EXHIBIT
"A"

BRUSHY CREEK
REGIONAL UTILITY AUTHORITY
A Partnership of Cedar Park, Leander, and Round Rock

SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **WALKER PARTNERS** **("Engineer")**
ADDRESS: **804 Las Cimas Parkway, Suite 150, Austin, TX 78746**
PROJECT: **BCRUA Phase 1D Water Treatment Plant Expansion**

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer."

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 15th day of December, 2021 for the BCRUA Phase 1D Water Treatment Plant Expansion Project in the amount of $1,375,848.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 1 on January 6, 2023 to add the provisions for Time and Materials and to increase the compensation by $49,722.00 to a total Time and Materials amount of $49,722.00 for a total project amount of $1,425,570.00; and

WHEREAS, it has become necessary to amend the Contract to provide bid and construction phase services and to increase the compensation by $1,437,119.00 to a maximum amount total of $1,486,841.00 for a total project amount of $2,862,689.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $1,437,119.00 the maximum amount payable under the Contract to a total of $1,486,841.00 for a total Project amount of $2,862,689.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

WALKER PARTNERS

_____

By: _____

_____

_____

Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Anne Duffy, BCRUA President

_____
Date

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B
ENGINEERING SERVICES

GENERAL

The purpose of Supplemental Amendment No. 2 is to provide bid and construction phase services for the Phase 1D Water Treatment Plant (WTP) Expansion Project. The Project increases the treatment capacity of the Owner WTP from approximately 32.5 million gallons per day (MGD) to approximately 42 MGD. Construction Phase Services shall commence with issuance of Notice-to-Proceed to the selected Contractor and will terminate upon completion of final project close-out with Texas Water Development Board (TWDB). Bid Phase Services will be considered completed upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original date for final completion of the Work as set forth in the construction Contract.

Engineer shall furnish a full-time (40 hours per week) Resident Project Representatives (RPR) to assist in observing progress and quality of the Work, including field checks of materials and installed equipment and providing oversight for Construction Phase Services to provide further protection for Owner against defects and deficiencies in the Work. RPR is an authorized representative of the Engineer and will act as directed by and under the supervision of the Engineer. As used herein, the term Engineer includes the RPR and any assistants or field staff.

Engineer (including RPR) shall not supervise, direct, or have control over the Work or have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the work sites, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.

Owner shall provide an office at the WTP for daily use by RPR. RPR shall provide full-time day-shift visual observation of materials, equipment, and construction work to ascertain that the work is performed in substantial conformance with the contract documents and the design intent. Overtime work (i.e., work at times other than during regular working hours stipulated in Section 00700, General Conditions) shall be provided as an additional service. Should Contractor choose to work at times other than during regular working hours stipulated in the General Conditions, Contractor shall bear the cost of all additional overtime work performed by the Engineer as detailed in the specifications.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management

1.1 Construction Management Plan (CMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, standard operating procedures, protocols and forms, and cost and schedule control.

1.2 Project Administration.

1.2.1 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings in person or by teleconference.

1.2.2 Prepare monthly invoices and project progress reports.

1.2.3 Implement an electronic files management system using FNI Manager and Microsoft Office 365 Sharepoint platforms for document control and document sharing. Host and maintain the sites and provide access and training to others as required.

Task 2.0 - Bidding Phase. Assist Owner in evaluating proposals for the Work. Prequalifying prime contractors and subcontractors is not included in this effort.

2.1 Evaluate and determine the acceptability of "or equals" and substitution of materials and equipment proposed by prospective proposers, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of the Contract for the Work.

2.2 Attend the Proposal opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals. Review the information in the proposals and advise Owner regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided in the proposal and review the qualifications of key personnel offered. Report findings of the review of proposals and investigations to the Owner's selection committee. Facilitate scoring of proposals by the selection committee and assist in determining which proposal appears to provide the best value to the Owner based on proposals received.

2.3 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications. Assist Owner in assembling the final Contract for the Work for execution by Owner and successful Proposer. Prepare stamped Engineer's recommendation of award letter and bid tabulation analysis. Furnish up to ten printed copies of the conformed bidding documents, four of which shall be provided to the Contractor.

2.4 Attend Owner Board and individual City council meetings to present a recommendation of award of the construction contract.

2.5 Submit advertisement, all addenda, bid tabulation, Engineer's recommendation of award letter and associated proposal to Texas Water Development Board (TWDB) to allow for contingent award of Contract.

2.6 Consult with Owner to review contractor's certificates of insurance and other required pre-NTP submittals for conformance with the requirements of the contract documents. Submit executed contract documents and contractor's certificates of insurance to TWDB to receive authorization to issue Notice-to-Proceed to the successful Proposer.

2.7 Assist Owner in selection of an independent testing laboratory to perform required construction materials testing services.

Task 3.0 - Construction Administration and Observation

3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.

3.2 *Pre-Construction Conferences.* Facilitate a Pre-Construction Conference prior to commencement of Work at the Site.

3.3 *Schedules.* Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to Engineer, including the Progress Schedules, Schedules of Submittals, and Schedules of Values.

3.4 *Survey.* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.

3.5 *Daily Field Reports.* Summarize daily construction activities in a daily field report and submit to Owner. Daily field reports shall allow for the complete description and documentation of the weather conditions, work force, activities, production, safety observations, quality control activities, work in progress and accomplished, materials testing performed, and the identification and monitoring of any deviations. The daily reports shall assist Owner and Engineer with troubleshooting problems and serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation shall also be kept and made available as part of the Project documentation.

3.6 *Observation of Construction.* Observe, as an experienced and qualified professional, the progress and quality of Contractor's executed Work. Construction observation is not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits and observations are to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by

the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as indicated in the Contract Documents.

3.7 *Project Meetings.* Attend and maintain active involvement in project related meetings excluding Contractor safety meetings. Types of meetings include construction progress, on-site troubleshooting, resolution, contractor weekly coordination, special review, public involvement, close-out meetings. It is anticipated that there will be monthly progress meetings. Prepare meeting minutes and retain the minutes as part of the Project documentation.

3.8 *Construction Deviations, Deficiencies, and Non-Conforming Work.*

3.8.1 Identify and record any observed construction deviations and deficiencies including any Work that is not defective under the terms and standards set forth in the Contract Document but is nonetheless not compatible with the design concept of the completed Project as a functioning whole. Notify Owner and Engineer, monitor the issue, and provide documentation until it is addressed and/or resolved. Provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Contract Documents. Record noted deficiency and actions taken in daily field reports. Any stop-work orders or other penalties related to the noted deficiency may be initiated by Owner or Engineer.

3.8.2 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer’s decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

3.9 *Design Conflicts.* Summarize and present any design conflicts determined by Contractor or RPR for Owner review and action. Assist Owner by providing an opinion of appropriate action and prepare the necessary documents to initiate action and record the changes.

3.10 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer will respond to appropriate Requests for Information (RFIs) from the Contractor. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents that do not result in modifications to Contract Time or Price. Engineer shall

issue up to 75 clarifications and interpretations in the form of RFI responses and Field Orders.

3.11 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required (total of 20).

3.12 *Shop Drawings, Submittals and Samples.* Review and accept or take other appropriate action in respect to Shop Drawings, Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and acceptance or other action will not relieve the Contractor of sole responsibility for means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Engineer shall review up to 245 Shop Drawings and Samples.

3.13 *Substitutes and "or equal".* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 8).

3.14 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary. Owner shall contract with the materials testing firm directly.

3.14.1 Assist in scheduling of construction materials testing with the approved independent testing laboratory on behalf of Owner or the Contractor as required in the contract documents. Observe testing and review testing results. Notify all parties immediately of test results that do not meet the minimum requirements of the contract specifications. A copy of the test results shall be retained as part of the Project documentation.

3.14.2 Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests (total of 150).

3.14.3 Assist with certification of pay requests by the Owner contracted materials testing firm.

3.15 *Project Documentation and Records.* As described herein, copies of all relevant Project documentation shall be compiled and retained in an orderly fashion. Types of documentation anticipated include, but are not limited to, construction contract, daily field reports, photographs, submittals, RFIs, change orders, notifications and other project correspondence. Make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.

3.16 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or

progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing recommend to Owner either to deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith and while applying sound engineering practices in such capacity.

3.17 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

3.17.1 Determine the amounts that Engineer recommends Contractor be paid. Coordinate with Contractor for correction of any erroneous pay items before the pay application is approved and submitted to Owner. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

3.17.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.17.3 Engineer shall review and recommend payments for up to 24 Contractor applications for payment which assumes a 20% resubmittal rate.

3.18 *Certificates, Operation and Maintenance Manuals*. Verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Engineer shall receive, review, approve and transmit up to 37 operation and maintenance (O&M) manuals.

3.19 *Welding and Coating*.

3.19.1 QC Welding and Coatings Submittal Review. Provide oversight by an Engineering Technician, AWS QC1 Certified Welding Inspector, NDE Level III Certified individual to review submittals. Review of welding and procedures is to be in accordance with ASME BPVC Section IX and AWS D1.1/D1.1M as applicable. Review Welding Qualification Record of welders (WQR), Welding Procedure Qualifications Records (WPQR), Welding Procedure Specification (WPS), and coatings submittals.

3.19.2 Conduct on-site visits to provide quality assurance surveillance and observe the progress and quality of the executed work in accordance with the applicable welding code of AWS D1.1 and ASME Section IX to protect the Owner from defect and deficiencies in the Work. The Contractor is responsible for the actual supervision of construction operations and for safety measures.

3.19.3 Provide oversight by an Engineering Technician, AWS Certified Welding Inspector and NACE Certified Coating Inspector for the field welding of steel water transmission line improvements. The objective of this project is to provide quality assurance surveillance of pipe joint fit-up and welding during the welding of the steel pipe. Visual observation visits will be strategic and as the construction schedule requires. A final technical report with documentation of the submittal reviews, observation results and photographs of the construction progress will be provided at the end of the project.

3.19.4 Welding, Fabrication, and Erection Inspections. Provide the following services during welding and coating. The Contractor shall provide safe access to all areas for observations during construction. OSHA approved access will be necessary for the complete access of the pipeline.

3.19.4.1 Verify proper welding electrodes are electrode storage are used.

3.19.4.2 Perform visual testing to verify compliance with contract specifications.

3.19.4.3 Pre-surface preparation inspection.

3.19.4.4 Measurement of ambient conditions.

3.19.4.5 Evaluation of compressor and surface preparation equipment.

3.19.4.6 Determination of surface preparation cleanliness and profile.

3.19.4.7 Inspection of application equipment.

3.19.4.8 Witnessing coating mixing.

3.19.4.9 Inspecting coating application.

3.19.4.10 Determination of dry film thickness.

3.19.4.11 Evaluating cleanliness between coats.

3.19.4.12 Evaluate cure.

3.20 *Commissioning and Startup (C&SU)*.

3.20.1 Commissioning Kickoff Meeting. Conduct Commissioning Kickoff Meeting with Engineer, Owner, and Contractor. Develop an agenda for the meeting and distribute meeting minutes.

3.20.2 Pre-Commissioning

3.20.2.1 Submittal Reviews. Review Contractor-provided, approved submittals and Operations and Maintenance (O&M) manuals for the purpose of developing the Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs).

3.20.2.2 Develop C&SU Plan. prepare an overall commissioning and startup plan. The Commissioning and Startup Plan will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.

3.20.2.2.1 Establish Systems and System Boundaries. Subdivide the project into unit process systems and create system boundaries for establishing manageable Functional and Performance Test Packages.

3.20.2.2.2 Develop Equipment Lists for All Systems. Create equipment lists for each system to ensure all equipment included in each system is captured.

3.20.2.2.3 Develop C&SU Plan. Develop a detailed C&SU Plan for the entire project, including a detailed overview of all required testing and training and the commissioning process for each system, as well as Project-wide commissioning requirements, guidelines, and procedures.

3.20.2.2.4 Develop C&SU Schedule and Sequence. Develop, assemble, and distribute an overall Commissioning Schedule and proposed sequence in which the systems should be tested and started up. The Commissioning Schedule will identify commissioning and training activities and be developed in a traditional CPM format

3.20.2.3 Develop Verification Checklists and Functional and Performance Test Packages. Develop Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs) for each of the unit process systems identified in the C&SU Plan. The VCs and FAPTPs shall encompass all required testing for each identified system and include

step-by-step procedures and placeholders for data collection and signoff, such that the Contractor may utilize the documents to complete testing activities and document the results. The completed VCs and FAPTPs will be used to demonstrate compliance with the Contract requirements as they pertain to equipment testing and startup, document each system's readiness to be placed in service, and provide baseline operations data for major equipment. Equipment submittals, preliminary and final O&M manuals, vendor startup checklists, and other relevant submittals will be reviewed as needed to facilitate the development of the VCs and FAPTPs.

3.20.3 Commissioning Oversight and Coordination

3.20.3.1 Commissioning Oversight. Oversee, and witness field activities related to commissioning and startup to ensure equipment, instrumentation, and components are tested per the Contract requirements, including witnessing the SCADA Contractor's Software Acceptance Test (SAT), overseeing the implementation of each VC and FAPTP, and overseeing startup and the Functional Demonstration Test (FDT).

3.20.3.2 Commissioning Coordination. Facilitate regular Commissioning Coordination Meetings, including developing and distributing agendas and meeting minutes to all parties. Provide coordination and oversight of the commissioning/startup process and other aspects of construction that may impact existing water treatment plant operations. Assist in scheduling training sessions in accordance with Owner preferences and contractual requirements and ensure training is delivered in accordance with the Contract Documents

3.21 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Engineer and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. Engineer shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.

3.22 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

3.23 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's

knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

3.24 *Record Drawings.* Review and compile as-recorded drawings as received from Contractor and produce as-recorded drawings for the Owner. Upon receipt of as-built or record documents from Contractor, which have been determined by Engineer to be comprehensive and generally accurate, Engineer shall produce as-recorded drawings for the Owner's use within thirty (30) days. Engineer cannot and does not warrant the accuracy of as-built or record information provided by Contractor.

3.25 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

3.26 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining record documents in accordance with the Contract. Participate in site visits regarding Substantial Completion. Support Owner and Engineer in compiling a work list of known punch-list items. Observe whether items on the punch list have been completed or corrected and coordinate and attend a punch list walk-through. Assist Owner in compiling and confirming that all required project close-out documentation has been received and make recommendations concerning acceptance.

3.27 *TWDB Project Close-out Procedures.* Coordinate with TWDB to conduct a final inspection of the Project and submit close-out documents including a final change order, if any, final pay application, affidavit from Contractor that all bills have been paid, certificate from Engineer that work is completed in accordance with the Contract Documents, written resolution of acceptance of the Project by Owner, notification of the beginning date for the warranty period, and confirmation that record drawings have been received from the Contractor.

3.28 *Texas Commission on Environmental Quality (TCEQ).* Submit notification of project completion attesting to the fact that the Work has been completed in accordance with the plans on file with TCEQ.

Task 3.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the Owner:

4.1 Preparing to serve or serving as a consultant or witness for Owner in any litigation or arbitration.

4.2 Services required due to delays or other causes beyond Engineer's control.

4.3 Work required for providing OSHA approved and safe access to areas of the Project for welding and coating inspections. It is assumed that the Contractor will provide safe access to all areas of the Project for observations and inspections.

4.4 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

4.5 Providing assistance in responding to the presence of any endangered species encountered at the Site.

4.6 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.

4.7 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

4.8 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

4.9 Providing follow-up construction management services during Contractor's warranty period.

4.10 Working with Contractor's surety in the event of Contractor default or termination for cause.

4.11 Providing IBC special inspections.

4.12 Providing construction surveys and staking to enable Contractor to perform its work.

4.13 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ADDENDUM TO EXHIBIT C

WORK SCHEDULE

Bid Phase will terminate upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. It is expected that the Bid Phase will be three (3) months

Construction Phase will commence with issuance of NTP for the selected contractor and will terminate upon completion of final project close-out with TWDB. It is expected that the Construction Phase will be twenty (20) months.

Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original dates for final completion of the Work, as set forth in the Construction Contracts, or if required due to Contractor delay beyond Substantial or Final Completion.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

ADDENDUM TO EXHIBIT D

COMPENSATION

Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 2 is estimated to be $1,437,119. Total compensation for the Project shall be adjusted to $2,862,689.

Owner shall pay Engineer for Basic Services set forth in Supplemental Amendment No. 1 on the basis of Standard Hourly Rates as described in Paragraph 1.0. Engineer's labor and fee summaries are attached as Appendix 1.

1.0 Owner shall pay Engineer for Basic Services set forth in Addendum to Exhibit B as follows:

A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

B. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

C. Engineer's Standard Hourly Rates are attached to this Exhibit D as Appendix 2. The rate schedule is subject to annual review and adjustments.

D. The total compensation for services under Paragraph 1.0 is estimated to be $1,437,119.

E. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. If it becomes apparent to Engineer that the compensation amount for Engineer's services will be exceeded, Engineer shall give Owner written notice thereof for review of the matter.

F. The amounts billed for Engineer's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

G. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer multiplied by a factor of 5%.

H. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority
Phase 1D WTP Expansion - Construction Phase Services
Summary Fee Schedule

Description	Total Fee
Engineering Team Services[1]	**$921,026**
RPR Services[2]	**$516,093**
Year 2022	$226,026
Year 2023	$290,067
Grand Total	**$1,437,119**

[1] Reference Engineering Team Detailed Cost Breakdown

[2] Reference RPR Detailed Cost Breakdown

Brushy Creek Regional Utility Authority (BCRUA)
Phase 1D WTP Expansion - Bid and Construction Phase Services
11/16/2022
Detailed Cost Breakdown - Engineering Services

Project Fee Summary	
Engineering Services	$921,026

Basic and Special Services

Task	Employee / Position	Archer / Project Manager	Senior CM / Moser	Christensen / Senior Engineer	Niermann / Civil Engineer	Yen / EIT	Gieseke / CAD Technician	Campbell / Admin	Hessel / RPLS	2 Man Survey Crew	Montemayor / Survey Technician	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
1.0	**Project Management**															
1.1	Construction Management Plan	1		2		8		2				13	$ 2,122	$ -	$ -	$ 2,122
1.2	Project Administration	44		120	8	144		12				328	$ 67,381	$ 53	$ 38,505	$ 105,938
2.0	**Bidding Services**															
2.1	Substitutions Evaluation	1		2		4						7	$ 1,350	$ -	$ 4,301	$ 5,651
2.2	Proposal Opening, Bid Tabulation, and Proposal Review	2	4	16		24		4				50	$ 9,500	$ 118	$ -	$ 9,618
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract			2		12	40					54	$ 9,370	$ 788	$ 5,441	$ 15,599
2.4	Board and Council Meetings	8				4						12	$ 2,920	$ 217	$ -	$ 3,137
2.5	TWDB Submittal for Contingent Award	2						4				6	$ 940	$ -	$ -	$ 940
2.6	TWDB Submittal for NTP	2						4				6	$ 940	$ -	$ -	$ 940
2.7	Assist with Selection of Material Testing Lab			4		4						8	$ 1,580	$ -	$ -	$ 1,580
3.0	**Construction Administration and Observation**															
3.1	General Administration (incidental)															
3.2	Pre-Construction Conference	2		4		12		2				20	$ 3,390	$ 66	$ 3,441	$ 6,896
3.3	Schedules		2	8		16		2				28	$ 4,970	$ -	$ -	$ 4,970
3.4	Survey								4	12	8	24	$ 3,660	$ -	$ -	$ 3,660
3.5	Daily Field Reports			8		12						20	$ 3,754	$ -	$ -	$ 3,754
3.7	Observation of Construction	8	16	80		100		4				208	$ 42,575	$ 604	$ 24,087	$ 67,266
3.8	Project Meetings	8	5	40		40						93	$ 20,094	$ 1,234	$ 10,795	$ 32,123
3.9	Deviations, Deficiencies, Non-Conforming Work	1	4	8		8						21	$ 4,753	$ -	$ -	$ 4,753
3.10	Design Conflicts		2	4		16						22	$ 3,815	$ -	$ 2,444	$ 6,259
3.11	Clarifications, Interpretations, Field Orders	4	15	60	4	180						263	$ 46,573	$ -	$ 14,837	$ 61,410
3.12	Change Orders and Work Change Directives	5	5	40		60						110	$ 21,828	$ -	$ 9,561	$ 31,389
3.13	Shop Drawings, Submittals, and Samples			280	8	420						708	$ 132,722	$ -	$ 46,824	$ 179,546
3.14	Substitutes			5		5						10	$ 2,015	$ -	$ 2,700	$ 4,714
3.15	Inspections and Tests			4		30						34	$ 5,059	$ -	$ 5,394	$ 10,453
3.16	Project Documentation and Records					4		4				8	$ 877	$ -	$ -	$ 877
3.17	Disagreements between Owner and Contractor	2	2	8		12						24	$ 4,978	$ -	$ -	$ 4,978
3.18	Applications for Payment		2	36								38	$ 10,465	$ -	$ -	$ 10,465
3.19	Certificates, O&Ms			27		81						108	$ 18,216	$ -	$ 7,293	$ 25,509
3.2	Welding and Coating Inspections			8								8	$ 2,205	$ -	$ 21,420	$ 23,625
3.21	Commissioning and Startup	4		16		24						44	$ 8,902	$ -	$ 216,147	$ 225,049
3.22	Substantial Completion		2	24		24						50	$ 10,483	$ 118	$ 9,041	$ 19,642
3.23	Contractor's Completion Documents					4		2				6	$ 718	$ -	$ -	$ 718
3.24	Final Notice of Acceptability of Work		2	16		24						42	$ 8,278	$ 118	$ 9,172	$ 17,568
3.25	Record Drawings			2		8	60	4				74	$ 13,343	$ 788	$ 11,026	$ 25,157
3.26	Limitation of Responsibility (incidental)															
3.27	Project Close-out			8				2				10	$ 2,382	$ -	$ -	$ 2,382
3.28	TWDB Close-out Procedures	4				4						8	$ 1,789	$ -	$ -	$ 1,789
3.29	TCEQ			2								2	$ 551	$ -	$ -	$ 551
	Total Basic Services Hours	**98**	**61**	**834**	**20**	**1,284**	**100**	**46**	**4**	**12**	**8**	**2,467**	**$ 474,497**	**$ 4,102**	**$ 442,427**	**$ 921,026**

Brushy Creek Regional Utility Authority (BCRUA)
Phase 1D WTP Expansion - Bid and Construction Phase Services
11/16/2022
Detailed Cost Breakdown - Engineering Services

Project Fee Summary	
Engineering Services	$921,026

Task	Expenses	Miles	Meals	Printing	Travel	Other	Other	Other	Other	Other	Other	Total Expenses
1.0	**Project Management**											
1.1	Construction Management Plan											$ -
1.2	Project Administration			50								$ 53
2.0	**Bidding Services**											
2.1	Substitutions Evaluation											$ -
2.2	Proposal Opening, Bid Tabulation, and Proposal Review	100	50									$ 118
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract			750								$ 788
2.4	Board and Council Meetings	250	50									$ 217
2.5	TWDB Submittal for Contingent Award											$ -
2.6	TWDB Submittal for NTP											$ -
2.7	Assist with Selection of Material Testing Lab											$ -
3.0	**Construction Administration and Observation**											
3.1	General Administration (incidental)											
3.2	Pre-Construction Conference	100										$ 66
3.3	Schedules											$ -
3.4	Survey											$ -
3.5	Daily Field Reports											$ -
3.7	Observation of Construction	600	200									$ 604
3.8	Project Meetings	1,000	500	50								$ 1,234
3.9	Deviations, Deficiencies, Non-Conforming Work											$ -
3.1	Design Conflicts											$ -
3.11	Clarifications, Interpretations, Field Orders											$ -
3.12	Change Orders and Work Change Directives											$ -
3.13	Shop Drawings, Submittals, and Samples											$ -
3.14	Substitutes											$ -
3.15	Inspections and Tests											$ -
3.16	Project Documentation and Records											$ -
3.17	Disagreements between Owner and Contractor											$ -
3.18	Applications for Payment											$ -
3.19	Certificates, O&Ms											$ -
3.2	Welding and Coating Inspections											$ -
3.21	Commissioning and Startup											$ -
3.22	Substantial Completion	100	50									$ 118
3.23	Contractor's Completion Documents											$ -
3.24	Final Notice of Acceptability of Work	100	50									$ 118
3.25	Record Drawings			750								$ 788
3.26	Limitation of Responsibility (incidental)											
3.27	Project Close-out											$ -
3.28	TWDB Close-out Procedures											$ -
3.29	TCEQ											$ -
	Total Expenses Effort	**$ 1,477**	**$ 945**	**$ 1,680**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,102**

Brushy Creek Regional Utility Authority (BCRUA)
Phase 1D WTP Expansion - Bid and Construction Phase Services
11/16/2022
Detailed Cost Breakdown - Engineering Services

Project Fee Summary	
Engineering Services	$921,026

Task	Subconsultants	FNI	JHE	Schnabel	HOT Inspection							Total Sub Effort
1.0	**Project Management**											
1.1	Construction Management Plan											$ -
1.2	Project Administration	36,671										$ 38,505
2.0	**Bidding Services**											
2.1	Substitutions Evaluation	4,096										$ 4,301
2.2	Proposal Opening, Bid Tabulation, and Proposal Review											$ -
2.3	Conformed Docs, Recommendation of Award, Assemble Final Contract	5,182										$ 5,441
2.4	Board and Council Meetings											$ -
2.5	TWDB Submittal for Contingent Award											$ -
2.6	TWDB Submittal for NTP											$ -
2.7	Assist with Selection of Material Testing Lab											$ -
3.0	**Construction Administration and Observation**											
3.1	General Administration (incidental)											
3.2	Pre-Construction Conference	3,277										$ 3,441
3.3	Schedules											$ -
3.4	Survey											$ -
3.5	Daily Field Reports											$ -
3.7	Observation of Construction	17,940		5,000								$ 24,087
3.8	Project Meetings	10,281										$ 10,795
3.9	Deviations, Deficiencies, Non-Conforming Work											$ -
3.1	Design Conflicts	2,328										$ 2,444
3.11	Clarifications, Interpretations, Field Orders	14,130										$ 14,837
3.12	Change Orders and Work Change Directives	9,106										$ 9,561
3.13	Shop Drawings, Submittals, and Samples	39,594		5,000								$ 46,824
3.14	Substitutes	2,571										$ 2,700
3.15	Inspections and Tests	5,137										$ 5,394
3.16	Project Documentation and Records											$ -
3.17	Disagreements between Owner and Contractor											$ -
3.18	Applications for Payment											$ -
3.19	Certificates, O&Ms	6,946										$ 7,293
3.2	Welding and Coating Inspections				20,400							$ 21,420
3.21	Commissioning and Startup	15,843	190,011									$ 216,147
3.22	Substantial Completion	8,610										$ 9,041
3.23	Contractor's Completion Documents											$ -
3.24	Final Notice of Acceptability of Work	8,735										$ 9,172
3.25	Record Drawings	10,501										$ 11,026
3.26	Limitation of Responsibility (incidental)											
3.27	Project Close-out											$ -
3.28	TWDB Close-out Procedures											$ -
3.29	TCEQ											$ -
												$ -
	Total Subconsultants Effort	**$ 210,995**	**$ 199,512**	**$ 10,500**	**$ 21,420**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 442,427**

Brushy Creek Regional Utility Authority
Phase 1D WTP Expansion - Bid and Construction Phase Services
Detailed Cost Breakdown - RPR Services

Description	Firm	Name	Level of Effort	Start	End	2023	$/HR	Annual Fee	2024	$/HR	Annual Fee	Average Rate	Total Fee	FTE Months	Total Hours
RPR	Walker Partners	Matt Rudloff	1.0	4/1/2023	11/30/2024	9.0	$ 145.00	$226,026	11.0	$ 152.25	$290,067	$ 149.00	$516,093	20	3,464

Appendix 2 to Exhibit D
Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are as follows:

Classification	Rate
Managing Principal	$325/hour
Manager VII	$300/hour
Manager VI	$290/hour
Manager V	$265/hour
Manager IV	$255/hour
Manager III	$240/hour
Manager II	$225/hour
Manager I	$205/hour
Senior Engineer IV	$275/hour
Senior Engineer III	$250/hour
Senior Engineer II	$225/hour
Senior Engineer I	$200/hour
Survey Manager	$200/hour
Project Manager IX	$225/hour
Project Manager VIII	$215/hour
Project Manager VII	$205/hour
Project Manager VI	$195/hour
Project Manager V	$185/hour
Project Manager IV	$175/hour
Project Manager III	$165/hour
Project Manager II	$150/hour
Project Manager I	$140/hour
Senior Design Engineer III	$150/hour
Senior Design Engineer II	$135/hour
Senior Design Engineer I	$125/hour
Project Engineer IV	$165/hour
Project Engineer III	$155/hour
Project Engineer II	$145/hour
Project Engineer I	$135/hour
Project Surveyor VIII	$160/hour
Project Surveyor VII	$150/hour
Project Surveyor VI	$140/hour
Project Surveyor V	$130/hour
Project Surveyor IV	$120/hour
Project Surveyor III	$110/hour
Project Surveyor II	$100/hour
Project Surveyor I	$85/hour

Classification	Rate
Professional VII	$125/hour
Professional VI	$110/hour
Professional V	$100/hour
Professional IV	$95/hour
Professional III	$90/hour
Professional II	$85/hour
Professional I	$80/hour
Construction Manager IX	$300/hour
Construction Manager VIII	$200/hour
Construction Manager VII	$150/hour
Construction Manager VI	$130/hour
Construction Manager V	$115/hour
Construction Manager IV	$110/hour
Construction Manager III	$100/hour
Construction Manager II	$95/hour
Construction Manager I	$80/hour
Technician XII	$175/hour
Technician XI	$160/hour
Technician X	$150/hour
Technician IX	$140/hour
Technician VIII	$125/hour
Technician VII	$110/hour
Technician VI	$95/hour
Technician V	$90/hour
Technician IV	$80/hour
Technician III	$75/hour
Technician II	$60/hour
Technician I	$50/hour
Support Staff V	$100/hour
Support Staff IV	$90/hour
Support Staff III	$80/hour
Support Staff II	$70/hour
Support Staff I	$60/hour
4-Man Crew	$240/hour
3-Man Crew	$225/hour
2-Man Crew	$165/hour
1-Man Crew	$145/hour