EXHIBIT A

STATE OF TEXAS

§ § §

COUNTY OF WILLIAMSON

SUPPLEMENTAL CONTRACT NO. 4 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
BCRWWS East WWTP Tertiary Filters Preliminary Engineering
Report (PER)

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 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, the City and Engineer executed Supplemental Contract No. 3 on July 25, 2024 to amend the scope of services and to increase the compensation by \$561,302.00 to a total of \$1,896,510.50; 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 \$137,569.00 to a total of \$2,034,079.50;

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

I.

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

<u>Article 2, Engineering Services</u> and <u>Exhibit B, Engineering Services</u> shall be amended as set forth in the attached <u>Addendum to Exhibit B</u>. <u>Exhibit C, Work Schedule</u> 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 \$137,569.00 the maximum amount payable under the Contract for a total of \$2,034,079.50, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

By: ______ Date

PLUMMER AND ASSOCIATES, INC.

CITY OF ROUND ROCK	APPROVED AS TO FORM:					
By:Craig Morgan, Mayor	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 SUPPLEMENTAL

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

- Continue to 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 UES Professional Solutions 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 consultants 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

Due to the revised baseline schedule sent by the Contractor in July 2025, the construction duration has extended beyond the originally anticipated completion in July 2025. This supplemental provides additional engineering support services to continue construction administration through January 2026. This scope covers continued support and coordination with the City, Contractor, and stakeholders during the construction phase, excluding services already budgeted under post-construction and integration tasks. The original scope covered 150 submittals (current total to date is 189) and 50 RFIs (current total to date is 58).

Budgeted hours and fees for Post-Construction Services (e.g., startup, record drawings, O&M manual development) and SCADA Integration are not impacted and will be funded by the existing authorization.

1 ENGINEERING SERVICES DURING CONSTRUCTION

1.1 CONSTRUCTION PROGRESS MEETINGS

Engineer will attend and facilitate up to five (5) additional monthly 1-hour construction progress meetings between August and December 2025. 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 SITE VISITS

Engineer will conduct up to five (5) additional monthly site visits to observe construction progress, review conformance with design intent, and identify any quality or coordination issues. Each visit will include a brief field report with photos and observations. Special attention will be given to yard piping installations, canopy erection, equipment placement, electrical installations, and tertiary filters startup readiness.

1.3 DOCUMENT REVIEW

Engineer will provide ongoing review and response for the following additional items anticipated due to the extended construction:

- Review of up to fifty-five (55) additional submittals and resubmittals
- Response to up to twenty-five (25) additional Requests for Information (RFIs)
- Evaluation of up to five (5) additional substitution requests

Reviews will be conducted for conformance with the contract documents and alignment with the design intent. Reviews exceeding the quantities listed above will be considered additional services.

1.4 CHANGE ORDERS

The Engineer will provide technical review and documentation for:

- Up to three (3) additional contractor-initiated change order proposals
- Up to ten (10) additional clarifications or field orders

This scope includes evaluating the merit and technical basis of proposed changes, preparing supporting documentation, and assisting with coordination and implementation. The Engineer will work closely with the City to maintain project continuity and effectively address field-driven modifications. Requests exceeding these quantities will be considered additional services.

1.5 REJECTION OF WORK:

Engineer will support the City and Construction Manager in documenting and addressing any required rejections of non-conforming work. This includes engineering review of field issues, coordination with Contractor, and preparation of supporting documentation.

2 PROJECT MANAGEMENT AND QUALITY CONTROL

The Engineer will maintain oversight and coordination responsibilities throughout the extended construction period. Activities will include:

- Updating action items, and track construction progress.
- Issuing monthly progress updates summarizing task completion, outstanding issues, and budget status.
- Facilitating coordination among design, construction, and quality control teams to ensure timely resolution of technical issues and submittal reviews.

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 additional services.

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. The substitution of materials or equipment or design modifications requested by the City are an additional service.

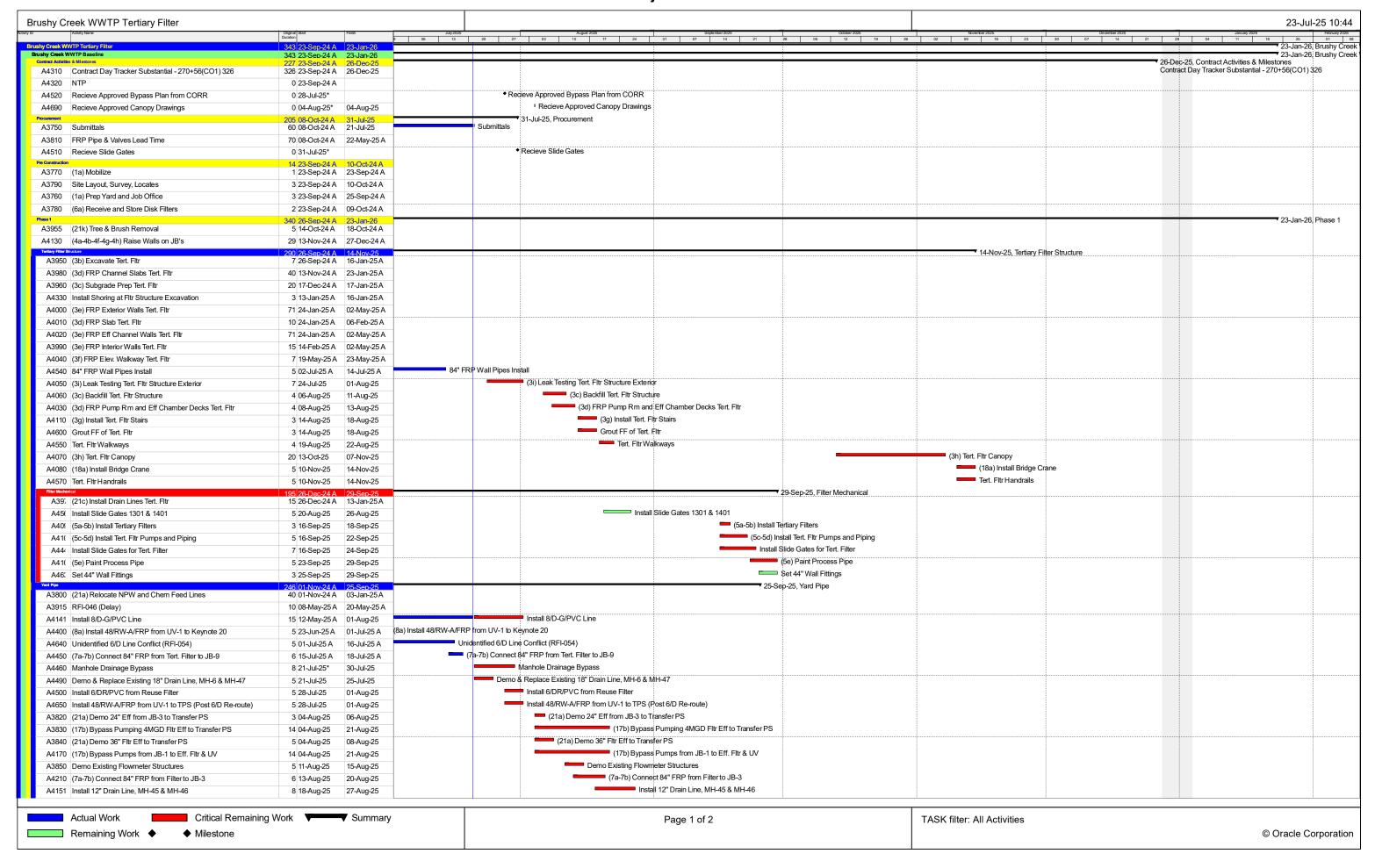
III. QUALITY ASSURANCE TASKS FOR SERVICES NOT LISTED

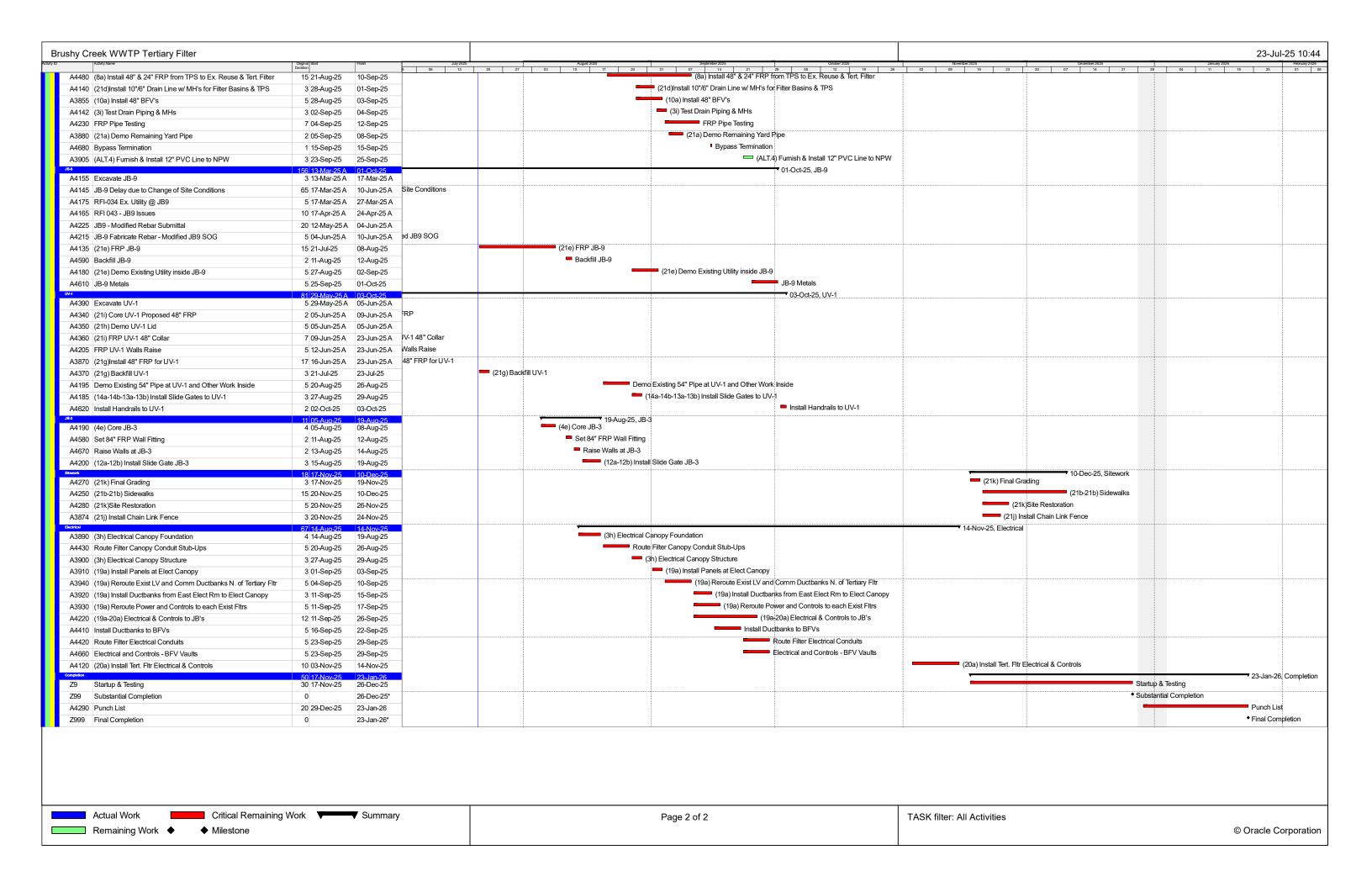
Engineer will <u>NOT</u> provide Quality Assurance tasks associated with geotechnical, special inspections and additional survey services.

ADDENDUM TO EXHIBIT C Work Schedule

Attached Behind This Page

Exhibit C - Project Schedule





ADDENDUM TO EXHIBIT D Fee Schedule

Attached Behind This Page



Exhibit D - Fee Schedule

Project Number: 0982-011-01

Date:

8/13/2025

CONSTRUCTION PHASE SERVICES - SUPPLEMENTAL

Version:

	Project Manager (hrs)	Project Engineer (hrs)	EIT (hrs)	CAD (hrs)	Sr. Electrical Engineer (hrs)	Plummer Labor (hrs)	Plummer Fee (\$)	KFA Fee (\$)	FNI Fee (\$)	Subs Total \$		otal (\$)
CONSTRUCTION ADMIN. SERVICES	159	149	139	0	75	522.00						
1 Engineering Services During Construction	105	105	115	0	75	400	\$ 85,200	\$ 7,820	\$ 14,430	\$ 24,475	\$	109,675
1.1 Construction Meetings	15	15	15		5	50	\$ 10,100	\$ 3,910		\$ 4,301	\$	14,401
1.3 Site Visits	5	5	5		5	20	\$ 4,450	\$ 3,810		\$ 4,191	\$	8,641
1.4 Quality Assurance	5	5	5		5	20	\$ 4,450			\$ -	\$	4,450
1.5 Document Review						0	\$ -			\$ -	\$	-
1.5.1 Submittal Review	30	30	40		20	120	\$ 24,950			\$ -	\$	24,950
1.5.2 Substitutions Review	5	5	5		5	20				\$ -	\$	4,450
1.5.3 RFI Review	25	25	25		25	100	\$ 22,250			\$ -	\$	22,250
1.6 Change Orders & Rejection of Work	20	20	20		10	70	\$ 14,550			\$ -	\$	14,550
1.7 Substantial and Final Completion Review						0	\$ -	\$ 100		\$ 110	\$	110
3 Project Management and Quality Control	54	44	24	0	0	122	\$ 24,110	\$ 3,440	\$ -	\$ 3,784	\$	27,894
3.1 Project Management Activities	30	20				50	\$ 10,550	\$ 1,520		\$ 1,672	\$	12,222
3.3 QC Reviews						0	\$ -			\$ -	\$	-
3.4 Coordination with Pre-Procured Equipment Vendor						0	\$ -			\$ -	\$	-
3.5 Meetings with City Management	24	24	24	•		72	\$ 13,560	\$ 1,920		\$ 2,112	\$	15,672
TOTAL CONSTRUCTION	159	149	139	0	75	522	\$ 109,310	\$ 11,260	\$ 14,430	\$ 28,259	\$	137,569
Previously Authorized Fee											\$ 1,	,896,511
Updated Contract Total											\$ 2,	.034,080

801 Cherry Street, Suite 2800 + Fort Worth, Texas 76102 + 817-735-7300 + FAX 817-735-7491

www.freese.com

August 8, 2025

Plummer, Inc. 8911 N Capital of TX Hwy Bldg 1 – Suite 1350 Austin, Texas, 78759

Re: Brushy Creek East Regional WWTP Expansion – Filters Project Additional Construction Services

Dear Perran Hutton,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing additional construction services due to the construction duration increasing by 5 months to Plummer, Inc. (CLIENT) for the Brushy Creek East Regional WWTP Expansion – Filters project.

PROJECT UNDERSTANDING

Our understanding is that Plummer will be the Prime to the Brushy Creek Regional Wastewater System Partners (Owner). FNI will be a sub-consultant to Plummer on this project. Our understanding of the scope of work for FNI under this proposal is detailed in Exhibit B.1.

ARTICLE I - COMPENSATION

FNI proposes to provide Basic Services as described herein for the lump sum fee of Fourteen Thousand Four Hundred Thirty Dollars (\$14,430).

TASK	FEE			
Basic Services Total	\$ 14,430			

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,

FREESE AND NICHOLS, INC.

Vimal Nair, PE

Principal/Vice President

Attachments:

EXHIBIT "B.1" - Scope of Services