

AMENDMENT TO SERVICES AND GOODS AGREEMENT LARGE METER TESTING- PART A

This **AMENDMENT TO SERVICES AND GOODS AGREEMENT** (the "Amendment") is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility ("NBU"), and **STEVE NOFFSINGER, AN INDIVIDUAL DBA PRECISION CALIBRATE METER SERVICES** (the "Vendor") (collectively, "the Parties").

RECITALS

WHEREAS, NBU and the Vendor entered into the Services and Goods Agreement dated January 20, 2021 (the "Agreement"), to provide qualified labor, materials, and equipment to test meters and develop work orders for repair (the "Services"); and

WHEREAS, NBU and the Vendor desire to amend the Agreement to modify the scope of services to include a one-time test for each meter for the duration of the Agreement and to modify the testing flow rate.

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 to include the clarification to specifications described by Exhibit A to this Amendment as of the effective date of this Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This Amendment, together with Agreement, sets forth the entire understanding of NBU and the Vendor and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This Amendment will extend to and be binding upon NBU and the Vendor and their respective successors and permitted assigns.

Section 5. 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 6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

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 VENDOR:

STEVE NOFFSINGER
DBA: PRECISION CALIBRATE METER SERVICES

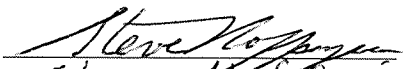
By: 
Name: Steve Noffsinger
Title: owner

EXHIBIT A – SCOPE OF SERVICES

The Vendor shall provide qualified labor, materials, and equipment to test meters and develop work orders for repair (the “Services”).

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable. In case of conflicts between Exhibit A Scope of Service and Exhibit D Technical Specifications, Exhibit A Scope of Service controls.

GENERAL INFORMATION AND REQUIREMENTS

- 1) The water meter testing shall consist of the testing of three (3) inch and larger customer water meters within the system to determine accuracy per American Water Works Association (“AWWA”) standard practices for new and rebuilt meters. There shall be one (1) set of testing per meter for the two (2)-year duration of the Agreement. If the meters do not meet the accuracy requirements specified by AWWA, the Vendor shall provide a recommendation for repair or replacement of water meters. If the high flow rates on the large meters are not able to be achieved when tested in place using a large meter tester, the Vendor shall use the highest possible gallons per minute flow rate at the time of performing the high flow test. The testing, repairs, and new meters shall be in conformance with Exhibit D: 33 12 11 Technical Specifications for Large Meter Testing and Repair.
- 2) NO CHANGE
- 3) NO CHANGE
- 4) NO CHANGE
- 5) NO CHANGE
- 6) NO CHANGE

NBU CONTRIBUTION TO PROJECT

- 1) NO CHANGE
- 2) NO CHANGE
- 3) NO CHANGE
- 4) NO CHANGE