

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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 **FREESE AND NICHOLS, INC.**, a Texas corporation (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated May 26, 2021 (the “Original Agreement”), for project management, design, bid, and construction phase services (the “Original Services”) for the Landa Pump Station Expansion Project (the “Project”) to be completed by August 6, 2023;

WHEREAS, NBU and the Professional entered into a Supplemental Services Authorization on December 14, 2021, (i) engaging the Supplemental Services, (ii) authorizing the related compensation, and (iii) defining a time of completion for the Supplemental Services (the “Authorization” and, together with the Original Agreement, the “Agreement”);

WHEREAS, as the Project design progressed, NBU and the Professional identified a need to add additional final design phase services to include (i) site security components; (ii) two tank level transmitters; and (iii) a new access road and additional field services to include (a) documents for an additional permanent easement (to supplement the existing one (1) permanent and one (1) temporary easement in the Original Agreement) and (b) subsurface utility exploration for two (2) locations more specifically described in Exhibit “A” to this Amendment (the “New Services” and, together with the Original Services, the “Services”) that were not contemplated in the Original Agreement;

WHEREAS, the addition of New Services requires 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) add the New Services, (ii) include additional compensation for the New Services, and (iii) extend the completion time for the Services to December 1, 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 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.

(The remainder of this page is 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:

FREESE AND NICHOLS, INC.,
a Texas corporation

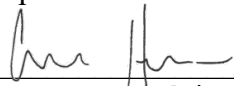
By:  _____
Name: Anne Hoskins
Title: Associate

Exhibit A

Services

NO CHANGE

Water Pump Station

NO CHANGE

Water Pipeline

NO CHANGE

Ground Storage Tank

NO CHANGE

SERVICES

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

Task 1. Project Management

NO CHANGE

Task 2. Preliminary Engineering Phase

NO CHANGE

Task 3. Final Design Phase

3. Upon approval of the PER and 30% design documents, the Professional shall perform the final design phase services as described herein.

3.1. NO CHANGE

3.2. NO CHANGE

3.3. 90% DESIGN DOCUMENTS. Upon approval of 60% design documents, the

Professional shall prepare 90% plans, specifications and an OPCC. 90% design documents shall include:

- 3.3.1. call outs for all design items on the plan sheets;
- 3.3.2. preparation of plan sheets and specifications for site security components at Landa Pump Station including motorized access gate, entry card reader/key pad at motorized access gate and security cameras;
- 3.3.3. preparation of plan sheets and specifications for two (2) new tank level transmitters (one being a roof-mounted level float) at Landa Pump Station;
- 3.3.4. preparation of plan sheets for new flex-base access road from Landa Park Golf Course cart path and re-paving of Landa Park Golf Course cart path from Landa Pump Station to Elizabeth Avenue;
- 3.3.5. complete specifications; and
- 3.3.6. Class 1 OPCC based on 90% design documents.
- 3.4. NO CHANGE
- 3.5. NO CHANGE

Task 4. Field Services

- 4. The Professional shall perform the field services described below.
 - 4.1. NO CHANGE
 - 4.2. NO CHANGE
 - 4.3. NO CHANGE
 - 4.4. EASEMENT DOCUMENTS. The Professional shall prepare a metes and bounds description and exhibits for required easements of the Project for two (2) permanent utility easements and one (1) temporary construction easement at the Project Site based on the criteria described herein.
 - 4.4.1. NO CHANGE
 - 4.4.2. NO CHANGE
 - 4.4.3. NOCHANGE
 - 4.4.4. NO CHANGE
 - 4.4.5. NO CHANGE
 - 4.4.6. NO CHANGE

4.5. NO CHANGE

4.6. SUBSURFACE UTILITY EXPLORATION. The Professional shall perform subsurface utility exploration (SUE) at Fredericksburg Road and Moonglow Avenue to provide information for the proposed pressure reducing valve at that location. SUE will be limited to two (2) potholes to verify location of existing water pipelines.

Task 5. Permitting & Stakeholders

NO CHANGE

Task 6. Bid Phase Services

NO CHANGE

Task 7. Construction Phase Services

NO CHANGE

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 Date | End Date |
|---|-------------------|-----------------|
| Notice to Proceed | NO CHANGE | |
| 30% Preliminary Design | NO CHANGE | NO CHANGE |
| 60% Final Design | NO CHANGE | NO CHANGE |
| 90% Final Design | NO CHANGE | NO CHANGE |
| 100% Final Design | NO CHANGE | NO CHANGE |
| Permitting | NO CHANGE | NO CHANGE |
| Bid Phase | NO CHANGE | NO CHANGE |
| Construction Phase (Substantial Completion) | NO CHANGE | 11/04/2023 |
| Construction Phase (Final Completion) | 11/04/2023 | 12/1/2023 |

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 during the term of this Agreement in an amount not to exceed \$1,453,578.

| Task | Cost | First Amendment | Total Cost |
|-----------------------------------|--------------------|------------------------|--------------------|
| Task 1: Project Management | \$96,469 | \$0 | \$96,469 |
| Task 2: Preliminary Design Phase | \$197,973 | \$0 | \$197,973 |
| Task 3: Final Design Phase | \$614,913 | \$30,324 | \$645,237 |
| Task 4: Field Services | \$38,329 | \$8,112 | \$46,441 |
| Task 5: Permitting & Stakeholders | \$11,639 | \$0 | \$11,639 |
| Task 6: Bid Phase | \$24,159 | \$0 | \$24,159 |
| Task 7: Construction Phase | \$431,660 | \$0 | \$431,660 |
| Total | \$1,415,142 | \$38,436.00 | \$1,453,578 |

Supplemental Services

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$30,000 as set forth in the Supplemental Services Authorization.

| Task | Cost | Supplemental Services Agreement— Funds Allocated | Total Remaining Funds to Allocate |
|-----------------------|-----------------|---|--|
| Supplemental Services | \$30,000 | (\$30,000) | \$0 |
| Total | \$30,000 | (\$30,000) | \$0 |