

**EXHIBIT**

**"A"**



**SUPPLEMENTAL CONTRACT NO. 4  
TO CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** WALKER PARTNERS ("Engineer")  
**ADDRESS:** 804 Las Cimas Parkway, Suite 150, Austin, TX 78746  
**PROJECT:** Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights  
and Stakeholder Coordination

This Supplemental Contract No. 4 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 19th day of April, 2017 for the BCRUA Phase 1C Water Treatment Plant Expansion in the lump sum amount of \$1,763,900.00 and Phase 2 Land Rights and Stakeholder Coordination Project in the maximum amount of \$2,012,600.00 for a total Project compensation of \$3,776,500.00; and

**WHEREAS**, BCRUA and Engineer executed Supplemental Contract No. 1 on July 19, 2017 to amend the scope of services and to increase the compensation by \$14,100.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,778,000.00 and by \$212,000.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,224,600.00 for a total Project compensation of \$4,002,600.00; and

**WHEREAS**, BCRUA and Engineer executed Supplemental Contract No. 2 on November 20, 2017 to amend the scope of services and to increase the compensation by \$19,600.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,797,600.00 for a total Project compensation of \$4,022,200.00; and

**WHEREAS**, BCRUA and Engineer executed Supplemental Contract No. 3 on April 18, 2018 to amend the scope of services and to increase the compensation by \$105,200.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,329,800.00 for a total Project compensation of \$4,127,400.00; and

**WHEREAS**, it has become necessary to amend the Contract to add the construction phase services to the scope of services and to increase the compensation by \$897,200.00 for the Phase 1C Construction Phase Services Project;

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

I.

Article 2, Engineering Services shall be amended as follows:

Engineer shall perform Engineering Services as identified in Exhibit B and Addendum to Exhibit B entitled “Engineering Services.” As described in Exhibit B and Addendum to Exhibit B, Engineering Services are divided into three major work efforts, *Phase 1C Water Treatment Plant (WTP) Expansion, Phase 2 Land Rights and Stakeholder Coordination, and Phase 1C Construction Phase Services*.

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C and Addendum to Exhibit C, entitled “Work Schedule.” Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by BCRUA and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the General Manager.

II.

Article 4, Compensation shall be amended to add the following:

**(3) Phase 1C Water Treatment Plant (WTP) Expansion (Construction Phase Services)**

Engineer shall be paid for construction phase services for the Phase 1C Expansion Project Engineering Services on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Addendum to Exhibit D. Payment of monies due for the Engineer’s subconsultant’s services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable for Phase 1C Engineering Services under this Contract, without modification of this Contract as provided herein, is the sum of Eight Hundred Ninety-Seven Thousand Two Hundred and No/100 Dollars, (\$897,200.00). Engineer shall prepare and submit to BCRUA monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of BCRUA for such monthly progress reports shall be identified in Exhibit B entitled “Engineering Services”. Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

**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:** \_\_\_\_\_  
**Andrea Navarrette, 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. 4 is to provide construction phase services for the Phase 1C Expansion project. Phase 1C consists of expansions to both the Water Treatment Plant (WTP) and Raw Water Intake Barge (RWIB). Each expansion shall be bid as a separate construction contract.*

**ASSUMPTIONS**

1. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by the Engineer for final payment to Contractors. The Project involves two construction contracts and, therefore, Construction Phase services may be rendered at different times in respect to the separate contracts. 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.
2. *Factory Witness Testing.* Engineer shall attend factory witness testing services as an Additional Service.

**BASIC SCOPE OF SERVICES**

**Task 1.0 - Phase 1C WTP Expansion**

**Insert Task 1.6 as follows:**

- 1.6 **Construction Phase.** The purposes of this task are to provide general administration and field observation of the Phase 1C construction contracts.
  - 1.6.1 **Project Management.**
    - 1.6.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, document control, change management, and cost and schedule control.
    - 1.6.1.2 Manage and coordinate staff resources, subconsultants, and project planning.
    - 1.6.1.3 Prepare monthly invoices and project progress reports. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
    - 1.6.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.

1.6.1.5 Facilitate document control and document sharing for electronic filing of documents.

**1.6.2 Construction Administration.**

1.6.2.1 *General.* 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.

1.6.2.2 *Selecting Independent Testing Laboratory.* Assist Owner in selection of an independent testing laboratory to perform required construction materials testing services.

1.6.2.3 *Pre-Construction Conferences.* Participate in a Pre-Construction Conference for each contract prior to commencement of Work at the Site. A total of two Pre-Construction Conferences are included.

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

1.6.2.5 *Baselines and Benchmarks.* Assist Owner in establishing baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.

1.6.2.6 *Visits to Sites and Observation of Construction.* Perform the following in connection with observations of Contractor's Work while it is in progress.

1.6.2.6.1 Make visits to the Sites to observe, as an experienced and qualified design professional, the progress and quality of Contractor's executed Work. Engineer shall make up to the following number of visits to the sites during construction, exclusive of preconstruction conferences and substantial and final completion walk-throughs. It is anticipated that site visits to each project will occur on the same day.

1.6.2.6.1.1 WTP contract: 18 site visits anticipated.

1.6.2.6.1.2 RWIB contract: 18 site visits anticipated.

1.6.2.6.2 Engineer site visits are 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, as assisted by the Resident Project Representative. 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.

1.6.2.6.3 The purpose of Engineer's visits will be 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 a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

1.6.2.7 *Defective Work.* 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. *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. Engineer shall issue up to the following number of clarifications and interpretations in the form of RFI responses and Field Orders.

1.6.2.7.1 WTP contract: 25 RFIs and Field Orders anticipated.

1.6.2.7.2 RWIB contract: 15 RFIs and Field Orders anticipated.

1.6.2.8 *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).

1.6.2.9 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings 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 approvals or other action will not extend to 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 the following number of Shop Drawings and Samples.

1.6.2.9.1 WTP contract: 111 Shop Drawings and Samples anticipated.

1.6.2.9.2 RWIB contract: 75 Shop Drawings and Samples anticipated.

1.6.2.10 *Substitutes and "or equal".* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 7).

1.6.2.11 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and 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 70).

1.6.2.12 *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 either 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 in such capacity.

- 1.6.2.13 *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:
- 1.6.2.13.1 Determine the amounts that Engineer recommends Contractor be paid. 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).
  - 1.6.2.13.2 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.

1.6.2.13.3 Engineer shall review and recommend payments for up to the following number of Contractor applications for payment.

1.6.2.13.3.1 WTP contract: 20 applications for payment anticipated.

1.6.2.13.3.2 RWIB contract: 20 applications for payment anticipated.

1.6.2.14 *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. Engineer shall receive, review, approve and transmit up to the following number of operation and maintenance (O&M) manuals.

1.6.2.14.1 WTP contract: 26 O&M manuals anticipated.

1.6.2.14.2 RWIB contract: 21 O&M manuals anticipated.

1.6.2.15 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Resident Project Representative 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. Engineering shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.

1.6.2.16 *Startup and Commissioning.* Engineer shall assist Owner in startup of the Project and observe startup activities.

1.6.2.17 *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.

- 1.6.2.18 *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.
- 1.6.2.19 *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.

Task 1.6.2 Construction Administration Deliverables

- *Record Drawings (one for each construction contract)*

**1.6.3 Construction Observation.**

- 1.6.3.1 *General.* Resident Project Representative shall perform daily visits to the project site on a **full-time basis (40 hours per week)** to observe construction in progress during normal working hours (Monday through Friday 8:00 AM to 5:00 PM). **Full-time construction observation includes up to 12 hours per week (3 days per week and 4 hours per day) of Senior Construction Manager on-site representation.** Daily site visits shall provide a visual observation of materials, equipment, and construction work for ascertaining that the work is in substantial conformance with the contract documents and the design intent. Items that will be closely monitored for conformance include: site preparation and security, excavations and embankments, bedding and backfill materials used, backfill material placements and compaction, existing utility line tie-ins and relocations, new utility installations to proper elevation and grade, traffic control, subgrade preparation and compaction, base material processing, placement and compaction, paving operations and testing, proper coordination of materials sampling and testing, public notification and coordination, project cleanliness and restoration.
- 1.6.3.2 *Schedule Review.* Review and analyze contractor's detailed construction schedules for completeness and optimization.
- 1.6.3.3 *Daily Reports.* Summarize daily construction activities in a daily report. Daily reports will allow for the complete description and documentation of the conditions, work force, activities, production and issues

performed by the contractor on a daily basis. 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. A copy of the daily report shall be forwarded to the designated Owner representative.

- 1.6.3.4 *Review of Contractor Applications for Payment.* Review and certify the accuracy and validity of Contractor monthly pay applications prior to submittal to Owner and Engineer based on a review of materials on-site and the construction progress to date. At the completion of Resident Project Representatives review, the contractor shall be required to correct any erroneous pay items before the final pay application is submitted for payment.
- 1.6.3.5 *Submittals, Change Orders and RFIs.* Review all Contractor submittals, including change orders and requests for information to ensure that the documents being submitted are complete, correct, and in accordance with the project standard requirements. Copies of these documents shall be retained as part of the Project documentation.
- 1.6.3.6 *Construction Materials Testing.* 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. Owner will hire the testing lab firm directly. A copy of the test results shall be retained as part of the Project documentation.
- 1.6.3.7 *Project Meetings.* Attend and maintain active involvement in all meetings related to the Project as directed by Owner. Types of meetings include preconstruction, construction progress, on-site troubleshooting, pre-paving, resolution, special review, community impact, punch list and final walkthrough meetings, startup, and close-out meetings. It is anticipated that there will be monthly construction progress meetings for each construction contract. Provide comments on meeting minutes prepared by others. Meeting minutes will be retained as part of the Project documentation.
- 1.6.3.8 *Project Documentation.* As described herein, copies of all relevant Project documentation shall be compiled and retained by Resident Project Representative. Types of documentation anticipated include, but are not limited to, daily reports, photographs, submittals, RFIs, and change orders. Resident Project Representative shall make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.
- 1.6.3.9 *Construction Deviations, Deficiencies, and Non-Conforming Work.* Identify and record any observed construction deviations and

deficiencies. Notify Owner and Engineer of the deviation or deficiency and monitor the issue until it is addressed and resolved. Advise Owner as required to determine appropriate actions. Record noted deficiency and action taken in daily reports. Any stop-work orders or other penalties related to the noted deficiency shall be initiated by the appropriate Owner representative.

1.6.3.10 *Design Conflicts.* Summarize and present any design conflicts determined by contractor or Resident Project Representative for Owner review and action. Resident Project Representative shall assist Owner by also providing an opinion of appropriate action and shall further assist in the preparation of the necessary documents to initiate action and record the changes.

1.6.3.11 *Coordination of Stakeholders.* Resident Project Representative shall attempt to include all Project stakeholders in any given aspect of the Project as necessary and as directed by Owner. Resident Project Representative shall attempt to keep all stakeholders current and fully informed of Project progress and help identify potential issues before they arise.

1.6.3.12 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining as-built or record documents. Work with Owner and Engineer to compile a work list of known punch-list items. Coordinate a punch list walk-through for each contract. Follow-up with contractors on a regular basis until all items are complete. Assist Owner in compiling and confirming that all required project close-out documentation has been received.

#### **1.6.4 Observation of Elevated Storage Tank Interior Coating Rehabilitation and Field Welding of Steel Water Pipe.**

1.6.4.1 *EST Interior Coating Rehabilitation.* Coatings Inspector shall provide observation of EST Interior Coating Rehabilitation, including the following tasks.

- Attend one pre-installation meeting
- Attend regular construction progress meetings that occur during coating rehabilitation work (maximum of three meetings anticipated)
- Check all equipment before start-up
- Confirm proper blast media and cleanliness
- Blotter test of compressor for oils and condensation build up
- Confirm nozzle pressure
- Monitor Ambient conditions throughout job
- Confirm blast profile and cleanliness is within spec
- Check for pick-ups on blast
- Confirm cleanliness of metal before application of coating using tape test

- Verify correct coating is being used and batch numbers
- Witness proper mixing of coating and application of stripe coat and coating
- Verify wet film gauges are used throughout coating of tank
- After application check DFTs, and pick up areas
- Witness holiday testing and repairs
- Perform solvent rub test to confirm cure of coating
- Final sign off on tank
- Provide written daily reports
- Submit close out report containing all project documentation and photos

1.6.4.2 *Field Welding of Steel Water Pipe.* Welding Inspector shall provide observation of field welding on steel water pipe, including the following tasks.

- Verify that all welds are within code
- Review QC paperwork and confirm proper weld procedures, rods, amperage were used
- Verify conformance to use of specified materials and their proper storage.
- Check QC conformance to approved WPS
- Check QC conformance to approved NDT procedure specifications
- Check QC conformance of WPQ
- Provide 100 percent VT before, during, and after field welding
- Maintain records and prepare report confirming results of inspection and testing

### **Task 3.0 - Additional Services**

#### **Insert Task 3.24 as follows:**

3.24 Prepare monthly high resolution ortho-mosaic aerial imagery.

**ADDENDUM TO EXHIBIT C**  
**WORK SCHEDULE**

The Construction Phase will commence with execution of Construction Contracts for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payments to Contractors. It is expected that the Construction Period for each contract will be twenty (20) months. Since the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. 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.

**ADDENDUM TO EXHIBIT D  
COMPENSATION**

*Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 4 is estimated to be \$897,200. Total compensation for Task 1.0 – Phase 1C Water Treatment Plant Expansion shall be increased by an amount of \$897,200 thereby increasing total compensation for Task 1.0 – Phase 1C Water Treatment Plant Expansion to \$2,694,800. Total compensation for the Project shall be adjusted to \$5,024,600.*

*OWNER shall pay ENGINEER for Basic Services Task 1.6 – Construction Phase set forth in Supplemental Amendment No. 4 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 Task 1.6 – Construction Phase 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 \$897,200.
  - E. ENGINEER shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
  - F. 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.
  - G. 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.

- H. 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%.

3.0 Other Provisions Concerning Payment

- I. 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 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination - Supplemental Amendment No. 4**  
**Phase 1C WTP Expansion Construction Phase Services**  
**Appendix 1 - Labor Summary**

Discipline  Role	Labor Classifications and Hours					Walker Partners Total Hours
	Project Manager	Senior Process Engineer	Project Engineer	Senior Designer	Admin Support	
<b>TASK DESCRIPTION</b>						
<b>1.6.1 Project Management (Task 1.6.1.1 through 1.6.1.5)</b>	40	60	20		30	150
Sub Management Fee						
<b>SUBTOTAL</b>	<b>40</b>	<b>60</b>	<b>20</b>		<b>30</b>	<b>150</b>
<b>1.6.2 Construction Administration</b>						
1.6.2.1 General (incidental)						
1.6.2.2 Selecting Independent Testing Laboratory (incidental)						
1.6.2.3 Pre-Construction Conferences (2)	4	8	10		2	24
1.6.2.4 Schedules	2	4	8		2	16
1.6.2.5 Baselines and Benchmarks (incidental)						
1.6.2.6 Visits to Sites and Observation of Construction (18)	27	72	90		9	198
1.6.2.7 Defective Work (incidental)						
1.6.2.8 Clarifications and Interpretations; Field Orders (40)	7.5	30	60		15	113
1.6.2.9 Change Orders and Work Change Directives	8	15	30		8	60
1.6.2.10 Shop Drawings and Samples (186)	31	122	305		61	519
1.6.2.11 Substitutes and "or equal"		4	6		2	12
1.6.2.12 Inspections and Tests (70)		10				10
1.6.2.13 Disagreement between Owner and Contractor (incidental)						
1.6.2.14 Applications for Payment (40)		20				20
1.6.2.15 Contractor's Completion Documents (O&Ms) (47)	6	24	24		12	66
1.6.2.16 Substantial Completion (2)	4	12	12		4	32
1.6.2.17 Startup and Commissioning (2)	4	16	24			44
1.6.2.18 Final Notice of Acceptability of the Work (2)	4	10	12		4	30
1.6.2.19 Record Drawings (2)	2	4	16	60		82
1.6.2.20 Limitation of Responsibilities (incidental)						
Sub Management Fee						
<b>SUBTOTAL</b>	<b>99</b>	<b>351</b>	<b>597</b>	<b>60</b>	<b>119</b>	<b>1,225</b>
<b>1.6.3 Construction Observation (WTP and RWIB)</b>						
<b>SUBTOTAL</b>						
<b>1.6.4 Construction Observation (EST and Welding)</b>						
<b>SUBTOTAL</b>						
<b>TASK 1.6 TOTAL HOURS</b>	<b>139</b>	<b>411</b>	<b>617</b>	<b>60</b>	<b>149</b>	<b>1,375</b>

**Phase 1C WTP Expansion Construction Phase Services**

**Appendix 1 - Fee Summary**

Discipline  Role	Walker Partners Total Cost	Subconsultants		Total Fee
		FNI	Capital Inspectors	
<b>TASK DESCRIPTION</b>				
<b>1.6.1 Project Management (Task 1.6.1.1 through 1.6.1.5)</b>	\$31,325	\$28,192		\$59,517
Sub Management Fee	\$1,400			\$1,400
<b>SUBTOTAL</b>	<b>\$32,725</b>	<b>\$28,192</b>		<b>\$60,900</b>
<b>1.6.2 Construction Administration</b>				
1.6.2.1 General (incidental)				
1.6.2.2 Selecting Independent Testing Laboratory (incidental)				
1.6.2.3 Pre-Construction Conferences (2)	\$4,991	\$6,697		\$11,688
1.6.2.4 Schedules	\$2,981			\$2,981
1.6.2.5 Baselines and Benchmarks (incidental)				
1.6.2.6 Visits to Sites and Observation of Construction (18)	\$41,333	\$12,883		\$54,216
1.6.2.7 Defective Work (incidental)				
1.6.2.8 Clarifications and Interpretations; Field Orders (40)	\$20,104	\$7,357		\$27,461
1.6.2.9 Change Orders and Work Change Directives	\$11,153	\$10,455		\$21,608
1.6.2.10 Shop Drawings and Samples (186)	\$91,763	\$35,414		\$127,177
1.6.2.11 Substitutes and "or equal"	\$2,071	\$4,752		\$6,823
1.6.2.12 Inspections and Tests (70)	\$2,271	\$3,276		\$5,547
1.6.2.13 Disagreement between Owner and Contractor (incidental)				
1.6.2.14 Applications for Payment (40)	\$4,526			\$4,526
1.6.2.15 Contractor's Completion Documents (O&Ms) (47)	\$12,585	\$8,898		\$21,483
1.6.2.16 Substantial Completion (2)	\$6,570	\$7,818		\$14,388
1.6.2.17 Startup and Commissioning (2)	\$8,956	\$5,569		\$14,525
1.6.2.18 Final Notice of Acceptability of the Work (2)	\$6,093	\$7,818		\$13,911
1.6.2.19 Record Drawings (2)	\$13,735	\$12,279		\$26,014
1.6.2.20 Limitation of Responsibilities (incidental)				
Sub Management Fee	\$6,200			\$6,200
<b>SUBTOTAL</b>	<b>\$235,330</b>	<b>\$123,216</b>		<b>\$358,500</b>
<b>1.6.3 Construction Observation (WTP and RWIB)</b>		\$410,000		\$410,000
Sub Management Fee	\$20,500			\$20,500
<b>SUBTOTAL</b>	<b>\$20,500</b>	<b>\$410,000</b>		<b>\$430,500</b>
<b>1.6.4 Construction Observation (EST and Welding)</b>			\$45,000	\$45,000
Sub Management Fee	\$2,300			\$2,300
<b>SUBTOTAL</b>	<b>\$2,300</b>		<b>\$45,000</b>	<b>\$47,300</b>
<b>TASK 1.6 TOTAL FEE</b>	<b>\$290,855</b>	<b>\$561,408</b>	<b>\$45,000</b>	<b>\$897,200</b>

**Appendix 2 to Exhibit D**  
**Standard Hourly Rates Schedule**

Manager III	\$290/hour
Manager II	\$225/hour
Manager I	\$205/hour
Senior Engineer III	\$275/hour
Senior Engineer II	\$225/hour
Senior Engineer I	\$200/hour
Survey Manager	\$200/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Senior Design Engineer	\$150/hour
Project Engineer III	\$130/hour
Project Engineer II	\$120/hour
Project Engineer I	\$110/hour
Senior Project Surveyor	\$130/hour
Professional VI	\$115/hour
Professional V	\$105/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Technician XI	\$155/hour
Technician X	\$130/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 III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
4-Man Crew	\$170/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
Senior Construction Services Manager	\$179/hour
Staff Inspector	\$80/hour