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COUNTY OF TERRELL, TEXAS CONTRACT FOR
RESIDENTIAL AND COMMERCIAL REFUSE,
COLLECTION AND DISPOSAL

AND

Wilson & Wilson Management, LLC d/b/a W & W
Trucking, a Texas limited liability company

P.O. Box 501
Leakey, TX 78873

Contact Name: Mr. Jimmy D. Wilson

Office: 830-232-5599

Cell: 830-486-7053

www.wwtruckingtexas.com

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SCHEDULE A- PRICING

1.00 **DEFINITIONS**

1.01 Maverick Landfill - Maverick County, Texas Solid Waste facility with permit number 2316, and any amendments thereto.

1.02 Bulky Waste - Stoves, refrigerators, water heaters, washer and dryer machines, furniture and other similar household waste materials that do not fit in the cart. This excludes any refrigerant charged appliance.

1.03 Bundle - Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 35 pounds in weight.

1.04 [Carts] *Intentionally omitted.*

1.05 County- County of Terrell, Texas

1.06 Commercial Unit - All businesses or governmental locations or units, public or private, requiring refuse collection and disposal services within the corporate limits of the County that are not residential units.

1.07 Construction Debris - Waste building materials resulting from construction remodeling, repair or demolition operations.

1.08 Container -

(a) A Poly Cart type of receptacle with a capacity of greater than 20 gallons, but less than 97 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by varmints or rodents. The top of the container shall have a diameter greater than or equal to that of the base. The total weight of a container and its contents shall not exceed 60 pounds. All containers shall be provided by the Contractor.

(b) In a special circumstance a shared metal container with a plastic or polymer lid, suitable for holding residential solid waste will be used if agreed upon by county and contractor, generated by more than a single residential unit.

1.09 Contract Documents - This Agreement, and any addenda for changes to this Agreement that are agreed to by the County and the Contractor.

- 1.10 Contract Year - Each 365 or 366 day period during the term hereof commencing upon the Commencement Date of this Agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.
- 1.11 Contractor - The person, corporation, or partnership performing the refuse collection and disposal (Wilson & Wilson Management, LLC, d/b/a W & W Trucking, a Texas limited liability company) under contract with the County.
- 1.12 Customer - An occupant of a Residential Unit or Commercial Unit, located within the geographic area defined in the Scope of Work (Section 2.00 hereof), who/which generates refuse.
- 1.13 Dead Animals - Animals, or portions thereof, any and all household animals, less than 10 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.
- 1.14 Disposal Site - A refuse depository licensed or permitted by the State of Texas, including but not limited to: sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.15 Dumpster- A metal container, provided by the Contractor, for use by a Commercial Unit, varying in size from 1.5 cubic yards to 4.0 cubic yards.
- 1.16 Garbage - Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of solid waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.17 Hazardous Waste - Any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be "hazardous" as that term is defined by or pursuant to Federal or Texas State law.

- 1.18 Landfill - A permitted sanitary landfill of the Contractor's selection. As of the date of this Agreement, the Landfill shall be the Maverick Landfill, located in Maverick County, Texas.
- 1.19 Refuse - This term shall refer to Residential and Commercial Refuse and Bulky Waste, Construction Debris and Stable Matter generated by a Residential or Commercial Unit, unless the context otherwise requires.
- 1.20 Residential and Commercial Refuse - All garbage and rubbish generated by a Customer at a Residential or Commercial Unit.
- 1.21 Residential Unit - A single family dwelling within the Terrell County, Texas.
- 1.22 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, used and discarded shoes and boots, combustible waste pulp and other products, such as those used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.23 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 SCOPE OF WORK

The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The Contractor hereby contracts with the County for collection and disposal of refuse *within the area beginning at a point one mile west of the intersection of U.S. Hwy 285 and U.S. Hwy 90, at Sanderson, Texas, and continuing east to a point ending one half mile east of the intersection of U.S. Hwy 90 and Farm to Market Road 349 at Dryden, Texas, and no more than one mile north or south of U.S. Hwy 90 at any point between the aforesaid western and eastern boundaries.* The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services for all residential and commercial unit customers as specified and to perform all of the work called for and described in the contract documents. Notwithstanding anything herein contained to the contrary, any customer in the area covered by this contract shall be allowed and/or permitted to dispose of the customer's own refuse in accordance with applicable laws; however, each customer shall continue to be charged for refuse collection by the County. The County authorizes Contractor to investigate violations of County's Contract, to identify violators, and to send a Notice of Violation to a

violator, with a copy to the County. The contractor will be allowed to utilize an appropriate area on county yard to store containers and park W&W Trucking equipment.

3.00 **TYPE OF COLLECTION**

3.01 **Service Provided**

- (a) Contractor shall provide curbside collection of refuse for occupied Residential Units one (1) time per week. Waste shall be placed in the side load containers (poly carts or metal units) provided by the Contractor. In some instances, residential units or commercial units as specified, and to allow the performance of all of the work called for and described in this Agreement, may be provided a poly-cart or a metal container of a different size. These carts must be placed at the curb by 7:00 am on the designated collection day.
- (b) Contractor shall not be required to collect and remove bulky waste, stable matter, dead animals over ten (10) pounds, or construction debris resulting from major construction and remodeling, or resulting from a sizable amount of trash and debris being cleared in preparation for construction; provided, however, upon the request of any residential or commercial customer, Contractor may collect and remove such bulky waste, stable matter, dead animals over ten (10) pounds and construction debris and shall receive for such services a fee from the customer who shall be billed directly by Contractor and who shall be solely responsible for payment of same directly to Contractor.
- (c) The Contractor shall provide curbside refuse service for occupied commercial units 1 time per week. Waste shall be placed in the side load containers provided by the contractor.
- (d) In the event it is determined by the county and the contractor that there will be a need for twice a week collection the annual contract rate will be renegotiated at this time. At the time of an increase the following years total bid shall increase by an amount negotiated at that time.

3.02 **Location of Carts and Containers for Collections** - Each cart and container shall be placed at curbside or the alley for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled County Roadways. Carts and Containers shall be placed as close to the roadway as practicable to access point for the Contractor's collection vehicle. Contractor may decline to collect any cart not so placed or any residential refuse not in a cart or container.

4.00 **COLLECTION OPERATION**

- 4.01 Hours of Operation - Collection of residential refuse shall not start before 7:00 am or continue after 7:00 pm. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the County and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the County for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the County, for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld.

Upon County's approval of the proposed changes, County shall promptly give written or published notice to the affected Residential Units.

- 4.03 Holidays The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once per week.

- 4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, Contractor shall arrange for the collection of the Refuse not collected within 72hours after the complaint is received. The Contractor shall keep and maintain a record of all complaints received during the Term and any extended Term of this Contract.
- 4.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM on regular business days.

- 4.07 Hauling - All Refuse hauled by the Contactor shall be so contained, tied or enclosed that any instances of leaking, spilling or blowing are minimized.
- 4.08 Disposal - All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site. The charge for disposal shall be included in the rate set forth in this Contract for each Residential and Commercial Unit serviced by the Contractor.
- 4.09 Notification - The County shall notify all customers about complaint procedures, rates, regulation, and day(s) for scheduled Refuse collection.
- 4.10 Point of Contact - Contact regarding legal issues shall be expressly between the Contractor and the Terrell County Judge or his/her designee.

5.00 COMPLIANCE WITH LAWS

- a) The Contractor shall conduct operations under this Agreement in compliance with all applicable County, State and United States laws.

6.00 EFFECTIVE DATE and COMMENCEMENT DATE.

This Agreement shall become effective upon the execution of the Contract by the County (via its County Judge) and by the Contractor (via its authorized officer or agent). Said date is the "Effective Date". Performance of this Agreement shall begin on September 1, 2020, which date is the "Commencement Date".

7.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by (i) the negligent acts, or omissions of Contractor or its agents or employees, in the performance of this Agreement, or (ii) the breach by the Contractor of any of the covenants, agreements, representations, warranties, duties or obligations of the Contractor set forth in this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, costs, expenses and attorneys' fees arising out

of the award of this Agreement based upon any willful or negligent act or omission of the County, its officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the County.

10.00 TERM

This Agreement shall be for a five (5) year period beginning upon the Commencement Date of this Agreement, and ending five (5) years thereafter. The initial five (5) year term of this Agreement shall automatically be extended for successive additional one (1) year terms unless either party notifies the other party in writing, not less than one hundred and twenty (120) days prior to the expiration of the initial five (5) year term, or of any successive one (1) year term, of its intentions to terminate this Agreement. Any such written notice shall be served by certified or registered mail, return receipt requested, and by email, to the other party to this Agreement. Contractor shall notify the County not less than one hundred and twenty (120) days prior to the end of the Agreement. In any renewal term, contract rates will continue to increase annually by the same percentage change as occurred in each of the preceding five (5) years, unless alternative rates are agreed to by both parties.

11.00 INSURANCE

The Contractor shall at all times during the Agreement maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the County with written Certificates of Insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificate(s) shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured [the Contractor] for which this certificate is executed, and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage

General Liability:

Limits of Liability

\$1,000,000 per occurrence

Aggregate	\$1,000,000
Automobile	\$1,000,000 each occurrence
Worker's Compensation:	Statutory

A Certificate of Insurance from the Contractor to the County may be provided showing the County as a Certificate holder and an additional insured. Each insurance policy shall provide that it cannot be cancelled by Contractor or the insurer, and that no material changes in coverage shall be made, without at least thirty (30) days prior written notice to County.

12.00 BASIS AND METHOD OF PAYMENT

12.01 Rates

- (a) For collection and disposal services required to be performed pursuant to the Contract Documents, the charges shall not exceed the rates as fixed by Exhibit A attached, as adjusted in accordance with Section 12.02.
- (b) The refuse collection charges provided by Section 12.01(a) shall include all disposal and related costs.

12.02 Rates and Modification to Rate Schedule

- (a) The Contractor may petition the County, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.
- (b) If the County grants the petition, the rates will be adjusted on the ninetieth (90th) day after the petition is granted, by the proportionate share of any change in expenditures (whether capital or operational) required solely by Federal, State or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Agreement, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the County with calculations showing the basis for any such adjustment. If the County denies the petition, then Contractor shall have the option of terminating this contract upon ninety (90) days written notice to the County.

- (c) In addition to the above, the Contractor may petition the County at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges; an increase in the number of Residential Units as a result of County growth or annexation; and for other reasons. If the County grants the petition, the rates will be adjusted on the ninetieth (90th) day after the petition is granted. If the County denies the petition, then Contractor shall have the option of terminating this contract upon ninety (90) days written notice to the County.

12.03 **County to Act as Collector** - The County shall submit monthly statements to and collect from all Residential Units and Commercial units for services provided by the Contractor pursuant to Section 3.00, including those accounts that are delinquent.

12.04 **Delinquent and Closed Accounts** - The Contractor shall discontinue Refuse collection service at any residential or commercial units as set forth in written notice sent to it by the County. Upon further notification by the County, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. To the extent, if any, permitted by law, the County shall indemnify and hold the Contractor harmless from all claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the County. Contractor will discontinue service to any customer without a valid Certificate of Occupancy.

12.05 **County Right to Review** - The County shall have the right to review the books and records of the Contractor related to the services described by the Contract Documents.

13.00 **TRANSFERABILITY OF CONTRACT**

No Assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the County. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made, except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

14.00 **RIGHTS OF THE CONTRACTOR**

The County, during the term of this Agreement, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Agreement, and shall not suffer or permit any other party to provide similar service within the County. This Agreement shall be exclusive and mandatory with the Contractor.

15.00 OWNERSHIP

Title to non-excluded Refuse shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.

16.00 EXCLUSIONS

This Agreement shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local laws or regulations, or other refuse prohibited at the Maverick Landfill. Contractor may contract, but shall not be required to contract, pursuant to this Agreement, for hauling human waste, or stable matter, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt.

17.00 SUBCONTRACTOR

Use of Subcontractors by the Contractor, or subsidiaries or affiliates of the Contractor, for technical or professional services, shall not be considered an assignment of this agreement; provided that in any such event the Contractor shall be and remains responsible for all services and performance provided under this Agreement. However, the County reserves the right to approve in writing the use of specific subcontractors.

18.0 RIGHTS OF THE COUNTY

- (a) The County shall have the right and option to terminate this Agreement, for breach of this Agreement by the Contractor, after thirty(30) days written notice to cure the breach is provided by the County to the Contractor. Contractor shall, in all events, be given a thirty (30) day period after notification in which to cure such breach. This Contract may be declared by the County to be terminated, if it is found that the breach has not been cured and resolved, by the Contractor, during such cure period.
- (b) This Agreement shall not be construed, or be interpreted as, the County having waived any regulatory or police powers, except to the extent, if any, specifically provided herein.
- (c) This contract shall be construed under and in accordance with the laws of the State of Texas. All obligations required under this contract are performable in Terrell County, Texas, except for the disposal of the Refuse by the Contractor.

19.00 FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, an Act of God, or similar or different contingency beyond the reasonable control of the Contractor. If service under the Contract Documents is discontinued for more than 48 hours beyond the regular schedule due to the fault of the Contractor, the County may seek other temporary arrangements.

20.00 **SEVERABILITY**

In the event that any provision, or portion thereof, of this Agreement shall be found to be invalid or unenforceable, then such provision, or portion thereof, shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.

21.00 **ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and supersedes any prior understandings or oral agreements between the parties. This Agreement may not be amended except by an agreement in writing, signing by the parties.

22.00 **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

23.00 **BINDING EFFECT**

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors and assigns.

24.00 **NOTICES**

All notices required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, and via email, as follows:

Notices to Contractor:

W & W Trucking
Attention: Mr. Jimmy D. Wilson
P.O. Box 501
Leakey, TX 78873

With a copy also sent to: [insert Contractor's email or fax number]

Notice to County:

Terrell County Judge
P.O. Box 4810
Sanderson, Texas 79848

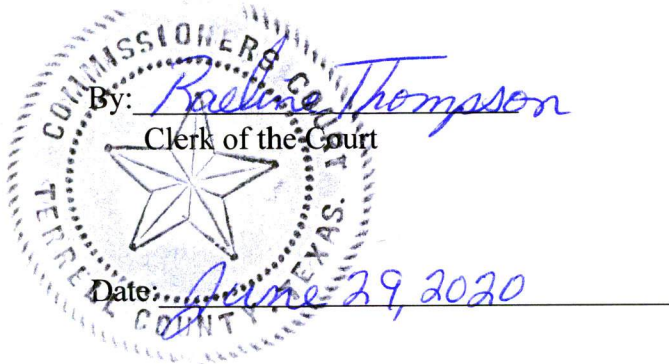
With a copy by email to: santiago.flores@co.terrell.tx.us
and a copy by email to: raeline@co.terrell.tx.us

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Sanderson, Texas, on the dates set forth below.

[Signatures on the following page]

ATTESTED HEREUNTO:

TERRELL COUNTY, TEXAS



Santiago Flores

By:
Santiago Flores, County Judge

ATTESTED HEREUNTO:

Wilson & Wilson Management, LLC, d/b/a
W&W Trucking, a Texas limited liability

company

By:

Jimmy D. Wilson, or Sheryl Wilson or

Maxwell Wilson

Date: _____
September 1, 2020

SCHEDULE A - Contract Price Schedule Effective

Sanderson/Dryden, TX

Curbside Refuse Collection

Contractor will provide a sufficient number of poly carts to each residential customer to be serviced 1 time per week and will provide a sufficient number of metal containers to commercial customers(a combination of 2,3, and 4 cubic yard metal containers) to be serviced 1 time a week. Approximately 370-96 gallon containers and approximately 50 commercial containers.

The containers will all be in excellent condition and well maintained to assure safety for all customers. This service will include up to one (1) load each service day. If the service needs of Sanderson/Dryden increase beyond the one (1) load per week level, new pricing will be established by the County and the Contractor. See page 4 paragraph 3D.

<u>Effective Date:</u>	<u>Price per Month</u>	<u>Price per Year</u>
September 1, 2020	\$16,250	\$195,000
September 1, 2021	\$16,819	\$201,828
September 1, 2022	\$17,408	\$208,896
September 1, 2023	\$18,017	\$216,204
September 1, 2024	\$18,648	\$223,776