

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(FM 306 Discharge Line and Pump Station Expansion 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 June 26, 2020 (the “Original Agreement”), for project management, preliminary design, final design, bid phase, and construction phase services (the “Original Services”) for the FM 306 Discharge Line and Pump Station Expansion Project (the “Project”) to be completed by July 22, 2022;

WHEREAS, NBU and the Professional entered into a Supplemental Services Authorization on March 18, 2021, (i) engaging the Supplemental Services (as defined therein), (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, NBU and the Professional identified a need to add additional construction services to include (i) new design and surveying services to cross the existing Union Pacific Railroad (“UPRR”), (ii) new pump station start-up services, (iii) new design services at the Sundance Pond site, and (iv) additional general and resident representative services due to an extended project construction duration (the “New Services” and, together with the Original Services, the “Services”) that were not contemplated in the Original Agreement;

WHEREAS, the New Services require 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 September 19, 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

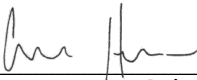
By:  _____
Name: Anne Hoskins
Title: Principal

Exhibit A

Services

NO CHANGE

SERVICES

Task 1. Project Management

NO CHANGE

Task 2. Preliminary Engineering Phase

NO CHANGE

Task 3. Final Design Phase

NO CHANGE

Task 4. Bid Phase Services

NO CHANGE

Task 5. Construction Phase Services

- 1) The Professional shall attend the following meetings and site visits as described herein.
 - a) NO CHANGE
 - b) NO CHANGE
 - c) The Professional shall attend up to fifty-nine (59) bi-weekly construction progress meetings. The Professional shall prepare agenda, record, and distribute meeting minutes to the NBU Project Manager and contractor in accordance with Task 5, paragraph 3.
 - d) NO CHANGE
 - e) NO CHANGE
 - f) NO CHANGE
 - g) NO CHANGE
2. The Professional shall perform construction administration services as described herein.
 - a) NO CHANGE
 - b) NO CHANGE
 - c) NO CHANGE
 - d) NO CHANGE
 - e) NO CHANGE
 - f) NO CHANGE
 - g) The Professional shall design crossing of the UPRR railroad requirements. During construction, the contractor submitted a permit indicating a different method to be used. The Professional shall perform additional calculations for the contractor and modify the design to accommodate requirements indicated in the contractor's permit application. Design modifications required additional easement acquisitions.
 - h) The Professional shall provide design services at the Sundance Pond site. This effort shall include in the design intercepting the existing level control signal at the wood pole and extending the signal to the new Supervisory Control Data Acquisition ("SCADA") cabinet at the electrical canopy. This effort also includes modifications to accommodate the existing flow meter which has a different communication protocol. This effort also includes coordinating with NBU, a site visit to identify where to intercept the level signal, putting together the

proposed changes, review of contractor's changer order and associated construction general representative services.

3) The Professional shall submit the following deliverables to NBU:

- a) NO CHANGE
- b) NO CHANGE
- c) NO CHANGE
- d) NO CHANGE
- e) NO CHANGE
- f) NO CHANGE
- g) NO CHANGE

4) The Professional shall coordinate the start-up and commissioning of the FM 306 Pump Station and all the process systems with the Engineer of Record ("EOR"), the contractor, and NBU. Start-up services will include 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:

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

1. Electrical Controls Engineer: 1 trip, 2 days

b) 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.

c) 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:

1. Uncoupled Testing – Attend uncoupled testing. Includes services of Electrical Controls Engineers (3 days).
2. Coupled Testing – Attend coupled testing. Includes services of a Civil/Process Engineer (4 days) and Electrical Controls Engineer (3 days).
3. Start-up Coordination Meeting with contractor – Attend up to 1 video-conference or similar meeting to coordinate the start-up plan with the contractor.
4. 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).
5. SCADA Support Services – Includes review of SCADA Factory Acceptance Test (“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.

Project Milestone	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)	01/17/2022	08/21/2024
Construction Phase (Final Completion)	08/21/2024	09/19/2024

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 agrees to pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$913,506.

Task	Cost	First Amendment	Total Cost
Task 1: Project Management	\$52,523	-	\$52,523
Task 2: Preliminary Design Phase	\$160,117	-	\$160,117
Task 3: Final Design Phase	\$305,708	-	\$305,708
Task 4: Bid Phase	\$18,786	-	\$18,786
Task 5: Construction Phase	\$147,455	-	\$147,455
Railroad Bored Crossing		\$15,938	\$15,938
FM 306 Pump Station Start-up Services		\$106,826	\$106,826
Sundance Pond Design		\$11,848	\$11,848
Construction Phase Services		\$94,305	\$94,305
Total	\$684,589	\$228,917	\$913,506

Supplemental Services

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$140,422 as set forth in the Supplemental Services Authorization; provided, however, that NBU must provide written approval in the form of a supplemental services agreement prior to the Professional performing the Supplemental Services.

Task	Cost	Supplemental Services Agreement-Funds Allocated	Total Remaining Funds to Allocate
Task 1 – Prepare Easement Documents	\$5,880	(\$5,880)	\$0
Task 2 – Subsurface Utility Engineering	\$11,909	(\$11,909)	\$0
Task 3 – Metes and Bounds Descriptions	\$30,800	(\$30,800)	\$0
Task 4 – Miscellaneous Engineering Design	\$19,316	(\$19,316)	\$0
Task 5 – Dual Construction Contract Administration	\$72,517	(\$72,517)	\$0
Supplemental Services Total	\$140,422	(\$140,422)	\$0