

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WATER RESOURCE PLAN PROJECT**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal 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 March 8, 2021 (the “Agreement”), to provide general water resources support, water quality and blending support, peer review services, data management support, a Water Resources Plan (“WRP”) update based on 2020 and 2021 data, a water/wastewater easement and maintenance plan and update, operation and maintenance (“O&M”) manuals, Trinity Membrane Water Treatment Plant (“WTP”) backwash/recycle pump support, aging infrastructure plan, and nonrevenue water support (collectively the “Services”);

WHEREAS, NBU and the Professional have identified a need to add additional general consulting services, more specifically described in Exhibit “A” to this Amendment (“Additional Services”), that were not contemplated in the Agreement;

WHEREAS, the Additional Services will result in payment of additional compensation to the Professional;

WHEREAS, the time of completion will not change;

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 Additional Services and (ii) increase the compensation related to the Additional Services.

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 in Exhibit A to this Amendment.

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

Section 7. Governing Law. This 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 Amendment on this the ____ day of _____, 20__.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: _____
Name: Ian Taylor
Title: CEO

THE PROFESSIONAL:

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

By: _____
Name: _____
Title: _____

Exhibit A

Services

NO CHANGE

The Professional shall perform the Services in accordance with the tasks described herein.

Task 1. GENERAL WATER RESOURCES SUPPORT

The Professional shall provide the general water resources support described herein.

1.1. NO CHANGE

1.2. The Professional shall provide general consulting services to NBU, as needed, including but not limited to the following:

1.2.1. NO CHANGE

1.2.2. NO CHANGE

1.2.3. NO CHANGE

1.2.4. NO CHANGE

1.2.5. NO CHANGE

1.2.6. NO CHANGE

1.2.7. NO CHANGE

1.2.8. NO CHANGE

1.2.9. NO CHANGE

1.2.10. NO CHANGE; and

1.2.11. assisting NBU with the review of water supply contracts and potential future water supply sources at NBU's direction to ensure contract terms regarding drinking water supply volumes and quality are in the best interest of NBU, which may include:

1.2.11.1. review of new developer contracts;

1.2.11.2. analysis of new water supply opportunities;

1.2.11.3. assisting with scoping and negotiation of water supply agreements; and

1.2.11.4. assessing the feasibility of future water supply options.

1.3. NO CHANGE

Task 2. WATER QUALITY AND BLENDING SUPPORT

NO CHANGE

Task 3. PEER REVIEW SERVICES

NO CHANGE

Task 4. DATA MANAGEMENT SUPPORT

NO CHANGE

Task 5. WATER RESOURCES PLAN UPDATES

NO CHANGE

Task 6. WATER/WASTEWATER EASEMENT CLEARING AND MAINTENANCE PLAN

NO CHANGE

Task 7. O&M MANUALS

NO CHANGE

Task 8. TRINITY MEMBRANE WTP BACKWASH/RECYCLE PUMP SUPPORT

NO CHANGE

Task 9. TASK 11 – AGING INFRASTRUCTURE PLAN

NO CHANGE

Task 10. NONREVENUE WATER SUPPORT

NO CHANGE

Time of Completion

NO CHANGE

Exhibit B

Compensation

NBU shall pay the Professional to perform the Services described in Exhibit A in an amount not to exceed the amounts listed in the table below by fiscal year. NBU shall pay the Professional for the Services rendered under this Agreement in an amount not to exceed \$2,818,834 for the duration of the Agreement.

Fiscal Year	Original Contract	First Amendment	Total Not-To-Exceed Amount
FY 2021	\$233,984	\$0	\$ 233,984
FY 2022	\$483,950	\$100,000	\$ 583,950
FY 2023	\$712,800	\$100,000	\$ 812,800
FY 2024	\$482,400	\$100,000	\$ 582,400
FY 2025	\$505,700	\$100,000	\$ 605,700
TOTAL	\$2,418,834	\$400,000	\$ 2,818,834