

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
TXDOT RELOCATION AND IMPROVEMENTS**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated February 5, 2019 (the “Agreement”), for design, bid, and construction phase services for water line and wastewater line relocations and/or improvements on an as needed basis to support the NBU Water Engineering Department (collectively the “Services”);

WHEREAS, the Agreement included supplemental services in the amount of \$22,500;

WHEREAS, NBU and the Professional do not anticipate a need for the supplemental services provided for in the Agreement;

WHEREAS, NBU and the Professional need funding for additional design services for utility relocations in relation to unexpected Texas Department of Transportation projects;

WHEREASE, NBU and the Professional desire to reallocate the compensation from supplemental services to Task 2 of the Services for the additional design services;

WHEREAS, the Professional will also need additional time to complete the additional design services;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional desire to amend the Agreement to (i) remove the supplemental services; (ii) reallocate the related compensation in the amount of \$22,500 from supplemental services to Task 2 of the Services; and (iii) extend the completion date of the Agreement to December 31, 2025.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Amendment to Exhibit A. Exhibit A to the Agreement is hereby amended, in part, as described by Exhibit A to this Amendment as of the effective date of this First Amendment.

Section 2. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted and replaced in its entirety by Exhibit B to this Amendment as of the effective date of this First Amendment.

Section 3. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 4. Entire Agreement. This First Amendment, together with the Agreement, (collectively referred to as the “Agreement”) sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 5. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 6. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this First Amendment on this the ____ day of _____, 20__.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: _____
Name: Ian Taylor
Title: CEO

THE PROFESSIONAL:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation authorized to
transact business in the State of Texas

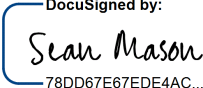
By:  _____
Name: Sean Mason
Title: Associate

Exhibit A

Services

SCOPE OF SERVICES The Professional shall provide design management, coordination, data collection, and survey, design, bidding services, and construction phase services for water line and wastewater line relocations and/or improvements on an as needed basis to support the Water Engineering Department (the “Services”) for the TxDOT Relocates and Improvements Project (the “Project”).

The Professional shall perform the Services in accordance with the tasks described herein.

Task 1 – Design Management, Coordination, Data Collection, and Survey

Design Management

NO CHANGES

Data Collection

NO CHANGES

Design Survey (Sub consultant)

NO CHANGES

Task 2 – Design

NO CHANGES

Task 3 – Bidding Services

NO CHANGES

Task 4 – Construction Phase Services

NO CHANGES

Task 5 – Supplemental Services

DELETED

TIME OF COMPLETION

The Professional is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the Services in accordance with the following schedule:

Task	Beginning Date	Ending Date
Notice to Proceed	January 28, 2019	
Task 1 – Design Management, Coordination Data Collection, and Survey	January 28, 2019	December 31, 2025
Task 2 – Design	January 28, 2019	December 31, 2025
Task 3 – Bidding Services	January 28, 2019	December 31, 2025
Task 4 – Construction Phase Services	January 28, 2019	December 31, 2025

Exhibit B

Compensation

NBU shall pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$247,500.

Cost Breakdown	Original Contract	First Amendment	Revised Contract Amount
Task 1 – Design Management, Coordination, Data Collection, and Survey (includes survey sub consultant fee of \$10,000)	\$46,000	\$0	\$46,000
Task 2 – Design	\$125,000	\$22,500	\$147,500
Task 3 – Bidding Services	\$14,000	\$0	\$14,000
Task 4 – Construction Phase Services	\$40,000	\$0	\$40,000
Task 5 – Supplemental Services	\$22,500	(\$22,500)	\$0
Total	\$247,500	\$0	\$247,500