

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(SEWER INFRASTRUCTURE REPLACEMENT PACKAGE TWO)**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **PAWELEK & MOY, INC.**, a Texas corporation (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated July 5, 2022 (the “Agreement”), for project management, preliminary engineering, final design, permitting and coordination with stakeholders, bid, and construction phase services (the “Original Services”) for the Sewer Infrastructure Replacement Package 2 Project (the “Project”) to be completed by December 15, 2025;

WHEREAS, in the course of the design, NBU and the Professional identified a need to remove the site referenced in the Agreement as “MH 2665 to MH 2663 Landa St and Mission Dr,” and depicted as Figure 1, #1 of the Agreement (hereinafter referenced as “Site 1”) from the Project, and divide the Project into two phases;

WHEREAS, the removal of Site 1 accounts for the deletion of approximately 500 linear feet of 8-inch wastewater line, a manhole, and associated hardware from the design;

WHEREAS, NBU and the Professional determined it was necessary to divide the Project into two phases to limit the scope of digging and traffic control in the newly paved area of Elizabeth Avenue;

WHEREAS, NBU and the Professional also identified a need to add additional design services to include (i) new project management services to accomplish additional archeological coordination with the Texas Historical Commission (“THC”) and City of New Braunfels (“CoNB”), (ii) new environmental and cultural investigation services, (iii) additional final design phase services, (iv) new field services for subsurface utility engineering, (v) additional permitting and stakeholder services for the new design, (vi) new bid phase services, and (vii) additional construction phase services for the new design, all of which are more specifically described in Exhibit A to this First Amendment (the “New Services” and, together with the Original Services, the “Services”) that were not contemplated in the Agreement;

WHEREAS, the New Services require an increase in the compensation to the Professional and an extension of the completion date;

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 Site 1 and Services relating to Site 1 from the Agreement, (ii) divide the Project into two phases, (iii)

add the New Services, (iv) include additional compensation for the New Services, and (iv) extend the completion time for the Services.

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 First Amendment as of the effective date of this First Amendment.

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

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IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this First Amendment on this the ____ day of _____, 2024.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Name: Ryan Kelso
Title: Chief Executive Officer

THE PROFESSIONAL:

PAWELEK & MOY, INC.,
a Texas corporation

By: John J. Moy Jr.
Name: John J. Moy Jr.
Title: Vice President

Exhibit A

Services

The Professional shall provide all labor, material, and equipment necessary to provide project management, preliminary engineering, final design, permitting and coordination with stakeholders, bid phase services, and construction phase services (collectively the “Services”) for the New Braunfels Utilities Sewer Infrastructure Package 2 Project, which will include three segments of sewer main improvements for a combined approximate total of 5,500 linear feet of 8-inch to 18-inch diameter (see Figure 1) (the “Project”). Site 1 is deleted from the Project and the Agreement. The site referenced and depicted in Figure 1 as #2 MH 3111 to MH 3120 Landa Street to Fredericksburg Rd is referenced herein as “Site 2.” The site referenced and depicted in Figure 1 as #3 MH2605 to MH 2604 Sundance Pkwy Old FM 306 is referenced herein as “Site 3.” The site referenced and depicted in Figure 1 as #4 MH 2145 to 2151 Landa Park Dr. is referenced herein as “Site 4.”

SERVICES

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

Task 1. Project Management

The Professional shall provide the project management services described herein.

1.1. SCHEDULE. The Professional shall develop a baseline design schedule for the Project and prepare updated design schedules for the Project on a monthly basis on or before the 25th day of each month for NBU to monitor progress and identify design submittal dates. The Professional shall provide schedules to the NBU Project Manager via email.

The Professional shall adjust/extend the Project schedule in the manner set forth in the Table 1 due to archaeological coordination/input with the THC, alignment/route adjustments regarding Site 4 (Landa Park Aquatic Center/Golf Course/Wurstfest area), continued coordination with the CoNB regarding construction timelines/traffic phasing regarding Sites 2 and 4, and separating final design phase, bid phase, and construction phases into different bid/construction packages for Site 2 as Phase I and Sites 3 and 4 as Phase II.

1.2. NO CHANGE

1.3. NO CHANGE

1.4. NO CHANGE

1.5. NO CHANGE

Task 2. Preliminary Engineering Phase

Upon NBU providing notice to proceed (“NTP”), the Professional shall perform the preliminary engineering phase services described herein.

2.1. MEETINGS. NO CHANGE

2.2. ENVIRONMENTAL AND CULTURAL INVESTIGATION. The Professional shall provide the environmental and cultural services described herein.

2.2.1. NO CHANGE

2.2.2. NO CHANGE

2.2.3. NO CHANGE

2.2.4. The Professional shall conduct archaeological investigations in compliance with the Antiquities Code of Texas (ACT) for Site 4. The proposed investigations will be conducted in two phases (PHASE I and PHASE II). PHASE I will occur prior to construction and will consist of the monitoring of up to six (6) hydrovac potholes to find existing utility lines, and backhoe trenching three of the four proposed bore boxes. PHASE II will be conducted during construction and involve the backhoe trenching of the remaining bore box located in the Elizabeth Street Parking Lot, and construction monitoring of the open cut trenching for the installation of the new sewer lines. The purpose of these investigations is to identify any buried cultural resources within the limits of the Project area, and, if possible, assess their significance for inclusion in the National Register of Historic Places (NRHP) and for formal designation as State Antiquities Landmarks (SALs). All work will be conducted in accordance with the Archeological Survey Standards for Texas as set forth by the Council of Texas Archeologists (CTA) and adopted by the THC. Costs for any additional work required by the THC resulting from the findings of the investigations must be authorized by NBU in writing in advance and are not included in this Agreement.

2.2.5. The Professional shall (i) prepare draft and final environmental documents to include the results of the analysis described in Section 2.2.5, and (ii) produce the technical reports for review by the THC in accordance with its Rules of Practice and Procedure,

Chapter 26, Section 27, and the CTA Guidelines for Cultural Resources Management Reports. The report will provide a discussion of the field methods and results of the field investigation. It will also include a list of sites identified, recommendations of each site's eligibility for the NRHP or for formal designation as SALs, and the appropriate criteria under which the sites were evaluated. Site forms will be submitted to the Texas Archaeological Research Laboratory and the trinomials will be obtained by the Professional. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.5(35), 13 TAC 26.20(1), and 13 TAC 26.20(2) and CTA Guidelines.

- 2.2.6. A draft of the technical report will be submitted to NBU and the CoNB for review and comments. Subsequently, the report will be revised to address NBU and the CoNB comments and submitted to the THC for their review and approval. Once the report has been reviewed, the Professional will make revisions and submit a digital copy of the final report electronically to NBU, the CoNB and THC for their records. Non-restricted copies of the final report, as well as an abstract form, and Project area shapefile will also be submitted to the THC mandated by the Texas Antiquities Committee (TAC).

2.3. DESIGN DOCUMENTS.

NO CHANGE

2.4. PRELIMINARY ENGINEERING REPORT.

NO CHANGE

- 2.5. DELIVERABLES. The Professional shall provide the following engineering phase deliverables to NBU's Project Manager:

- 2.5.1. NO CHANGE

- 2.5.2. NO CHANGE

- 2.5.3. NO CHANGE

Task 3. Final Design Phase

Upon approval of the PER, the Professional shall perform the final design phase services described herein.

3.1.MEETINGS. The Professional shall provide a meeting agenda one (1) day prior to the meeting and meeting minutes no later than one (1) week after the meeting to NBU's Project Manager for the following meetings:

3.1.1. NO CHANGE

3.1.2. NO CHANGE

3.1.3. NO CHANGE

3.1.4. monthly design meetings (nine (9) meetings);

3.1.5. permitting meetings with the CoNB (five (5) meetings); and

3.1.6. meetings with additional stakeholders (five (5) meetings).

3.2. 30% DESIGN DOCUMENTS.

NO CHANGE

3.3. 90% DESIGN DOCUMENTS. Upon approval by NBU of the 30% design documents, the Professional shall prepare Phase I (Site 2) and Phase II (Sites 3 and 4) 90% plans, specifications, and an opinion of probable construction cost ("OPCC"), with Site 1 being removed from the Project. 90% design documents shall include:

3.3.1. REMOVED

3.3.2. NO CHANGE

3.3.3. NO CHANGE

3.3.4. NO CHANGE

3.3.5. NO CHANGE

3.3.6. NO CHANGE

3.3.7. NO CHANGE

3.3.8. NO CHANGE

3.4. 100% (FINAL) DESIGN DOCUMENTS. Upon approval by NBU of the 90% design documents, the Professional shall prepare Phase I (Site 2) and Phase II (Sites 3 and 4) 100% plans, specifications, and an OPCC, with Site 1 being removed from the Project. 100% design documents shall include:

3.4.1. NO CHANGE

3.4.2. NO CHANGE

3.4.3. NO CHANGE

3.5. DELIVERABLES. The Professional shall provide the following deliverables to NBU:

3.5.1. NO CHANGE

3.5.2. 90% design – the Professional shall provide for Phase I (Site 2) and Phase II (Sites 3 and 4) one (1) electronic copy and three (3) hard copies of 22” x 34” size plans, specifications, a bid form, and a Class 2 OPCC; and

3.5.3. 100% design – the Professional shall provide for Phase I (Site 2) and Phase II (Sites 3 and 4) one (1) electronic copy and three (3) hard copies of 22” x 34” size plans, specifications, a bid form, and a Class 1 OPCC.

3.5.4. The Professional shall provide all design deliverables to NBU within one week of completion.

Task 4. Field Services

The Professional shall perform the field services described herein.

4.1. TOPOGRAPHIC SURVEY. The Professional shall obtain a topographic, utility, and boundary control survey as described herein.

4.1.1. NO CHANGE

4.1.2. The Professional shall tie in the additional locations of the existing subsurface utilities on the survey.

4.1.3. NO CHANGE

4.1.4. NO CHANGE

4.1.5. NO CHANGE

4.1.6. NO CHANGE

4.2. SUBSURFACE UTILITY ENGINEERING (“SUE”). The Professional shall perform SUE as described herein.

4.2.1. The Professional shall provide additional SUE “Quality Level B” utility locates near and within the Landa Park Aquatic Center and along Golf Course Road. Quality Level B includes two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods providing horizontal positioning of subsurface utilities to within approximately one (1) foot.

4.2.2. The Professional shall perform SUE “Quality Level A” for up to six (6) additional pothole locations. Quality Level A includes physically locating the actual utility – often by ‘potholing.’ Once the utility is potholed it is located horizontally and vertically by survey measurements. This location is typically to the top of the pipe and shall be noted on the design plans.

4.2.3. NO CHANGE

4.2.4. NO CHANGE

4.3. GEOTECHNICAL DATA REPORT (“GDR”).

NO CHANGE

4.4. EASEMENT DOCUMENTS.

NO CHANGE

Task 5. Permitting & Stakeholders

The Professional shall coordinate with the following stakeholders/agencies as described herein.

5.1. NO CHANGE

5.2. The CoNB. The Professional shall prepare and submit separate permit applications for Phase I (Site 2) and Phase II (Sites 3 and 4) to the CoNB through the CoNB permitting portal to obtain permits for:

5.2.1. public infrastructure;

5.2.2. floodplain (Phase I only); and

5.2.3. traffic control.

5.3 Section 5.3 was inadvertently omitted in the Original Agreement and both Section 5.3 and subsection 5.3.4 have been intentionally omitted in this First Amendment.

5.4 REMOVED

5.5 NO CHANGE

5.6 DELIVERABLES. The Professional shall produce the following:

5.6.1 a US Army Corps of Engineers (“USACE”) Section 404 permit application, if needed – one (1) electronic copy;

5.6.2 For Phase I (Site 2) and Phase II (Sites 3 and 4) – a CoNB Public Infrastructure, floodplain, and a traffic control permit application - one (1) electronic copy

5.6.3 REMOVED (previously numbered as subsection 5.4.3)

5.6.4 a TxDOT Utility Installation Request (“UIR”) application – one (1) copy; and

5.6.5 The Professional shall provide all deliverables to NBU within one week of completion.

Task 6. Bid Phase Services

Upon completion of the final design, the Professional shall perform separate bid phase services for Phase I (Site 2) (Items 6.1 through 6.5) and Phase II (Sites 3 and 4) (Items 6.6 through 6.10) described herein.

Phase I (Site 2)

6.1. NO CHANGE

6.2. NO CHANGE

6.3. NO CHANGE

6.4. NO CHANGE

6.5. NO CHANGE

Phase II (Sites 3 and 4)

6.6. PREBID CONFERENCE. The Professional shall attend one (1) pre-bid conference to be administered by the NBU Purchasing Department. The Professional shall assist NBU with preparation of the agenda one (1) day prior to the conference, provide NBU with meeting notes within one (1) week after the conference, and coordinate conference responses with NBU. Written responses to issues identified at the pre-bid conference shall be in the form of addenda issued after the conference.

6.7. INTERPRET BID DOCUMENTS. The Professional shall assist NBU’s Project Manager with responding to questions and interpreting bid documents. NBU Purchasing Department shall prepare any addenda resulting from such questions.

6.8. BID EVALUATION. The Professional shall attend one (1) bid-opening conference to be administered by NBU’s Purchasing Department. The Professional shall assist NBU in analyzing the bids received for the Project, which includes researching contractor qualifications and references. The Professional shall recommend award of contract or other actions as appropriate to be taken by NBU in the form of a letter of recommendation.

6.9. CONFORMED CONSTRUCTION DOCUMENTS. The Professional shall conform the

construction documents by incorporating all addenda items into the plans and specifications.

6.10. DELIVERABLES. The Professional shall provide the following:

6.10.1 addenda - one (1) PDF electronic copy of each;

6.10.2 letter of recommendation - one (1) electronic copy; and

6.10.3 conformed construction documents - one (1) PDF electronic copy and 3 hard copies will be submitted at a 22" x 34" size.

Task 7. Construction Phase Services

Upon completion of the bid phase services, the Professional shall perform the construction phase administration services for Phase I (Site 2) (Items 7.1 through 7.7) and Phase II (Sites 3 and 4) (Items 7.8 through 7.14) described herein.

Phase I (Site 2)

7.1. MEETINGS AND SITE VISITS. The Professional shall provide the following services for meetings and site visits:

7.1.1. NO CHANGE

7.1.2. NO CHANGE

7.1.3. attend up to a total of 20 bi-weekly construction progress meetings. The Professional shall prepare agenda via email one (1) day prior to meeting, record and distribute meeting minutes via email within one (1) week of meeting to the NBU Project Manager and the contractor via email;

7.1.4. attend up to a total of ten (10) monthly site visits during construction of the Project to observe the progress of the work and to determine if the work is proceeding in general accordance with the contract documents. The Professional shall prepare and provide NBU with electronic observation reports via email for each site visit and notify NBU of any non-conforming work performed by the contractor observed on the site visits;

7.1.5. NO CHANGE

7.1.6. NO CHANGE

7.2. SUBMITTAL MANAGEMENT. NO CHANGE

7.2.1. SUBMITTAL REVIEW.

NO CHANGE

7.3. CHANGE ORDERS. NO CHANGE

7.4. INTERPRET DRAWINGS AND SPECIFICATIONS. NO CHANGE

7.5. PAY ESTIMATES. NO CHANGE

7.6. CLOSE-OUT DOCUMENTS. NO CHANGE

7.7. DELIVERABLES. The Professional shall provide the following deliverables to NBU:

7.7.1. NO CHANGE

7.7.2. NO CHANGE

7.7.3. NO CHANGE

7.7.4. The Professional shall provide all deliverables to NBU within one week of completion.

Phase II (Sites 3 and 4)

7.8. MEETINGS AND SITE VISITS. The Professional shall provide the following services for meetings and site visits:

7.8.1. assist NBU in conducting one (1) pre-construction conference with the construction contractor and prepare and provide agenda via email one (1) day prior to the conference, record and distribute to NBU meeting minutes via email within one (1) week after the conference, and coordinate conference responses with NBU;

7.8.2. conduct one (1) construction document control workshop for the contractor;

7.8.3. attend up to a total of 24 bi-weekly construction progress meetings. The Professional shall prepare agenda via email one (1) day prior to meeting, record and distribute meeting minutes via email within one (1) week of meeting to the NBU Project Manager and the contractor via email;

7.8.4. attend up to a total of 11 monthly site visits during construction of the Project to observe the progress of the work and to determine if the work is proceeding in general accordance with the contract documents. The Professional shall prepare and provide NBU with electronic observation reports via email for each site visit and notify NBU of any non-conforming work performed by the contractor observed on the site visits;

7.8.5. conduct with NBU's representatives one (1) substantial completion observation and punch list reviews of the Project for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare a list of deficiencies to be corrected by the contractors before recommendation of final payment;

7.8.6. conduct one (1) final completion observation of the Project for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare final completion reports and make recommendation of final payment.

7.9. SUBMITTAL MANAGEMENT. The Professional shall use FNiManager, a document management system for construction documents. The Professional shall monitor the processing of contractor's submittals, provide for filing and retrieval of Project documentation, and verify that the contractor is sending and processing submittals in accordance with the schedules. The Professional shall produce monthly reports and submit a pdf version to the NBU Project Manager via email indicating the status of all submittals in the review process.

7.9.1. SUBMITTAL REVIEW. The Professional shall review all contractor submittals for compliance with the design concepts to include the following:

- 7.9.1.1 shop drawings (up to 10);
- 7.9.1.2 record data (up to 1);
- 7.9.1.3 requests for information (up to 5);
- 7.9.1.4 schedules (up to 5);
- 7.9.1.5 certified test reports (up to 5); and
- 7.9.1.6 miscellaneous submittals (up to 5).

7.10. CHANGE ORDERS. The Professional shall manage the field/change order documents, requests for proposals, and contractor claim process for the Project as described herein.

7.10.1. The Professional shall establish procedures and document construction changes required to implement modifications to the Project.

7.10.2. The Professional shall process contract modifications and negotiate with the contractor at NBU's Project Manager's direction to determine the cost and time impacts of these changes.

7.10.3. The Professional shall prepare field/change order documentation for up to ten (10) field orders for minor alterations and up to five (5) change orders.

7.10.4. The Professional shall evaluate notices of contractor claims and make initial recommendations to NBU on the merit and value of the claim based on information

submitted by the contractor or available Project documentation. The Professional shall negotiate a settlement value with the contractor at NBU's direction.

7.11. INTERPRET DRAWINGS AND SPECIFICATIONS. The Professional shall interpret the drawings and specifications for NBU and the contractor during the course of construction per the schedule assumed herein.

7.12. PAY ESTIMATES. The Professional and NBU's Project Manager shall review and comment on monthly and final estimates for payment to the contractor pursuant to the general conditions of the construction contract during the course of the construction project per the schedule assumed herein.

7.13. CLOSE-OUT DOCUMENTS

7.13.1. RECORD DRAWINGS. The Professional shall prepare the record drawings based on the revised redline construction drawings and information furnished by the construction contractor reflecting changes in the Project made during construction. The Professional shall prepare one (1) set of record drawings at the completion of the Project and submit to the NBU Project Manager as a PDF via email within 60 days of final completion.

7.13.2. ASSET INFORMATION. The Professional shall prepare a memorandum that provides the asset information for all new and abandoned pipelines and above grade appurtenances for insurance purposes within 30 days after substantial completion.

7.13.3. ADDITION/RETIREMENT FORMS. The Professional shall prepare addition and retirement forms for all new and abandoned pipelines and above grade appurtenances within 30 days after substantial completion.

7.14. DELIVERABLES. The Professional shall provide the following deliverables to NBU:

7.14.1. project site visit memos and construction progress meeting minutes;

7.14.2. one (1) PDF electronic copy of record drawings plans and specifications and at least one (1) georeferenced .dwg file of record drawings plans in accordance with NBU standards, with features adjusted to the location of GPS points collected in the field by the contractor; and

7.14.3. one (1) PDF electronic copy of Asset Information memorandum.

7.14.4. The Professional shall provide all deliverables to NBU within one (1) week of completion.

SUPPLEMENTAL SERVICES

NO CHANGE

TIME OF COMPLETION

The Professional is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedule below.

Table 1

Project Milestones	Start Date	End Date
Notice to Proceed	No Change	No Change
Task 1 – Project Management	No Change	August 30, 2024
Task 2 – Preliminary Engineering Phase	No Change	April 30, 2024
Task 3 – Final Design Phase	No Change	June 30, 2024
Task 4 – Field Services	No Change	March 31, 2024
Task 5 – Permitting and Stakeholders	July 1, 2024	August 30, 2024
Task 6 – Bid Phase Services	September 1, 2024	October 31, 2024
Task 7 – Construction Phase Services	January 1, 2025	May 30, 2026

FIGURE 1

Sewer Infrastructure Replacement Package 2

Items 2,3,and 4 are one job location

- ~~#1~~ 1. Replace 15" sewer main from MH 2605 at the intersection of Landa St and Mission Dr to MH 2608.
- #2 2. Replace 12" sewer main from MH 3111 at the KOC Hall on Landa to MH 3120 at the intersection of Landa St. and Fredericksburg Rd.
- #2 3. Replace 8" sewer main from MH 3119 on Landa St. to MH 3136 on Fredericksburg Rd.
- #2 4. Replace 10" sewer main from MH 3120 at the intersection of Landa St. and Fredericksburg Rd. to MH 3151 on Fredericksburg Rd.
- #3 5. Replace 12" sewer main from MH 2605 at the intersection of Old FM 306 and Sundance Pkwy. To MH 2604.
- #4 6. Replace 6" sewer main from MH 2153 at Landa Park Dr. and Elizabeth Ave. to MH 2145 on Elizabeth Ave. Also Rehab 6" main from 5152 through 2151 at Landa Pool.

2152

Figure 1
Site 1 Removed

Figure 1

Site 2

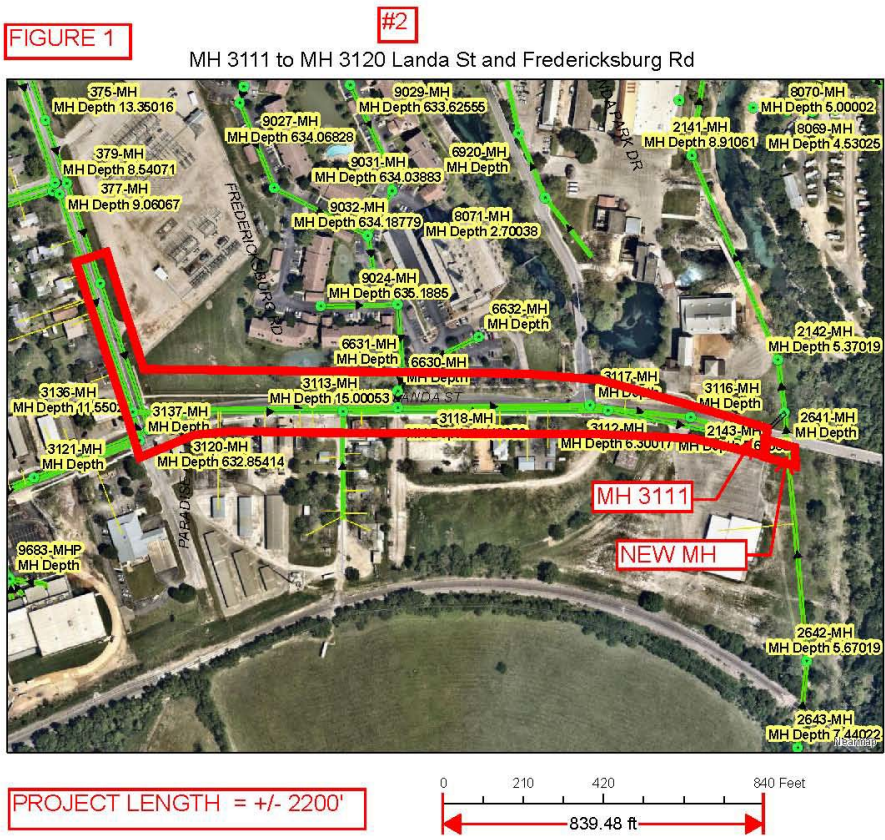


Figure 1

Site 3

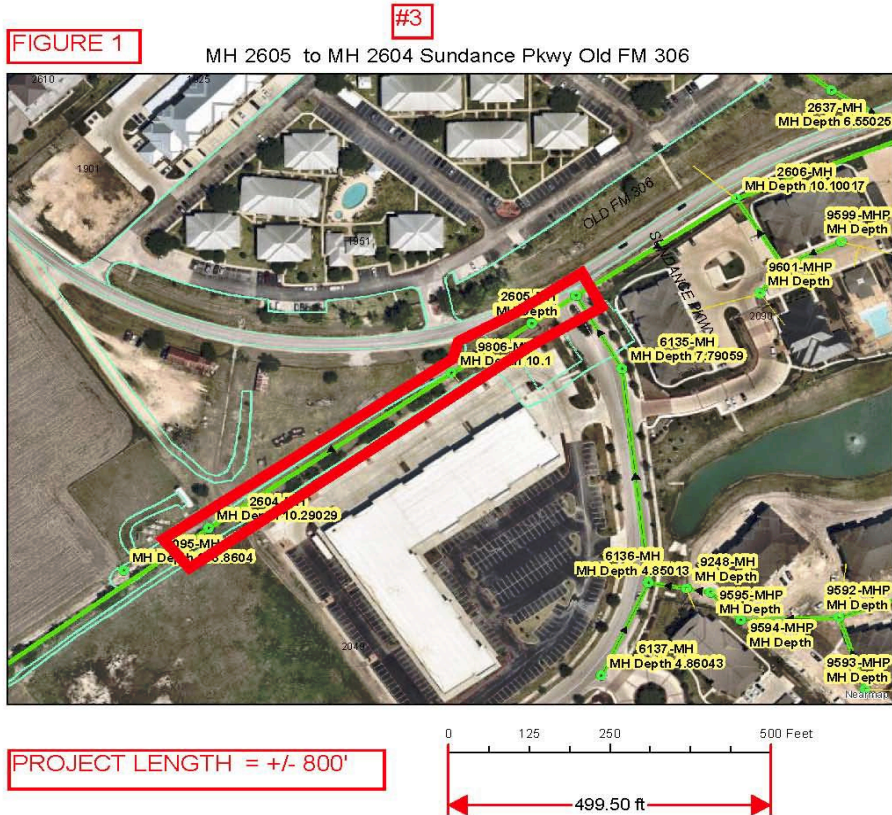


Figure 1

Site 4

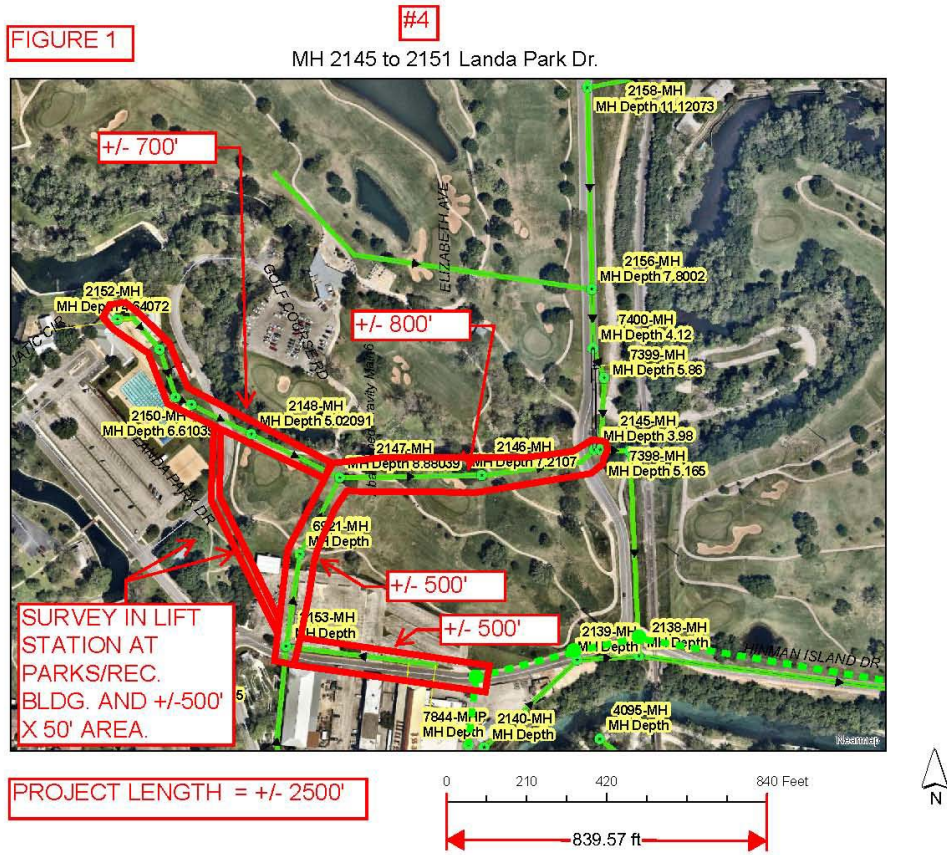


Exhibit B

Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services rendered under this Agreement in accordance with the tables below and made part of this Agreement.

Services

NBU shall pay the Professional for the Services rendered under this Agreement in an amount not to exceed \$1,066,118.

Services Cost Breakdown			
Task	Original Agreement	First Amendment	Total Cost
Task 1: Project Management	\$34,000	\$29,650	\$63,650
Task 2: Preliminary Engineering Phase	\$154,370	\$41,480	\$195,850
Task 3: Final Design Phase	\$218,890	\$69,488	\$288,378
Task 4: Field Services	\$210,320	\$26,570	\$236,890
Task 5: Permitting and Stakeholders	\$45,840	\$4,120	\$49,960
Task 6: Bid Phase Services	\$10,200	\$10,200	\$20,400
Task 7: Construction Phase Services	\$115,000	\$95,990	\$210,990
Total	\$788,620	\$277,498	\$1,066,118

Supplemental Services

NBU shall pay the Professional for the Supplemental Services performed throughout the term of this Agreement in an amount not to exceed \$75,000; provided, however, that NBU must provide written approval in the form of a supplemental agreement prior to the Professional performing the Supplemental Services.

Supplemental Services	Original Agreement	First Amendment	Balance
Supplemental Services	\$75,000	\$0	\$75,000
Total	\$75,000	\$0	\$75,000