

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(WATER RESOURCE PLAN PROJECT)**

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 March 8, 2021 (the “Original Agreement”), to provide general water resources support, water quality and blending support, peer review services, data management support, a Water Resources Plan (“WRP”) update based on 2020 and 2021 data, a water/wastewater easement and maintenance plan and update, operation and maintenance (“O&M”) manuals, Trinity Membrane Water Treatment Plant (“WTP”) backwash/recycle pump support, aging infrastructure plan, and nonrevenue water support (collectively the “Services”);

WHEREAS, NBU and the Professional entered into a First Amendment to the Original Agreement dated October 1, 2021, to (i) add additional general water resources support services and (ii) increase the compensation related to the additional services (the “First Amendment” and, together with the Original Agreement, the “Agreement”);

WHEREAS, NBU and the Professional desire to amend the compensation structure of the Agreement to reallocate unused funds intended for fiscal year 2023 of the contract to fiscal year 2024 of the contract;

WHEREAS, the reallocation of funds from fiscal year 2023 to fiscal year 2024 will not change the total not to exceed amount of the contract;

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 reallocate unused funds intended for the third year of the contract to subsequent years of the contract.

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 B. Exhibit B of the Agreement is hereby deleted and replaced in its entirety by Exhibit 1 to this Second Amendment as of the effective date of this Second 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 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 4. Binding Effect. This Second Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. 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 6. 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 _____, 2023.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipal owned utility

By: _____
Name: Ryan Kelso
Title: Interim CEO

THE PROFESSIONAL:

ARCADIS U.S., INC.,
a Delaware corporation authorized to transact
business in the State of Texas


By: 
Name: Charles Schoening
Title: Vice President, Principal-in-Charge

Exhibit 1

Exhibit B

Compensation

NBU shall pay the Professional to perform the Services described in Exhibit A in an amount not to exceed the amounts listed in the table below by fiscal year. NBU shall pay the Professional for the Services rendered under this Agreement in an amount not to exceed \$2,818,834 for the duration of the Agreement.

| Fiscal Year | Original Contract | First Amendment | Second Amendment | Total Not-To-Exceed Amount |
|--------------------|--------------------------|------------------------|-------------------------|-----------------------------------|
| FY 2021 | \$ 233,984 | \$ 0 | \$ 0 | \$ 233,984 |
| FY 2022 | \$ 483,950 | \$100,000 | \$ 0 | \$ 583,950 |
| FY 2023 | \$ 712,800 | \$ 100,000 | \$ (352,857) | \$ 459,943 |
| FY 2024 | \$ 482,400 | \$ 100,000 | \$ 352,857 | \$ 935,257 |
| FY 2025 | \$ 505,700 | \$ 100,000 | \$ 0 | \$ 605,700 |
| TOTAL | \$ 2,418,834 | \$ 400,000 | \$ 0 | \$ 2,818,834 |