EXHIBIT
"A"

STATE OF TEXAS

\$
COUNTY OF WILLIAMSON

\$

SUPPLEMENTAL CONTRACT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES

FIRM: ALAN PLUMMER ASSOCIATES, INC. ("Engineer")
ADDRESS: 8911 North Capital of Texas Highway, Suite 1250, Austin, TX 78759
BCRWWS East WWTP Expansion (Construction Phase Services)

This Supplemental Contract No. 2 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, 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, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$250,000.00 to a total of \$5,326,561.11;

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

I.

<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 <u>Addendum to Exhibit C</u>.

II.

<u>Article 4, Compensation</u> and <u>Exhibit D, Fee Schedule</u> shall be amended by increasing by \$250,000.00 the maximum amount payable under the Contract for a total of \$5,326,561.11, as shown by the attached <u>Addendum to Exhibit D</u>.

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

ALAN PLUMMER ASSOCIATES, INC.

Date		
	2/5/24	
	Principal	
By:	Brian Beach, PE CCM Beach, PE CCM Beach, PE COM Bate: 2024.02.05 14:39:05-06'00'	

CITY OF ROUND ROCK	APPROVED AS TO FORM:				
By:Craig Morgan, Mayor	Stephanie L. Sandre, City Attorney				

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 the duration of the project until substantial completion of the project. Substantial completion projected in April of 2024.
 - 1.2.2 We have included additional Engineering support by the Engineering PM
 - 1.2.3 We have included additional electrical services required to get to substantial completion.

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

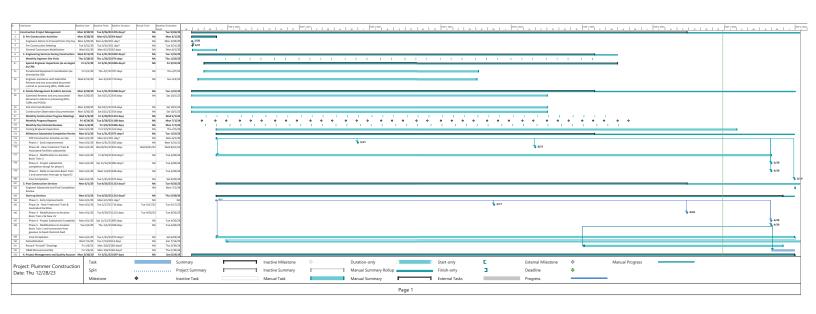
- 1.4.1 The RPR will maintain daily reports, including project progress, notes, photos, videos, for monitoring and documenting the observed work in a field report for each visit. The daily report will include notes on personnel onsite, observed construction activities, and testing agencies. RPR report is attached to this scope of work.
- 1.4.2 Exclusions Plummer hereby excludes any work not specifically listed above such as asbuilt drawings, construction administration, or Engineer of Record duties. Plummer has not included an additional time for arbitration of change orders beyond substantial completion.

ADDENDUM TO EXHIBIT C Work Schedule

Attached Behind This Page

Project: 0982-003-06

BRUSHY CREEK REGIONAL WASTEWATER TREATMENT SYSTEM EAST PLANT EXPANSION TO 30 MGD ADJUSTED BASELINE 2 SCHEDULE TO 49 MONTHS FOR RPR & ENGINEERING SUPPORT



ADDENDUM TO EXHIBIT D Fee Schedule

Attached Behind This Page

Amendment #2 - Additional Support From: 10/2/2023 To: Substainial Completion

Project: 082-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services
PM: Hutton, Perran

PIC: Coonan, Steve Client: 0982 City of Round Rock

WBS Budget & Actuals	Bgt Hrs.	Bgt Labor	Actual Labor	Bgt Ex	pense	ense Actual Exp.		Budget Sub		Actual Sub		Total Budget	Total Actual
F Additional RPR Services - Amendment 2	1,053.00	203,420.25	0.00	10,0	00.00		0.00	36	,580.00		0.00	\$250,000	0.00
26 RPR Services	955.00	187,661.00	0.00	10,000.00			0.00 0.		0.00	0.00 0.00		155,281.70	0.00
27 Engineering Support	98.00	15,759.25	0.00	0.00			0.00		0.00		0.00	24,163.75	0.00
Allocated Labor				Alloc Hrs		ETC	-	Actual Hrs	Alloc	c Amount		ETC Amount	Actual Labor
F Additional RPR Services - Amendment 2				1,053.00		0.		0.		203,420.25		0.00	0.00
26 RPR Services				955.00		00		00		187,661.00		0.00	0.00
Construction Manager IV				684.		0.00		0.00		113,648.00		0.00	0.00
Principal I				00		0.00		0.00		74,013.00		0.00	0.00
27 Engineering Support				98.00		0.00		0.00		15,759.25		0.00	0.00
Project Manager				72.00		0.00		0.00		15,759.25		0.00	0.00
Principal II						0.00		0.00				0.00	0.00

Allocated Expenses	Alloc Amount	ETC Amount	Actual ODC
0982-003-07 Round Rock Brushy Creek Construction-Brushy Creek Construction Phase Services	10,000.00	0.00	1,250.67
B Onsite Construction Administration Management and RPR Services	0.00	0.00	
22 RPR	0.00	0.00	1,225.89
23 Electrical Engineer	0.00	0.00	24.78 0.00
F Additional RPR Services - Amendment 2	10,000.00	0.00	0.00
26 RPR Services	10,000.00	0.00	
Travel	10,000.00	0.00	0.00