

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(AQUIFER STORAGE AND RECOVERY SUPPORT)**

This **FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Fourth 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 December 16, 2020 (the “Original Agreement”), for (i) general aquifer storage and recovery (“ASR”) support, (ii) NBU/Edwards Aquifer Authority (“EAA”) Interlocal Agreement (“ILA”) work group support, (iii) analytical modeling of ASR formations, and (iv) Phase 4 ASR cycle testing (collectively the “Services”) for the ASR project (the “Project”);

WHEREAS, NBU and the Professional entered into a First Amendment to the Original Agreement dated January 28, 2022, to (i) delete the Original Supplemental Services and replace them with the New Supplemental Services; (ii) reallocate the funds to distribute the money more evenly between all of the fiscal years; (iii) engage the New Supplemental Services; and (iv) define a time of completion for the New Supplemental Services (the “First Amendment”);

WHEREAS, NBU and the Professional entered into a Second Amendment to the Original Agreement dated October 31, 2022, to provide support to NBU in securing a TCEQ ASR Wellfield Operating Permit (the “Second Amendment”);

WHEREAS, NBU and the Professional entered into a Third Amendment to the Original Agreement dated December 22, 2023, for (i) improvements to the ASR D1 Well to extend the depth of the well for better water quality, to include design, bid, and construction phase services; and (ii) design and bid phase services for an additional ASR monitoring well (the “Third Amendment” and, together with the First Amendment, the Second Amendment, and the Original Agreement, the “Agreement”);

WHEREAS, NBU and the Professional have identified the need for (i) monitoring well construction administration and onsite observation services; (ii) additional demonstration well cycle test support services; (iii) a geophysical survey of the proposed well alignment; and (iv) additional modeling and agency coordination services (the “New Services” and, together with the Original Services, as amended by the First Amendment, the Second Amendment, and the Third Amendment, the “Services”);

WHEREAS, the New Services require an increase in the compensation to the Professional and an extension of the completion date for the Services described in Exhibit A, Task 3 – Analytical Modeling;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional agree to amend the Agreement to (i) add the New Services; (ii) increase compensation to be paid to the Professional; and (iii) extend the time of completion for the New Services described in Exhibit A, Task 3 – Analytical Modeling.

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 Fourth Amendment as of the effective date of this Fourth Amendment.

Section 2. Amendment to Exhibit B. Exhibit B to the Agreement is hereby replaced in its entirety by Exhibit B to this Fourth Amendment as of the effective date of this Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth Amendment shall not be affected thereby, and this Fourth Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Governing Law. This Fourth 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 Fourth 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. General ASR Support

NO CHANGE

Task 2. ILA Work Group Support

NO CHANGE

Task 3. Prepare Analytical Models

3.1 NO CHANGE

3.2 NO CHANGE

3.3 NO CHANGE

3.4 NO CHANGE

3.5 The Professional shall provide additional modeling support and agency coordination necessary to meet the intent of interlocal agreements, permitting requirements, and to better understand aquifer behavior.

Task 4. Phase 4 Cycle Testing

4.1 NO CHANGE

4.2 NO CHANGE

4.3 NO CHANGE

4.4 NO CHANGE

4.5 NO CHANGE

4.6 NO CHANGE

4.7 NO CHANGE

4.8 NO CHANGE

4.9 NO CHANGE

4.10 New ASR Monitoring Well. The Professional shall provide design and bid phase services for a new ASR monitoring well to be located at a New Braunfels site specified by NBU. The Professional shall:

4.10.1 NO CHANGE

4.10.2 NO CHANGE

4.10.3 NO CHANGE

4.10.4 NO CHANGE

4.10.5 NO CHANGE

4.10.6 provide onsite observation of the well driller during execution of the monitoring well project;

4.10.7 review and respond to contractor submittals, requests for information, and pay requests during construction;

4.10.8 oversee well completion and testing for the ASR well once deepening is completed by the contractor;

4.10.9 conduct periodic progress meetings with contractor no less often than once per month;

4.10.10 provide updates to NBU on status of construction no later than one (1) week after the progress meetings conducted under Section 4.10.10; and

4.10.11 coordinate all Project closeout documentation.

4.11 The Professional shall provide an extension of Cycle Testing support to ensure a full recovery period is attained after deepening of the ASR demonstration well.

4.12 The Professional shall conduct a geophysical survey of the proposed wellfield alignment to validate and model underground conditions prior to wellfield expansion.

Task 5. Supplemental Services

5.1 NO CHANGE

5.2 NO CHANGE

5.3 NO CHANGE

5.4 NO CHANGE

5.5 NO CHANGE

Schedule

Milestone	Due Date
Task 1 – General ASR Support	NO CHANGE
Task 2 – ILA Support	NO CHANGE
Task 3 – Analytical Modeling	July 31, 2025
Task 4 – Phase 4 Cycle Testing	NO CHANGE
Task 5 – Supplemental Services	NO CHANGE

Exhibit B

Compensation

NBU shall pay the Professional for the Services rendered under this Agreement in accordance with the table below. NBU shall pay the Professional for the Services performed throughout the term of this Agreement in an amount not to exceed \$3,059,739 for the duration of the Agreement.

Fiscal Year	Original Contract	First Amendment	Second Amendment	Third Amendment	Fourth Amendment	Revised Contract Amount
FY 2021	\$550,000	\$0	\$0	\$0	\$0	\$550,000
FY 2022	\$365,000	\$0	\$0	\$0	\$0	\$365,000
FY 2023	\$210,000	\$0	\$432,919	\$0	\$0	\$642,919
FY 2024	\$215,000	\$0	\$0	\$744,898	\$0	\$959,898
FY 2025	\$200,000	\$0	\$0	\$0	\$341,922	\$541,922
TOTAL	\$1,540,000	\$0	\$432,919	\$744,898	\$341,922	\$3,059,739

Supplemental Services:

NBU shall pay the Professional for the Supplemental Services performed throughout the term of this Agreement in an amount not to exceed \$135,000; provided, however, that NBU shall provide written approval in the form of a supplemental agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.

Fiscal Year	Original Contract	First Amendment	Second Amendment	Third Amendment	Fourth Amendment	Revised Contract Amount
FY 2021	\$50,000	(\$15,000)	\$0	\$0	\$0	\$35,000
FY 2022	\$35,000	(\$10,000)	\$0	\$0	\$0	\$25,000
FY 2023	\$15,000	\$10,000	\$0	\$0	\$0	\$25,000
FY 2024	\$10,000	\$15,000	\$0	\$0	\$0	\$25,000
FY 2025	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Total	\$135,000	\$0	\$0	\$0	\$0	\$135,000