

## SECOND AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This “**SECOND AMENDMENT TO COMMERCIAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT**” (this “Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Deer Park, Texas (“City”) and Waste Management of Texas, Inc. (“Contractor”), a Texas corporation.

### W I T N E S S E T H:

**WHEREAS**, the City and Contractor previously entered into a certain Commercial Solid Waste Collection and Transportation Agreement dated September 3, 2013, and the First Amendment dated October 16, 2018 (collectively, the “Agreement”), whereby Contractor was granted the exclusive right within the City to operate and maintain the service of containerized commercial waste collection, transportation, and disposal, as more particularly set forth in the Agreement; and

**WHEREAS**, the City and Contractor desire to modify the Agreement, as more particularly set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. This Amendment will take effect on \_\_\_\_\_, 2019.
2. Section 1.02 of the Definitions entitled Commercial Unit is hereby revised to add the following words in bold:

1.02 Commercial Unit: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, **mobile home parks (with more than 20 permanent mobile homes)**, and other non-manufacturing facilities, premise, locations or entities, public or private, within the corporate limits of the City that generate two (2) cubic yards or more of Solid Waste per week.

3. A new subsection shall be added as 5.01(c) as follows:

(c) **Mobile Home Parks:** Contractor shall have the exclusive right to provide Solid Waste collection to mobile home parks with at least 20 permanent mobile homes. Contractor will deliver one (1) approximately 95-gallon rubber-wheeled polycart with an attached lid (“Cart(s)”) to each mobile home within the park for collection of Solid Waste. Contractor shall provide a once per week collection of the Carts. Customers shall place the Carts for collection in a location that is readily accessible to Contractor and its automated side load collection truck, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer.

Customers shall not overload Carts and the Carts shall be loaded such that the lids shall close securely. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Cart, (ii) any Residential Waste from a Cart that is overloaded, or (iii) a Cart that is not properly placed for collection. The Base Rates for once per week Cart collection service to mobile home Customers is set forth on the attached **Schedule A**. A mobile home Customer may also request that Contractor provide an additional Cart for such Customer's use and the Base Rate for additional Carts is also set forth in the attached **Schedule A**.

The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the mobile home where delivered by Contractor. Any Cart removed from a Residential Unit shall be deemed lost. In the event a Cart should be lost or stolen from a mobile home, Contractor agrees to replace such lost or stolen Cart with a replacement Cart, at a charge to the Customer set forth in the attached **Schedule A**.

4. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first set forth above.

**CITY**

**CONTRACTOR:**

**Deer Park, Texas**

**Waste Management of Texas, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE “A” to the Second Amendment  
Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park  
Effective Date: December 1, 2018**

**Base Rates  
(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection:       \$19.80 per home  
Additional Cart for Mobile Home:   \$5.00 per home per month  
Replacement Cart:                   \$75.00

<b>Dumpster Service</b>								
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$57.42	\$86.37	\$107.97	\$114.82	\$143.54	\$172.24	\$60.49
	<b>3 cy</b>	\$80.98	\$107.97	\$156.55	\$199.73	\$291.51	\$323.33	\$66.54
	<b>4 cy</b>	\$84.03	\$129.56	\$183.55	\$229.67	\$287.07	\$344.49	\$72.59
	<b>6 cy</b>	\$86.13	\$172.74	\$242.92	\$313.11	\$464.25	\$516.73	\$78.64
	<b>8 cy</b>	\$114.82	\$210.54	\$313.11	\$459.31	\$615.41	\$688.98	\$84.68
	<b>10cy</b>	\$143.54	\$259.12	\$356.28	\$574.15	\$637.00	\$861.22	\$90.74

Add Locking device:                   \$78.60 (one-time charge for adding device.)  
  
Roll out fee:                               \$18.16/occurrence  
  
Dumpster Delivery Fee:               \$145.19  
  
Redelivery/Relocate/Swap Fee:       \$145.19/event  
  
Overage Charge:                         \$138.00

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2019**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection: \$20.79 per home  
 Additional Cart for Mobile Home: \$5.25 per home per month  
 Replacement Cart: \$78.75

<b>Dumpster Service</b>								
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$60.29	\$90.69	\$113.37	\$120.56	\$150.72	\$180.86	\$63.52
	<b>3 cy</b>	\$85.02	\$113.37	\$164.38	\$209.72	\$306.09	\$339.50	\$69.87
	<b>4 cy</b>	\$88.24	\$136.04	\$192.72	\$241.15	\$301.42	\$361.71	\$76.22
	<b>6 cy</b>	\$90.43	\$181.37	\$255.06	\$328.76	\$487.46	\$542.57	\$82.57
	<b>8 cy</b>	\$120.56	\$221.06	\$328.76	\$482.28	\$646.18	\$723.43	\$88.92
	<b>10cy</b>	\$150.72	\$272.08	\$374.10	\$602.85	\$668.85	\$904.29	\$95.28

Add Locking device: \$82.53 (one-time charge for adding device.)  
 Roll out fee: \$19.06/occurrence  
 Dumpster Delivery Fee: \$152.44  
 Redelivery/Relocate/Swap Fee: \$152.44/event  
 Overage Charge \$144.90

**SCHEDULE “A”**  
**Base Rates – Commercial Dumpsters & Mobile Home Cart Collection**

**City of Deer Park**  
**Effective Date: December 1, 2020**

**Base Rates**  
**(includes 12% franchise fee and 8% processing fee)**

Mobile Home Cart Collection: \$21.83 per home  
 Additional Cart for Mobile Home: \$5.51 per home per month  
 Replacement Cart: \$82.69

<b>Dumpster Service</b>								
		<b>1x</b>	<b>2x</b>	<b>3x</b>	<b>4x</b>	<b>5x</b>	<b>6x</b>	<b>Extra P/U</b>
<b>Size</b>	<b>2 cy</b>	\$63.31	\$95.23	\$119.03	\$126.59	\$158.25	\$189.90	\$66.69
	<b>3 cy</b>	\$89.28	\$119.03	\$172.60	\$220.20	\$321.39	\$356.47	\$73.36
	<b>4 cy</b>	\$92.65	\$142.84	\$202.36	\$253.21	\$316.49	\$379.80	\$80.03
	<b>6 cy</b>	\$94.96	\$190.44	\$267.82	\$345.20	\$511.84	\$569.70	\$86.70
	<b>8 cy</b>	\$126.59	\$232.12	\$345.20	\$506.39	\$678.49	\$759.60	\$93.36
	<b>10cy</b>	\$158.25	\$285.68	\$392.80	\$633.00	\$702.29	\$949.50	\$100.04

Add Locking device: \$86.66 (one-time charge for adding device.)  
 Roll out fee: \$20.01/occurrence  
 Dumpster Delivery Fee: \$160.07  
 Redelivery/Relocate/Swap Fee: \$160.07/event  
 Overage Charge \$152.15