

**EXHIBIT
A**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

FIRM: PLUMMER ASSOCIATES, INC. (“Engineer”)

ADDRESS: 1320 S. University Drive, Suite 300, Fort Worth, TX 76107

PROJECT: BCRWWS East WWTP Expansion (Construction Phase Services)

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and Plummer Associates, Inc., hereinafter called the “Engineer.”

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 9th day of April, 2020 for the BCRWWS East WWTP Expansion (Construction Phase Services) Project in the amount of \$4,931,846.00; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on the 14th day of September 2023 to amend the scope of services and to increase the compensation by \$144,715.11 to a total of \$5,076,561.11; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on the 22nd day of February 2024 to amend the scope of services and to increase the compensation by \$250,000.00 to a total of \$5,326,561.11; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on the 24th day of July, 2025 to amend the scope of services and to increase the compensation by \$1,456,058.00 to a total of \$6,782,619.11; 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 \$1,427,698.00 to a total of \$8,210,317.11;

NOW THEREFORE, premises considered, the City 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 \$1,427,698.00 the maximum amount payable under the Contract for a total of \$8,210,317.11, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

PLUMMER ASSOCIATES, INC.

By: Mary Portillo

Printed Name: Mary Portillo

Title: Principal in charge

Date Signed: 7/14/2020

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

Date

ADDENDUM TO EXHIBIT B
Engineering Services

Attached Behind This Page



Exhibit B

Scope of Services

CITY OF ROUND ROCK

Brushy Creek Construction Phase Services

Supplemental Services Request 4

The services to be provided under this Supplemental Services Request are organized into the following tasks, which include Construction Management (CM), Resident Project Representative (RPR), engineering support, and PLC/HMI programming and field verification services. This supplemental scope is required to provide continued support during the extended construction period resulting from the contractor's delay in achieving completion of the Work. Under the contractor's bid, the Work was to be completed by February 1, 2023, and this Supplemental Services Request No. 4 is required to continue services associated with completion of the remaining Work. For budgeting purposes, project completion is assumed to be August 31, 2026.

Task 1 – Construction Management and RPR Services

During construction of the Brushy Creek Expansion project, Plummer shall provide Construction Management (CM) and Resident Project Representative (RPR) services as described in this task. The contractor remains solely responsible for performing the work in accordance with its contract with the City of Round Rock, and Plummer's CM and RPR services do not relieve the contractor of any of its contractual obligations.

1.1 – Construction Management Services

1.1.1 – Project Coordination and Meetings

Plummer will support overall project coordination by preparing weekly meeting agendas and minutes, attending weekly meetings and site visits, and coordinating with the City and project team regarding project status, outstanding items, and next steps.

1.1.2 – Project Controls and Progress Tracking

Plummer will review and maintain project controls documentation, including submittal, RFI, and schedule logs used to track project progress. Services will also include continued tracking of punch list items documented in Projectmates and support for weekly monitoring of remaining work through coordination and site walks, as needed.

1.1.3 – Contract Administration and Closeout Support

Plummer will support the City of Round Rock with final pay estimates, project closeout documentation, and final change order assistance, as required by the contract. Construction management services will also include leadership and contractor coordination intended to

facilitate completion of the contractor's remaining obligations, with items tracked weekly through site walks and ongoing follow-up. Brushy Creek Construction Services construction management support is anticipated at an average of 24 hours per week through the project completion date, and EIT support is anticipated at an average of 24 hours per week through the project completion date.

1.2 – RPR Services

1.2.1 – Correspondence

The RPR will serve as the primary point of contact for project communications among the City, contractor, and project team on the Brushy Creek Expansion project. The RPR shall have access to the Work whenever it is in preparation or in progress. Brushy Creek Construction Services RPR support is anticipated at an average of 48 hours per week through the project completion date.

1.2.2 – Project Documentation

The RPR will maintain daily reports documenting project progress, observations, photos, and videos for each site visit. Each daily report will include notes on onsite personnel, equipment, observed construction activities, and testing agencies. A sample RPR report is attached to this scope of work.

1.2.3 – Field Observation

The onsite RPR will provide field observation to assess the contractor's conformance with the plans and specifications and will notify the contractor and the City of Round Rock of any observed nonconforming work, while monitoring the progress of the contractor's corrective actions. The onsite RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractor, or for the safety precautions and programs incident to the contractor's work.

Task 2 – Engineering Support

2.1 – Engineering Project Management Support

Plummer will provide engineering support through the project completion date. The Engineering Project Manager will be available for an average of 8 hours per week to support coordination, technical input, and issue resolution, as needed.

2.2 – Electrical/Structural/Architectural Subconsultant Support

Plummer's electrical/structural/architectural subconsultant will provide engineering support and technical assistance, as identified in the Fee Schedule and as requested by the City and project team.

2.3 – Site Civil and Mechanical Subconsultant Support

Plummer's site civil and mechanical subconsultant will provide engineering support and technical assistance, as identified in the Fee Schedule and as requested by the City and project team.

Task 3 – PLCs and HMI Programming and Field Verification Services

Plummer will provide PLC and HMI programming modifications, field checkout, startup, and related technical support for the remaining areas of work associated with the Brushy Creek Expansion project, as described in this task.

3.1 – PLC and HMI Modifications

Services under this subtask will include PLC and HMI programming modifications required to support field checkout, startup, and commissioning of the remaining project systems. Work may include debugging PLC logic, updating HMI screens and database links, restoring proper system addressing, and making other programming changes necessary to support system functionality.

3.2 – Field Checkout and Startup Services

Plummer will provide field checkout and startup services for the remaining areas of work. Services may include establishing communications with mixers, VFDs, PLCs, instrumentation, and other ethernet devices; testing inputs and outputs; configuring VFDs; testing control loops; verifying data availability to the HMI; and supporting field testing and commissioning activities necessary to place the systems into operation.

3.3 – Areas of Work

- Area 400 – Train 1 Aeration, Basins 1 and 2: field checkout services, including communications with mixers, I/O testing, VFD configuration, control loop testing, PLC logic debugging, and HMI updates.
- Area 400 – Train 1 Aeration, Basins 3 and 4: field checkout services, including communications with mixers, I/O testing, VFD configuration, control loop testing, PLC logic debugging, and HMI updates.
- Area 400 – Train 2 Aeration, Basins 1 and 2: field checkout services, including communications with mixers, I/O testing, VFD configuration, control loop testing, PLC logic debugging, and HMI updates.
- Area 400 – Train 2 Aeration, Basins 3 and 4: field checkout services, including communications with mixers, I/O testing, VFD configuration, control loop testing, PLC logic debugging, and HMI updates.
- Area 500 – Influent Lift Station ILS2: communications for replaced or repaired VFDs, decommissioning of temporary motor starters, and HMI database updates to restore proper system addressing.
- Area 550 – Alum Feed Systems at the Chemical Building: field testing of I/O, VFD configuration, ethernet device configuration and tie-in, PLC code testing and debugging, and verification of HMI database and screens.
- Area 650 – RAS/WAS: no items are currently identified under this task.
- Area 750 – Reuse System: no items are currently identified under this task.
- Area 800 – East Electrical Building: I/O field testing, VFD configuration for PLC communications, ethernet instrumentation configuration and testing, control loop field testing, PLC code changes, and HMI data and link updates.
- Area 1100 – Sludge Storage Tanks: no items are currently identified under this task.

- Area 1350 – Dewatering Building: I/O field testing, including confirmation of hopper level signals and flowmeter level signals on belt presses 3 and 4, and verification that HMI data is reported correctly.
- Area 1500 – Chemical Building: no items are currently identified under this task.

Task 4 – Project Work List and OPCC

4.1 – Remaining 30 MGD Expansion Project Work List

Plummer will provide the City of Round Rock with a comprehensive list of remaining items on the 30 MGD Expansion Project after the contractor has ended their work, including incomplete work, deficient work, or incorrectly installed work by the contractor that will need to be completed as part of the 40 MGD Design Package.

4.2 – Opinion of Probable Construction Cost

This deliverable will also include an associated Class 3 Opinion of Probable Construction Cost (OPCC).

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

ID	Task Name	Baseline Start	Baseline Finish	Baseline3 Finish	Finish Variance																								
Task Mode						1, 2020	Half 2, 2020	Half 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025	Half 1, 2026	Half 2, 2026	Half 1, 2027	Half 2, 2027	Half 1, 2028	Half 2, 2028						
1	Construction Project Management	Mon 3/30/20	Tue 9/26/23	Mon 8/31/26	0 days																								
2	0. Pre-Construction Activities	Mon 3/30/20	Mon 6/1/20	NA	0 days																								
3	Engineers Notice to Proceed from City Council	Mon 3/30/20	Mon 3/30/20	NA	0 days																								
4	Pre-Construction Meeting	Tue 3/31/20	Tue 3/31/20	NA	0 days																								
5	General Contractors Mobilization	Wed 4/1/20	Mon 6/1/20	NA	0 days																								
6	1. Engineering Services During Construction	Wed 4/15/20	Tue 1/31/23	Mon 8/31/26	0 days																								
7	Monthly Engineer Site Visits	Thu 5/28/20	Thu 1/26/23	Mon 8/31/26	0 days																								
41	Special Engineer Inspections (as arranged by CM)	Fri 5/1/20	Fri 3/31/23	NA	0 days																								
55	Preselected Equipment Coordination (as directed by CM)	Fri 5/1/20	Thu 4/7/22	NA	359 days																								
56	Engineer assistance with Submittal Reviews and any associated document control or processing (RFIs, CMRs and PCMs)	Wed 4/15/20	Sun 4/3/22	Mon 8/31/26	370 days																								
57	2. Onsite Management & Admin Services	Mon 3/30/20	Tue 1/31/23	Mon 8/31/26	0 days																								
58	Submittal Reviews and any associated document control or processing (RFIs, CMRs and PCMs)	Mon 3/30/20	Sat 10/1/22	Mon 8/31/26	1197 days																								
59	Site Visit Coordination	Mon 3/30/20	Sat 10/1/22	Mon 8/31/26	1211 days																								
60	Construction Observation Documentation	Mon 3/30/20	Sat 10/1/22	Mon 8/31/26	0.13 days																								
61	Monthly Construction Progress Meetings	Wed 5/6/20	Fri 2/30/23	Mon 8/31/26	243 days																								
97	Monthly Progress Reports	Fri 4/24/20	Tue 3/28/23	NA	461 days																								
135	Monthly Pay Estimate Reviews	Mon 5/4/20	Fri 3/3/23	Mon 8/31/26	486 days																								
172	Testing & Special Inspections	Mon 6/1/20	Fri 11/5/21	Mon 8/31/26	1422 days																								
173	Milestone Substantial Completion Reviews	Mon 6/1/20	Tue 1/31/23	NA	0 days																								
174	NTP Construction Activities on Site	Mon 6/1/20	Mon 6/1/20	NA	0 days																								
175	Phase 1 - Early Improvements	Mon 6/1/20	Mon 5/31/21	NA	0 days																								
176	Phase 2b - New Treatment Train & Associated Facilities substantial completion	Mon 6/1/20	Wed 8/31/22	NA	0 days																								
177	Phase 3 - Modification to Aeration Basin Train 2	Mon 6/1/20	Fri 8/19/22	NA	620 days																								
178	Phase 4 - Project substantial completion except for phase 5	Mon 6/1/20	Sat 11/12/22	NA	1053 days																								
179	Phase 5 - Mods to Aeration Basin Train 1 and conversion from gas to liquid CI feed	Mon 6/1/20	Wed 1/4/23	NA	1000 days																								
180	Final Completion	Mon 6/1/20	Tue 1/31/23	Mon 8/31/26	1308 days																								
181	3. Post Construction Services	Mon 6/1/20	Tue 9/26/23	Mon 8/31/26	0 days																								
182	Engineer Substantial Review		NA	NA Mon 8/31/26	0 days																								
183	Engineer Final Completion Review			Mon 8/31/26	1491 days																								
184	Start-up Services	Mon 6/1/20	Tue 9/26/23	Mon 8/31/26	247 days																								
185	Phase 1 - Early Improvements	Mon 6/1/20	Mon 6/1/20	NA	0 days																								
186	Phase 2a - New Treatment Train & Associated Facilities	Mon 6/1/20	Tue 5/17/22	NA	0 days																								
187	Phase 3 - Modifications to Aeration Basin Train 2 & New UV	Mon 6/1/20	Tue 9/26/23	NA	0 days																								
188	Phase 4 - Project Substantial Completion	Mon 6/1/20	Sat 11/12/22	NA	1053 days																								
189	Phase 5 - Modifications to Aeration Basin Train 1 and conversion from gaseous to liquid chemical feed	Tue 6/2/20	Thu 1/5/23	NA	999 days																								
190	Final Completion	Mon 6/1/20	Tue 1/31/23	Mon 8/31/26	1308 days																								
191	Record "As-built" Drawings	Fri 1/6/23	Mon 3/6/23	Wed 9/30/26	1030 days																								
192	O&M Manual Assembly	Fri 1/6/23	Mon 3/6/23	Wed 9/30/26	1038 days																								
193	4. Project Management and Quality Assurance	Mon 3/30/20	Fri 3/31/23	Mon 8/31/26	456.13 days																								
Project: Plummer Construction Date: Thu 6/11/26		Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress																					
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline																							
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress																							
Page 1																													

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

City of Round Rock
Brushy Creek Expansion to 30 MGD - Supplemental Services 4 Construction Phase Services

Exhibit D _ v4

	Principal	Proj Mgr	Snr Electrical Eng.	Cons Mgr 7	Cons Mgr 5	RPR	EIT	Programmer	Clerical	Total Labor		Subs and Expenses			Total Fee	Percent of
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	Hours	Fee (\$)	FNI	KFA	Expenses	(\$)	Total Fee
												10%	10%	15%		
1 Resident Project Representative and Construction Management	57	0	0	576	1,470	83	724	0	12	2,922	\$ 616,066	\$ 287,254	\$ -	\$ 66,676	\$ 968,996	68%
1.0 Unbilled amount through June 26, 2026	37	0	0	336	990	83	484	0	4	1,934	\$ 404,143	\$ 139,347	\$ -	\$ 13,925	\$ 559,415	
1.1 - 1.2 Planned hours from June 26, 2026 through August 31, 2026 (10 weeks)	20	0	0	240	480		240	0	8	988	\$ 211,923	\$ 148,907	\$ -	\$ 51,750	\$ 412,580	
2 Engineering Support Services	62	350	0	0	0	0	214	0	1	627	\$ 140,703	\$ 109,458	\$ 39,336	\$ 3,662	\$ 253,823	18%
2.0 Unbilled amount through June 26, 2026	42	250	0	0	0		124	0	1	417	\$ 95,403	\$ 109,458	\$ -	\$ 662	\$ 205,523	
2.1 - 2.3 Planned hours from June 26, 2026 through August 31, 2026 (10 weeks)	20	100	0	0	0		90	0	0	210	\$ 45,300	\$ -	\$ 39,336	\$ 3,000	\$ 48,300	
3 PLC/HMI Programming and Field Verification Services	1	0	16	27	0	0	0	339	0	381	\$ 70,726	\$ -	\$ -	\$ 20,022	\$ 90,748	6%
3.0 Unbilled amount through June 26, 2026	1	0	3	27	0	0	0	225	0	254	\$ 46,876	\$ -	\$ -	\$ 18,822	\$ 65,698	5%
3.1 - 3.3 Planned hours from June 26, 2026 through August 31, 2026 (10 weeks)	0	0	13	0	0	0	0	114	0	127	\$ 23,850	\$ -	\$ -	\$ 1,200	\$ 25,050	2%
4 Project Work List and OPCC	8	50	8	60	0	0	120	8	16	270	\$ 54,266	\$ 5,566	\$ 7,964	\$ 7,000	\$ 66,832	5%
4.1 Project Work List	4	40	4	40	0	0	80	4	8	180	\$ 36,383	\$ -	\$ -	\$ 6,000	\$ 42,383	3%
4.2 OPCC	4	10	4	20	0	0	40	4	8	90	\$ 17,883	\$ 5,566	\$ 7,964	\$ 1,000	\$ 24,449	2%
TOTAL LABOR																
Total Labor Hours	127	400	24	663	1,470	83	1,059	347	29	4,200	\$ 881,761				\$ 1,313,565.84	
Labor Rates per Hour	\$340	\$250	\$300	\$250	\$225	\$140	\$150	\$175	\$140							
Total Amounts by Labor Category	\$ 43,265	\$ 100,000	\$ 7,050	\$ 165,625	\$ 330,694	\$ 11,620	\$ 158,790	\$ 60,681	\$ 4,036		\$ 881,761	\$ 402,278	\$ 47,300	\$ 96,359	\$ 1,427,698	
Labor Category Percent of Total Labor	4.9%	11.3%	0.8%	18.8%	37.5%	1.3%	18.0%	6.9%	0.5%		61.8%					
TOTAL EXPENSES (see breakdown below)																
Total Subconsultants											\$ 449,578					
Total Reimbursables											\$ 96,359					
GRAND TOTAL -											\$ 1,427,698					



PLUMMER AND ASSOCIATES, INC.

1320 South University Drive; Suite 300

Fort Worth, Texas 76107

MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION AMENDMENT #2

FNI Project: PLU20452

Client Contract: 0982-003-06

Date: 6/29/2026

Project Name:	Brushy Creek Regional East Wastewater Treatment System East Plant Expansion to 30 MGD – Construction Phase Services
Description of Services:	Additional Services for Electrical Site Visits, Meetings, and Coordination with Contractor
Deliverables:	Site Visit Reports, Responses to RFIs, and Record Drawings
Schedule:	May 1, 2026 to August 31, 2026
Compensation Type:	Cost Plus Expenses, Not to Exceed Fee
Current Contract Amount:	\$959,980
Amount of this Amendment:	\$140,430
Revised Total Amount Authorized:	\$1,100,410

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

PLUMMER AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____
Date: _____

FREESE AND NICHOLS, INC.

By: 
Name: Jason Ward, PE
Title: Principal & Vice President
Date: June 29, 2026

SCOPE OF SERVICES

AMENDMENT 2

**BRUSHY CREEK REGIONAL EAST WASTEWATER TREATMENT SYSTEM EAST PLANT EXPANSION TO 30 MGD
CONSTRUCTION PHASE SERVICES**

A. PROJECT UNDERSTANDING

Plummer Associates, Inc. (Client) retained Freese and Nichols, Inc. (FNI Team) to provide construction phase services for the Brushy Creek Regional East Wastewater Treatment System East Plant Expansion to 30 MGD.

Substantial completion of the project was anticipated in September 2023. Several delays, including the receipt and installation of electrical equipment and Contractor turnover, have extended the Substantial Completion of some key components of the electrical work. It is currently estimated that Substantial Completion will occur by August 31, 2026.

To cover the additional effort for General Site Representative, Site Visits, Bi-Weekly Meetings, Record Drawings, and Project Management, FNI is requesting Additional Fee to cover the effort through August 31, 2026. Should the actual date of Substantial Completion of the electrical aspects of this project extend past August 31, 2026, FNI will submit a request for additional funds to cover our efforts to complete the project if the schedule is extended further.

Task 1:

ENGINEERING SERVICES DURING CONSTRUCTION

Table 1 – Additional Services Summary

Item	Scope	Cost
Task 2.1 – General Site Representative	FNI personnel to provide General Project Rep services as needed to achieve project completion on or before August 31, 2026	\$55,466
Task – 2.3 Site Visits	FNI personnel to attend virtual Bi-Weekly meetings with the Contractor and Electrical Subcontractor to achieve project completion on or before August 31, 2026	\$34,139
Task 2 Subtotal		\$89,605

TASK 3:

POST CONSTRUCTION SERVICES

Table 2 – Additional Services Summary

Item	Scope	Cost
Task – 3.2 Project Record Drawings	FNI personnel to complete project record drawings	\$32,648
Task 3 Subtotal		\$32,648

TAKS 6:

PROJECT MANAGEMENT AND QUALITY ASSURANCE:

Table 3 – Additional Services Summary

Item	Scope	Cost
Task 4.3 - Project Management	Provide Project Management services to achieve project completion on or before August 31, 2026	\$13,118
Develop OPCC	Develop Opinion of Probable Cost for uncompleted work by Contractor	\$5,059
Task 6 Subtotal		\$18,177
Total Authorization		\$140,430

ARTICLE IV

TIME OF COMPLETION: FNI Team is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services **in accordance with the schedule presented in Table 3.**

Table 3 – Schedule Milestones

Milestone	Date
Notice to Proceed	May 1, 2026
Completion	August 31, 2026

If FNI Team's services are delayed through no fault of FNI Team, FNI Team shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI Team, governmental approvals, etc.

Brushy Creek Regional East WWTP East Plant Expansion
Amendment 2 - Construction Phase Services
June 29, 2026

	Project Fee Summary	
	Basic Services	\$ 140,430
	Special Services	\$ -
	Additional Services	\$ -
	Total Project	\$ 140,430

Basic Services
Special Services
Additional Services
Total Project

		Labor										Expenses		Total
Task	Task Description	David Hunn	Michael Schuster	Janet Frantz	Blane McGee	Alex Kavanaugh	Greg Gaskie	Brad Watson	John Rinacke	Total Hours	Total Labor Effort	Tech Charge	Total Expense Effort	Total Effort
		\$366	\$287	\$214	\$157	\$244	\$234	\$403	\$208					
2.1	General Site Rep		60		86	30	20	27		223	\$ 53,571	223	\$ 1,896	\$ 55,466
2.3	Site Visits		48		48	11	11	16		134	\$ 33,000	134	\$ 1,139	\$ 34,139
3.2	Record Drawings			80	90					170	\$ 31,203	170	\$ 1,445	\$ 32,648
4.3	Project Management	35								35	\$ 12,821	35	\$ 298	\$ 13,118
	Develop OPCC for Uncomplete Work by Contractor		4		2	2	2	2	8	20	\$ 4,890	20	\$ 170	\$ 5,060
Total Hours / Quantity		35	112	80	226	43	33	45	8	582		582		
Total Effort		\$ 12,821	\$ 32,131	\$ 17,096	\$ 35,423	\$ 10,482	\$ 7,730	\$ 18,134	\$ 1,667		\$ 135,483	\$ 4,947	\$ 4,947	\$ 140,430

SCOPE OF SERVICES
Brushy Creek East Regional WWTP 30 MGD Expansion
Amendment 4 – Additional Construction Phase Services

The Brushy Creek East Regional Wastewater Treatment Plant (Plant) is owned by the Brushy Creek Regional Wastewater System (BCRWWS), who are the Cities of Round Rock, Cedar Park, and Austin (Partners). The City of Leander will become a part owner on completion of the current expansion from 20 MGD to 30 MGD, which is currently under construction. Lochner is a subconsultant to Plummer Associates for this expansion to 30 MGD, which is currently under construction and has experienced significant delays due to the Contractor. The purpose of this scope of services is to provide additional construction phase services to account for the delays. The original scope of services assumed a 36-month construction period; however, the actual construction is more than 36 months behind schedule for a total assumed duration of 72 months. This scope of services assumes the construction and/or services will continue through August 31, 2026.

The following details Lochner's scope of services, fee, and assumptions for the Project.

SCOPE OF SERVICES:

1. Project Management – This task includes routine communication and coordination with Plummer and the Partners; managing manpower, budgets, and schedules; monthly invoicing and status reports; and other activities associated with managing the project for an additional five (5) months.
2. Site Visits – Lochner has made site visits throughout the duration of the construction phase, including multiple visits to perform substantial walk-throughs. Lochner will make an additional six (6) visits to the construction site to monitor the progress and quality of the work and to perform substantial and final walk-throughs to make a determination that the work has been completed in accordance with the contract documents.
3. Construction Progress Meetings – Lochner will participate in weekly progress meetings that are held virtually. A total of sixteen (16) two-hour construction progress meetings have been assumed. Travel to the site is not included.
4. RFI Review – Lochner will respond to Contractor's request for information (RFI). An additional five (5) RFI's are assumed to be submitted.
5. Start-up Services – Lochner has previously assisted with start-up services for the Influent Lift Station #2 (ILS #2); however, the previous attempts at start-up were unsuccessful by the Contractor. Lochner will support the start-up for ILS #2 when the submersible pumps are repaired and reinstalled, including office consulting, virtual start-up calls, and a full-day site visit to witness pump testing and full start-up.
6. Opinion of Probable Construction Cost (OPCC) – An OPCC for unfinished work within Lochner's design responsibilities will be developed.

FEE:

The estimated fee for the basic services described above, on a Time and Materials basis, is \$43,000.00. A fee breakdown by task is included herein.

ASSUMPTIONS:

- This scope of services assumes that construction and/or services will continue through August 31, 2026. If additional delays are encountered, future amendments may be required.
- The fee is based on the site visits, meetings, and RFIs assumed above. If additional reviews are necessary, this will be considered an additional service.
- Inspection services will be provided by the City and/or Plummer. Lochner will perform routine site visits as described above; however, Lochner will not be responsible for detailed inspection of the Contractor's work.
- Plummer will lead coordination with the City and Contractor, and Lochner will support Plummer as necessary.
- No design is included in this scope of services.
- The Partners will give prompt notice to Lochner whenever the Partners observes or becomes aware of any development that affects the scope or timing of Lochner's services.
- The project will be performed in a continuous manner without significant work stoppages or delays.

MANPOWER/BUDGET ESTIMATE - AMENDMENT 4
BRUSHY CREEK REGIONAL WASTEWATER TREATMENT FACILITY - EAST PLANT
EXPANSION TO 30 MGD

Task	Project Manager Hrs	Senior Engineer Hrs	EIT Hrs	Admin Hrs	Total Hrs	Labor Cost \$	Expenses \$	Total Cost \$
1 Project Management	12			8	20	\$4,440		\$4,440
2 Site Visits	16		24		40	\$8,760	\$500	\$9,260
3 Construction Progress Meetings	16		32		48	\$10,080		\$10,080
4 RFI Review	6		8		14	\$3,120		\$3,120
5 Start-up Services	16		24		40	\$8,760	\$100	\$8,860
6 OPCC - Unfinished Work	8	8	16		32	\$7,240		\$7,240
Total Amendment 4	74	8	104	8	194	\$42,400	\$600	\$43,000