

AMENDMENT ONE

**Municipal Commercial Garbage Collection, Disposal and Recycling Services
for the City of San Antonio (RFP 6100001491)**

On October 18, 2012, the City Council approved Ordinance 2012-10-18-0817, which selected Waste Management of Texas, Inc., ("Contractor") to provide municipal commercial garbage collection, disposal and recycling services and authorized the execution by the City of San Antonio, a Texas Municipal Corporation ("City"), of a contract pursuant to the City's Request for Proposal for "Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio" (RFP 6100001491) issued by the City on July 26, 2012. The Integration Agreement ("Agreement" or "Contract") was executed by the City on October 29, 2012.

The Term of the Agreement was for a period of two years to November 30, 2014. At the City's sole option the Agreement could be renewed for two additional one year terms, with the same terms and conditions as the original agreement, with the optional terms to commence on December 1st and terminate on November 30th. The City has exercised both of the renewal options and the Agreement will terminate on November 30, 2016.

The City has issued a Request for Proposals and is currently evaluating responses but the final selection will not be completed before the current termination date.

The City and the Contractor have agreed to extend the current Agreement, under the same terms and conditions save for a five percent increase for the front loader containers only, for an additional one year, with a new termination date of November 30, 2017.

1. This Amendment One is entered into by and between the City, acting by and through its designated representative, and the Contractor. The undersigned hereby agree to amend said Contract to extend the current Agreement for an additional one year from December 1, 2016, for a new termination date of November 30, 2017. The terms and conditions for the Contract remain the same, save and except for a five percent (5%) increase to all rates and fees associated with the commercial trash and recycling front loader container collection services. The rental and haul rates for all other containers, including the 19 open top containers and compactors and the 13 open top recycling containers, will remain as in the current Contract with no price increase.

2. This Amendment One shall not prejudice any present or future rights, remedies, benefits, or powers belonging to or accruing to the Parties under the terms of the Contract herein amended.

3. Except as provided otherwise herein, the Contract shall remain unaffected, unchanged, and unimpaired by reason of the foregoing Amendment One.

Amendment One AGREED to this ____th day of November, 2016.

CITY:

CITY OF SAN ANTONIO
A TEXAS MUNICIPAL CORPORATION

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS,
INC.

By: _____
Peter Zanoni
Deputy City Manager


NAME: Rick Losa
TITLE : Public Sector Director

APPROVED AS TO FORM:
City Attorney

By: Assistant City Attorney