

EXHIBIT

“A”

**AMENDMENT NO. 2
TO THE REFUSE COLLECTION CONTRACT
BETWEEN CITY OF ROUND ROCK, TEXAS
AND CENTRAL TEXAS REFUSE, INC.**

This Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc., hereinafter called “Amendment No. 2” is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the “City”), and Central Texas Refuse, Inc. (the “Contractor”).

WHEREAS, the City and Contractor entered into one certain Refuse Collection Contract on November 22, 2016 whereby Contractor agreed to collect garbage, rubbish, refuse, and recyclable materials for residential customers within the City (the “Contract”); and,

WHEREAS, the parties executed an Amendment No. 1 to the Contract on February 14, 2019 whereby recycling services were added to the Contract; and

WHEREAS, the City has established a Downtown Commercial District for the purpose of streamlining the disposal and collection of refuse and recyclables for businesses located within the District; and

WHEREAS, the parties desire to amend the scope of services of the Contract to include refuse and recycling services for the Downtown Commercial District;

NOW THEREFORE, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree that said Agreement is amended as follows:

AGREEMENT

1. In **SECTION 2: DEFINITIONS**, the definitions of “Downtown Commercial District”, “Downtown Commercial District Containers”, “Downtown Commercial District Customer”, “Downtown Commercial District Services” and “Downtown Commercial District Services Rate” shall be added to read:

Downtown Commercial District — Downtown Commercial District shall mean all business located in Block 10, Block 21, and Block 22 of the original plat of Round Rock.

Downtown Commercial District Containers – Downtown Commercial District Containers shall mean the dumpsters for the disposal of Municipal Solid Waste and the dumpsters for the disposal of Recyclable Material located in the Downtown Commercial District. There shall be one dumpster for the disposal of Municipal Solid Waste and one dumpster for the disposal of Recyclable Material located on each block of the Downtown Commercial District for use by the Downtown

Commercial District Customers. The Downtown Commercial District Containers shall be located within a locked enclosure.

Downtown Commercial District Customer – Downtown Commercial District Customer shall mean any business located within the Downtown Commercial District that produces Solid Waste and/or Recyclable Materials.

Downtown Commercial District Services – Downtown Commercial District Services shall mean Municipal Solid Waste Services, Bulk Waste Services, and Recycling services for the Downtown Commercial District pursuant to this Contract.

Downtown Commercial District Services Rate – Downtown Commercial District Services Rate shall mean the sum of money per Downtown Commercial District Customer paid each month by the City to the Contractor for the provision of Downtown Commercial District Services as set forth herein.

2. In **SECTION 2: DEFINITIONS**, the definition of “Municipal Solid Waste” shall be amended to read as follows:

Municipal Solid Waste – Municipal Solid Waste shall mean Solid Waste resulting from or incidental to activities of Residential Services Units, City Facilities, ~~and~~ City Events, Downtown Commercial District and Construction and Demolition activities, including Garbage and Rubbish. Municipal Solid Waste shall not include Hazardous Waste and Special Waste.

3. **SECTION 4: GRANT OF FRANCHISE**, shall be amended to add (iv) as follows:

City hereby grants Contractor for the term of this Contract, including any automatic renewals, as defined in Section 5 unless sooner terminated, the right, privilege, and franchise to have, use and operate Residential Services and City Facility Services; and to have, use and operate its vehicles on, over, and along, and across the present and future streets and alleys. The City grants the Contractor the exclusive right, privilege, and franchise to have, use and operate:

- (i) Municipal Solid Waste Services, Bulk Waste Services, and Recycling Services for Residential Service Units,
- (ii) Municipal Solid Waste Services and Bulk Waste Services for City Facilities,
- (iii) Municipal Solid Waste Services and Recycling Services for City Events, and
- (iv) Municipal Solid Waste Services, Bulk Waste Services, and Recycling Services for the Downtown Commercial District.

4. **SECTION 6: MUNICIPAL SOLID WASTE SERVICES, BULK WASTE SERVICES AND RECYCLING SERVICES**, shall be amended to add Section 6.3 as follows:

6.3 Municipal Solid Waste Services, Bulk Waste Services and Recycling Services for the Downtown Commercial District

Contractor shall provide the Downtown Commercial District Services. Contractor and City shall mutually decide on the number and size of Downtown Commercial District Containers. In addition, Contractor and City shall mutually decide on the frequency and scheduled days. If a dispute arises concerning Downtown Commercial District Services, Contract Administrator shall at its sole discretion determine a resolution of the disputed issue.

5. **SECTION 7: COLLECTION, DISPOSAL, AND PROCESSING LOCATION**, shall be amended to add 7.1.3 as follows:

7.1. Collection Location

7.1.3 Downtown Commercial District Services

The Contract Administrator shall designate the locations for the collection of Municipal Solid Waste and Recyclable Material in the Downtown Commercial District.

6. **SECTION 8: COMINGLING OF RESIDENTIAL SERVICES MATERIALS AND DISPOSAL OF RECYCLABLE MATERIALS PROHIBITED**, shall be amended as follows:

8.1 Commingling of Residential Services Materials Prohibited

The Contractor shall not commingle Municipal Solid Waste, Bulk Waste, and/or Recyclable Materials from Residential Services, City events, ~~and~~ City Facilities, and the Downtown Commercial District with materials from outside the City except when approved in writing by the Contract Administrator.

7. **SECTION 10: COLLECTION AND PROCESSING EQUIPMENT**, shall be amended as follows:

10.1 Collection Equipment

10.1.1 Collection Vehicles

10.1.1.3 Purchase, Operation, Maintenance, Storage and Replacement of Collection Vehicles

Contractor, at its sole cost, shall purchase, operate, maintain, store and replace all collection vehicles as required for the provision of Residential Services, ~~and~~ City Facility Services and Downtown Commercial District Services. Contractor shall maintain collection vehicles according to industry standards including, but not limited to, prevention of leakage, and other industry standard performance requirements.

10.1.3 Other Collection Equipment

10.1.3.2 Purchase, Operation, and Maintenance of Other Collection Equipment

The Contractor shall, at its sole cost, purchase, install and maintain the Downtown Commercial District Containers.

Unless otherwise stated in this Contract, Contractor, at its sole cost, shall purchase operate, and maintain collection equipment.

The Contract Administrator, at his/her sole discretion, shall determine whether the Contractor is or is not properly maintaining the collection equipment. If the Contract Administrator determines the Contractor is not properly maintaining the collection equipment, Contractor shall replace such equipment in accordance with this Contract.

8. SECTION 13: HOLIDAYS, shall be amended as follows:

For purposes of this Contract, holidays shall include only the following:

- (i) New Year's Day
- (ii) Thanksgiving Day; and
- (iii) Christmas Day.

The Contract Administrator, at his/her sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the City will provide the Contractor notice in accordance with the provisions of this Contract. If a holiday occurs on a scheduled collection day for Residential Services, Contractor shall perform the scheduled collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day. If a holiday occurs on a scheduled collection day for City Facility Services or Downtown Commercial District Services, the Contractor shall perform the scheduled collection for such City Facility or the Downtown Commercial District on the next calendar day after the holiday.

9. **SECTION 12: HOURS OF OPERATION**, shall be amended by amending 12.1.2 and adding 12.1.3 as follows:

12.1. Collection Hours of Operation

12.1.2 City Facility

Contractor’s regular collection hours for City Facility Services within 300 feet of a residential area shall be from ~~7:00~~ 6:30 a.m. until ~~6:00~~ 6:30 p.m., ~~Monday through Sunday. Contractor is prohibited from operating its vehicles on City streets for this designated area prior to 7:00 a.m. or after 8:00 p.m.~~

12.1.3 Downtown Commercial District

Contractor’s regular collection hours for Downtown Commercial District Services shall be as agreed upon by the Contract Administrator and the Contractor.

10. **SECTION 20: RESIDENTIAL SERVICES RATE**, shall be amended by amending the section heading and adding 20.7 as follows:

SECTION 20: RESIDENTIAL SERVICES RATE; DOWNTOWN COMMERCIAL DISTRICT RATE

20.7 Downtown Commercial District Services Rate

The Downtown Commercial District Services Rate is the sum money per Downtown Commercial District Customer paid each month by the City to the Contractor for the provision of Downtown Commercial District Services. The Downtown Commercial District Services Rate determined based on the business classification of the Customer and the square footage of the business and is calculated as follows:

<u>Business Classification</u>	<u>Sq. ft. Classification</u>	<u>Service Rate per month</u>
Small Office	6500 or less	\$32.00
Large Office	6501 or more	\$66.00
Small Retail and Services	3000 or less	\$66.00
Large Retail and Services	3001 or more	\$107.00
Small Restaurant	1600 or less	\$184.00
Medium Restaurant	1601-3000	\$253.00
Large Restaurant	3001 or more	\$323.00
Small Bar	2500 or less	\$163.00
Large Bar	2501 or more	\$253.00

The Contract Administrator shall determine the appropriate business classification for each existing and each new Downtown Commercial District Customer. The square footage of each business shall be determined by adding the total main square footage to the total outdoor area square footage. Outdoor area square footage shall include a covered or uncovered patio or any other outdoor space utilized by customers. The Contract Administrator shall provide the business classification and square footage of each business in the Downtown Commercial District to the Contractor.

11. **SECTION 22: CUSTOMER LIST, BILLING PAYMENT**, shall be amended as follows:

22.1 Customer List

From time to time, City shall provide Contractor with a Customer List for Residential Services, ~~and~~ Facility Services and Downtown Commercial District Services. Contractor will report in writing to the Contract Administrator any Cart(s) or Bulk Waste placed at the curbside of a Residential Waste Service Unit, ~~or~~ City Facility or a business located in the Downtown Commercial District that is not on the then current Customer List, and Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Services Units, ~~and~~ City Facilities and the Downtown Commercial District.

22.2 Billing

22.2.3 Downtown Commercial District Services

The City shall bill businesses located in the Downtown Commercial District as identified on the Customer List for the Downtown Commercial District in accordance with the rate structure established herein.

22.3 Payment

22.3.1 Payment to the Contractor

On or prior to the 15th of each calendar month, the City shall pay to the Contractor the Residential Services Rate for each Residential Unit and the Downtown Commercial District Services Rate for each business located within the Downtown Commercial District that has paid the City's fee for collection of refuse and recycling services during the previous month.

12. Except as amended hereby, the Contract as originally written, along with Amendment No. 1, remains in full force and effect.

13. This Amendment No. 2 may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Amendment No. 2.
14. This Amendment No. 2, together with the Contract and Amendment No. 1, embodies the entire agreement of the parties hereto, and is binding upon and inures to the benefit of the parties to this Amendment No. 2 and their respective heirs, executors, administrators, personal representatives, legal representatives, successors and assigns and incorporates all previous correspondence or communication, whether written or oral. The Amended Contract, as amended hereby, can only be further modified or varied by written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment No. 1 to the Contract on the dates indicated.

CITY:
City of Round Rock

CENTRAL TEXAS REFUSE, INC.:

CRAIG MORGAN, Mayor

Date: _____

Name: _____

Title: _____

ATTEST:

Date: _____

SARA WHITE, City Clerk

Approved as to form:

STEPHAN L. SHEETS, City Attorney