

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
(BIOSOLIDS AND DEBRIS DISPOSAL SERVICES)**

This **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **RESIDUALS TRANSPORT CORPORATION**, a Texas corporation (the “Professional”).

RECITALS

WHEREAS, NBU and the Professional entered into the Professional Services Agreement dated July 12, 2021 (the “Agreement”), to provide biosolids and debris disposal services (the “Services”) for NBU’s water and wastewater treatment facilities;

WHEREAS, due to increased costs for fuel, capital equipment, and insurance, the Professional has increased its rates and desires to adjust the not to exceed compensation amounts of the Agreement for the third, fourth, and fifth terms as follows:

Term	Original Not To Exceed Compensation	Adjusted Not To Exceed Compensation
Third	\$942,485	\$1,017,883
Fourth	\$989,458	\$1,068,614
Fifth	\$1,038,732	\$1,121,830

WHEREAS, the Professional requests to include the small box transfer rate in the compensation section of the Agreement as it was included in the proposal and the solicitation but was inadvertently not included in the Agreement;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional desire to amend the Agreement to (i) increase the annual compensation for the third, fourth, and fifth terms of the Agreement and (ii) add the fee related to the small box transfers;

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

Section 6. Governing Law. This First 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 First 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:

RESIDUALS TRANSPORT CORPORATION,
a Texas corporation

By: _____
Name: _____
Title: _____

Exhibit B

Compensation

NBU shall pay the Professional for the Services under this Agreement a total compensation not to exceed \$858,000 for the initial one-year term, \$897,700 for the second one-year term, \$1,017,883 for the third one-year term, \$1,068,614 for the fourth one-year term, and \$1,121,830 for the fifth one-year term, for a total amount not to exceed \$4,964,027 for the duration of the Agreement.

Services

NBU shall pay the Professional a fuel surcharge in accordance with the chart below:

Fuel Price	Surcharge	End Dump Load	Roll off container	Small Box Transfer <i>**(not subject to fuel price surcharge) **</i>
\$3.73 and below	None	\$1,242	\$896	\$216
\$3.76 - \$4.00	\$10/Load	\$1,252	\$906	NO CHARGE
\$4.01-\$4.25	\$15/Load	\$1,257	\$911	NO CHARGE
\$4.26-\$4.50	\$20/Load	\$1,262	\$916	NO CHARGE
\$4.51-\$4.75	\$25/Load	\$1,267	\$921	NO CHARGE

If the Professional assesses any fuel charges pursuant to this Exhibit, these charges shall be included and not in addition to the not to exceed amounts specified herein.