FNI will tabulate and analyze the bids received. FNI will review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct that portion of the project.
 - D. Recommend award of sub-contracts by CMAR or for CMAR to self-perform work components as appropriate.
 - E. Assist City in the preparation of Conformed (As-Bid) Construction Contract Documents. Conformed plans and specifications shall incorporate any changes from addendum into the final electronic documents and the documents shall be reprinted with the appropriate changes notated and clouded per FNI record drawing standards. Provide three (3) half-size sets of Conformed Construction Contract Documents, which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the construction sub-contractors and CMAR. Distribute copies of these documents to the CMAR, City and construction sub-contractors for use during construction.

- C. WTP Operations and Maintenance (O&M) Manual. Organize and consolidate WTP equipment O&M Manuals received from CMAR and other information about the WTP needed for operation and maintenance activities into a comprehensive PDF O&M manual for the City's use at the conclusion of construction.
- D. Prepare record drawings based on the revised redline construction drawings and information furnished by the construction CMAR reflecting changes in the Project made during construction. One (1) set of record drawings and specifications for all project components will be prepared at the completion of the project. Furnish one (1) electronic copy of plans and specifications in PDF format. Provide a geo-referenced CAD file with features adjusted to the location of GPS points collected in the field by the Contractor.
- E. Conduct, in company with City's representative(s), a warranty inspection and punch list review approximately one year after issuance of Substantial Completion. Provide punch lists of noted deficiencies to City and CMAR. Conduct warranty inspections and punch list reports.

BASIC SERVCES PROJECT DELIVERABLES:

- 30% Design Deliverables: For each bid package, prepare drawings, specifications, Construction Contract Documents, and opinion of probable construction cost (OPCC) to a 30% level for review by City.
 - A. Three (3) hard copies of 11x17 plans
 - B. Three (3) hard copies of specifications
 - C. Three (3) hard copies of OPCC
 - D. One (1) electronic copy of plans, specifications, and OPCC in PDF
- 60% Design Deliverables: For each bid package, prepare drawings, specifications, Construction Contract Documents, and opinion of probable construction cost (OPCC) to a 60% level for review by City.
 - E. Three (3) hard copies of 11x17 plans
 - F. Three (3) hard copies of specifications
 - G. Three (3) hard copies of OPCC
 - H. One (1) electronic copy of plans, specifications, and OPCC in PDF
- 90% Design Deliverables: For each bid package, prepare drawings, specifications, Construction Contract Documents, and OPCC to a 90% level for review by City. Comments received by City on 60% design deliverable will be included in the 90% design deliverable.
 - A. Three (3) hard copies of 11x17 plans
 - B. Three (3) hard copies of specifications
 - C. Three (3) hard copies of OPCC
 - D. One (1) electronic copy of plans, specifications, and OPCC in PDF
- 4. <u>Issued for Bid Deliverables:</u> For each bid package, prepare signed and sealed drawings, specifications, and Construction Contract Documents for CMAR to issue to prospective bidders for up to six (6) bid packages. Comments received by City on 90% design deliverable will be included in the Issued for Bid deliverable. The following will be provided for each bid package:
 - A. Three (3) hard copies of 11x17 plans.
 - B. Three (3) hard copies of specifications.

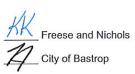


B. Reuse System Evaluation

- Review Historical and Projected Wastewater Flows: FNI will review daily flows for 2008 through 2018 and estimate projected wastewater flows to estimate the seasonal reliable effluent from the wastewater treatment plant that will be available for reuse supply.
- Identify Future Reuse Customers: Based on proximity and water usage characteristics, FNI will work with the City to identify future reuse system customers and the projected timing of connection to the reuse system.
- 3) Calculate Reuse Water Demands: FNI will calculate projected seasonal reuse water demands for potential customers for existing, 5-year, 10-year, and 25-year conditions.
- 4) Develop Reuse System Infrastructure Recommendations: FNI will develop recommended reuse system projects. Existing water and wastewater system infrastructure will be evaluated to determine if under-utilized assets can be repurposed and incorporated into the reuse system. FNI will develop cost estimates for the reuse system improvements.
- 5) Progress Meeting #2 Reuse System Improvements: FNI will meet with the City to discuss the proposed reuse customers and recommended reuse system infrastructure.

C. Conduct Water Analysis and Develop Improvements

- 1) Develop and Distribute Water Demands: FNI will utilize data from the City's utility billing system database to geocode water meters and allocate existing demands throughout the City. The data will consist of metered consumption fields for each customer account and customer type. Future water demands will be developed using information from the water treatment plant study. FNI will calculate projected average day, maximum day, and peak hour demands for existing, 5-year, 10-year, and 20-year conditions. FNI will distribute projected water demands throughout the water service area by pressure plane.
- 2) Perform Modeling of Existing Water System: FNI will conduct steady state modeling of the existing water system for average day, maximum day, and peak hour demands. FNI will also utilize the water system model to conduct fire flow analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity. Fire flow analysis will be documented using mapping of available fire flows.
- 3) Progress Meeting #3 Existing System Analysis: FNI will attend a progress meeting with the City to discuss the results of the existing water system analysis and to develop design criteria for future system improvements.
- 4) Perform Future Water System Modeling: FNI will utilize the water model under 25-year demand conditions to develop and analyze alternatives to determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve 25-year demands throughout each pressure zone. FNI will use interim 5-year and 10-year model runs to determine phasing of water system improvements. System



- B. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will coordinate with subconsultants to perform Laboratory Testing as follows:
 - 1) Select samples for laboratory testing, assign tests, and review the test results. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Unit dry weight
 - d. Unconfined compressive strength of soil and rock
 - e. Pressure Swell tests
- C. Provide a QC review of the report submitted by geotechnical subconsultant after bores are completed.
- D. Perform the geotechnical engineering analysis and prepare a technical memorandum summarizing the geotechnical investigation. The technical memorandum will include the following:
 - 1) Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used
 - 2) Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design
 - 3) Foundation design recommendations for the support of various structures at the WTP, including allowable bearing capacity of soils, suitable bearing material, lateral overturning and resistance, etc. applicable for recommended foundation options
 - 4) General discussion of expected construction-related issues
 - 5) Earthwork-related recommendations for use during development of plans and specifications

Special Service Item #6 Not Authorized at time of Execution of This Task Authorization

- 6. Construction Manager at Risk (CMAR) Procurement Services: Assist City with selecting and engaging a Construction Manager at Risk (CMAR) in accordance with the provisions of Texas Government Code 2269, using the prescribed two-step process. These services are based on the use of standard FNI General Conditions and Procurement Documents. City agrees to include provisions in the construction contract documents that will require the CMAR to include FNI and its subconsultants on this project as additional insured on CMAR's insurance policies. FNI will provide the following services:
 - A. Procurement Phase:
 - 1) Assist City in developing the selection criteria and weighting factors to be used in the selection of the CMAR that will provide best value to City.
 - 2) Develop the Request for Qualifications (RFQ) and Request for Proposals (RFP) to be used in the selection of the CMAR. Prepare contract documents for the agreement between the City and CMAR. These documents will consist of the contracts, forms and notices, CMAR's scope of services, general conditions, supplementary conditions, and general requirements.



- 3) Assist City in securing Statements of Qualifications (SOQ) from qualified CMAR candidates. Provide an RFQ for City to issue to prospective CMAR candidates. Documents will not be printed for distribution to potential offerors.
- 4) Assist City by responding to questions and interpreting the intent of the RFQ. Prepare addenda to the RFQ as necessary.
- 5) Assist City in conducting an RFQ pre-submittal conference and coordinate responses with City. Response to the pre-offer conference will be in the form of addenda issued after the conference.
- 6) Assist City in the evaluating the SOQs received. Review the information provided by offerors in their SOQs and advise City regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided by offerors and review the qualifications of key personnel offered. Report findings of the review of SOQs and investigations to the selection committee. Facilitate scoring of offers by the selection committee and assist in determining the list of offerors which appear to provide the best value to the City (short list) on the basis of qualifications presented in the SOQ.
- 7) Assist City in issuing an RFP from the short list of offerors selected as most qualified on the basis of their SOQ. Assist City with providing a list of short listed offerors, along with the RFP and instructions for submitting a proposal.
- 8) Assist City in evaluating proposals, which will consist of costs for services, overhead rates, rates for bonds and insurance, proposed contingencies, and costs for general conditions. These costs will be applied to the City's budget for the project to allow a comparison of costs for each offeror. Add the score for proposal cost to the scores developed from the review of the SOQ and adjust scoring to determine the top ranking contenders.
- 9) Assist the City in coordinating and conducting interviews with the top two or three ranking offerors. Assist in developing pertinent interview questions. Facilitate the interview process and work with the selection committee to determine what, if any, adjustments should be made to the scoring on the basis of information obtained in the interviews.
- 10) Provide documentation of the selection process, including a tabulation of the scoring assigned to each offeror for each of the selection criteria. Prepare a letter of recommendation for the selected CMAR that outlines the recommendation of the selection committee. Prepare SOQs for public release and provide a copy of the tabulation of scoring for public release as requested.
- 11) Assist City in the execution of Contract Documents between the City and CMAR. Prepare a Written Amendment to authorize CMAR to begin providing services.
- 12) Prepare meeting agenda and minutes for all meetings and workshops listed below:
 - a) Attend one (1) RFQ pre-proposal conference.
 - b) Attend up to two (2) workshops for evaluation of CMAR SOQs, RFPs, and final selection of CMAR.
 - c) Attend up to three (3) interviews (during one workday) for CMAR selection.
- 7. <u>Construction Management and Inspection Services:</u> FNI will provide Construction Management and Inspection services to City for its Water Treatment Plant Project. Tasks performed will be in



D. Schedule Management:

1) Review baseline, "look ahead", and monthly construction progress schedules prepared by the Contractor. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor.

E. Cost Management:

- 1) Review proposed schedule of values and payment request format prepared by Contractor. Coordinate with City and CMAR to establish a basis and procedure for review of monthly quantities of work in place and payment requests.
- 2) Verify quantities of work in place, review the payment requests and supporting documentation, and determine amount that FNI recommends CMAR be paid on monthly and final payment requests.

F. Issues Management:

- 1) Provide initial interpretation of the drawings and specifications and coordinate with EOR to develop official interpretation for City and CMAR.
- 2) Track issues and coordinate the resolution of them as promptly as possible.

G. Change Management:

- 1) Establish procedures for administering constructive changes to the construction contract.
- 2) Prepare documentation for contract modifications required to implement modifications to the project. Coordinate with the EOR to get its technical review and approval of any design modifications, and all design modifications will have the EOR valid Texas engineering seal affixed.
- 3) Process contract modifications and negotiate with the CMAR on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where cost to City or time is not impacted, will also be prepared.
- 4) Receive and evaluate notices of CMAR claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the CMAR or available in project documentation. Endeavor to negotiate a settlement value with the CMAR on behalf of the City if appropriate.

H. Project Completion:

- 1) When CMAR requests that substantial completion be granted for the project (or applicable portions thereof), FNI will conduct, in company with City's representative, a review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with EOR as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the CMAR before recommendation of substantial completion is granted and/or any partial release or reduction of retainage is made. Prepare certificate of substantial completion with a list of items of work to be completed by CMAR prior to final completion.
- 2) Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with EOR as appropriate regarding any reviews of the work by it that are deemed necessary. Prepare a list of deficiencies to be corrected by the CMAR before recommendation of final payment.



FNI will contract with a subconsultant to conduct an archaeological survey of the project area. The survey will include:

- A. Archeological Permit Application
- B. Desktop Analysis and Pre-field Preparation
- C. Field Investigations
- D. Report Preparation and Recording

SUPPLEMENTAL SERVICES:

- Support for Property Condemnation. The basic services assume that properties requiring easements will not go into the condemnation process and additional effort will be required for property condemnation support.
- 2. <u>Supplemental Miscellaneous Design Services.</u> During the course of the work, the need for additional design services may be identified. A budget amount has been established for these unidentified services. The need for these services shall be determined by the City of Bastrop and FNI as needed. Use of this budget shall be at the sole discretion of the City, who shall negotiate a mutually agreeable budget with FNI at that time.
- 3. Supplemental Construction Management/Inspection.
- A. Construction materials testing.
- B. Construction surveying or staking.
- C. Construction Management services in excess of the estimated hours and/or duration noted in Article III.
- D. Detailed investigations, analyses, studies and/or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor, or other deviations from the construction contract documents requested by the CMAR and approved by the Owner.
- E. Detailed review or evaluation of construction claim(s), or related meetings with arbitrators, mediators or litigation personnel.
- F. Services not specifically identified in scope.

COMPENSATION:

Lump Sum: Compensation to FNI shall be the lump sum amount of four million, eight hundred forty five thousand six hundred three dollars (\$4,845,603.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify City for City's approval before proceeding.

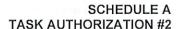
A breakdown of major task items and their associated costs are as follows:

At the time of execution of Task Authorization #2, Special Service Item #6 - CMAR Procurement Services is not Authorized.

Deducting Special Service Item #6 in the amount of \$60,936.00, compensation shall be the lump sum amount of four million, seven hundred eighty four thousand, six hundred sixty seven dollars (\$4,784,667.00) as authorized by City Council June 23, 2020.

Freese and Nichols

City of Bastrop





Client: City of Bastrop

P. O. Box 427

Bastrop, Texas 78602

FNI Project No.: BAS18568

Phase/Task/Dept. No.:

Date: June 25, 2020

This authorization is in accordance with the terms and conditions outlined in the Master Professional Services Agreement dated October 31, 2018.

Project Description: Final Design, Bid Phase, and Construction Phase Services for Simsboro Aquifer Water Treatment Plant, Well Field, and Transmission Facilities

Description of Services and Deliverables:

Description of Services and Deliverables are provided in attached Exhibit A-Task Authorization #2. Special Services Task 6 – CMAR Procurement Services in the amount of \$60,936.00 is not authorized at the time of execution of Task Authorization #2.

Lump Sum Compensation shall be as follows: As detailed in Exhibit A and below:

Fee Summary							
Basic Services							
Design	\$	2,470,164					
Bid Phase	\$	148,688					
Design + Bid Phase Services	\$	2,618,852					
Construction Phase Engineering	\$	801,250					
Sub-total Basic Services	\$	3,420,102					
Special Services							
Water Master Plan	\$	139,564					
Water Quality Sampling and Analysis	\$	20,736					
Survey	\$	175,078					
Land/ROW Acquisition Services	\$	215,344					
Geotechnical	\$	87,632					
CMAR Procurement Assistance (Not Authorized)	\$	-60,936					
Construction Management/Inspection	\$	544,528					
Start-up and Commissioning	\$	28,688					
Special Inspections	\$	112,575					
Archeological Survey and Services	\$	40,419					
Sub-total Special Services	\$	1,425,501 1,364,565					
Total Basic + Special Services	\$	4,845,603 4,784,667					

Amount of this Authorization

\$4,784,667.00.

Schedule shall be as follows:

Included in Exhibit A - Task Authorization #2.

The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

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This Task Authorization will serve as notice to proceed.