

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(SURFACE WATER TREATMENT PLANT EXPANSION 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 **ARCADIS U.S., INC.**, a Delaware corporation authorized to transact business in the State of Texas (the “Professional”) (collectively, “the Parties”).

RECITALS

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated February 3, 2020 (the “Original Agreement”), for professional engineering services (the “Original Services”) for the construction of the Surface Water Treatment Plant Expansion Project (the “Project”);

WHEREAS, NBU and the Professional included Additional Services in the 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 \$500,000;

WHEREAS, the Parties entered into the First Amendment to the Original Agreement on December 4, 2020, to (i) engage certain Supplemental Services defined in Exhibit A, Task 9, (ii) authorize the related compensation, and (iii) define a time of completion for the Supplemental Services (the “First Amendment” and, together with the Original Agreement, the “Agreement”);

WHEREAS, NBU now requires additional final design and permitting services and construction administration services (the “New Services, and together with the Original Services, the “Services”) as more specifically described in Exhibit A attached hereto;

WHEREAS, the New Services require an increase in the compensation to the Professional and an extension of the completion date to May 31, 2029;

WHEREAS, NBU has also identified a need to increase funding for the Supplemental Services to pay for additional engineering specific services not presently contemplated in the Agreement but likely to arise due to the complexity of the Project;

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; (iii) increase the funding for the Supplemental Services; and (iv) extend the Project completion date to May 31, 2029.

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:

ARCADIS U.S., INC.
a Delaware corporation authorized to transact
business in the State of Texas


By: 
Name: Charles Schoening
Title: Principal-in-Charge

Exhibit A

Services

NO CHANGE

Task 1. Alternatives Evaluation

NO CHANGE

Task 2. Master Plan Development

NO CHANGE

Task 3. Raw Water Pump Station Emergency Action Plan

NO CHANGE

Task 4. Preliminary Design

NO CHANGE

Task 5. Final Design and Permitting

5.1 NO CHANGE

5.2 NO CHANGE

5.3 NO CHANGE

5.4 NO CHANGE

5.5 NO CHANGE

5.6 NO CHANGE

5.7 NO CHANGE

5.7.1 NO CHANGE

5.7.2 NO CHANGE

5.7.3 NO CHANGE

5.7.4 NO CHANGE

5.7.5 NO CHANGE

5.7.6 NO CHANGE

5.7.7 The Professional shall review the 100% design including drawings, specifications, and Opinion of Probable Cost (“OPCC”), and review the codes for any changes. The Professional shall update the drawings, and specifications as per the latest codes, and update the OPCC.

5.8 NO CHANGE

5.8.1 NO CHANGE

5.8.2 NO CHANGE

5.8.3 NO CHANGE

- 5.8.4 The Professional shall re-establish contact with permitting agencies, prepare permitting sets and necessary applications, submit, track, and respond to comments as required to obtain permits.
- 5.9 The Professional shall update the 100% design drawings and specifications, OPCC, to include the following:
 - 5.9.1 pump building sanitary drain installation;
 - 5.9.2 install climate control to high-service pump building;
 - 5.9.3 improve ventilation at chemical buildings;
 - 5.9.4 addition of variable-frequency drive to high service pumps No. 3 and No. 4;
 - 5.9.5 redesign of Crane in filter pipe gallery and decant;
 - 5.9.6 raise gearbox for decant basin drive;
 - 5.9.7 add two (2) discharge pressure transducers.
 - 5.9.8 SCADA architecture modifications and design updates, incorporating comments received on the existing 100% design documents;
 - 5.9.9 raw water pump station evaluation and submersible pump options updates; and
 - 5.9.10 emergency preparedness plan required – backup power generator.

Task 6. Bidding Phase Service

NO CHANGE

Task 7. Construction Administration

- 7.1 NO CHANGE
- 7.2 The Professional shall provide a resident project representative (“RPR”) for twenty-five (25) hours per week for a total duration of one hundred four (104) weeks. The Professional’s instrumentation and control engineers shall witness factory testing of hardware, software, and provide feedback to vendors/integrators to meet the 2024 SCADA standards identified in Section 5.9.
 - 7.2.1 NO CHANGE
 - 7.2.1.1 NO CHANGE
 - 7.2.1.2 NO CHANGE
 - 7.2.1.3 The Professional shall engage a subcontractor to perform all special inspections required to comply with International Building Code adopted by City of New Braunfels.
 - 7.2.2 NO CHANGE
 - 7.2.3 NO CHANGE
 - 7.2.4 NO CHANGE

- 7.2.5 NO CHANGE
- 7.2.6 NO CHANGE
- 7.2.7 NO CHANGE
- 7.2.8 NO CHANGE
- 7.2.9 NO CHANGE
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- 7.2.11 NO CHANGE
- 7.2.12 NO CHANGE
- 7.2.13 NO CHANGE
- 7.2.14 NO CHANGE

- 7.3 NO CHANGE
- 7.4 NO CHANGE
- 7.5 NO CHANGE
- 7.6 NO CHANGE
- 7.7 NO CHANGE
- 7.8 NO CHANGE
- 7.9 NO CHANGE
- 7.10 NO CHANGE
- 7.11 NO CHANGE
- 7.12 NO CHANGE
- 7.13 NO CHANGE

7.14 The Professional shall provide on-site construction inspection (one inspector, forty (40) hours per week) for a duration of one hundred four (104) weeks under the direction of RPR.

Task 8. Startup, Commissioning, and Performance Evaluation

NO CHANGE

Task 9. Additional Services

NO CHANGE

Schedule

Milestone	Start Date	End Date
Task 1 - Alternatives Identification Workshop	NO CHANGE	NO CHANGE
Task 1- Alternatives Evaluation Workshop	NO CHANGE	NO CHANGE
Task 2 - Draft Master Plan Document	NO CHANGE	NO CHANGE
Task 2 - Review Workshop	NO CHANGE	NO CHANGE
Task 3 - Raw Water Pump Station Emergency Action Plan Contract Documents	NO CHANGE	NO CHANGE
Task 3 - Raw Water Pump Station Emergency Action Plan Workshop	NO CHANGE	NO CHANGE
Task 4 – 30 Percent Design Submittal	NO CHANGE	NO CHANGE
Task 4 – 30 Percent Design Workshop	NO CHANGE	NO CHANGE
Task 4 – TCEQ Meeting	NO CHANGE	NO CHANGE
Task 2 – Final Master Plan Document	NO CHANGE	NO CHANGE
Task 5 – 60 Percent Design Submittal	NO CHANGE	NO CHANGE
Task 5 – 60 Percent Design Workshop	NO CHANGE	NO CHANGE
Task 5 – 90 Percent Design Submittal	NO CHANGE	NO CHANGE
Task 5 – 90 Percent Design Workshop	NO CHANGE	NO CHANGE
Task 5 – 100 Percent Design Notice to Proceed (NTP)	August 1, 2024	
Task 5 – 100 Percent Design Submittal	August 1, 2024	September 9, 2025
Task 6 – Bidding Phase Services	September 9, 2025	September 1, 2026
Task 7 – Construction Completion	September 5, 2026	January 17, 2029
Task 7 – Record Drawings Submittal	January 17, 2029	March 30, 2029

Task 8 – Startup and Commissioning	January 18, 2029	February 28, 2029
Task 8 – Performance Monitoring Completion	March 1, 2029	May 31, 2029
Task 9 – Additional Services	NO CHANGE	NO CHANGE

Exhibit B

Compensation

NBU shall pay the Professional for the Services and Supplemental Services rendered under this Second Amendment 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 \$7,632,000.

Services Cost Breakdown				
Task	Original Agreement	First Amendment	Second Amendment	Total
Task 1. Alternatives Evaluation	\$103,100	\$0	\$0	\$103,100
Task 2. Master Plan Development	\$64,300	\$0	\$0	\$64,300
Task 3. SWTP Raw Water Pump Station Emergency Action Plan	\$87,600	\$0	\$0	\$87,600
Task 4. Preliminary Design	\$853,200	\$0	\$0	\$853,200
Task 5. Final Design and Permitting	\$1,716,400	\$0	\$946,200	\$2,662,600
Task 6. Bidding Phase Services	\$98,700	\$0	\$24,100	\$122,800
Task 7. Construction Administration	\$1,493,000	\$0	\$1,876,800	\$3,369,800
Task 8. Startup, Commissioning, and Performance Evaluation	\$303,500	\$0	\$65,100	\$368,600
Services Total	\$4,719,800	\$0	\$2,912,200	\$7,632,000

Supplemental Services

NBU shall pay the Professional for the Supplemental Services in an amount not to exceed \$700,000, as modified below; provided, however, that NBU must provide written approval in the form of a supplemental services agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.

Supplemental Services Cost Breakdown				
Task	Original Agreement	First Amendment	Second Amendment	Balance
Board Approved Sums for Supplemental Services	\$500,000	\$0	\$200,000	\$700,000
Task 9.1. Project Management		(\$10,000)	\$0	(\$10,000)
Task 9.2. TWDB Loan Application		(\$74,000)	\$0	(\$74,000)
Task 9.3. Coagulant Jar Testing		(\$37,000)	\$0	(\$37,000)
Task 9.4. WWLS Design and Construction		(\$268,000)	\$0	(\$268,000)
Total	\$500,000	(\$389,000)	\$200,000	\$311,000