

**EXHIBIT****"A"**

STATE OF TEXAS                               §  
   §  
COUNTY OF WILLIAMSON               §

**SUPPLEMENTAL CONTRACT NO. 1  
TO CONTRACT FOR ENGINEERING SERVICES**

**FIRM:**            ALAN PLUMMER ASSOCIATES, INC. ("Engineer")  
**ADDRESS:**   6300 La Calma, Suite 400, Austin, TX 78752  
**PROJECT:**    BCRWWS East WWTP Expansion (Construction Phase Services)

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Alan 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**, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$144,715.11 to a total of \$5,076,561.11;

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

I.

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

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$144,715.11 the maximum amount payable under the Contract for a total of \$5,076,561.11, as shown by the attached Addendum to Exhibit D.

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

**ALAN PLUMMER ASSOCIATES, INC.**

**By:** Brian Beach, PE, CCM  Digitally signed by Brian Beach, PE, CCM  
DN: c=US, e=bbeach@plummer.com, o="Plummer Associates, Inc.",  
ou="Principal", cn="Brian Beach, PE, CCM",  
Date: 2023.08.25 15:24:03-05'00'

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08/25/2023

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**Date**

**CITY OF ROUND ROCK**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
**Craig Morgan, Mayor**

\_\_\_\_\_  
**Stephanie L. Sandre, City Attorney**

\_\_\_\_\_  
**Date**

## **ADDENDUM TO EXHIBIT A**

### **City Services**

The City of Round Rock will furnish to the Engineer the following items/information:

- Attend kickoff meeting and progress meetings as needed.
- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the project, including objectives and constraints and furnish copies of all standards which City will require to be included in the project.
- Assist Engineer by placing all available information pertinent to the Project, including previous information and any other data relative to the Project at the ENGINEER's disposal.
- Provide digital design files or any records available which would assist in the completion of the project development.
- Timely review and comment on the draft Report.

## **ADDENDUM TO EXHIBIT B**

### **Engineering Services**

#### **CITY OF ROUND ROCK**

#### **Brushy Creek Construction Services**

#### **Additional Resident Project Representative Services**

##### **1 Onsite Resident Project Representative (RPR) Services**

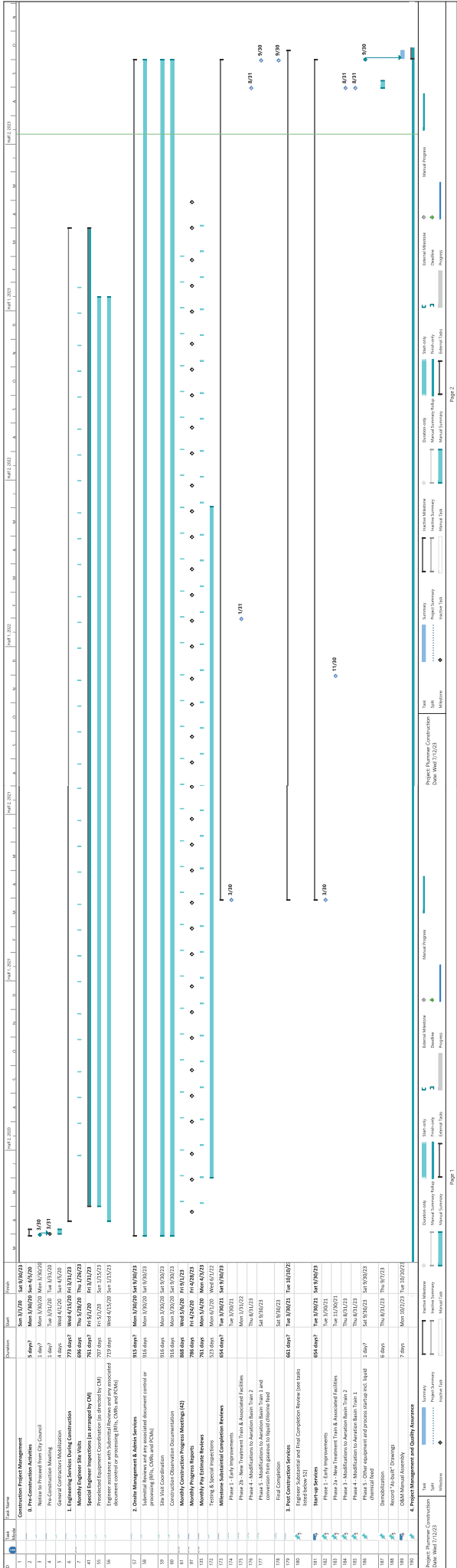
- 1.1 During construction of the Brushy Creek Construction Phase Services, Plummer shall provide an onsite resident project representative (RPR), in accordance with the CITY OF ROUND ROCK recommendations, who shall review the work of the construction contractor and report to CITY OF ROUND ROCK, the Construction Manager, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the plans and specifications. The RPR shall be project representative and shall endeavor to protect CITY OF ROUND ROCK against defects and deficiencies in the work and to observe the work is carried out in conformance with the plans and specifications. However, the RPR neither guarantees the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.
- 1.2 The RPR will be the primary point of contact and communication for all parties on the Brushy Creek Expansion project. The RPR shall always have access to the Work whenever it is in preparation or progress. RPR is based on an average of 40 hours per week. The onsite project representative shall be provided as described below:
  - 1.2.1 Brushy Creek Construction Services RPR – Average 40 hours per week, for a duration of 3 months (620 RPR hours), plus construction management time (estimate 128 hours). July 2023 thru September 2023.
  - 1.2.2 If additional time is required beyond that stated above, the CITY OF ROUND ROCK may authorize additional compensation.
  - 1.2.3 We have included additional Engineering support by Engineering PM (102 hours) and PIC (30 Hours).
- 1.3 Construction Observation
  - 1.3.1 The onsite RPR will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and City of Round Rock of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The onsite RPR shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.
- 1.4 Project Documentation
  - 1.4.1 The RPR will maintain daily reports, including project progress, notes, photos, videos, for monitoring and documenting the observed work in a field report for each visit. The daily report will include notes on personnel onsite, observed construction activities, and testing agencies. RPR report is attached to this scope of work.
  - 1.4.2 Exclusions Plummer hereby excludes any work not specifically listed above such as as-built drawings, construction administration, or Engineer of Record duties.

**ADDENDUM TO EXHIBIT C**  
**Work Schedule**

Attached Behind This Page

Exhibit C - Additional Schedule

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT SYSTEM  
EAST PLANT EXPANSION TO 30 MGD  
ADJUSTED BASELINE SCHEDULE TO 42 MONTHS  
FOR RPR & ENGINEERING SUPPORT



**ADDENDUM TO EXHIBIT D**  
**Fee Schedule**

Attached Behind This Page



Exhibit D - Fee

Amendment #1 - Plummer

From: 6/30/2023 To: 9/29/2023

Project: 0982-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services  
Client: 0982 City of Round Rock  
PIC: Coonan, Steve  
PM: Hutton, Perran

Scheduled Labor	Cur Sched Hrs	Sched Hrs	Actual Hrs	Cur Sched Amt	Sched Amount
E Additional RPR Services - Amendment 1	754.00	754.00	0.00	144,715.11	144,715.11
24 RPR Services	620.00	620.00	0.00	115,005.72	115,005.72
Beach, Brian	128.00	128.00	0.00	34,979.84	34,979.84
Mosleh, Omar	482.00	482.00	0.00	80,025.88	80,025.88
25 Engineering Support	134.00	134.00	0.00	29,709.39	29,709.39
Coonan, Steve	30.00	30.00	0.00	9,697.23	9,697.23
Hutton, Perran	102.40	102.40	0.00	20,012.16	20,012.16

\*Total time and materials fee not to exceed \$144,715.11