

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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 **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 “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 services (collectively the “Services”) for the ASR Project (the “Project”);

WHEREAS, NBU and the Professional included additional support, modeling, permit support, field support, studies or tasks required by outside entities in the Agreement as Supplemental Services (the “Original Supplemental Services”);

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to (i) engage the Original Supplemental Services, (ii) define a time of completion, and (iii) authorize the related compensation;

WHEREAS, the NBU Board of Trustees (the “Board”) approved the Agreement providing for all of the Original Supplemental Services in a total not to exceed amount of \$135,000, which was split unevenly among fiscal years 2021-2025;

WHEREAS, NBU now requires bi-annual water quality sampling at two wells to comply with the ILA between NBU and the EAA (the “New Supplemental Services”) and no longer requires any of the Original Supplemental Services; and

WHEREAS, NBU and the Professional now seek to: (i) delete the Original Supplemental Services and replace 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.

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. Engage New Supplemental Services; Authorize Compensation. NBU and the Professional hereby agree to engage the New Supplemental Services described in Exhibit A of this First Amendment and authorize payment of the New Supplemental Services as described in Exhibit B of this First Amendment.

Section 4. Time of Completion for the New Supplemental Services. NBU and the Professional hereby agree that the Professional shall complete the New Supplemental Services by July 31, 2025.

Section 5. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 6. 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 7. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 8. 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 9. 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 _____, 20____.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: _____
Name: Ian Taylor
Title: CEO

PROFESSIONAL:

ARCADIS U.S., INC.,
a Delaware Corporation

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

Exhibit A

Services

The Professional shall provide all labor, material, and equipment necessary to provide (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”). The Services shall be employed for continuation of the NBU ASR Project (the “Project”).

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

Task 1. General ASR Support

NO CHANGE

Task 2. ILA Work Group Support.

NO CHANGE

Task 3. Prepare Analytical Models

NO CHANGE

Task 4. Phase 4 Cycle Testing

NO CHANGE

Task 5. Supplemental Services

Pursuant to Section 4(B) of this Agreement, the Professional shall seek prior written approval from NBU before commencing work on any Supplemental Services described in this Section. If NBU requests the Professional to perform the Supplemental Services, NBU and the Professional shall execute a supplemental agreement or contract amendment, as appropriate, detailing the Supplemental Services to be performed and the completion date. The Professional acknowledges the contract duration will not increase as a result of engaging the Supplemental Services unless noted in the Supplemental Services agreement or contract amendment, as appropriate.

The Supplemental Services shall only include Project specific professional engineering services contemplated by Chapter 2254 of the Texas Government Code, as amended, which may include but are not limited to the following:

5.1 Deleted.

5.2 Deleted.

5.3 Deleted.

5.4 Deleted.

5.5 ILA Wells Bi-Annual Sampling Support. In accordance with the ILA between NBU and the EAA, a bi-annual water quality sampling is required at the two ILA wells. This requires pumps to be installed at the wellhead and a significant amount of water to be purged from the well prior to sampling. In order to provide support to NBU to prepare for the bi-annual sampling, the Professional shall:

- a. install the pump at ILA-UE-1, set around 120 ft below ground surface (bgs);
- b. purge three well volumes (~1430 gallons) @ 15 gallons per minute (gpm) or greater and discharge into a storage tank (secured onto the bed of a truck);
- c. sample the well;
- d. dispose of the water at a NBU approved/specified location;
- e. move and set the pump over ILA-LE-1, around 120 ft bgs;
- f. purge three well volumes @ 15 gpm or greater (~1825 gallons) and discharge into a storage tank (secured onto the bed of a truck);
- g. sample the well;
- h. dispose of the water at a NBU approved/specified location;
- i. remove the pump from ILA-LE-1; and
- j. supply generator, pump, tubing, and other materials required for sampling.

Schedule

Milestone	Due Date
Task 1 – General ASR Support	Tasks due within 30 days unless NBU directs otherwise in writing.
Task 2- ILA Support	Tasks due within 30 days unless NBU directs otherwise in writing.
Task 3 – Analytical Modeling	August 1, 2021 to July 31, 2022. All deliverables are due by July 31, 2022.
Task 4 – Phase 4 Cycle Testing	Tasks due within 30 days unless NBU directs otherwise in writing.
Task 5 – Supplemental Services	July 31, 2025

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 not to exceed \$1,540,000 for the duration of the Agreement.

Fiscal Year	Original Contract	First Amendment	Revised Contract Amount
FY 2021	\$550,000	\$0	\$550,000
FY 2022	\$365,000	\$0	\$365,000
FY 2023	\$210,000	\$0	\$210,000
FY 2024	\$215,000	\$0	\$215,000
FY 2025	\$200,000	\$0	\$200,000
TOTAL	\$1,540,000	\$0	\$1,540,000

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	Revised Contract Amount
FY 2021	\$50,000	(\$15,000)	\$35,000
FY 2022	\$35,000	(\$10,000)	\$25,000
FY 2023	\$15,000	\$10,000	\$25,000
FY 2024	\$10,000	\$15,000	\$25,000
FY 2025	\$25,000	\$0	\$25,000
Total	\$135,000	\$0	\$135,000