

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
NORTH KUEHLER 30”/33” CONSTRUCTION MANAGEMENT INSPECTION  
SERVICES PROJECT**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **ALAN PLUMMER AND ASSOCIATES, INC.**, a Texas Corporation (the “Professional”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, NBU and the Professional entered into the Professional Services Agreement dated February 3, 2020 (the “Agreement”), for construction management services in connection with the North Kuehler 30”/33” interceptor replacement project (the “Project”), with a completion date of August 31, 2021;

WHEREAS, based on the overall size and complexity of the Project, NBU determined that the Project should be divided into two construction contracts: Package 1 and Package 2;

WHEREAS, the construction contract for Package 1 is defined by the limits from the east side of the Guadalupe River to Liebscher Drive generally in the Washington Street area and the construction contract for Package 2 is defined by the limits from Liebscher Drive to Walnut Avenue generally along the Comal River;

WHEREAS, based on the overall size and complexity of the Project, NBU and the Professional determined that adding an on-site representative and construction manager were necessary for both Package 1 and Package 2 of the Project more specifically described in Exhibit A (“Additional Services”); and

WHEREAS, NBU and the Professional desire to amend the Agreement to (i) modify the scope of services to include Additional Services, (ii) authorize the related compensation for the Additional Services, and (iii) extend the completion date to allow for the Additional 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 Amendment as of the effective date of this 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 Amendment as of the effective date of this 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 Amendment, together with 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 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 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 Amendment shall not be affected thereby, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Governing Law. This 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 Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ian Taylor  
Title: CEO

**THE PROFESSIONAL:**

**ALAN PLUMMER AND ASSOCIATES, INC.,**  
a Texas corporation

By: Mary Portillo  
Name: Mary Portillo  
Title: Principal, South Texas Area Leader

Exhibit A

Services

The Professional shall provide all labor, material, and equipment necessary to provide construction management services (the “Services”) for the 30” and 33” North Kuehler Interceptor Replacement Project (the “Project”), located along the undeveloped areas between North Walnut Avenue and the Guadalupe River in New Braunfels, Texas (the “Project Site”).

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

TASK 1: NO CHANGE

TASK 2: CONSTRUCTION MANAGEMENT

The Professional shall complete the following tasks throughout the duration of the Project’s construction phase.

1. NO CHANGE
2. NO CHANGE
3. Quality Assurance
  - a. NO CHANGE
  - b. NO CHANGE
  - c. NO CHANGE
  - d. NO CHANGE
  - e. NO CHANGE
  - f. The Professional shall provide one (1) full-time, on-site representative for the duration of the Package 1 construction contract and the Package 2 construction contract. The construction contract for Package 1 is defined by the limits from the east side of the Guadalupe River to Liebscher Drive generally in the Washington Street area and the construction contract for Package 2 is defined by the limits from Liebscher Drive to Walnut Avenue generally along the Comal River. Full time is

defined as a forty (40) hour work week.

- g. The Professional shall provide a construction manager who will be responsible for the overall management of each the Package 1 construction contract and the Package 2 construction contract. Construction managers shall visit each package site a minimum of once per week, and an average of four (4) hours per visit for the duration of the Project.

4. NO CHANGE

5. NO CHANGE

6. NO CHANGE

7. NO CHANGE

8. NO CHANGE

9. NO CHANGE

10. NO CHANGE

11. NO CHANGE

**TIME OF COMPLETION:** The Professional is authorized to commence work on the Project upon execution of this Agreement. The Professional shall complete the Services by February 17, 2022.

Exhibit B

Compensation

NBU shall pay the Professional for the Services rendered under this Agreement not to exceed \$852,939.

<b>Services Cost Breakdown</b>			
<b>Task</b>	<b>Fee</b>		
	<b>Original Contract</b>	<b>First Amendment</b>	<b>Total</b>
Constructability and Construction Management	\$662,983	\$189,956	\$852,939