SHORT FORM OF AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of LaVernia ("Owner") and Plummer Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: City of LaVernia Wastewater Master Plan ("Project").

Consultant's services under this Agreement are generally identified as follows: The City of La Vernia, Texas, has requested the Consultant to develop a Wastewater Master Plan to evaluate the Owner's existing wastewater collection and treatment systems, identify capacity and operational deficiencies, assess future service area expansion needs, and establish a prioritized 10-year Capital Improvement Plan (CIP). The project will include hydraulic modeling of the collection system, evaluation of future wastewater demands associated with westward growth, assessment of alternatives for integrating future treatment facilities, and a capacity evaluation of the existing wastewater treatment plant. ("Services").

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above ("Additional Services").

B. Consultant shall complete its Services within the following specific time period: 180 days from notice to proceed. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.

C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Parties agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures below.

Parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to

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mediation. Parties agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days. The mediation will be conducted with a professional mediation company such as JAMS, JAG or other professional mediation company that the Parties may agree upon. Each party shall be responsible for half the mediator's fees and shall be responsible for their own associated attorney's fees and costs. If the parties fail to resolve a Dispute through mediation then, the parties may exercise their rights at law

B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Consultant for Services as follows:

A Lump Sum amount of $174,446.00.

In addition to the Lump Sum amount, reimbursement for the following expenses: None.

B. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period and the total Services completed to date.

2.03 *Additional Services:* For Additional Services, Exhibit B will be used. Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 9.01.B.

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c. Consultant shall have no liability to Owner on account of a termination for cause.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *Insurance*

A. Consultant will procure and maintain the following insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance.

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Coverage	Policy limits of not less than:
Workers' Compensation	
State	**$1,000,000**
Employer's Liability	
Each accident	**$1,000,000**
Each employee	**$1,000,000**
Policy limit	**$1,000,000**
Commercial General Liability	
General Aggregate	**$2,000,000**
Personal and Advertising Injury	**$1,000,000**
Bodily Injury and Property Damage—Each Occurrence	**$1,000,000**
Automobile Liability	
Bodily Injury	
Each Person	**$1,000,000**
Each Accident	**$1,000,000**
Property Damage	
Each Accident	**$1,000,000**
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	**$1,000,000**
Excess or Umbrella Liability	
Each Occurrence	**$5,000,000**
General Aggregate	**$5,000,000**
Professional Liability	
Each Claim	**$3,000,000**
Annual Aggregate	**$3,000,000**
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	**$if required**
General Aggregate	**$if required**
Other Insurance [Specify]	
Each Claim	**$if required**
General Aggregate	**$if required**

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6.01 *Additional Insureds:*

A. Owner shall cause Consultant, its Subconsultants, and its Consultant's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project.

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

Plummer Associates, Inc.
Consultant

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2. During the term of this Agreement the Consultant shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Consultant's general liability policy.

7.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.

C. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.

D. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCC(s) prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.

F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

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any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, employees, and consultants;

Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and such limited license to Owner shall not create any rights in third parties.

G. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to $ 174,446 or the total amount of compensation received by Consultant, whichever is greater.

I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, or other causes that are beyond the reasonable control of the Consultant, whether similar or dissimilar to any of the foregoing, that cause the Consultant delay or additional expense ("*Force Majeure* Event"), then the Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If

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any Force Majeure Event renders Consultant's performance impossible or impracticable, Consultant has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a **Force Majeure** Event, Consultant will notify Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Consultant's performance, including its expected duration. Consultant will use reasonable good-faith efforts to mitigate the impact of any *Force Majeure* Event on Consultant's ability to perform under this Agreement.

8.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Exhibit B will be used for Amendments to this Agreement.

9.01 *Definitions*

A. *Contractor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10.01 *Exhibits to Agreement*

Exhibit A – Scope of Services

Exhibit B – Amendment to Owner-Consultant Agreement

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of LaVernia, TX	Consultant: Plummer Associates, Inc.
By: _____	By: _____
Print name: _____	Print name: Amy Lynn Middleton
Title: _____	Title: South and Central Texas Area Leader
Date Signed: _____	Date Signed: _____
	Consultant License or Firm's Certificate No. (if required): Firm No. 13
	State of: Texas
Address for Owner's receipt of notices:	Address for Consultant's receipt of notices:
_____	12500 San Pedro Avenue, Ste. 401
_____	San Antonio, TX 78216

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EXHIBIT A SCOPE OF SERVICES

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City of La Vernia

Wastewater Master Plan

Proposal

The City of La Vernia, Texas, has requested Plummer Associates, Inc. (PLUMMER) to develop a Wastewater Master Plan to evaluate the City's existing wastewater collection and treatment systems, identify capacity and operational deficiencies, assess future service area expansion needs, and establish a prioritized 10-year Capital Improvement Plan (CIP). The project will include hydraulic modeling of the collection system, evaluation of future wastewater demands associated with westward growth, assessment of alternatives for integrating future treatment facilities, and a capacity evaluation of the existing wastewater treatment plant (WWTP).

Basic Services for this project include the following tasks, each of which are detailed below:

1. Meetings
2. Existing Wastewater System
3. Future Service Area
4. System Integration
5. Wastewater Treatment Plant Capacity Evaluation
6. Capital Improvement Recommendations
7. Report
8. Project Administration

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1. Meetings

a. Kickoff Meeting: A virtual kickoff meeting will be held to discuss the project scope, goals and schedule. As part of the meeting, Plummer Associates, Inc. (PLUMMER) will obtain information from City staff on challenges within the wastewater collection system. In addition, potential future collection system/treatment options to be evaluated in subsequent tasks will be discussed at the kickoff meeting.
b. Progress meetings: PLUMMER will prepare for and facilitate three (3) project progress meetings to be held virtually. One meeting will take place following existing system and future system evaluations (Task 2 & 3) to discuss the collection system/treatment options; the second meeting will be following the system integration evaluation and wastewater treatment plant capacity evaluation to review recommendations (Task 4 & 5); and the third meeting will be held to review the 10-year CIP and report (Task 6 & 7).

2. Existing Wastewater System

a. Data Collection: PLUMMER will provide a request for information to collect, review, and organize available information necessary to evaluate the existing wastewater collection and treatment systems and support development of the wastewater master plan. Information requested from the City may include, but is not limited to:
    i. Existing GIS mapping and utility network data, including gravity sewers, force mains, manholes, lift stations, and related appurtenances.

ii. Record drawings, as-built plans, construction records, previous studies, master plans, capital improvement plans, and pertinent engineering reports.
iii. Historical operating data, including influent and effluent flow records, lift station run times, pump performance information, SCADA data, and available rainfall records.
iv. Existing wastewater treatment plant documentation, including process flow diagrams, hydraulic profiles, equipment inventories, maintenance records, permit documentation, compliance reports, and operational data.
v. Historical wastewater flow and loading information, including available flow monitoring data, billing data, customer account information, population data, and land use information necessary for flow allocation and projection development.
vi. Existing and proposed development information, including zoning maps, comprehensive plans, development agreements, and known growth or expansion areas identified by the City.
vii. Information related to planned infrastructure improvements, known capacity constraints, recurring maintenance issues, inflow and infiltration concerns, and operational challenges identified by City staff.
viii. PLUMMER will review the collected information, identify data gaps that could affect the planning-level evaluation, and coordinate with City staff regarding any additional information necessary to complete the analyses included in this scope.

b. Existing System Model: PLUMMER will create a hydraulic model for the existing system based on existing GIS files provided by the City. The City will provide PLUMMER as-built drawings and any needed field measurements of manhole depths or other necessary data of the existing wastewater system that will be modeled; otherwise, these locations will be modeled using industry assumptions.
    i. Flow metering and rain gauge monitoring: Available flow meter data and rain gauge data will be analyzed to quantify dry weather and wet weather flow and to calibrate the hydraulic models. Flow data is assumed to be provided by City SCADA system electronically, and no flow monitoring is included in this scope of work.
    ii. Existing flows will be allocated using geocoded water meters, current land use, winter billing data for the meters, and flow monitoring data.
    iii. Wastewater flow projections will be developed based on City discussions and available projections and flow data.
    iv. The hydraulic model will be calibrated to available flow monitoring and rainfall data to the extent practical based on available system information.
    v. Existing capacity limitations, hydraulic bottlenecks, and areas susceptible to surcharge conditions will be identified and documented.
c. Lift Station Testing: PLUMMER will conduct field testing up to four (4) lift stations anticipated to be modeled. PLUMMER will provide up to two (2) staff for testing and City will provide at least one (1) staff to assist in efforts.
d. In conjunction with the City, PLUMMER will recommend design criteria, including the design storm, allowable system surcharging, minimum and maximum pipe velocities and line replacement/line parallel criteria.

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3. Future Service Area

a. In coordination with City staff, PLUMMER will evaluate anticipated development trends and future growth projections within the proposed western expansion area.
b. Future wastewater flow projections will be developed using available development plans, projected land uses, population growth information, and industry-standard wastewater generation factors.
c. Future service area will be added to the wastewater existing system model developed in previous tasks to determine recommendations for system integration of proposed west wastewater treatment plant with existing wastewater service area and treatment plant.

4. System Integration

a. Existing and ultimate capacity for 10-year plan improvements will be evaluated using the model and existing/ultimate loading.
b. In conjunction with the City, PLUMMER will develop and evaluate up to two (2) potential collection system/treatment options to serve ultimate flows in the system, potentially including options for separate wastewater systems, combined system with both plants in service, or combined system with one plant in service. Options will be presented to and selected by the City.
c. A ranking exercise will be performed (Progress Meeting #3) and a preferred option will be selected for phasing into the CIP.
d. Alternatives will be evaluated based on capital cost, operational complexity, long-term reliability, regulatory considerations, expandability, and overall lifecycle benefits.

5. Wastewater Treatment Plant Capacity Evaluation

a. Data Collection and Gap Assessment: PLUMMER will collect and review available documentation including existing plant drawings and record documents, process flow diagrams and hydraulic profiles, operating permits and recent compliance reports, historical flow and loading data, operations and maintenance records, equipment inventories and maintenance logs, previous studies and master plans.
b. Process and Capacity Evaluation:
    i. Review historical influent and effluent performance.
    ii. Compare current operations to permit requirements.
    iii. Evaluate process performance under current and projected loading conditions, based on equipment capacity, as-built drawings, and loading requirements (no process modeling included in this scope).
    iv. Assess available treatment capacity and identify process bottlenecks.
    v. Evaluate resiliency, redundancy, and reliability of critical treatment processes.
    vi. Identify operational risks and regulatory vulnerabilities.
c. Regulatory and Operational Compliance Review
    i. Review compliance history and permit requirements.
    ii. Identify process, equipment, or operational deficiencies affecting permit compliance.
    iii. Evaluate monitoring, reporting, and laboratory capabilities.
    iv. Identify opportunities to improve operational efficiency and reliability.
    v.

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6. Capital Improvement Recommendations

a. Based on results of the capacity evaluation, service area expansion, and preferred system integration, recommendations for increased sizing and/or new infrastructure will be developed and compiled into a phased 10-yr capital improvement plan.
b. Planning-level opinions of probable construction cost (OPCCs) and relevant project information will be developed for each improvement recommendation.
c. Recommended improvements will be prioritized as Immediate (0-2 years), Near-Term (3-5 years), and Long-Term (6-10 years) implementation projects and summarized into project information sheets for major improvement recommendations.
d. Improvement recommendations will be presented at a planning level suitable for future budgeting, capital planning, and funding pursuits.

7. Report

a. PLUMMER will prepare a Draft Wastewater Master Plan Report documenting:
    i. Existing collection system evaluation
    ii. Hydraulic modeling methodology and results
    iii. Future growth projections
    iv. Future service area analysis
    v. System integration alternatives evaluation
    vi. Capacity and compliance assessment
    vii. Recommended capital improvements
    viii. Planning-level OPCCs
    ix. Prioritized 10-year CIP
b. One electronic draft report will be submitted for City review.
c. PLUMMER will incorporate one consolidated round of comments and prepare a final report. Three (3) printed copies and one electronic PDF copy will be provided.

8. Project Management

a. Project management includes coordination of project tasks, development and ongoing management of the project schedule, preparation of progress reports and invoices, oversight of quality control activities and other administrative tasks necessary for successful completion of the project.

Additional Services

Additional Services are tasks not included in the above-described Basic Services and are to be performed by Plummer only as authorized by the Client in writing as an amendment to this agreement. These services would be for an additional agreed-upon fee via amendment to this scope of services. These services could include, but are not limited to:

A. Additional meetings beyond the number of meetings listed in Basic Services
B. Assistance with on-site data collection or field services, not defined in Basic Services
C. Conversion of any hard copy data, specified in the Basic Services to be provided in electronic format by the Client, to electronic format
D. Additional modeling and analysis to include conditions that are not listed in Basic Services
E. Wastewater process modeling and/or analysis

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F. Water and/or wastewater system mapping services, either via creation of hardcopy or online server maps, outside of those produced as supporting figures for the project report
G. Preliminary or detailed design of recommended improvements listed in the project report
H. Additional flow monitoring programs, temporary flow metering, rainfall monitoring, or wastewater sampling.
I. Detailed structural, electrical, mechanical, or process evaluations requiring specialty subconsultants.
J. Funding assistance, grant applications, TWDB funding support, or preparation of environmental documentation.
K. Condition assessment of the existing wastewater treatment plant facilities including field visits and asset rankings of infrastructure.
L. Development of improvements at the existing wastewater treatment plant facilities to be incorporated in the 10-year CIP.

Assumptions

The following assumptions form the basis of PLUMMER's scope, schedule, and fee. If these assumptions are found to be materially different during the course of the project, adjustments to the scope, schedule, or fee may be required through mutual agreement between the City and PLUMMER.

A. Existing GIS data, record drawings, and operational data provided by the City are assumed to be substantially complete and suitable for planning-level analysis.
B. Hydraulic modeling recommendations will be developed for planning purposes and are not intended as final design documents.
C. Future land use assumptions, development projections, and growth scenarios will be developed in collaboration with City staff.
D. Plant staff will provide access to all facilities and available operational records.
E. Detailed structural evaluations, electrical evaluations, geotechnical investigations, and equipment testing are not included unless specifically authorized.
F. No design services are included.
G. Cost estimates will be planning-level opinions suitable for budgeting and CIP development.

Exclusions

The following items are specifically excluded from the Basic Services described herein unless otherwise authorized in writing by the City and incorporated into the scope as Additional Services. These exclusions are intended to clarify the limits of the planning-level analyses and evaluations included in this project.

A. Flow monitoring.
B. Detailed structural engineering analysis.
C. Hazardous materials investigations.
D. Electrical arc flash studies.
E. Surveying, geotechnical, or subsurface investigations.
F. Pilot testing.
G. Detailed design, permitting, and construction phase services.
H. CCTV inspection of gravity sewer mains.

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I. Detailed equipment testing, vibration analysis, or non-destructive testing.
J. Preparation of permit amendments or TPDES permit application.
K. Survey-grade verification of system infrastructure.

Schedule

Basic Services will be completed within approximately 180 calendar days following receipt of all requested information and notice to proceed. Delays in receiving requested information, field access, or City review comments may result in corresponding schedule adjustments.

Compensation

Compensation for Basic Services will be paid on a “Lump Sum” basis for a total fee of $174,446 based on monthly estimated percentage completion of the overall project.

Task	**Cost (Fixed Fee)**
Meetings	$13,880
Existing System	$34,256
Future System	$10,100
System Integration	$9,225
WWTP Capacity Evaluation	$17,850
CIP Recommendations	$33,875
Report	$38,565
Project Management	$16,695
Basic Services Total	**$174,446**

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This is **Exhibit B**, Amendment**,** referred to in and part of the Agreement between Owner and Engineer for Professional Services.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. **Enter Amendment Number**

Owner: **Name of Consultant**
consultant: **Name of Subconsultant**
Project: **Name of Project**
Effective Date of Owner-Consultant Agreement: **Effective Date**
Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Consultant
- ☐ Modifications to services of Consultant
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Consultant
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed (i.e., description of Additional Services, modifications to Responsibilities, Schedule modification). Use an attachment if necessary. Include cost breakdown and documentation, if applicable

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

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Owner and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **Enter Effective Date of Amendment**. The Engineer and Consultant acknowledge that this Agreement shall not become enforceable until approved by **INSERT AGENCY OR OWNER, OTHERWISE OMIT**.

Owner	Consultant
_____	Plummer Associates, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

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