

EXHIBIT

"A"



SUPPLEMENTAL CONTRACT NO. 6 TO CONTRACT FOR ENGINEERING SERVICES

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 804 Las Cimas Parkway, Suite 150, Austin, TX 78746
PROJECT: Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination

This Supplemental Contract No. 6 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer".

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 19th day of April, 2017 for the BCRUA Phase 1C Water Treatment Plant Expansion in the lump sum amount of \$1,763,900.00 and Phase 2 Land Rights and Stakeholder Coordination Project in the maximum amount of \$2,012,600.00 for a total Project compensation of \$3,776,500.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 1 on July 19, 2017 to amend the scope of services and to increase the compensation by \$14,100.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,778,000.00 and by \$212,000.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,224,600.00 for a total Project compensation of \$4,002,600.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 2 on November 20, 2017 to amend the scope of services and to increase the compensation by \$19,600.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,797,600.00 for a total Project compensation of \$4,022,200.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 3 on April 18, 2018 to amend the scope of services and to increase the compensation by \$105,200.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,329,800.00 for a total Project compensation of \$4,127,400.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 4 on October 24, 2018 to add the construction phase services for the Phase 1C Construction Phase Services Project and to increase the compensation by \$897,200.00 for a total Project compensation of \$5,024,600.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 5 on April 30, 2019 to modify the provisions for the scope of services and to increase the compensation by \$40,300.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$2,735,100.00 for a total Project compensation of \$5,064,900.00; 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 \$1,084,900.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$3,414,700.00 for a total Project compensation of \$6,149,800.00;

NOW THEREFORE, premises considered, BCRUA 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 \$1,084,900.00 the maximum amount payable under the Contract for Phase 2 Land Rights and Stakeholder Coordination Project to a total of \$3,414,700.00 for a total Project compensation of \$6,149,800.00, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

WALKER PARTNERS

By: _____

Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Jason Shaw, President

Date

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The purposes of Supplemental Amendment No. 6 are as follows:

- *Support OWNER with the acquisition of electric easements associated with rebuilding existing Pedernales Electric Cooperative (PEC) overhead distribution lines from the PEC Nameless Substation to the pump station site;*
- *Support OWNER with the acquisition of temporary construction easements needed for the Phase 2 Raw Water Delivery System Project;*
- *Support OWNER in obtaining easements by serving as a consult or witness for the OWNER in Special Commissioner Hearings.*
- *Provide on-call technical support and coordination with PEC (provided by subconsultant M&S).*

BASIC SCOPE OF SERVICES

Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination

Insert Task 2.5 as follows:

2.5 Additional Easement Acquisition

- 2.5.6 Project Management, Coordination and Meetings
 - 2.5.6.1 Attend monthly progress meetings with OWNER for a total of 15 meetings
 - 2.5.6.2 Manage and coordinate staff resources, subconsultants, and project planning.
 - 2.5.6.3 Prepare monthly invoices and project progress reports. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
 - 2.5.6.4 Facilitate document control and document sharing for electronic filing of documents. Maintain project and parcel/easement documents.
 - 2.5.6.5 Prepare, update and maintain initial property owner contact list.
 - 2.5.6.6 Maintain records of all payments to property owners including amount and date paid.
 - 2.5.6.7 Maintain copies of all correspondence and contacts with property owners.

2.5.7 Land Acquisition and Right of Way. Support acquisition of easements and land rights for the Project. The estimated total number of parcels/easements is 54 parcels including 49 parcels/easements for electrical improvements and 5 parcels/easements for temporary construction easements.

2.5.7.1 Surveying. Perform site surveying for 5 temporary construction easements, 49 electric easements, and 1 monitoring well easement. Perform boundary survey and prepare exhibits and field notes of parcels to be conveyed. Complete topographic survey of temporary construction easements. Horizontal and vertical datums for project control will remain on NAD83/NAVD88 Texas State Plane, Central Zone.

2.5.7.2 Negotiation Services.

2.5.7.2.1 Research official public records to update ownership and provide vesting deeds to surveyor.

2.5.7.2.2 Prepare Broker's Opinion of Value for each easement.

2.5.7.2.3 Analyze appraisal report and confirm OWNER approved value prior to making offer for each parcel/easement. Submit request for authorization to make offers.

2.5.7.2.4 Prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

2.5.7.2.5 Prepare documents required on forms approved by OWNER (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).

2.5.7.2.6 Send the written offer and appraisal report to each property owner or the property owner's designated representative by CMRRR.

2.5.7.2.7 Maintain follow-up contacts and secure the instruments necessary for the closing upon acceptance of the offer.

2.5.7.2.8 Respond to property owner inquiries verbally or in writing within two business days.

2.5.7.2.9 ENGINEER performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.

2.5.7.2.10 Cause the recordation of original instruments immediately after closing at the respective County Clerk's Office, except for donations, which must be forwarded to OWNER for acceptance by the OWNER Board prior to recording.

2.5.7.2.11 If negotiations are unsuccessful, send a final offer package to property owners by CMRRR.

2.5.7.2.12 Prepare and provide to OWNER a memo requesting condemnation proceedings using information from the Title

Commitment and other available sources to join interested parties.

- 2.5.7.3 PEC Technical Support and Coordination. Support OWNER through coordination with PEC for development of the Temporary Power Project. Attend project coordination meetings and conference calls as needed.

Insert Task 2.6 as follows:

2.6 Special Commissioner Hearings. A total of eight hearings (five subsurface and three electric easements) are currently assumed.

- 2.6.1 Attend meetings with OWNER'S legal counsel to review appraisals, land plans, and prior engineering documents and prepare for forthcoming depositions or testimonies. One land plan is assumed for the Seth property (Parcel 048).
- 2.6.2 Provide information or assistance needed by the OWNER or OWNER'S legal counsel to prepare for easement proceedings. Exhibits and other visuals required for the proceedings will be prepared. If required by a motion or request for the production of documents during the pre-trial discovery process, information will be assembled and provided as required by civil procedure. Such information may include but is not limited to technical design calculations and drawings, communication and correspondence, and supporting documentation.
- 2.6.3 Assist OWNER in obtaining easements by serving as a consultant or witness for the OWNER in Special Commissioner Hearings.

ADDITIONAL SERVICES

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the OWNER:

1. Any changes or modifications to the approved right of way or easement documents because of design changes by Owner.
2. Litigation beyond condemnation hearing (i.e. deposition, jury trial, etc.).

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

The work schedule for Task 2.0 – Land Rights and Stakeholder Coordination shall be extended from 17 months to 41 months.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

**ADDENDUM TO EXHIBIT D
COMPENSATION**

Total compensation for services under Supplemental Amendment No. 6 is estimated to be \$1,084,900 as shown in Attachment 1.

OWNER shall pay ENGINEER for Basic Services on the basis of Standard Hourly Rates as described in Paragraph 2.0 of Exhibit D as described in Exhibit D Compensation of the Agreement dated April 19, 2017. Hourly rates for Engineer's services under Task 2.6 Special Commissioner Hearings for individual providing expert witness testimony are detailed below.

Total compensation for Task 2.0 – Land Rights and Stakeholder Coordination shall be adjusted to be \$3,414,700.

Total compensation for the Project shall be adjusted to \$6,149,800.

Expert Witness Labor Rate Schedule

Appraiser	\$250 - \$425
Land Planner	\$250
Engineer	\$250 - \$420

Brushy Creek Regional Utility Authority
Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination - Supplemental Amendment No. 6
Labor and Fee Summary

TASK DESCRIPTION	Walker Partners Labor Classifications and Hours									Walker Partners Total Hours	Walker Partners Expenses	Walker Partners Total Cost	Subconsultant Cost			Total Fee
	Project Manager	Senior QA/QC Reviewer	Senior Process Engineer	Project Engineer	Senior Designer	Admin Support	Survey RPLS	2 Man Survey Crew	Survey Technician				Cobb Fendley	Schnabel	M&S	
Task 2.0 - Land Rights and Stakeholder Coordination																
<i>Billing Rate</i>	\$290.00	\$275.00	\$225.00	\$165.00	\$155.00	\$80.00	\$200.00	\$145.00	\$100.00							
2.5 Additional Easement Acquisition																
2.5.6 Project Management, Coordination, Meetings	80	4		40		60	24			208	\$500	\$41,000	\$35,700			\$76,700
2.5.7 Land Acquisition and Right of Way																
2.5.7.1 Surveying	8	8		8		24	240	650	1,100	2,038	\$2,250	\$262,260				\$262,260
2.5.7.2 Negotiation Services	16					24				40	\$100	\$6,660	\$326,040			\$332,700
2.5.7.3 PEC Technical Support	16									16	\$50	\$4,690			\$25,000	\$29,690
Sub Management Fee												\$19,300				\$19,300
SUBTOTAL - Task 2.5 Additional Easement Acquisition	\$34,800	\$3,300		\$7,920		\$8,640	\$52,800	\$94,250	\$110,000	\$311,710	\$2,900	\$333,910	\$361,740		\$25,000	\$720,650
<i>Billing Rate</i>	\$390.00	\$275.00	\$225.00	\$165.00	\$155.00	\$80.00	\$200.00	\$145.00	\$100.00							
2.6 Special Commissioner Hearings																
Sub Management Fee	200	16	16	20	30	20				302	\$750	\$96,300	\$124,300	\$75,000	\$55,850	\$351,450
SUBTOTAL - Task 2.6 Special Commissioner Hearings	\$78,000	\$4,400	\$3,600	\$3,300	\$4,650	\$1,600				\$95,550	\$750	\$109,100	\$124,300	\$75,000	\$55,850	\$364,250
TOTAL HOURS	320	28	16	68	30	128	264	650	1,100	2,604						
TOTAL FEE	\$112,800	\$7,700	\$3,600	\$11,220	\$4,650	\$10,240	\$52,800	\$94,250	\$110,000	\$407,260	\$3,650	\$443,010	\$486,040	\$75,000	\$80,850	\$1,084,900