

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **GUADALUPE-BLANCO RIVER AUTHORITY**, a Texas conservation and reclamation district (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term of Agreement. This Agreement will be effective on the latest date subscribed below (the “Effective Date”) and will remain in full force and effect for a period of one (1) year from January 1, 2024, to December 31, 2024 (the “Initial Term”), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one-year terms (each, a “Renewal Term”), unless either party provides written notice of its intent to terminate the Agreement to the other party at least thirty (30) days prior to the expiration of any term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Terms extend beyond December 31, 2028

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The scope of work described in the Services constitutes the “Project.”

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid per test at the rate set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In

the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional's invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Project shall be described in the Services defined in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

#### Section 4. Changes to the Project Work; Additional Work.

(A) Changes to Work. The Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the parties cannot agree on whether the work constitutes additional work, the Professional shall not be required to undertake such tasks. If the changes deduct from the extent of the scope of work for the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Performance Warranty. The Professional warrants that the Services provided under this Agreement shall conform to the professional standards performed by professionals regularly rendering this type of service.

Section 9. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain insurance at its own expense. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right, subject to redaction of confidential information as set out below, to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees as an Additional Insured (CG 2010 1001 and CG 2037 1001 or an equivalent on the general liability policy) as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.

- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Waiver. All policies including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officials, officers and employees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- vii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- viii. Use of Subcontractors. The Professional may use subcontractors to perform the Services in accordance with applicable accreditation standards.
- ix. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide a letter of coverage reasonably satisfactory to NBU, which confirms that all required insurance policies are in full force and effect. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the requested information, including, but not limited to, letters of coverage, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and evidence of insurance to NBU five (5) days prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$500,000 for each occurrence and a \$500,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. The definition of insured contract cannot have any modifications as outlined in the ISO policy form CG 0001 0413. Third party action over coverage must not be

specifically excluded. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$100,000 combined single limit on the Professional’s owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- iii. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to NBU.

#### Section 10. Termination.

(A) For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services satisfactorily performed to the termination date. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional’s control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional’s suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s

nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the work satisfactorily completed by Professional prior to termination.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any funds from anyone other than from NBU pursuant to this Agreement for any of the Services performed by the Professional under or related to this Agreement. If any funds are offered to the Professional for Services under this Agreement by anyone other than NBU, the Professional shall immediately report that fact to NBU.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

#### Section 11. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.

(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The

provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement 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 Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional may use subcontractors to perform the Services.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed

as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
Attn: Director of Water Services  
263 Main Plaza  
New Braunfels, TX 78130

With copy to:

Purchasing Manager  
New Braunfels Utilities  
355 FM 306  
New Braunfels, TX 78130

If to the Professional:

Guadalupe Blanco River Authority  
933 E. Court St.  
Seguin, Texas 78155

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a



party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(N) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required by law or to perform the Professional's duties under this Agreement. The Professional shall comply with the Texas Public Information Act requirements regarding providing written notice to NBU in response to a third-party request for any records pertaining to the Services provided to NBU under this Agreement.

(O) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(P) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(Q) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(R) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(S) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(T) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(U) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended

to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(V) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(W) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(X) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 12. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 13. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not

reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 14. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby declares that it is exempt from Chapter 2271 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies boycotting Israel.

The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 15. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional hereby declares that it is exempt from Section 2252.152, Texas Government Code, as amended, prohibiting a party from conducting business with a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Professional and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 16. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. The Professional hereby declares that it is exempt from Chapter 2275 of the Texas Government Code, as amended, which prohibits companies that are owned or controlled by China, Iran, North Korea, Russia or any other country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended ("designated country") from being given access to critical infrastructure.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Section 17. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby declares that it is exempt from Chapter 2276 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies boycotting certain energy companies.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended.

Section 18. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby declares that it is exempt from Chapter 2274 of the Texas Government Code, as amended, relating to the prohibition on contracts with companies that discriminate against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Texas Public Information Act. The parties acknowledge and agree that they are both subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of their obligations within this Agreement, the parties agree, at no additional cost to the other, to reasonably cooperate with each other in connection with obligations arising under the PIA.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

Section 20. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

*(The remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Interim CEO

**PROFESSIONAL:**  
**GUADALUPE-BLANCO RIVER AUTHORITY,**  
a Texas conservation and reclamation district

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Services

- I. The Services. The Professional shall provide all labor, material, and equipment necessary to provide laboratory (“Lab”) testing services for NBU’s water and wastewater facilities in connection with regulatory testing requirements applicable to NBU.
  - A. The following terms and conditions apply to the provision of the Services.
    - 1) The Professional shall use testing methods that comply with all federal law, state law, and local statutory and regulatory requirements relating to the Services. The Professional shall provide testing in accordance with Title 40, of the United States Code of Federal Regulations (“CFR”), Part 136. Routine and repeat total coliform results shall be reported directly to the Texas Commission on Environmental Quality (“TCEQ”) through the E2 Reporting System and to NBU electronically via email.
    - 2) The Professional shall be responsible for disposal of all samples, in accordance with all federal and state regulatory requirements.
    - 3) The Professional shall be responsible for furnishing the container, labor, materials, and equipment necessary to perform the testing and analysis of water and wastewater samples, in accordance with the Professional’s pricing form set out in Exhibit B.
    - 4) Lab Testing Services.
      - a. General Procedures:
        - i) All composite sample collections shall be collected by NBU personnel or its designated representatives;
        - ii) NBU personnel or its designated representatives shall prepare and deliver or ship all samples using a delivery service of its choice to the Professional; and
        - iii) NBU personnel or its designated representatives shall prepare a chain of custody (“COC”) report with the Professional’s name and any other required information and submit the information with the sample.
      - b. The Professional’s analytical results turnaround time (“TAT”) for the samples is as follows:
        - i) standard TAT: analytical results must be returned to NBU within seven to ten (7-10) calendar days after receipt of sample(s);
        - ii) rush TAT: analytical results must be returned to NBU within three (3) calendar days after receipt of sample(s);
        - iii) emergency TAT: analytical results must be returned to NBU within twenty-four (24) hours after receipt of sample(s); and
        - iv) the Professional agrees to the required TAT with the exception that should the Professional need to have certain services completed by subcontractors, the aforementioned TATs shall be in accordance with EPA approved method hold times.

- c. The Professional shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to performance of the Services.
- d. The Professional's analysis and reporting of data shall follow the Texas Commission on Environmental Quality ("TCEQ") Regulatory Guidance Remediation Division RG-366/TRRP-13 requirements, and shall include a laboratory review checklist with every data package. Data packages shall be submitted electronically to NBU via email.
- e. Document Control:
  - i) The Professional shall maintain and provide to NBU the following critical documents related to the analysis of NBU's samples:
    - (1) a narrative explanation of the level of analytical data review used by the Professional and resulting data qualifiers, indicating direction of bias based on the assessment of quality-controlled samples (e.g., blanks, field and Lab spikes);
    - (2) results for each analyte and sample qualified for analytical limitations;
    - (3) sample quantification limits and detection limits for undetected analytes, with an explanation of the detection limits reported and any qualifications;
    - (4) instrument printouts and logbooks, spectra, and raw data;
    - (5) full descriptions of all deviations from analytical standard operation procedures ("SOPs"), a sampling and analysis plan, and a quality assurance project plan; and
    - (6) Lab custody records.
- f. The National Environmental Laboratory Accreditation Program ("NELAP") and the National Voluntary Laboratory Accreditation Program ("NVLAP") Accreditation.
  - i) The Professional's Lab personnel (including subcontractors) must be NVLAP accredited under the National Institute of Standards and Technology.
  - ii) The Professional's personnel must comply with accreditation requirements established in accordance with the CFR, Title 15, Part 285, NVLAP Procedures and General Requirements, and encompass the requirements of the International Organization for Standardization/the International Electrotechnical Commission # 17025.2005, International Standard for Testing and Calibration Laboratory accreditation.
  - iii) The Professional's personnel and subcontractors, if any, must maintain accreditation throughout for the entire term of the Agreement.
- g. The Professional's Laboratory must maintain NELAP accreditation and follow the NELAP Laboratory Quality Assurance and Quality Control ("QA/QC") standards which must include:
  - i) defined QA/QC protocols;
  - ii) an overall QA/QC Plan including:



- (1) standard SOPs and analytical methods;
  - (2) internal QA/QC procedures and logs; and
  - (3) data review procedures.
- iii) the Professional's Lab shall be required to handle samples and follow COC protocols that are in accordance with federal and state regulatory requirements for Lab quality assurance; and
  - iv) the Professional shall analyze all samples using EPA standard methods, and/or TCEQ approved methods and technology.

Exhibit B

Compensation

NBU agrees to pay the Professional for the Services rendered under this Agreement in an amount not to exceed \$60,000 for each year of the Term, with a total not to exceed amount of \$300,000 for the duration of this Agreement.

The Professional shall not increase the rates set forth below during the Initial Term. If the Professional proposes an increase in any of the rates set forth below during any Renewal Term, the Professional shall send written notice to NBU of such request at least one hundred twenty (120) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. The total amount charged to NBU for the Services under this Agreement for any year of the Term will not exceed \$60,000 and the total amount charged to NBU for the Services for the duration of this Agreement will not exceed \$300,000. NBU acknowledges that if NBU requests one or more tests from the Professional that will cause the total amount charged for the Services to exceed the maximum figures set out in this paragraph, the Professional may advise NBU that it cannot perform the requested testing without breaching this Agreement.

**Anticipated Frequency of Test**

Test	Water ("W")/Wastewater ("WW")	Method	Anticipated Frequency of Test	Unit Price/Test (Standard Turn Around Time)
<b><u>Bacteriological Analysis</u></b>				
Total coliform (P/A)	W	IDEXX Colilert 18 hr	82-100 per month	\$22.50
E. coli (P/A)	W	IDEXX Colilert 18 hr	82-100 per month	E. coli tested as part of Total coliform
<b>Lead and Copper Testing</b>				
Copper/ICP MS mg/L	W	EPA 200.7 / 6010 B	60 tests per year	SUB
Lead/ICP MS mg/L	W	EPA 200.8	60 tests per year	SUB

<u>Water Quality (WQ)</u>				
Bromide_IC	W	EPA 300.0	2/month 3 sample locations	SUB
Bromate (mg/L)	W	EPA 300.0	2/month 3 sample locations	SUB
pH	W	SM 4500-H+ B	2/month 3 sample locations	\$13.50
Ammonia-N (ISE)	W	<del>SM 4500-NH3-D</del> EPA 350.1 (1993)	2/month 3 sample locations	\$32.40
Chloride_IC	W	EPA 300.0	2/month 3 sample locations	\$25.20
Chlorite_IC	W	EPA 300.1	2/month 3 sample locations	\$34.20
Conductivity, Specific	W	SM 2510B	2/month 3 sample locations	\$16.20
Nitrate-N IC	W	EPA 300.0	2/month 3 sample locations	\$25.20
Nitrite-N_IC	W	EPA 300.0	2/month 3 sample locations	\$25.20
Sulfate_IC	W	EPA 300.0	2/month 3 sample locations	\$25.20
Total Dissolved Solids	W	SM 2540C	2/month 3 sample locations	\$25.20
Total Hardness as CaCO3	W	SM 2340C	2/month 3 sample locations	\$27.00
Fluoride, IC	W	EPA 300.0	2/month 3 sample locations	\$25.20
Alkalinity, Bicarbonate	W	SM 2320B	2/month 3 sample locations	\$32.40
Alkalinity, Total	W	SM 2320B	2/month 3 sample locations	\$23.40
Arsenic/ICP MS	W	EPA 200.8	2/month 3 sample locations	SUB
Calcium/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Iron/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Magnesium/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB

Potassium/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Sodium/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Corrosivity (Langelier's Index)	W	Calculation	2/month 3 sample locations	\$92.70
Dissolved Organic Carbon	W	SM 5310 C	2/month 3 sample locations	\$49.50
Total Organic Carbon	W	SM 5310 C	2/month 3 sample locations	\$40.50
Total Trihalomethanes	W	EPA 501.3	2/month 3 sample locations	SUB
Haloacetic Acids	W	EPA 552.3	2/month 3 sample locations	SUB
Zinc/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Aluminum/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Sodium/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
Manganese/ICP (Total)	W	EPA 200.7 / 6010 B	2/month 3 sample locations	SUB
<b><u>Total Organic Carbon</u></b>				
Total Organic Carbon (TOC)	W	SM 5310 C	1/month 2 sample locations	\$40.50
<b><u>Cyanide</u></b>				
Cyanide, Total	WW	sm4500-CN	1/week	SUB
*Cyanide, Amenable	WW	9010	1/week	SUB
*only run Amendable if Total Cyanide fails				
<b><u>Sludge TCLP- Full</u></b>				
Mercury	WW	7470A	annual test at 4 locations	SUB
Metals (ICP)	WW	6010B	annual test at 4 locations	SUB
Volatile Organic Compounds (GC/MS)	WW	8260B	annual test at 4 locations	SUB

Chlorinated Acid Herbicides (GC)	WW	8151A	annual test at 4 locations	SUB
Pesticides (GC)	WW	8081B	annual test at 4 locations	SUB
Semi Volatile Organic Compounds (GC/MS)	WW	8270C	annual test at 4 locations	SUB
<b><u>Wastewater Treatment Testing (Pretreatment, Influent, and Effluent)</u></b>				
Phenolics	WW	EPA 420.1	1/week	
Mercury/CV AFS	WW	EPA 245.7	semi-annual at 3 locations	SUB
Arsenic/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Barium/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Cadmium/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Chromium/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Copper/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Lead/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Aluminum/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Beryllium/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Nickel/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Zinc/ICP (Total)	WW	EPA 200.7 / 6010 B	semi-annual at 3 locations	SUB
Antimony/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Thallium/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Selenium/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Silver/ICP MS	WW	EPA 200.8	semi-annual at 3 locations	SUB
Hexavalent Chrome	WW	SM 3500-Cr D	annual at 3 locations	SUB
Volatiles 624	WW	EPA 624	annual at 3 locations	SUB
Nitrate-N_IC	WW	EPA 300.0	annual at 3 locations	\$25.20
Fluoride	WW	EPA 300.0	annual at 3 locations	\$25.20

Pesticides 617	WW	EPA 617	annual at 3 locations	SUB
Hexachlorophene	WW	EPA 604.1	annual at 3 locations	SUB
Semi Volatiles 625	WW	EPA 625	annual at 3 locations	SUB
Pesticides 608	WW	EPA 608	annual at 3 locations	SUB
Pesticides 632	WW	EPA 632	annual at 3 locations	SUB
Pesticides 1657	WW	EPA 1657	annual at 3 locations	SUB
Herbicides 615	WW	EPA 615	annual at 3 locations	SUB
<b><u>Treatment Plant Specific Tests - North Kuehler WWTP</u></b>				
Biochemical Oxygen Demand (5-day)	WW	EPA Approved Methods	Two/week	\$36.00
Total Suspended Solids	WW	EPA Approved Methods	Two/week	\$22.50
Total Phosphorus	WW	EPA Approved Methods	Two/week	\$37.80
Free Cyanide	WW	EPA Approved Methods	One/week	SUB
<i>E. coli</i> , colony-forming units or most probably number per 100 ml	<b>WW</b>	EPA Approved Methods	One/week	\$31.50
<b><u>Treatment Plant Specific Tests - South Kuehler WWTP</u></b>				
Biochemical Oxygen Demand (5-day)	WW	EPA Approved Methods	Two/week	\$36.00
Total Suspended Solids	WW	EPA Approved Methods	Two/week	\$22.50
Total Phosphorus	WW	EPA Approved Methods	Two/week	\$37.80
<i>E. coli</i> , colony-forming units or most probably number per 100 ml	WW	EPA Approved Methods	One/week	\$31.50
<b><u>Treatment Plant Specific Tests - Sam C. McKenzie, Jr. Water Reclamation Facility WWTF</u></b>				

Carbonaceous Biochemical Oxygen Demand (5-day)	WW	EPA Approved Methods	Two/week	\$37.80
Total Suspended Solids	WW	EPA Approved Methods	Two/week	\$22.50
Ammonia Nitrogen	WW	EPA Approved Methods	Two/week	\$32.40
Total Phosphorus	WW	EPA Approved Methods	Two/week	\$37.80
<i>E. coli</i> , colony-forming units or most probably number per 100 ml	WW	EPA Approved Methods	One/week	\$31.50
<b><u>Treatment Plant Specific Tests - Gruene Road Water Reclamation Facility WWTF</u></b>				
Carbonaceous Biochemical Oxygen Demand (5-day)	WW	EPA Approved Methods	Two/week	\$37.80
Total Suspended Solids	WW	EPA Approved Methods	Two/week	\$22.50
Ammonia Nitrogen	WW	EPA Approved Methods	Two/week	\$32.40
Total Phosphorus	WW	EPA Approved Methods	Two/week	\$37.80
<i>E. coli</i> , colony-forming units or most probably number per 100 ml	WW	EPA Approved Methods	One/week	\$31.50
<b>Location of Laboratory Center for Testing and Sample Delivery/Shipping:</b>		GBRA Laboratory		
		933 E Court St		
		Seguin, TX 78155		

<b>Cost Multiplier for Rush Turn-Around-Time (Ex. Std Unit Price x Multiplier = Rush Price):</b>	2x standard unit price		
<b>Cost Multiplier for Emergency Turn-Around-Time (Ex. Std Unit Price x Multiplier = Emergency Price):</b>	4x standard unit price		