

STATE OF TEXAS
COUNTY OF COLLIN

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FOURTH AMENDMENT TO SOLID WASTE, COLLECTION,
DISPOSAL, AND RECYCLING SERVICES CONTRACT

This Fourth Amendment to Solid Waste, Collection, Disposal, and Recycling Services Contract (the "Fourth Amendment") is made by and between the City of Allen, Texas ("City") and Community Waste Disposal, LP, a Texas limited partnership ("Contractor") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties previously entered into that certain *Contract for Solid Waste, Collection, Disposal, and Recycling Services* dated June 1, 2008 (the "Original Contract"), as amended by that certain *Amendment to Contract* dated May 29, 2013, as further amended by that certain *Contract Amendment No. 2* dated April 20, 2016, and as further amended by that certain *Third Amendment to Solid Waste, Collection, Disposal, and Recycling Services Contract* dated October 23, 2018 (collectively the "Contract"); and

WHEREAS, the Parties desire to amend the Contract as set forth herein; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contract is hereby amended by amending Section 3.05 (Definitions) to read as follows:

"3.05 **Bulky Waste** – Stoves, refrigerators, water heaters, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter, with weights or volumes greater than those allowed for bins or containers. Items placed for collection must be able to be lifted by two persons (a maximum of 150 pounds). The total volume of material allowed for once monthly collection up to but not to exceed six (6) cubic yards. This is an area of three feet by three feet by eighteen feet. Residents are not required to call in to the City or waste services provider to schedule this once-monthly collection that will take place on a Saturday by schedule annually published in the City's Trash and Recycling Guidelines. Bulky waste collections may not start before 7 A.M."

2. The Contract is hereby amended by amending Section 4.04 (d), to read as follows:

"4.04 **Special Collection**

d. Contractor shall provide for the collection of bulky waste one time per month for single family residential units with City utility

accounts. Customers do not need to schedule their once monthly collection. Monthly bulk waste pick up will be conducted on Saturdays by schedule in the annually published in the City's Trash and Recycling Guidelines. Customers may place out a volume of bulk waste materials up to but not to exceed six (6) cubic yards. This is an area of three feet by three feet by eighteen feet. Individual items placed for collection must be able to be lifted by two persons (a maximum of 150 pounds). Waste Services provider may start monthly bulk waste collections no earlier than 7 A.M. Any collection address that has inappropriate or too much material out for collection, will have an electronic customer service record established in the CWD customer service data base. Addresses that place out more than six cubic yards of materials or prohibited items out, will have the first six cubic yards of allowed items taken and the rest left behind; with an electronic customer service record established in the CWD customer service data base. Drivers with cell phone capability should send CWD customer Service a photograph of unusual or extreme situations. CWD customer service will forward the City a summary list of all known residential collection issues by e-mail on every regular City workday. Every Monday this summary list will include issues with the past Saturday's bulk collections. CWD will manage customer calls concerning bulk waste service issues.

Due to seasonal or otherwise unexpected bulky waste volumes, Contractor will inform the City of unforeseeable heavy loads and will request an extension of days of service and such request shall not be unreasonably withheld.

Monthly bulk waste pick up excludes unusual accumulation of material from wind, tornado, flood, hurricane, or other Acts of God which the Contractor has no control and will be subject to Section 4.05 of the Contract."

3. The Contract is hereby amended by amending Section 7.00, to read as follows:

"7.00 EFFECTIVE DATE

This Contract shall be effective on October 1, 2021 following the execution hereof by all Parties."

4. The Contract is hereby amended by amending Section 16.01, Subsections (a), (b), and (c), to read as follows:

"16.00 COMPENSATION TO CONTRACTOR FOR RESIDENTIAL COLLECTION

16.01 In consideration of the services rendered to residential accounts under the Contract, City agrees to pay to the Contractor on or before the 25th day of each calendar month for the preceding ending calendar month during the term of this Contract, a sum of money as follows:

- a. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Eight and 58/100 Dollars (\$8.58) to the existing single-family residential garbage rate for 95-gallon solid waste, 95-gallon recycling, weekly green waste, one-time cardboard collection, and monthly brush and bulk pick-ups.
- b. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Four and 62/100 Dollars (\$4.62) to the existing single-family residential rate for each additional 95- gallon solid waste poly cart.
- c. A sum of money which shall be equal to the portion of the City's Gross Receipts calculated by the ratio of Two and 37/100 Dollars (\$2.37) to the existing single-family residential rate for each additional 95- gallon blue recycling poly cart.
- d.”

5. The Contract is hereby amended by adding Section 32.00, to read as follows:

“32.00 BOYCOTT ISRAEL; BOYCOTT ENERGY COMPANIES; AND PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS”

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if:
(i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.”

6. The Contract shall remain in full force and effect except as heretofore amended and as amended herein.

7. This Fourth Amendment shall become effective on the last date of execution hereof.

[Signature Page to Follow]

EXECUTED this the _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

Attest:

By: _____
Shelley B. George, City Secretary

Approved as to Form:

By: Peter G. Smith
Peter G. Smith, City Attorney

COMMUNITY WASTE DISPOSAL, LP

By: _____
Greg A. Roemer, President

Attest:

By: _____
Robert Medigovich, Municipal Coordinator