

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT AND INSPECTIONS 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 **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 June 26, 2020 (the “Original Agreement”), for construction management services, including project management, design review, bid phase, and construction phase services (the “Services”), in connection with the fiscal year 2021 NBU water and wastewater capital improvement projects;

WHEREAS, the Castell Rehab Project, one of the fiscal year 2021 water and wastewater capital improvement projects that needed construction management, required services through September 1, 2021;

WHEREAS, based on the overall size and complexity of the Castell Rehab Project, NBU and the Professional have identified a need for additional quality assurance/quality control (“QA/QC”) services, more specifically described in Exhibit “A” to this Amendment (the “Additional Services”);

WHEREAS, the Original Agreement, approved by the NBU Board of Trustees on June 25, 2020, did not contemplate the Additional Services or the additional compensation or time needed for the Additional 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 include (i) the Additional Services, (ii) additional compensation for the Additional Services, and (iii) additional time to complete 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 in Exhibit A to this First Amendment as of the effective date of this First Amendment.

Section 2. Amendment to Exhibit B. Exhibit B of 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: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

NO CHANGE

SERVICES

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

Task 1. Project Management – NO CHANGE

Task 2. Design Review Services – NO CHANGE

Task 3. Bid Phase Services – NO CHANGE

Task 4. Construction Phase Services

Upon completion of the bid phase, the Professional shall proceed with the construction phase services described herein.

4.1. COMMUNICATION – NO CHANGE

4.2. QA/QC

4.2.1. NO CHANGE

4.2.2. NO CHANGE

4.2.3. NO CHANGE

4.2.4. NO CHANGE

4.2.5. NO CHANGE

4.2.6. The Professional shall provide an on-site representative that shall be at the following sites for the durations shown below beginning from NTP:

Castell Rehab Project – 80 hours a week for a period not to exceed 83 weeks;

SWTP Discharge Pipeline Project – NO CHANGE;

Nautilus Sewer Project – NO CHANGE;

Oakbrook EST Project – NO CHANGE;

McQueeny WL Project – NO CHANGE;

Solms LS Project – NO CHANGE;

Solms GST Project – NO CHANGE;

Saengerhalle LS & FM Project – NO CHANGE.

4.2.7. The Professional shall provide a construction manager that shall be responsible for the overall management of the Project. The Professional’s construction manager shall visit the following sites a minimum of once per week from NTP:

Castell Rehab Project – 8 hours a week for a period not to exceed 83 weeks;

SWTP Discharge Pipeline Project – NO CHANGE;

Nautilus Sewer Project – NO CHANGE;

Oakbrook EST Project – NO CHANGE;

McQueeney WL Project – NO CHANGE;

Solms LS Project – NO CHANGE;

Solms GST Project – NO CHANGE;

Saengerhalle LS & FM Project – NO CHANGE.

4.3. DOCUMENT MANAGEMENT – NO CHANGE

4.4. SCHEDULE MANAGEMENT – NO CHANGE

4.5. COST MANAGEMENT – NO CHANGE

4.6. ISSUES MANAGEMENT – NO CHANGE

4.7. CHANGE MANAGEMENT – NO CHANGE

4.8. PROJECT COMPLETION – NO CHANGE

4.9. MATERIAL TRANSFER – NO CHANGE

4.10. RECORD DRAWINGS – NO CHANGE

4.11. LIMITATIONS OF AUTHORITY OF RPR – NO CHANGE

TIME OF COMPLETION

The Professional is authorized to commence work on the Project after a notice-to-proceed is issued for each individual project. The Professional shall complete the Services by December 31, 2022. The anticipated schedule for each project is listed below.

Project Name	Start Date	End Date
Castell Rehab Project	10/01/2020	12/31/2022
Nautilus Sewer Project	NO CHANGE	NO CHANGE
Oakbrook EST Project	NO CHANGE	NO CHANGE
McQueeney WL Project	NO CHANGE	NO CHANGE
Solms LS Project	NO CHANGE	NO CHANGE
Solms GST Project	NO CHANGE	NO CHANGE
Saengerhalle LS & FM Project	NO CHANGE	NO CHANGE
SWTP Discharge Pipeline Project	NO CHANGE	NO CHANGE

EXHIBIT B
COMPENSATION

NBU agrees to pay the Professional for the Services described in Exhibit A in accordance with the table below and made part of this Agreement. NBU shall pay the Professional for the Services rendered under this Agreement in an amount not to exceed \$1,982,000.

Project	Original Contract	First Amendment	Revised Contract Amount
Castell Rehab Project	\$344,000	\$458,000	\$802,000
SWTP Discharge Pipeline Project	\$409,000	\$0	\$409,000
Nautilus Sewer Project	\$111,000	\$0	\$111,000
Oakbrook EST Project	\$106,500	\$0	\$106,500
McQueeney WL Project	\$281,000	\$0	\$281,000
Solms LS Project	\$49,000	\$0	\$49,000
Solms GST Project	\$56,500	\$0	\$56,500
Saengerhalle LS & FM Project	\$167,000	\$0	\$167,000
Total	\$1,524,000	\$458,000	\$1,982,000