

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(WELL 4 TO GRANDVIEW WATER LINE PROJECT)**

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 November 5, 2020 (the “Original Agreement”), for project management, preliminary engineering, final design, field data collection, permitting and stakeholder, bid, and construction phase services (the “Original Services”) for the Well No. 4 to Grandview Water Main Project (the “Project”) to be completed by June 16, 2022;

WHEREAS, the Parties entered into a written authorization on March 11, 2021, to engage the supplemental services defined in the Agreement, authorize payment of \$30,000 in supplemental service compensation for the Project, and define a time of completion for the supplemental services of June 16, 2022 (the “Authorization” and, together with the Original Agreement, the “Agreement”);

WHEREAS, NBU added surveying, clearing, and fencing services to the construction contract for the Project, which extended the Project construction duration;

WHEREAS, as a result, NBU has identified a need to add (i) additional construction services to include additional pump station start-up and testing services and (ii) additional general and resident representative services (the “New Services” and, together with the Original Services, the “Services”);

WHEREAS, the addition of the 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) authorize the related compensation for the New Services; and (iii) extend the completion time for the Services to January 31, 2024.

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 First Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

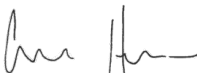
**NBU:**

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

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim CEO

**THE PROFESSIONAL:**

**FREESE AND NICHOLS, INC.,**  
a Texas corporation

By:  \_\_\_\_\_  
Name: Anne Hoskins  
Title: Principal

**Exhibit A**  
**Scope of Services**

NO CHANGE

**Task 1. Project Management**

NO CHANGE

**Task 2. Preliminary Engineering Phase**

NO CHANGE

**Task 3. Final Design Phase**

NO CHANGE

**Task 4. Field Data Collection Services**

NO CHANGE

**Task 5. Permitting & Stakeholders**

NO CHANGE

**Task 6. Bid Phase Services**

NO CHANGE

**Task 7. Construction Phase Services**

7. NO CHANGE

7.1. MEETINGS AND SITE VISITS

7.1.1. NO CHANGE

7.1.2. NO CHANGE

7.1.3. attend up to 24 monthly construction progress meetings. The Professional shall prepare agenda, record, and distribute meeting minutes to NBU and the contractor;

7.1.4. attend up to 10 monthly site visits during construction of the Project, as distinguished from the continuous services of a resident Project representative, 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 with electronic observation reports 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. The Professional shall review all contractor submittals for compliance with the design concepts to include the following:

7.2.1.1. shop drawings (up to twenty-five (25));

7.2.1.2. requests for information (up to twenty (20));

7.2.1.3. schedules (up to six (6));

7.2.1.4. certified test reports (up to ten (10));

7.2.1.5. operation and maintenance manuals; and

7.2.1.6. miscellaneous submittals (up to eighteen (1)).

7.3. NO CHANGE

7.4. NO CHANGE

7.5. NO CHANGE

7.6. NO CHANGE

7.7. NO CHANGE

## 7.8. START UP AND TESTING

7.8.1. The Professional shall coordinate the start-up and commissioning of the Grandview Pump Station and all the process systems with the EOR, the contractor, and NBU. Start-up services will include Supervisory Control Data Acquisition (“SCADA”) factory witness testing, the submittal of a pump station start-up checklist, a start-up coordination meeting, uncoupled testing, coupled testing start-up meeting and testing and SCADA support. Start-up services are described in more detail below:

7.8.1.1. SCADA Factory Witness Testing – Services of identified engineer, including travel to the test location, witnessing the performance tests, providing recommendations to the owner regarding acceptance. Includes:

Electrical Controls Engineer: 1 trip, 2 days

7.8.1.2. Start-up Checklist – Engineer will develop a detailed project specific, start-up checklist(s) for the contractor to follow during testing. Checklist(s) will include items necessary to prove the proper installation and function of pumping equipment and will be a supplement to the start-up plan that is being provided by the contractor.

7.8.1.3. On-Site Performance Testing – Attend on-site performance testing of equipment and system start-up and commissioning activities for the pump station. These services include:

7.8.1.3.1. Uncoupled Testing – Attend uncoupled testing. Includes services of Electrical Controls Engineers (2 days).

7.8.1.3.2. Coupled Testing – Attend coupled testing. Includes services of a Civil/Process Engineer (3 days) and Electrical Controls Engineer (2 days).

7.8.1.4. Start-up coordination meeting with contractor – Attend up to 1 video-conference or similar meeting to coordinate the start-up plan with the contractor.

7.8.1.5. On-Site Performance Testing – Attend on-site performance testing of equipment and system start-up and commissioning activities for the pump station. Includes services of a Civil/Process Engineer (1 day) and Electrical Controls Engineer (1 day).

7.8.1.6. SCADA Support Services – Includes review of SCADA Factory Acceptance Testing (“FAT”) plan, SCADA FAT (2 days) and review of SCADA screens.

## **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.

<b>Project Milestone</b>	<b>Start Date</b>	<b>End Date</b>
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	02/28/2022	09/29/2023
Project Closeout and Record Drawings	10/02/2023	01/31/2024

Exhibit B

Compensation

NBU agrees to pay the Professional for the 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 \$549,395.

<b>Task</b>	<b>Cost</b>	<b>First Amendment</b>	<b>Total Cost</b>
Project Management	\$30,415	\$0	\$30,415
Preliminary Design Phase and Field Data Collection	\$157,140	\$0	\$157,140
Final Design Phase and Permitting	\$178,460	\$0	\$178,460
Bid Phase	\$11,051	\$0	\$11,051
Construction Phase	\$63,479	\$108,850	\$172,329
<b>Total</b>	<b>\$440,545</b>	<b>\$108,850</b>	<b>\$549,395</b>

**Supplemental Services**

NBU shall pay the Professional for the Supplemental Services during the term of this Agreement in an amount not to exceed \$30,000; provided, however, that NBU must provide written approval in the form of a supplemental agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.

<b>Supplemental Services</b>	<b>Original Agreement</b>	<b>Supplemental Services Authorization</b>	<b>Total Remaining Funds</b>
Additional Engineering Services	\$15,000	(\$15,000)	\$0
Traffic Control	\$15,000	(\$15,000)	\$0
<b>Total</b>	<b>\$30,000</b>	<b>\$0</b>	<b>\$0</b>