

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(CONRADS ELEVATED STORAGE TANK (GOODWIN LANE) PROJECT)**

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Second Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally 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 September 30, 2020, (the “Original Agreement”), for project management, preliminary engineering, final design, field services, permitting and coordination with stakeholders, bid phase, and construction phase services (the “Original Services”) for the Conrads (formerly Goodwin) Elevated Storage Tank (“EST”) Project (the “Project”) to be completed by October 26, 2022;

WHEREAS, NBU and the Professional included Supplemental Services in the Original Agreement for Project-specific professional engineering services contemplated by Chapter 2254 of the Texas Government Code (the “Supplemental Services”), whereby NBU and the Professional could agree in writing to engage such Supplemental Services at a later date, if needed, in an amount not to exceed \$25,054;

WHEREAS, the Parties entered into an Amendment to Professional Services Agreement on August 6, 2021 (i) defining and engaging the Supplemental Services, (ii) authorizing the related compensation for the Supplemental Services, (iii) defining a time of completion for the Supplemental Services, and (iv) extending the completion date of the Agreement to August 1, 2024 (the “First Amendment” and, together with the Original Agreement, the “Agreement”);

WHEREAS, NBU requires additional construction phase services as a result of a delay in construction (the “New Services” and, together with the Original Services, the “Services”);

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) authorize the related compensation for the New Services, and (iii) extend the completion date for the Project to June 8, 2025.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**NBU:**

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

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer

**THE PROFESSIONAL:**

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

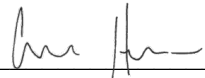
By:  \_\_\_\_\_  
Name: Anne Hoskins  
Title: Principal

Exhibit A

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 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 NO CHANGE

7.2 NO CHANGE

7.3 NO CHANGE

7.4 NO CHANGE

7.5 NO CHANGE

7.6 NO CHANGE

7.7 NO CHANGE

7.8 RESIDENT REPRESENTATION. The Professional shall provide a part-time (20 hours per week) Resident Project Representative (“RPR”) on the Site for 13 months and provide an average of five (5) hours per week of construction management time. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:

7.8.1. NO CHANGE

- 7.8.2. NO CHANGE
- 7.8.3. NO CHANGE
- 7.8.4. NO CHANGE
- 7.8.5. NO CHANGE
- 7.8.6. NO CHANGE
- 7.8.7. NO CHANGE
- 7.8.8. NO CHANGE
- 7.8.9. NO CHANGE
- 7.8.10. NO CHANGE
- 7.8.11. NO CHANGE
- 7.9 NO CHANGE
- 7.10 NO CHANGE

**SUPPLEMENTAL SERVICES**

NO CHANGE

**TIME OF COMPLETION**

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

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	NO CHANGE	
Task 2: Preliminary Engineering Phase	NO CHANGE	NO CHANGE
Task 3: Final Design	NO CHANGE	NO CHANGE
Task 4: Field Services	NO CHANGE	NO CHANGE
Task 5: Permitting and Stakeholders	NO CHANGE	NO CHANGE
Task 6: Bid Phase	NO CHANGE	NO CHANGE
Task 7: Construction Phase	01/08/24	06/08/25
Supplemental Services	NO CHANGE	NO CHANGE

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.

NBU shall pay the Professional for Services during the term of this Agreement in an amount not to exceed \$954,598.

<b>Task</b>	<b>Cost</b>	<b>First Amendment</b>	<b>Second Amendment</b>	<b>Total Contract</b>
Task 1: Project Management	\$57,272	\$0	\$0	\$57,272
Task 2: Preliminary Design Phase	\$125,857	\$0	\$0	\$125,857
Task 3: Final Design Phase	\$243,765	\$0	\$0	\$243,765
Task 4: Field Services	\$60,099	\$0	\$0	\$60,099
Task 5: Permitting & Stakeholders	\$4,527	\$0	\$0	\$4,527
Task 6: Bid Phase	\$11,173	\$0	\$0	\$11,173
Task 7: Construction Phase	\$290,179	\$0	\$161,726	\$451,905
<b>Total</b>	<b>\$792,872</b>	<b>\$0</b>	<b>\$161,726</b>	<b>\$954,598</b>

**Supplemental Services**

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$25,054 as modified below; provided, however, that NBU must provide written approval in the form of a supplemental agreement prior to the Professional performing the Supplemental Services.

<b>Supplemental Services Cost Breakdown</b>		<b>First Amendment</b>	<b>Total Funds Remaining</b>
<b>Task</b>	<b>Cost</b>		
Supplemental Task 1: Replatting Services	\$10,750	(\$10,750)	\$0
Supplemental Task 2: Cultural Resource Desktop Evaluation	\$2,038	(\$2,038)	\$0
Supplemental Task 3: Design Services	\$12,266	(\$12,266)	\$0
<b>Total</b>	<b>\$25,054</b>	<b>(\$25,054)</b>	<b>\$0</b>