

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, **XYLEM DEWATERING SOLUTIONS, INC. DBA WACHS WATER SERVICES**, a New Jersey corporation authorized to transact business in the State of Texas (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 March 1, 2024, to February 28, 2025 (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 February 28, 2029.

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 the amount 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 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. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

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. Indemnification. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROFESSIONAL SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS SET FORTH BELOW SHALL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY IN THIS SECTION.**

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above with policies and forms satisfactory to NBU. 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 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. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), 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.
- viii. 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.

- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. 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, certificates of insurance, endorsements, schedule of forms and endorsements, 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 \$1,000,000 for each occurrence and a \$2,000,000 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 \$1,000,000 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. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. 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 11. 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 performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. 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 undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(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 gift, bonus, commission, money, or other consideration from any person (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 such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(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 12. 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 shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(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) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) 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:

Xylem Dewatering Solutions, Inc.
dba Wachs Water Services
4965 Eisenhower Road, Ste 102
Windcrest, TX 78218

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.

(O) 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 to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) 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.

(Q) 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.

(R) 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.

(S) 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.

(T) 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.

(U) 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.

(V) 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.

(W) 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.

(X) 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.

(Y) 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 13. 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 14. 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 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **THE PROFESSIONAL SHALL INDEMNIFY, DEFEND, AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM THE PROFESSIONAL'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SECTION.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. 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 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is 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. 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. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
 - i. individuals who are citizens of China, Iran, North Korea, Russia, or a 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”); or
 - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
- (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

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. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

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. 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 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

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 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU’s audit rights in Section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

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.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 23. 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 _____, 2024.

NBU:

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____


Name: Ryan Kelso

Title: Chief Executive Officer

PROFESSIONAL:

**XYLEM DEWATERING SOLUTIONS, INC. DBA
WACHS WATER SERVICES**

a New Jersey corporation authorized
to transact business in the State of Texas

By: 

Name: Michael P Ivory

Title: Director, Service Solutions - Business Development

Exhibit A

Services

A. GENERAL

1. Summary. The Professional shall perform fire hydrant inspection, maintenance, and flow testing of all public fire hydrants within NBU's water service territory.
2. Location. NBU's water service territory is 81 square miles. The longest diagonal across the system is 13.5 miles along the IH 35 corridor.
3. Safety. The Professional shall work in accordance with established NBU safety standards, which are available upon request. The Professional shall be solely and completely responsible for conditions on the job site, including the safety of all employees, property, and the general public during the performance of the Services. This requirement shall apply continuously and shall not be limited to normal working hours. The Professional shall provide and use all protective equipment necessary for the protection of the Professional's employees, property, and the general public. The Professional shall take all safety measures necessary to guard against interfering with the normal operation of NBU's personnel and infrastructure.

The Professional shall be solely responsible for its vehicles, equipment, tools, supplies, materials, and other property. The Professional shall remove its property from the job site(s) at the end of each shift and keep the property in the Professional's possession unless otherwise approved by NBU. NBU shall not provide a secured location for the Professional's equipment and shall not be liable for any vandalism or damage.

4. NBU Details and Specifications. The Professional shall perform the Services in accordance with all materials, flushing procedures, and installation of NBU Specification 511 Water Valves & Fire Hydrants, Drawing No. 240 - Fire Hydrant Installation with 5" Storz Connector, and America Water Works Association ("AWWA") Manual of Practice MI 7, Fire Hydrants: Installation, Field Testing, and Maintenance.
5. Professional's Workmanship. If leaks or service issues are caused by defects in the Professional's workmanship, the Professional shall respond to that location within 24 hours and repair the defects. NBU shall bill the Professional for any water loss due to defects in the Professional's workmanship. If leaks or service issues are caused by defects in the Professional's workmanship, and NBU responds to the location, NBU shall generate a bill to the Professional for costs incurred by NBU to address the leaks or service issues, to include NBU's normal fees for service calls and a charge for any water loss.

B. PERSONNEL/STAFFING/OTHER REQUIREMENTS

1. Employee File/Personnel. The Professional shall maintain an employee file for each staff assigned to NBU. The Professional shall provide name(s) and all contact numbers of the

area fire hydrant service technicians to NBU Water Operations Supervisor before any work commences. The Professional shall provide updates to NBU in writing anytime there is a change in personnel as indicated in Section 6 of the Agreement.

2. Appearance. The Professional's service technicians shall be required to maintain a well-groomed appearance and wear a standard uniform with the Professional's emblem. The technicians' shirts shall be buttoned, tails tucked in, and with no silkscreen designs. The technicians' pants shall be of the Professional's uniform type and shall not have any tears or holes. Beards and/or over-the-collar haircuts shall be acceptable, provided they are neatly groomed and maintained. The Professional shall wear a company identification badge at all times. The Professional shall not use the NBU logo on his or her badge.
3. Employee Conduct. Professionalism and courtesy to the customer is required at all times. No use of customer's equipment or facilities shall be permitted. Neither the Professional nor the Professional's employees shall leave or dispose of any refuse from breaks or lunch on the customer's property. NBU shall not tolerate any horseplay on the job.
4. Intoxicants and Drugs. No intoxicants, illegal drugs, nor employees nor agents of the Professional that are under the influence of any substance, that may impair their actions or performance, shall be allowed on the job site at any time. The Professional shall remove any employee or agent of the Professional, from the job site who engages in unsafe or disorderly conduct, or upon NBU's request.
5. Company Vehicle(s). The Professional's vehicle(s) shall be easily identifiable and clearly marked with the Professional's company name, the Professional's logo and the required "NBU Contractor" magnet provided by NBU.
6. Schedule. The Professional agrees to perform the Services within the time specified in this Section. In the event NBU determines that the Services cannot be completed by the date specified herein, and the Professional fails to propose a solution satisfactory to NBU, NBU may require the Professional to extend its workday and/or work week without additional compensation. The Professional may be required to increase the number of its employees and to increase or change the amount or type of tools and equipment, at no cost to NBU. The Professional shall continue to provide accelerated work until such time that NBU determines that the progress for completion of the Services conforms to the scheduled completion time. The Professional shall absorb all additional costs of the accelerated work.
 - (a) The Professional shall complete the fire hydrant inspection/maintenance Services within 365 business days.
 - (b) The Professional shall complete the system modeling and analysis - hydrant flow testing within 10 business days of a service request from NBU. The service requests shall be required on an as needed basis.
7. Holidays. The Professional shall observe the same holiday schedule as NBU unless prior arrangements have been agreed to in writing by NBU. The NBU holidays are as follows:
Martin Luther King Jr. Day

Presidents Day
Founder's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Comal County Fair Day
Veterans Day
Thanksgiving and Day after Thanksgiving
Christmas and Day after Christmas
New Year's Day

C. NBU CONTRIBUTION TO PROJECT

1. Material. NBU shall stock and order parts for the repairs or replacement of fire hydrants performed in accordance with the Additional Services section of this scope. NBU shall provide notice to the Professional to proceed with any Additional Services. The Professional understands that any Additional Services in this scope shall be on an "as-needed" basis and must be approved as described in the Additional Services section.
2. Information Technology ("IT"). NBU shall provide IT support, including a tablet or laptop computer, with Virtual Private Network ("VPN") connection into NBU enterprise system (subject to NBU's IT security requirements). NBU shall provide access to fire hydrant system maps in work order system (Cityworks) in Esri GIS format with gate codes for any locked gates.
3. Training. NBU shall conduct a workshop to include the following training and information:
 - (a) contact information for NBU Control Center and main contacts for the project;
 - (b) electronic documentation training with the Professional to train personnel on the use of NBU's electronic documentation systems (Cityworks); and
 - (c) a fire hydrant inspection and maintenance workshop with NBU's fire hydrant crew on NBU service procedures and for NBU to shadow the Professional's initial fire hydrant inspection and maintenance Service.

D. PROCEDURES FOR FIRE HYDRANT SERVICES

1. Fire Hydrant Inspection/Maintenance Services. The Professional shall complete all fire hydrant inspection/maintenance services in accordance with AWWA MI 7 and all NBU requirements, as specified in Sections 1(a) through 1(gg) of this Exhibit A. The Professional shall perform the following procedures for fire hydrant inspection/maintenance services including but not limited to:
 - (a) Taking a picture of the location before the Services are performed, with the fire hydrant reference number included in the photo on marker board or photo notation, and uploading the photo to Cityworks.

- (b) Checking the hydrant's appearance and removing any obstructions around it.
- (c) Checking to see if the hydrant needs paint and painting the hydrant (excluding the bonnet).
- (d) Checking to see whether the hydrant needs to be raised or lowered due to a change in the ground surface grade and noting in Cityworks if any maintenance or repairs were completed, still needed, and the hydrant's nozzle height, type and size.
- (e) For traffic-model hydrants: checking the breakaway device for damage, and noting in Cityworks if any maintenance or repairs were completed or still needed.
- (f) Removing one outlet-nozzle cap and using a listening device to check for main-valve leakage then noting in Cityworks any leakage.
- (g) Checking for the presence of water in the hydrant barrel by using a plumb bob, or other suitable means, and noting in Cityworks any water and/or leakage.
- (h) Attaching a fire hose, or other deflector, to protect the street, traffic, and private property from any water expelled at high velocity and noting in Cityworks the deflector type used and the method used to dechlorinate.
- (i) Opening the hydrant and flush to remove any foreign material from the interior or lead and noting in Cityworks the approximate volume and duration of flush until clear water flowed and the water quality (color, odor).
- (j) Installing a static pressure gauge on the hydrant and measuring static pressure and noting in Cityworks any static pressure observed.
- (k) Removing the static pressure gauge, attaching a section of fire hose, or other deflector, to protect the street, traffic, and private property from water expelled at high velocity and noting in Cityworks the deflector type used and the method used to dechlorinate.
- (l) Opening the hydrant and flow (60 seconds minimum) and noting in Cityworks the approximate gallons per minute flowed and the approximate volume flushed and water quality (color, odor).
- (m) Closing the hydrant by removing the deflector and checking the operation of the drain valve by placing the palm of one hand over the outlet nozzle and noting in Cityworks if suction is occurring or if any drain holes may be blocked. Drainage should be sufficiently rapid to create noticeable suction.
- (n) For no-drain hydrants, pumping the water from the barrel and noting in Cityworks if suction is noted or if drains holes may be blocked.
- (o) Using a listening device to check for main valve leakage and noting in Cityworks any leakage.
- (p) Replacing the outlet-nozzle cap and leaving it loose enough to allow air to escape.
- (q) Opening the hydrant only a few turns in order to allow air to vent from the outlet-nozzle cap.
- (r) Tightening the outlet-nozzle cap.
- (s) Checking the hydrant lubrication and opening the hydrant fully.
- (t) Checking for ease of operation and if certain water conditions caused hard-water buildup on the stem threads of toggle and slide-gate hydrants and on the threads of wet-top hydrants.
- (u) Opening and closing the hydrant repeatedly to remove hard-water buildup and noting any problems that may make operation difficult like stuck packing and bent

stems and noting in Cityworks if any maintenance and repairs were completed or needed.

- (v) With the hydrant fully open, checking for leakage at flanges, around outlet nozzles, at packing or seals, and around the operating stem and noting in Cityworks any leakage and any repairs or maintenance completed or still needed.
- (w) Partially-closing the hydrant so the drains open and water flows through under pressure for about 10 seconds and flushing the drain outlets.
- (x) Closing the hydrant completely while backing off the operating nut enough to take pressure off the thrust bearing or packing.
- (y) Removing all outlet-nozzle caps and cleaning the threads, checking the condition of the gaskets, and lubricating the threads while checking the ease of operation of each cap.
- (z) Replacing gaskets if they are damaged or leaking. Lubricating the gaskets with appropriate food grade oil and grease and noting in Cityworks if any repairs or maintenances were completed or needed and the lubricant used.
- (aa) Checking the outlet-nozzle-cap chains or cables for free action on each cap. If the chains or cables bind, opening the loop around the cap until they move freely. This will keep the chains or cables from kinking when the cap is removed during an emergency.
- (bb) Replacing any missing or damaged chains and noting in Cityworks if any repairs or maintenance were completed or needed.
- (cc) Replacing the caps with new caps and noting in Cityworks if nozzle caps are missing or damaged. When replacing the old caps, the Professional shall ensure to tighten new caps enough to prevent their removal by hand.
- (dd) Checking the lubrication of operating-nut threads and then lubricating per the manufacturer's recommendations, and noting in Cityworks if any repairs or maintenance were completed, or needed, and the lubricant used.
- (ee) Locating the auxiliary valve and providing survey grade GPS location for auxiliary valve and fire hydrant, clearing area around valve, and painting valve cover. The Professional shall note in Cityworks if the valve is not found.
- (ff) If the hydrant is inoperable, bagging it with a black plastic garbage bag, taping base of bag to hydrant and notifying the City of New Braunfels Fire Department and NBU Control Center (830-608-8848) immediately before leaving the site. The Professional shall note in Cityworks when a fire hydrant is inoperable.
- (gg) Taking a picture of the location, after the Services are performed, with the fire hydrant reference number included in the photo on marker board or photo notation, and uploading the photo to Cityworks.

2. System Modeling and Analysis – Hydrant Flow Testing. The Professional shall complete all system modeling and analysis – hydrant flow testing in accordance with NBU's Water Connection Policy, Specification 511.5 Water Flow Testing for Fire Hydrants, the requirements of AWWA M1 7, and the requirements and certifications of the National Fire Protection Association ("NFPA"). The Services shall include but are not limited to:

- (a) Taking a picture of the location with the fire hydrant number in photo notation or on a marker board before and after inspection and tests and uploading the photo to Cityworks.
 - (b) Collecting flow test information on NBU's standard Fire Hydrant Flow Test form. Additionally, providing information in excel or another digital format as requested by NBU.
3. Inspection and Testing Consideration. The Professional shall be responsible for the planning and implementation of the fire hydrant inspection and testing. The inspection and testing services include but are not limited to:
- (a) using a diffuser for flushing or flow testing;
 - (b) dechlorinating discharged water in accordance with AWWA MI 7;
 - (c) providing traffic control and pedestrian/trail detours when needed;
 - (d) temporarily removing any construction meters in place, and not in use, for flow test and re-installing the meters;
 - (e) coordinating the flow test with customers if a fire hydrant meter is in use;
 - (f) protecting private property and cleaning up area around test and returning site to its original appearance;
 - (g) confirming the fire hydrant is closed and not leaking before leaving the site; and
 - (h) any other service necessary for completion of the project.
4. Additional Services (the "Additional Services"). In addition to the Services, NBU may require some assistance with repairing or replacing fire hydrants that the Professional identifies as damaged while in the field. The Additional Services described in this Section shall be a backup to NBU's fire hydrant repair crews. The Professional shall seek prior written approval in the form attached in Exhibit C from NBU before commencing work on any Additional Services described in this Section. The Professional shall perform all installations and/or repairs in accordance with NBU's standard details and specifications, which NBU will provide upon request. NBU shall stock and order parts for all repairs or replacements completed in accordance with this Section. The Additional Services include but are not limited to:
- (a) repair crew or personnel, for damaged fire hydrants not requiring machine excavation, and
 - (b) repair crew or personnel, for replacement of fire hydrants or repairs requiring machine excavation.

Exhibit B

Compensation

NBU agrees to pay the Professional for the Services and the Additional Services rendered under this Agreement in accordance with the tables below and made a part of this Agreement.

Services

NBU shall pay the Professional for the Services in an amount not to exceed \$223,500 annually during the Term of the Agreement and a total not to exceed amount of \$1,117,500 for the duration of the Agreement.

Standard Services Description	Unit	Quantity	Unit Cost	Extended Cost
Fire Hydrant Inspection/ Maintenance Services	EA	4700	\$40.00	\$188,000.00
System Modeling and Analysis – Hydrant Flow Testing	EA	100	\$195.00	\$19,500.00
Survey Grade GPS Coordinates of Fire Hydrant or Auxiliary Valve	EA	8000	\$2.00	\$16,000.00
			TOTAL PRICE	\$223,500.00

Additional Services

NBU shall pay the Professional for the Additional Services in an amount not to exceed \$176,500 annually during the Term of the Agreement and a total not to exceed amount of \$882,500 for the duration of the Agreement; provided, however, the Professional must obtain prior written approval in the form attached in Exhibit C from NBU prior to performing the Additional Services.

The hourly rate for Additional Services shall be a one (1) hour minimum.

Additional Services	Hourly Rate
Repair Crew for damaged fire hydrants, not requiring machine excavation or lifting	\$200.00
Repair Crew for replacement of fire hydrants repairs requiring machine excavation	\$800.00

Exhibit C

Work Authorization



Work Authorization No. _____

New Braunfels Utilities ("NBU") Attn: Water Operations Manager 263 Main Plaza New Braunfels, Texas 78130	Project No.:
	Agreement No.:
	Date:
This Work Authorization No. ____ is for Additional Services in accordance with the terms and conditions outlined in the Professional Services Agreement between Xylem Dewatering Solutions, Inc. DBA Wachs Water Services ("Professional") and NBU dated _____ (the "Agreement").	
Project Description: Description of Services: The Professional shall provide the Additional Services in accordance with Exhibit A of the Agreement and more particularly described in Appendix __ to this Work Authorization. Deliverables:	
Compensation shall be as follows: The compensation shall be in the amount of \$##### for the Additional Services and Deliverables described in this Work Authorization in accordance with the hourly rates schedule described in Exhibit B of the Agreement.	
	Amount of this Authorization \$
Schedule shall be as follows:	

The above described services shall proceed upon return of this Work Authorization. Services will be billed as they are done. If the Work Authorization conflicts with the Agreement, the Agreement controls.

This Work Authorization will serve as notice to proceed.

PROFESSIONAL: 

NBU:
NEW BRAUNFELS UTILITIES

XYLEM DEWATERING SOLUTIONS, INC.
DBA WACHS WATER SERVICES

NAME: Michael P Ivory

NAME: _____

TITLE: Director, Service Solutions - Business Development

TITLE: _____

DATE: 1/17/2024

DATE: _____