

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(MCQUEENEY ROAD WATER MAIN PROJECT)**

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Second 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 a Professional Services Agreement dated November 5, 2019 (the “Original Agreement”), for project management, preliminary engineering phase, final design phase, permitting, bid phase, and construction phase services (the “Original Services”) for the McQueeney Road Water Main Project (the “Project”) to be completed by August 16, 2021;

WHEREAS, the Parties entered into a First Amendment on October 16, 2020 (i) engaging the Supplemental Services, (ii) authorizing the related compensation, and (iii) defining a time of completion for the Supplemental Services (the “First Amendment” and, together with the Original Agreement, the “Agreement”), to be completed by November 1, 2020;

WHEREAS, the contractor for the Project was unable to execute the milestones as planned causing delays and proving the completion date for their services unattainable;

WHEREAS, as a result of the delay in construction, NBU requires additional construction phase services, not contemplated in the Agreement, more specifically described in Exhibit A attached hereto (the “New Services” and, together with the Original Services, the “Services”);

WHEREAS, the New Services requires an increase in the compensation to the Professional and an extension of the completion date to September 30, 2023;

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) add the New Services, (ii) authorize additional compensation for the New Services, and (iii) extend the completion date to September 30, 2023.

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 Second Amendment as of the effective date of this Second 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 Second Amendment as of the effective date of this Second 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 Second 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 Second 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 Second 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 Second Amendment shall not be affected thereby, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Governing Law. This Second 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 Second Amendment on this the 8th day of August, 2023.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

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

THE PROFESSIONAL:

ALAN PLUMMER AND ASSOCIATES, INC.,
a Texas corporation

By: Mary Portillo
Name: Mary Portillo
Title: Principal

Exhibit A
Services

No Change

TASK 1: PROJECT MANAGEMENT

No Change

TASK 2: PRELIMINARY ENGINEERING PHASE/PRELIMINARY DESIGN PHASE

No Change

TASK 3: FINAL DESIGN PHASE

No Change

TASK 4: PERMITTING

No Change

TASK 5: BID PHASE SERVICES

No Change

TASK 6: CONSTRUCTION PHASE SERVICES

The Professional shall perform the construction phase services described herein.

1. Meetings and site visits.

- a. **No Change**
- b. **No Change**
- c. The Professional shall attend up to a total of thirty-five (35) bi-weekly construction progress meetings. The Professional shall prepare the agenda and record and distribute meeting minutes to NBU and the contractor via email within one (1) week of the meeting.
- d. The Professional shall attend up to a total of thirty-five (35) bi-weekly site visits during construction of the Project to observe the progress and the quality of work and to determine if the work is proceeding in accordance with the contract documents. The

Professional shall prepare and provide NBU, on a monthly basis, with electronic observation reports for each site visit and notify NBU of any non-conforming work performed by the contractor.

e. **No Change**

f. **No Change**

2. Construction Administration.

a. **No Change**

b. **No Change**

c. The Professional shall manage the field/change order documents and contractor claim process for the Project including the following:

i. **No Change**

ii. **No Change**

iii. prepare field/change order documentation for up to ten (10) field orders for minor alterations and up to ten (10) change orders; and

iv. **No Change**

d. **No Change**

e. **No Change**

f. The Professional shall prepare the record drawings based on the revised redline construction drawings and information furnished by the 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 NBU within thirty (30) days of the Project completion. Project completion is estimated to be September 30, 2023.

3. Deliverables.

a. The Professional shall provide the following deliverables to NBU as one (1) electronic copy in PDF format:

i. **No Change**

ii. **No Change**

iii. **No Change**

iv. **No Change**

v. second item iv. is renumbered to v. and the language therein is revised to read as follows:

substantial completion punch list shall be submitted no later than August 31, 2023; and

vi. item v. is renumbered to vi. and the language therein is revised to read as follows:

a final completion report shall be submitted no later than September 30, 2023.

b. **No Change**

TASK 7: SUPPLEMENTAL SERVICES

No Change

Time of Completion

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

Project Milestones	Start Dates	End Dates
Begin Design	No Change	
Study Phase	No Change	No Change
Preliminary Engineering/Design Phase	No Change	No Change
Final Design Phase	No Change	No Change
Bid Phase/Board Approval	No Change	No Change
Construction Phase	No Change	9/30/2023

Exhibit B—Compensation

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

Services

NBU agrees to pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$680,213.

Task	Original Agreement	Second Amendment	Total Cost
Task 1- Project Management	\$66,439	\$0	\$66,439
Task 2- Preliminary Engineering/Design Phase	\$292,064	\$0	\$292,064
Task 3 - Final Design Phase	\$75,312	\$0	\$75,312
Task 4 - Permitting	\$12,000	\$0	\$12,000
Task 5 - Bid Phase	\$27,981	\$0	\$27,981
Task 6 - Construction Phase	\$136,417	\$70,000	\$206,417
Total	\$610,213	\$70,000	\$680,213

Supplemental Services

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$102,000 as set forth in the First Amendment; 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 Cost Breakdown		First Amendment	Total Funds Remaining
Task	Fee		
Task 1 - Easement Survey Services	\$30,000	(\$30,000)	\$0
Task 2 – Survey Services	\$10,000	(\$10,000)	\$0
Task 3 – Geotechnical Services	\$5,000	(\$5,000)	\$0
Task 4 – Subsurface Utility Engineering Services	\$57,000	(\$57,000)	\$0
Total	\$102,000	(\$102,000)	\$0