

**FIRST AMENDMENT TO
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (the “Amendment”) is entered this _____ day of _____, 2022 by and between **CITY OF HILSHIRE VILLAGE** (the “City”), organized under the laws of the State of Texas and located in Harris County, Texas, and **INFRAMARK, LLC** (“Inframark”), a Texas limited liability company with offices located in Katy, Harris County, Texas.

WHEREAS, the City and **SEVERN TRENT ENVIRONMENTAL SERVICES, INC.** (“**Severn Trent Inc.**”) originally entered into that certain Amended and Restated Professional Services Agreement dated September 16, 2014 (collectively, the “**Original Agreement**”) by and between the City and Inframark (as successor in interest to Severn Trent Environmental Services, Inc.).

WHEREAS, Severn Trent Inc. converted into Severn Trent Environmental Services, LLC (“**Severn Trent LLC**”) and Severn Trent LLC succeeded to and assumed all of Severn Trent Inc.'s obligations, duties, rights, titles, and interests in and to the Original Agreement; and

WHEREAS, on December 1, 2017, Severn Trent LLC changed its name to Inframark, LLC (“**Inframark**”). Inframark has succeeded to and assumed all of Severn Trent LLC’s and Severn Trent Inc.’s obligations, duties, rights, titles, and interests in and to the Original Agreement and any amendments thereto; and

NOW THEREFORE, and in consideration of the mutual covenants and agreements herein contained and contained in the Original Agreement, the City and Inframark hereby:

(a) confirm and agree that the facts set forth in the recitals hereof are true and correct and made a part hereof, and

(b) ratify and affirm the Original Agreement and the assumption by Inframark of the Original Agreement and of all obligations, duties, rights, titles, and interests of Severn Trent, LLC and Severn Trent, Inc. thereunder, all in accordance with the terms, provisions, stipulations, and conditions of the Original Agreement, and

(c) the City and Inframark hereby agree to amend the Original Agreement as follows:

ARTICLE I

Section 1.1: Definitions. Unless otherwise specifically set forth in this Amendment, all capitalized terms shall have the meanings set forth in the Original Agreement.

Section 1.2: Amendment to Rates and Addition of Attachment “A”. All rates referenced within the Original Agreement shall be removed and replaced in their entirety with Attachment “A” attached hereto and incorporated herein.

ARTICLE II

Section 2.1: Term. This Amendment shall continue in force and effect for the same period as the Original Agreement.

Section 2.2: Agreement in Effect: Amendment Controls. All terms and provisions of the Original Agreement, except as amended hereby, shall remain in full force and effect. In the event that any provision of this Amendment conflicts with the Original Agreement, the provisions of this Amendment shall control.

Section 2.3: Merger. This Amendment, together with the Original Agreement, embodies the entire agreement between the Parties relative to the subject matter hereto and thereof.

IN WITNESS WHEREOF, the City and Inframark have caused this Amendment to be executed by their duly authorized officers.

CITY OF HILSHIRE VILLAGE

INFRAMARK, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: Todd Burrer

Title: _____

Title: Vice President, Texas MUDs

Date: _____

Date: _____

**SCHEDULE OF STANDARD RATES
ATTACHMENT "A"**

Base Monthly Operations Fees

Lift Station	\$ 500.00 per lift station, per month
Collection and Distribution	\$ 7,200.00 per month
Residential Connection Fee	\$ 4.51 per connection or apt. unit served
Commercial Connection Fee	\$ 4.51 per 10,000 gallons of water usage

The following is a partial list of Inframark charges showing the current rates:

Water Service Taps

*Residential Meters 5/8" x 3/4"	\$ 900.00 per tap, plus \$3.00 per foot if over 40'
*Non-typical Residential Meters 1"	\$ 1,350.00 per tap, plus \$3.00 per foot if over 40'
Taps larger than 1"	Custom Quote

*There will be a separate charge for any tap installation over 5 feet deep. Any future vendor price increases related to tap materials will be presented to the City at least 30 days prior to implementation.

Sanitary Sewer Inspection

Residential	\$ 50.00 per inspection
Commercial	Custom quote per inspection

Customer Service Inspections

Residential-Pre-site	\$ 35.00 per inspection/rejection
Residential-Slab	\$ 30.00 per inspection/rejection
Residential-Wall	\$ 30.00 per inspection/rejection
Residential-Fixture	\$ 60.00 per inspection/rejection
Residential-Final Site Survey	\$ 55.00 per inspection/rejection
Non-Residential	Custom quote per inspection/rejection

Other Types of Inspections

Backflow Prevention	\$ 125.00 per inspection/rejection
Grease Trap	\$ 60.00 per inspection
Fire Hydrant	Labor, Vehicle and Equipment rates

Labor and Supervision

Salary Cost X 2, which consists of the hourly rate and benefit cost X 2.

Overtime rates of time and one-half will apply for work performed in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays as designated by Inframark as company holidays.

**SCHEDULE OF STANDARD RATES – CONTINUED
ATTACHMENT “A”**

Vehicles and Equipment

Utility Truck	\$ 17.50 per hour
Electrical Vehicle	\$ 35.00 per hour
Maintenance Truck	\$ 35.00 per hour
Mechanical Truck	\$ 35.00 per hour
Chlorination Truck	\$ 35.00 per hour
Crew Truck	\$ 45.00 per hour
Crane Truck	\$ 60.00 per hour
Backhoe w/trailer	\$ 65.00 per hour
Shoring Equipment	\$ 30.00 per hour
Utility Trailer	\$ 12.00 per hour
Lowboy (Gooseneck) Trailer	\$ 12.50 per hour
*Air Scouring Unit (4-hr. minimum)	\$ 120.00 per hour
*Televising Unit (4-hr. minimum)	\$ 150.00 per hour
*Vactor/Jet Unit (4-hr. minimum)	\$ 200.00 per hour – not including dump fee
Includes Technician	
*Vactor/Jet Unit (4-hr. minimum)	\$ 220.00 per hour – <u>overtime rate</u> , not including dump fee
Includes Technician	

*These units will be available on a per-foot based cost quoted by job.

Other Services

Sludge Management and Disposal	No markup on invoices paid directly by the City
Landscape Services	Outside contractor rates, plus markup
Billing and Collection Services	At Cost, No Markup
Back-charge Administrative Fee	\$ 15.00 per back-charge
Delinquency Notices	\$ 15.00 per notice
Returned Check/Payment Reversal	\$ 25.00 per transaction
Service Account Transfer/Setup	\$ 15.00 per transfer
Meter Disconnects/Reconnects	\$ 30.00 per disconnect/reconnect
Meter Removal/Installation/Reinstallation	\$ 60.00 per removal/installation/reinstallation
Meter Verification/Re-Read	Labor, Vehicle and Equipment rates
Special Studies/Reports	Labor, Vehicle and Equipment rates

Outside contractor, professional services, and materials (except for billing and collection services) utilized for services in this Attachment “A”, will be billed at cost plus 20%.

Inframark shall hold firm the rates set forth in this Attachment "A" for a period of one (1) year from the date of this Amendment. For subsequent years, the regular rates will be increased by the same percentage as any increase in the Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics (the “Price Index”), or any replacement to that index from time to time, during the preceding twelve (12) months. The increase in the Price Index shall be determined by calculating the percentage increase between the Price Index in effect as of the month of each and every anniversary of this Amendment date over the Price Index in effect as of the month of the previous anniversary date. In no event shall the rates herein be decreased by virtue of any such adjustment.