

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

This **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Third 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, 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 (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” and, together with the First Amendment and the Original Agreement, the “Agreement”);

WHEREAS, NBU and the Professional have identified the need 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 (“New Services”);

WHEREAS, the New Services require an increase in the compensation to the Professional;

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; and (ii) authorize the related compensation 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 Agreement is hereby amended, in part, as described by Exhibit A to this Third Amendment as of the effective date of this Third Amendment.

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

Section 7. Governing Law. This Third 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 Third Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim Chief Executive Officer

**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 NO CHANGE

4.9 ASR D1 Well Deepening. The Professional shall assist NBU by providing design, bid, and construction phase services for construction of improvements to the ASR D1 Well to extend the depth of the well. The professional shall:

4.9.1 prepare the design drawings and specifications;

4.9.2 acquire necessary TCEQ and City of New Braunfels permits;

4.9.3 provide support to NBU for the bidding and award of a construction contract;

4.9.4 provide onsite observation of the well driller during construction;

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

4.9.6 oversee well completion and testing for the ASR D1 Well;

4.9.7 conduct periodic progress meetings with contractor;

4.9.8 provide updates to NBU on status of construction;

- 4.9.9 coordinate all Project closeout documentation; and
- 4.9.10 conduct a disinfection assessment to mitigate future water quality issues.
- 4.10 New ASR Monitoring Well. The Professional shall provide design and bid phase services for a New ASR monitoring well. The Professional shall:
  - 4.10.1 perform a site investigation to confirm the viability of the selected site;
  - 4.10.2 perform necessary field investigations, surveys, and database research to validate conditions at the selected site;
  - 4.10.3 prepare the design drawings and specifications;
  - 4.10.4 acquire necessary TCEQ and City New Braunfels permits; and
  - 4.10.5 provide support to NBU for the bidding and award of a construction contract.

**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**

<b>Milestone</b>	<b>Due Date</b>
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	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 \$2,717,817 for the duration of the Agreement.

<b>Fiscal Year</b>	<b>Original Contract</b>	<b>First Amendment</b>	<b>Second Amendment</b>	<b>Third Amendment</b>	<b>Revised Contract Amount</b>
FY 2021	\$550,000	\$0	\$0	\$0	\$550,000
FY 2022	\$365,000	\$0	\$0	\$0	\$365,000
FY 2023	\$210,000	\$0	\$432,919	\$0	\$642,919
FY 2024	\$215,000	\$0	\$0	\$744,898	\$959,898
FY 2025	\$200,000	\$0	\$0	\$0	\$200,000
<b>TOTAL</b>	<b>\$1,540,000</b>	<b>\$0</b>	<b>\$432,919</b>	<b>\$744,898</b>	<b>\$2,717,817</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>Third Amendment</b>	<b>Revised Contract Amount</b>
FY 2021	\$50,000	(\$15,000)	\$0	\$0	\$35,000
FY 2022	\$35,000	(\$10,000)	\$0	\$0	\$25,000
FY 2023	\$15,000	\$10,000	\$0	\$0	\$25,000
FY 2024	\$10,000	\$15,000	\$0	\$0	\$25,000
FY 2025	\$25,000	\$0	\$0	\$0	\$25,000
<b>Total</b>	<b>\$135,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$135,000</b>