

**FIRST AMENDMENT
TO THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF
UPLAND AND BURRTEC WASTE INDUSTRIES, INC. FOR SOLID WASTE
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF UPLAND AND BURRTEC WASTE INDUSTRIES, INC. FOR SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES (this "Amendment") dated as of July 22, 2024, is made and entered into by and between the CITY OF UPLAND, a California municipal corporation ("City"), and BURRTEC WASTE INDUSTRIES, INC., a California corporation ("Collector").

RECITALS:

- A. WHEREAS, on or about November 27, 2000, the City and Collector entered into an Agreement Between the City of Upland and Burrtec Waste Industries, Inc. For Solid Waste Collection, Processing and Disposal Services; and
- B. WHEREAS, on or about July 1, 2022, the City and Collector entered into the Solid Waste Collection, Processing and Disposal Services Amended and Restated Agreement ("Agreement"); and
- C. WHEREAS, Section 6.01 of the Agreement authorizes the City to expand services provided by Collector, the parties hereby wish to add ancillary street sweeping and park maintenance services to the list of services and make additional adjustments to the Agreement as set forth in this First Amendment to Agreement between the City of Upland and Burrtec Waste Industries for Solid Waste Collection, Processing and Disposal Services ("First Amendment").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Collector do hereby agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated by reference.
- 2. Article 4.09 Article 4.09 of the Agreement entitled "Sidewalk Steam Cleaning" is hereby deleted in its entirety and replaced by the following:

4.09 Pressure Washing Services.

- a. Collector shall pressure wash the Downtown sidewalks each month and provide on call sidewalk pressure washing service up to ten (10) times per year.
- b. Collector shall pressure wash four (4) Downtown parklets each week.
- c. Collector shall provide complete interior pressure washing of all City Park Bathrooms, with disinfectant, each week.
- d. Collector shall provide curbside barrel pressure washing for all residential and commercial trash, recycling and organics barrels once per calendar year as per the service schedule approved by the Director of Public Works or his/her designated representative.

3. Article 10.01 Article 10.01 of the Agreement entitled "Collector Service Fees" shall be amended to read as follows:

10.01 Collector Service Fees. The Collector Shall receive payment, net of any applicable liquidated damages, for services rendered under this Agreement as compensation for performing Services (the "Service Fee") or portion thereof, according to rates set forth for each Customer's individual Services in Exhibit M. The Service Fee includes all Collector's Direct Costs and Indirect Cost plus profit or return, of providing Services including all fueling costs, regardless of the location of the fueling station and /or fuel types and labor and travel time to/from the fueling station. Additionally, Collector shall receive payment for services rendered under this Agreement as compensation for performing designated City Services directed by the City Manager or his/ her designated representative. No compensation shall be provided or paid to Collector by City or by any Customer except as expressly provided herein.

4. No Further Changes. Except as expressly modified by this First Amendment, the Agreement remains in full force and effect without modification or impairment.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF UPLAND
a California Municipal corporation

DocuSigned by:
Stephen Parker
By: _____
FB84DF5235FB40C...
Stephen Parker for Michael Blay,
City Manager

Attest:

DocuSigned by:
Keri Johnson
By: _____
F421A8F85BE347A...
Keri Johnson, City Clerk

APPROVED AS TO FORM:

Signed by:
Stephen Deitsch
By: _____
9326570F6DB648E...
Stephen P. Deitsch, City Attorney

COLLECTOR

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation
9890 Cherry Avenue
Fontana, CA 92335

Signed by:
Cole Burr
By: _____
63679C96A01D483...
Cole Burr, President

Signed by:
Tracy A. Burr
By: _____
B50A7D311821406...
Tracy A. Burr, Vice President/Secretary