

## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the ‘Second 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 “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 (the “Amendment” and, together with the Original Agreement, the “Agreement”), 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;

WHEREAS, NBU and the Professional have identified the need for additional studies or tasks required by the Texas Commission on Environmental Quality (“TCEQ”) that were not anticipated in the Agreement;

WHEREAS, in order for NBU to comply with TCEQ requirements, the project will require additional services to assist NBU in securing a TCEQ ASR Wellfield Operating Permit prior to expiration of its existing Class V injection permit authorization (the “New Services”); and

WHEREAS, NBU and the Professional agree to amend the Agreement to (i) add the New Services; (ii) authorize and allocate the related compensation for the New Services; and (iii) define a time of completion for the New 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 Original Agreement, as modified by the Amendment, 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 Original Agreement, as modified by the Amendment, is hereby replaced in its entirety 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 is intentionally left blank.)*

**IN WITNESS WHEREOF**, the Parties hereto, upon lawful approval and authority, have executed this Second 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


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**

NO CHANGE

**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 TCEQ Permitting Support. The Professional Services shall assist NBU in securing a TCEQ ASR Wellfield Operating Permit prior to expiration of its existing Class V injection permit authorization. The Professional shall:

4.8.1 finalize wellfield conceptual layout should number of injection wells and configuration at the ASR site;

4.8.2 perform additional modeling of the wellfield consisting of simple three-layer MODFLOW model to assess hydraulic performance of wellfield;

4.8.3 update aquifer hydraulic characteristics of the upper and lower saline zones of the Edwards Aquifer to illustrate anticipated behavior of the formation at wellfield build-out. Calibrate to cycle test hydraulic response;

4.8.4 perform particle tracking to support UIC permit application;

4.8.5 request permit extension of existing Class V permit if necessary;

4.8.6 coordinate pre-application permitting requirements with TCEQ;

4.8.7 compile all documentation, laboratory results, models, and engineering reports required for application submittal to TCEQ;

4.8.8 prepare completed TCEQ permit application and distribute for NBU review and signatures;

4.8.9 coordinate with TCEQ during the review process to include in-person meetings as necessary;

4.8.10 write correspondence to respond to TCEQ inquiries during the review process; and

4.8.11 respond to TCEQ permit special conditions.

The deliverables and assumptions described in Section 4.6 and Section 4.7, respectively, shall apply to this Section.

**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	NO CHANGE
Task 4 – Phase 4 Cycle Testing	July 31, 2025
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 \$1,972,919 for the duration of the Agreement.

<b>Fiscal Year</b>	<b>Original Contract</b>	<b>First Amendment</b>	<b>Second Amendment</b>	<b>Revised Contract Amount</b>
FY 2021	\$550,000	\$0	\$0	\$550,000
FY 2022	\$365,000	\$0	\$0	\$365,000
FY 2023	\$210,000	\$0	\$432,919	\$642,919
FY 2024	\$215,000	\$0	\$0	\$215,000
FY 2025	\$200,000	\$0	\$0	\$200,000
<b>TOTAL</b>	<b>\$1,540,000</b>	<b>\$0</b>		<b>\$1,972,919</b>

**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.

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