EXHIBIT
"A"

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 3
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **PLUMMER AND ASSOCIATES, INC. ("Engineer")**
ADDRESS: **8911 N Capital of TX Hwy, Building 1, Suite 1250, Austin, TX 78759**
PROJECT: **BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER)**

This Supplemental Contract No. 3 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Plummer and Associates, Inc., hereinafter called the "Engineer."

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 8th day of September, 2022 for the BCRWWS East WWTP Tertiary Filters Preliminary Engineering Report (PER) Project in the amount of $506,672.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on September 14, 2023 to amend the scope of services and to increase the compensation by $788,073.00 to a total of $1,294,745.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on January 19, 2024 to amend the scope of services and to increase the compensation by $40,463.50 to a total of $1,335,208.50; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $561,302.00 to a total of $1,896,510.50;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

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.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by $561,302.00 the maximum amount payable under the Contract for a total of $1,896,510.50, as shown by the attached Addendum to Exhibit D.

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

PLUMMER AND ASSOCIATES, INC.

By: Stephen J Coover
Principal

7/3/24
Date

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

_____
Date

APPROVED AS TO FORM:

_____
Stephanie L. Sandre, City Attorney

ADDENDUM TO EXHIBIT A
CITY SERVICES

CITY OF ROUND ROCK
BRUSHY CREEK REGIONAL WASTEWATER SYSTEM EAST PLANT – TERTIARY FILTERS
CONSTRUCTION PHASE SERVICES

Per the scope of work documented in Exhibit B - Engineering Service, the City of Round Rock (CITY) responsibilities will include the following:

- Provide Plummer & Associates with requested information as needed, including, but not limited to as-built plans and specifications, previous Geotechnical reports, previous studies, record drawings, operational data, etc.
- Provide Plummer with access to the CITY's facilities as needed to complete the work.
- Review materials submitted by Plummer related to the project and provide comments back as requested.
- Arrange for and coordinate regular meetings of the Project Partners for the review of information provided and to receive comments.
- Manage material testing contractor and provide any results back to Engineer in a timely manner.
- Pay all State and local fees associated with the Tertiary Filters Project.
- Provide assistance to the on-site personnel provided by consultant under this project as needed.
- Obtain appropriate signatures on paperwork, including those from co-permittees as needed.

ADDENDUM TO EXHIBIT B
ENGINEERING SERVICES

This Exhibit is part of the Agreement between Plummer Associates, Inc. (Plummer) (the "Engineer") and the City of Round Rock (the "Owner") for the project generally described as:
Brushy Creek Regional Wastewater Treatment System East Plant (BCE) Tertiary Filters Construction Phase Services

INTRODUCTION
The scope of this amendment is to provide services required for SCADA integration as well as services during construction. Services include the following:

Task 1. Engineering Services During Construction
Services provided by the engineer to support construction activities.

Task 2. Post-Construction Services
Services provided to support plant startup, O&M Manual and Record Drawings.

Task 3. Project Management and Quality Assurance
Services provided to monitor and control project scope, schedule and budget and provide quality assurance of services.

Task 4. Additional Design Services have been provided during Bidding Phase per Owner request.

1 ENGINEERING SERVICES DURING CONSTRUCTION

The Construction Administration Services will commence with the execution of the Construction Contract for the Project and will terminate upon the Original Scheduled Final Completion Date of the Construction Contract. Engineer shall be entitled to an equitable / negotiated increase in compensation if Construction Administration Services are required after the Original Scheduled Final Completion Date as set forth in the Construction Contract.

Upon successful completion of the Bid Phase, and upon written authorization from Owner, Engineer shall initiate Construction Administration Services. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Contractor's Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing.

Internet-based Construction Management, Engineer shall provide the internet-based construction management system used for all construction submittal documents on the project.

Engineer shall establish and maintain the project construction management system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process for the Owner. The Owner's representative shall be responsible for providing any daily reports and uploading them to the system.

1.1 CONSTRUCTION MEETINGS

1.1.1 Pre-construction Meeting:

Project Manager to attend project pre-construction conference prior to the commencement of the Project Work. ENGINEER will provide meeting minutes and any materials related to the engineering or design side of the project to help facilitate this meeting.

1.1.2 Construction Progress Meetings:

The ENGINEER will participate in up to sixteen (16) 2-hour monthly construction progress meetings for the Tertiary Filters project. It is assumed that the Project Manager, one engineer, and one engineer-in-training may attend each construction progress meeting from the Engineer's team. The Engineer will facilitate, prepare agenda, and distribute meeting minutes for all progress meetings. Progress meeting agendas will include RFI and submittal logs. The Contractor is responsible for providing schedule updates, 3-week lookahead schedule, review progress since the last meeting. The Contractor will also inform whether each activity is on time, ahead of schedule, or behind schedule with respect to the construction schedule.

1.2 INTERGATION SERVICES

ENGINEER will provide Cloth Media equipment configuration, programming, and integration coordination I/O to the whole plant system contractor integrator. Integration corresponds to existing filter RTU Panel programming and existing filters control panels; FO data link I/O map configuration to new 0700-PLC; New cloth media filters control panels (0700-CP-1300 & 0700-CP-1400) programming and configuration, I/O map to new 0700-PLC. This scope includes programming and configuration of new 0700-PLC and existing 0800-PLC; includes integration of equipment not related to the new and existing filter structures such as slide gates and ancillary control/communication equipment.

1.3 SITE VISITS

ENGINEER shall make monthly visits to the construction site. Two-hour duration is assumed for general review of progress and conformance to design documents, for mechanical, EI&C, structural and civil. All visits will include a field report, with attached photos and comments. If the Owner or Owner's representative wishes to review these can be provided. Special visits shall occur during process tie-ins, structural steel installation and electrical infrastructure tie-ins. [See Section 2.1 for further field visits.]

1.4 QUALITY ASSURANCE

1.3.1. Assist Owner in the selection of an independent testing laboratory to perform the services identified as to be provided by Owner in the Construction Contract.

1.3.2. ENGINEER will NOT provide special engineering inspections required by the contract documents.

1.3.3. Schedule Review:

Engineer will review initial schedule and coordinate with Owner's representative inspecting the project as well as the general contractors project manager. Engineer can provide additional periodic reviews requested by the Owner.

1.3.4. Pre-procured Equipment Coordination:

Assist the Contractor and City with issues arising from the pre-procured equipment vendor regarding terms and conditions, such as delivery, payment, scope changes, and coordination with RFIs.

1.4 DOCUMENT REVIEW

1.4.1 Submittal Review:

Review and take other appropriate action with respect to Submittals, Shop Drawings, Catalog Data, Samples, Test Reports, 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 approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Up to 150 Submittals and resubmittals and 20 O&M Manuals. Additional services shall be requested if additional submittals are submitted.

1.4.2. Substitutions Review:

Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Up to 20 substitutions requests are assumed to be submitted. Additional Services shall be requested if additional substitution requests are submitted.

1.4.3. RFI Review:

Engineer shall respond to Contractor's request for information (RFI). Up to 50 RFIs are assumed to be submitted. Additional services shall be requested if a significant amount of additional RFI's are submitted.

1.5 CHANGE ORDERS & REJECTION OF WORK

1.5.1. Clarifications and Field Orders:

Work with the Construction Manager to issue clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may draft or review Construction Manager's Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents. Up to 50 Clarifications and 5 Field Orders are assumed to be submitted. Additional services shall be requested if additional Clarifications and Field Orders are required.

1.5.2. Change Orders:

Engineer shall review Proposed Contractor Change Orders and Owner requested changes.

Engineers shall prepare technical documents supporting Proposed Construction Modifications for Owner review and Construction Manager processing. Up to 10 change orders are assumed to be submitted. Additional services shall be requested if additional change orders are required.

1.5.3. Rejection of Work:

Engineer shall work with the onsite construction manager in an event causing the need to reject work. Work may be rejected, if on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. It is assumed that the engineer will provide minimal administrative support for documentation of rejection.

1.6 SUBSTANTIAL AND FINAL COMPLETION REVIEW:

1.6.1. The Engineer will participate, with the Construction Manager and City's representative, in a substantial completion review at each milestone of the project for conformance with the design concept of the project and general compliance with the contract documents and work with the Construction managers to provide a list of deficiencies to the contractor.

1.6.2. The Engineer will participate, with the Construction Manager and City's representative, in a final review of the project for conformance with the design concept of the project and general compliance with the contract documents. Engineer shall work with the Construction Manager to verify that items identified on the deficiency list from the substantial completion review have been completed and make recommendation for final payment to the contractor.

2 POST-CONSTRUCTION SERVICES

2.1 START-UP SERVICES

2.1.1 Pre-start-up Personnel Training

2.1.1.1 Consult with the City on training needs for pre-start-up operation. Coordinate and arrange with the Contractor to schedule, and plan major equipment providers for the training. Conduct pre-start-up training over a two-day period involving a total of four hours of classroom work for the overall tertiary filters' operation and startup. Provide an additional follow-up half-day meeting after 30 days to respond to questions.

2.1.2 Review a pre-start-up training schedule and start-up schedule for the Tertiary Filters submitted by the Contractor.

2.1.3 Provide 40 hours of onsite operation consultation, to the site to consult on starting and optimizing the new equipment and related process controls.

2.2 RECORD DRAWINGS

2.2.1 The Owners representative will revise the construction drawings in accordance with the information furnished by the construction contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's

modifications to the original design drawings to reflect the changes during the construction.

2.2.2 The Engineer will prepare record drawings, in part, based on information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

2.2.3 The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

2.2.4 Record drawings for the project will be issued by the Engineer within sixty (60) days after the final comments and markups are provided by the construction contractor and the City.

2.2.5 The Engineer will provide the City with one (1) digital copy in Bluebeam PDF via SharePoint. Engineer will request that the Contractor furnish a red-lined original or copy of the as-builts used to prepare the record drawings. Engineering record drawings shall also be furnished to the City in AutoCAD format

2.3 O&M MANUAL

2.3.1 Prepare an Operation and Maintenance (O&M) manual for the BCE Tertiary Filters. Deliver O&M manuals in electronic and bound formats. The O&M manual will address all process facilities constructed under this Agreement. The electronic O&M manual will feature text, photographs, PDF drawings, and an image photograph directory. Operating in a computer environment, the system will provide access to all equipment O&M manual data. This specifically includes computerization of O&M manual text, drawings, process schematics, related photographs, and creation of an image photograph directory with letter-sized image pages of scanned images addressing facilities constructed under this Agreement. The information will be manipulated electronically to create a multimedia document complete with hyperlinks, photographs, drawings, and scanned image viewing capabilities. Concurrent with the production of the O&M manual in electronic format, initial and final drafts will be delivered to the City for review and comment. Along with delivery of the final draft O&M manual, one half-day of training will be provided to familiarize plant staff in use and maintenance of the electronic O&M manual. The Engineer will deliver draft copies for review and comment by the City. Upon receipt of the City's comments, three (3) final bound copies and an electronic version shall be delivered. The following topics shall be included in the O&M manual**:**

2.3.2 Introduction
Brief statement of manual purpose, description of process and flow path, summary of permits and standards which must be met, and table of design criteria.

2.3.3 Operations Considerations
Overall Plant. Discussion of process operation, flow paths, hydraulics, control variables and process efficiency for the treatment facilities with process schematics and hydraulic profiles.

2.3.4 Description and Operation of the Auxiliary Facilities
Discussion of auxiliary systems constructed under this project.

2.3.5 Emergency and Backup Provisions
Description of electrical generators, automatic transfer switch, and other emergency and backup provisions constructed.

2.3.6 Electrical System and Control Systems
Detailed description of the electrical and control systems constructed under this project.

2.3.7 HMI Documentation
Description of HMI graphic display, User graphic interface, menus, and configuration. Append programming HMI back-up file, user access credentials, and network configuration.

2.3.2 Maintenance

Nameplate data for each major piece of equipment, list of the manufacturer's recommended spare parts, and a schedule of the equipment manufacturer's preventative maintenance activities for each major process equipment item constructed under this project.

2.3.3 Miscellaneous and Attachments

Miscellaneous items including a glossary of treatment terms and abbreviations used pertinent to the BCRWWS. Other attachments referred to in prior sections.

2.3.4 2.3.11 Manufacturer

No computer hardware will be supplied as part of this project. Included with the electronic O&M manual will be the software necessary to view and maintain the manual. Single user copies of Microsoft Multimedia Viewer, Microsoft Office 2019 or later, and Adobe (or other applicable software as necessary to view documents provided) shall be provided. The minimum computer operating requirements for the software to be supplied are:

3 PROJECT MANAGEMENT AND QUALITY CONTROL

3.1 PROJECT MANAGEMENT ACTIVITIES

Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks. Conduct internal team coordination as required to accomplish the work.

3.1.1 Project Management Plan

Prepare a project management plan including scope, budget, schedule, communication, project team, and file organization.

3.1.2 Monthly Status Updates

Provide monthly status updates to the City describing and showing the percent complete for scope tasks and the issues, budget status, and schedule. Maintain and update on a monthly basis, an action item log, a decision log, and a project change log as well as the schedule in an electronic online system (i.e., Procore).

3.2 QC REVIEWS

Conduct QC reviews for the O&M manual, and startup plan utilizing senior staff members.

3.3 COORDINATION WITH PRE-PROCURED EQUIPMENT VENDOR

Coordinate activities with Pre-procured Equipment Vendor.

3.4 MEETINGS WITH CITY MANAGEMENT

Prepare for and participate in up to one (1) meeting with City management.

4 ADDITIONAL DESIGN PHASE SERVICES

As requested by the Owner, a connection between the Owner's reuse water system and the BCE plant non-potable water system was added to the scope of the project. Additional effort was required to design the connection to the high service reuse line, sizing and designing the alignment of the proposed plant water pipeline, sizing and designing a pressure reducing valve (PRV) and flow meter in a vault, and preparing the plan sheets. Additional design work was added to the project via Addendum 4.

ASSUMPTIONS:

I. CONTRACTOR REQUESTS

Investigations, analyses, studies, 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 contractor and approved by the City are an additional service.

II. ADDITIONAL ENGINEERING REVIEWS

The fee is based on the Submittal Reviews, RFIs, and CMRs listed above. If additional reviews are necessary, due to incomplete submittals, or multiple review iterations, and if the RFIs and requested changes are beyond the estimated amounts, such that the combined budgeted fee for these items is exceeded, this will be considered an additional service. Substitution of materials or equipment or design modifications requested by the City are an additional service.

III. PAY ESTIMATE REVIEW

Pay Estimates will be reviewed by the Construction Manager. Engineers will not review pay estimates. 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.

IV. QUALITY ASSURANCE TASKS FOR SERVICES NOT LISTED

Engineer will NOT provide Quality Assurance tasks associated with geotechnical, material testing, special inspections and additional survey services.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Award	1 day?	Mon 7/15/24	Mon 7/15/24		
2		NTP	1 day?	Thu 8/22/24	Thu 8/22/24	1	
3		Pre-construction Meeting	1 day?	Thu 8/8/24	Thu 8/8/24	1	
4		Mobilization	19 days	Fri 8/23/24	Wed 9/18/24	2,3	
5		Submittals	90 days?	Tue 8/27/24	Mon 12/30/24	2	
6		Substaintial Completion	226 days	Fri 9/20/24	Fri 8/1/25	4	
7		Final Completion	60 days?	Mon 8/4/25	Fri 10/24/25	6	

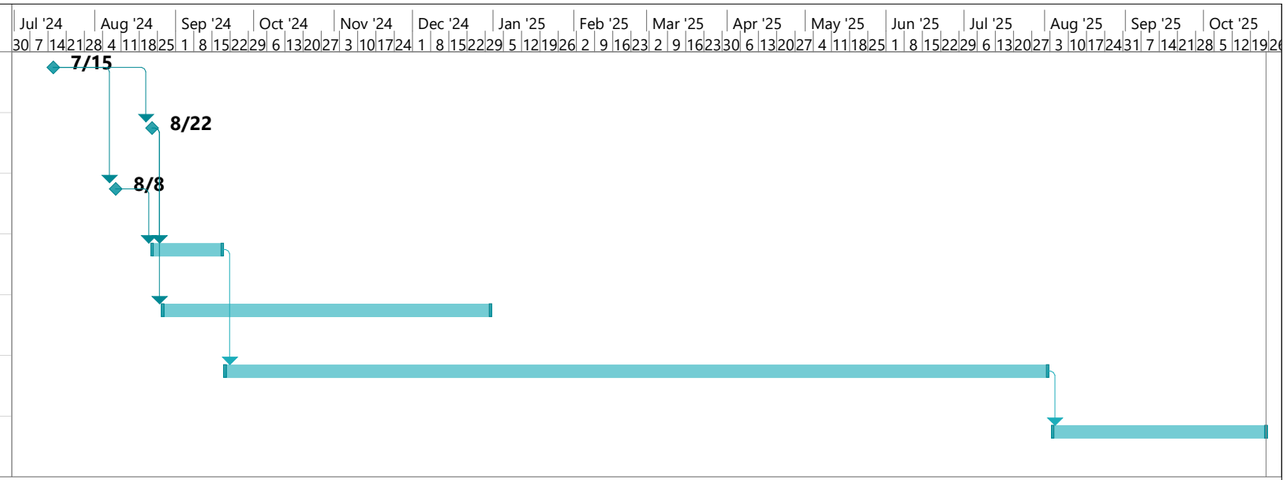

EXHIBIT C - Estimated Project Schedule

Project: Project Schedule
Date: Wed 5/29/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

PLUMMER

EXHIBIT D - Fee Schedule
BRUSHY CREEK REGIONAL WASTEWATER SYSTEM EAST PLANT - TERTIARY FILTERS
CONSTRUCTION PHASE SERVICES

Project Number: 0982-011-01
Date: 5/28/2024
Version: 1

		Principal In Charge (hrs)	Sr. Project Manager (hrs)	Project Manager (hrs)	Project Engineer (hrs)	EIT (hrs)	CAD (hrs)	Construction Manager (hrs)	Plummer Labor (hrs)	Plummer Fee ($)	Subs Total $	Total ($)
CONSTRUCTION ADMIN. SERVICES		**16**	**8**	**309**	**570**	**945**	**48**	**8**	**1,904.00**			
1	Engineering Services During Construction	0	4	209	400	765	0	0	1,378	$ 244,220	$ 177,142	$ 421,362
1.2	EI&C Filter Integration Services				80	50			130	$ 22,700	$ -	$ 22,700
2	Post Construction Services	0	0	20	78	130	48	0	276	$ 46,280	$ 13,970	$ 60,250
3	Project Management and Quality Control	16	4	80	12	0	0	8	120	$ 30,700	$ 9,526	$ 40,226
4	Additional Design Phase Services									$ -	$ 16,764	$ 16,764
TOTAL PHASE SERVICES FEE (LUMP SUM)		**16**	**8**	**309**	**570**	**945**	**48**	**8**	**1,904**	**$ 343,900**	**$ 217,402**	**$ 561,302**
Previously Authorized Fee												*$ 1,335,209*
Updated Contract Total												***$ 1,896,511***
***FEE IS BASED ON A LUMP SUM - RATES & HOURS FOR REFERENCE ONLY**												
LABOR RATES FOR REFERENCE												
Labor Category		ES8	ES7	ES5	ES4	ES3	C4	CM5				
Labor Rates per Hour		$ 340	$ 305	$ 250	$ 190	$ 150	$ 145	$ 220				