

SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION, DISPOSAL, AND PROCESSING CONTRACT

This Solid Waste and Recyclables Collection, Transportation, Disposal, and Processing Contract (“Contract”), is entered as of the Effective Date by and between the **City of North Richland Hills, Texas**, a Texas home rule municipality (hereinafter called “City”), and **Republic Waste Services of Texas, Ltd**, a Texas Limited Partnership qualified to do and doing business in the State of Texas (hereinafter called “Contractor” or “Republic”), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “Parties” and individually as “Party.”)

RECITALS

WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste and recyclables kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS, Contractor is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the City and its solid waste services; and

WHEREAS, the City has determined Contractor to be qualified to carry out the terms of this Contract upon the terms and conditions and for the consideration hereinafter provided; and

WHEREAS, through a competitive process, the City Council has determined that Contractor provides the best value for solid waste services for City residents; and

WHEREAS, the City, therefore, desires to grant to Contractor the right to operate as the sole provider, to the limits allowed by State law and by City ordinance(s), for City-provided services of collection, transportation, and disposal of residential and multi-family residential garbage and trash, and recycling, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, residential recycling, commercial and industrial wastes subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

INCORPORATION OF RECITALS: The above recitals are accepted as part of this Contract for all purposes.

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor for the performance of and payment for the Services contemplated herein, consist of the following:

- (1) This Contract and all attachments hereto
- (2) Request for Proposal 21-013 Solid Waste and Recycling Services (RFP)
- (3) Any Addendum(s) to the RFP

- (4) Contractor's Proposal in Response to the RFP (Contractor's RFP Response)
- (5) Applicable Performance, Payment and Maintenance Bonds
- (6) Certificate(s) of Insurance

If there is any conflict between the Contract documents, the order of precedence shall be the order in which the documents appear in this section.

DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of the City of North Richland Hills's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

"Acceptable Fencing" means fence panels cut into four-foot (4') by six-foot (6") sections. Loose pickets must be tied and in bundles.

"Acceptable Waste" means any non-hazardous waste that is Solid Waste, including Yard Waste, Trash, Bundles, and Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for "Unacceptable Waste", as defined herein.

"Backdoor Garbage Service (Elective Carry-Out Service)" means the collection of Acceptable Waste from behind the building line. The waste shall be placed in front of the building facing the street in such a manner visible from the street as to be accessible without entering a gate. Backdoor Garbage Service shall be provided at an additional charge for all households who request this service.

"Bag" means a plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top and placed curbside for Waste collection.

"Brush Bundles" means any cuttings or trimmings from trees, shrubs, or lawns, including green waste. Limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. All Brush must be tied in bundles that are stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed fifty (50) pounds in total weight.

The term "Brush Bundles" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Bulky Waste" means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

"Cart" means 95-gallon plastic receptacles issued by Contractor to Residents, equipped with wheels, handles, and a tight-fitting cover, designed for automated or semi-automated waste collection vehicles. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

"City" means the City of North Richland Hills, Texas.

"Collection" means the act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a Materials Recovery Facility (MRF).

"Collection Area" means that portion of the City in which Contractor provides collection services as described in this RFP.

"Commercial Unit" means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

“Commercial Waste” means all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

“Commercial Service Provider” means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Container” means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contract Administrator” means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in this RFP and/or the accepted proposal.

“Curbside” means within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

“Customer” means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

“Dead Animals” means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disposal Facility” means a duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

“Front End Loader (FEL)” means a Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates municipal waste.

“Green Waste” means leaves, grass, brush, and other vegetative matter.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

“Industrial Waste” means all industrial businesses and establishments, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which are comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW)” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris or Unacceptable Waste. The term does not include source-separated recyclable materials.

“Multi-Family Dwellings” means structures for residential living consisting of attached units in which three or more families reside and claim as their permanent address.

“Non-Recyclables” means any materials in the Single Stream Materials or Recyclables that are not Recyclables.

“Performance Bond” means a corporate surety bond that guarantees compensation to the City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

“Permanent Containers” means any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty-three (33) gallons or less and which is capable of containing solid waste or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

“Permit” means a permit issued by the State of Texas or other governmental entity to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance, and permit renewal.

“Processing” means any technology used to reduce the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” means the corporate surety bond or a certified check drawn on a national bank, in the

amount specified in the Instruction to Proposers, submitted with the Proposal as a guarantee that the Proposer will, if called upon to do so, accept and enter in the Contract.

“Recyclable Material” means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, concerning the party abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than fuel for the operation of energy.

“Recycling Container” means a plastic receptacle with a capacity of 65 or 95 gallons designed for the Curbside Collection of Recyclable Materials.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse” means all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid commercial and industrial wastes.

“Residential Construction Debris” means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, or roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

“Residence” means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

“Residential Waste” means all Refuse, Garbage, and Rubbish, and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transporting to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Rubbish” means nonputrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.

“Solid Waste” means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Source-separated Recyclable Materials” means Recyclable Materials that are separated from MSW at the point of origin for Recycling.

“Third Party Provider”: A commercial business enterprise or commercial service provider providing services to Residential Units.

“Trash” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing more than ten pounds (10 lbs.), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unusual Accumulations” Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container. Contractor has the right to take photographic evidence of

Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Waste” or “Waste Materials” means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor according to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

GRANT OF CONTRACT

Grant of Contract and Franchise. To the extent allowed by law, City hereby grants to Contractor:

- (a) the sole and exclusive franchise, license and privilege within City’s Limits to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Residential, Commercial and Industrial Customers located within City’s incorporated limits; with the exceptions listed below; and
 - 1) A person may haul garbage, refuse, or recyclables, originating within his family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the department of environmental health as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors
 - 2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the event of a Force Majeure event or in the interest of preserving the immediate public health, safety, and welfare
- (b) The sole and exclusive franchise, license, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

TERM

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on February 1, 2022 (the “Commencement Date”) and shall end on January 31, 2027 (“Expiration Date”), unless otherwise extended or terminated earlier.

Extension Terms. Contractor shall notify the City of a request to extend the first term on or before eighteen (18) months before the Expiration Date. Upon approval by City’s City Council, the Initial Term may be extended by a contract of the Parties for up to two (2) additional one (1) year terms upon the same terms and conditions as stated in the final contract.

RATES

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Exhibit “A” attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section “Modification of Rates” below.

SCOPE OF WORK

General/ Service Contracts. The work to be performed by Contractor pursuant to this Contract shall consist of:

Residential Solid Waste Collection: Contractor shall provide twice per week take-all collection of Acceptable Waste from customer-provided permanent containers or temporary containers (bags). No container or bag shall exceed 50 pounds.

The Acceptable Waste will be collected on Monday-Thursday or Tuesday-Friday.

The amount of Acceptable Waste to be collected will be unlimited per service day, excluding Brush and Bulk Materials. The amount of residential Bulk and Brush that will be collected is identified below under the Residential Bulk Collection heading.

Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week.

Contractor shall provide once per week collection, on one of the regular MSW collection days, of Recyclables placed in the Residential Unit’s designated 65-gallon Recyclables Cart. The Recycling Cart shall be provided by the Contractor.

Boxes outside of the cart, not to exceed ½ cubic yard, will be collected on recycling collection day.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3*, #4*, #7*	Cartons, Aseptic Containers

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

Delivery Specifications. Single Stream Material collected within The City and delivered by Contractor to the Recycling Facility may not contain more than 20 % Non-Recyclables or Unacceptable Waste. For Recyclables not meeting the specifications, above the allowable percentage, the City may pay a contamination charge for additional handling, processing, transporting, and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided to the City within 24 hours of the load being transported to the Disposal Facility.

Residential Bulk Collection: Contractor will collect Brush & Bulk materials one time per week, limited to four (4) cubic yards of combined Acceptable Brush and/or Bulk material per collection. Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection.

Construction debris must be Residential Construction Debris

Residential Unusual Accumulation Collection When a Customer desires collection of more material than the weekly limit, the resident can request an Unusual Accumulation Collection for a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer before commencing work.

Residential Recycle Carts Contractor shall supply, maintain, and replace all Recycling Carts as necessary to ensure good appearance and proper function. Contractor shall retain ownership of the Carts provided.

Upon notice from the City, Contractor shall deliver Recycle Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to, Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used Carts must be cleaned before reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Carts shall be provided with instructions for proper use, including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. Where a replacement Cart is purchased by the Contractor to replace an existing Cart, Contractor shall be allowed to assess a fee as stated in Exhibit A (for the same size cart) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the Resident. Reconditioned Carts must be cleaned before re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

In the case of an existing service address whose previous resident has left a Recycling Cart; no formal notification will be given to Contractor. In the case of newly-constructed homes or existing homes that do not have a Cart, the City will provide the Contractor with a formal request for new service after the utility department sets up the new home, or new homeowner, as a new account. New service Carts will be provided within the second business day following the request with pick up available on the next scheduled day following delivery.

Small Business Collection Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. The collection will be performed using plastic bags or customer supplied containers, which shall not exceed 33 gallon in capacity and weigh no more than fifty (50) pounds per bag or container. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes garbage is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

Front End Loader Container Collection Contractor shall make at least two (2) weekly collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided however, where the refuse is exclusively non-putrescible in nature, one weekly collection is permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor shall adjust schedules and times of collection to avoid disturbance of residential premises

adjacent to a commercial, industrial and institutional premises when picking up from commercial, industrial and institutional customers prior to 7:00 a.m.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonable necessary to perform the services in the Contract.

No commercial container, dumpster or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

Roll-Off Container Collection For Construction And Demolition Debris, Remodeling & Construction

To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the collection of Construction and Demolition Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling and construction activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

Stationary Compactor Units For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container are between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Exhibit A.

Contractor shall be allowed to utilize existing Detachable Containers. Contractor shall maintain and replace Detachable Containers as necessary to ensure good appearance and proper function. Contractor shall replace Detachable Containers with graffiti within three business days after notification of same.

Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles and/or roll-off vehicles compatible with compactor and open-top containers.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name of the Contractor, and bear a serial number coded for Container size. Republic shall, at its own expense, annually for all customers or within five (5) business days for new customers, provide customers with a mailer, via either water bill insert, or direct letter to commercial customers, which shall include Republic's company contact information. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti.

Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.

If appropriate to serve the City's needs and/or locations, the City may require Contractor to install and service a front-end load Detachable Container. The City may also require Contractor to equip a Detachable Container with plastic lids.

Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

COLLECTION OPERATIONS – GENERAL PROVISIONS

Operations. Contractor shall provide operations in accordance with "Proposal Tab 6 Operational Plan and Safety Record Report ('Tab 6')," beginning on page 95 of Contractor's RFP Response. This provision included herein in this Contract is only intended to be a summary of the Operations Collections set forth in Contractor's RFP Response, Tab 6. This provision is not intended to modify or replace the language set forth in Tab 6. In accordance with Tab 6, Contractor specifically agrees to the following:

- (a) Generally, Contractor shall provide 12 residential trash routes for service Mon/Tues and 10 residential routes for service Thu/Fri.
- (b) Contract shall utilize a mini rear load collection truck to serve as a roving route to assist with missed collections, late set outs, delayed collections on other routes and to assist in tighter alley collections areas of the City.
- (c) Residential Recycle – Contractor shall utilize three (3) new low hopper style automated/manual side load collection vehicles to allow manual collection of excess flattened cardboard boxes outside the cart.
- (d) Contractor shall provide an additional, full time Operations Clerk dedicated to the City with the responsibility for monitoring all communications from the City and Contractor's call representatives. This position will relay appropriate information to the operations team, provide daily updates to the City regarding time and nature of resolutions, and be responsible for all daily, monthly, and annual reporting requirements.
- (e) Contractor shall establish a dedicated e-mail inbox to receive communications from city staff and any online submissions related to the services under this Contract, including date and time of call,

date and time of disposition of resolution, and allow for real time access and extraction of reports by both the City and Contractor.

- (f) Contractor shall establish a dedicated local phone number exclusively for the North Richland Hills community. Calls to that number shall be managed by local agents with unique knowledge of the specific service details and contractual requirements in North Richland Hills. The Operations Clerk shall be responsible for providing a daily report with specific details and resolution of each issue in accordance with Tab 6 and the RPF.
- (g) Contractor shall provide two (2) customer service representatives to assist the local agents and Operations Clerk in the performance of their duties under this provision.

Hours of Collection. Collection of Waste Material from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances. Residential collections, under any selected Option, will be performed between Monday and Friday, except when a Contract Holiday falls on a normal collection day, in which case the collection schedule will be as described below.

Within the collection area, Commercial and Industrial collection shall be performed between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Commercial collections shall be made on a regular schedule on the same day and approximately the same time each week. Commercial and Industrial collections will be performed between Monday through Saturday.

Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. each service day unless:

- (a) The City has been contacted by the Contractor with a description and justification of the unusual circumstances that justifies a later collection, and City approves the request before the collection; and.
- (b) The City determines that the collection will not result in a violation of the City's ordinances regarding excessive noise outlined in the Code of Ordinances, as amended.

Collection Routes. Contractor shall work with City staff to develop routes before the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by the City Manager or their designee, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days before the date of the new collection dates become effective.

Holidays. Contractor shall perform collection on all days except for New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as

would normally be received in a non-holiday week. For a Monday holiday, Monday and Tuesday pickup will be delayed by one day. For a Tuesday holiday, Tuesday pick-up will be on Wednesday. For a Thursday holiday, Thursday and Friday pick-up will be delayed by one day. For a Friday holiday, Friday pick-up will be on Saturday.

Complaints. Customer complaints shall be directed to the Contractor.

Contractor agrees to provide two (2) full-time employees designated to receive complaint calls from customers within North Richland Hills and said employees will at no time receive incoming calls from cities other than those emanating from the North Richland Hills contract.

Contractor will provide one full-time operations clerk dedicated to the North Richland Hills contract that will have the responsibility of monitoring all communications from the City and Republic's call representatives.

Contractor shall notify the City weekly, in writing by email, of all complaints received from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue.

The process for handling incoming complaint calls is specified in Exhibit C.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups).

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container, and shall notify the City of such action.

As requested by the City, Contractor shall make available GPS tracking reports for residential collection vehicles.

Collection Equipment All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2018 or newer). If such vehicle is not model year 2018 or newer at the start of this Contract, Contractor shall replace such vehicle with a vehicle that is model year 2018 or newer no later than September 1, 2022. At no time during the Term of this Contract, or any Renewal Term, shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and on the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route

collection.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used according to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service.

Contractor acknowledges that it has represented in the Proposal that Contractor can access temporary replacement equipment and vehicles to be able to maintain a consistent level of collection services as required by this Contract.

Disposal: The Contractor shall deliver Waste collected to a duly permitted Disposal Facility operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

Spillage: The Contractor shall not be responsible for all scattered Waste categories as defined in this Contract unless the same has been caused by Contractor, in which case all scattered Waste shall be collected by Contractor on the same day such spillage occurs.

Point of Contact: All dealings and contacts between Contractor and The City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by The City.

REPORTING REQUIREMENTS

The Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to any daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

Monthly Reports Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract. Monthly reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain at least the following information:

- 1) Number of Households served
- 2) Number of Commercial facilities served
- 3) Monthly tonnages by each category of service
 - Residential MSW
 - Residential Recycling
 - Residential Bulk
 - Commercial
 - Roll Off
- 4) Residential Recycling Participation Rate
- 5) Customer complaints received by Contractor arranged and listed by category, including date,

address, complainant, nature of complaint, and resolution.

- 6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.

Annual Reports No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City an annual report covering the immediate preceding Contract year and include the following information:

- 1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
- 2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
- 3) A description of all public information programs undertaken with audiences reached and media used.
- 4) A summary of all roll-off compactor maintenance or replacements provided through the year.

The obligation to submit an annual report shall survive the termination or expiration of this agreement. Contractor shall submit an annual report for the final Contract year of this agreement no later than thirty (30) calendar days after the end of each year of the agreement. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract.

All reports shall be submitted in an approved format to the addresses as the City may designate in writing. If report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at the City.

CHARACTER AND CONDUCT OF EMPLOYEES

Contractor's employees who normally and regularly come in direct contact with the public shall bear some means of individual identification such as uniform with name badges, name-tags, or identification cards. These employees shall be attired at all times in a professional-type manner and Contractor shall undertake all service rendered under the Contract Documents in a neat, orderly, and efficient manner and to use care and diligence in the performance of this Contract. Contractor shall assure that employees serve the public in a neat, orderly, courteous, helpful, and impartial manner. All employees of Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Contractor agrees to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which may impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under the Contract Documents. Contractor shall also ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.

In the event Contractor receives a report alleging an employee(s) of Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, in its performance under this Contract, Contractor shall submit a written report to the City outlining the complete details of the incident not later than three (3) business days following the incident. Said report shall include the nature of the incident, time, date and location, and name address, and telephone number of the person alleging the violation. If in the City's sole discretion, an employee of Contractor has exhibited behavior that is wanton, discourteous, belligerent, or profane, or in any way intimidating, either physically or verbally, or if an employee of Contractor is the subject of repeated or egregious allegations of the type described above, the City shall have the right to request that the employee be immediately barred from further work for Contractor in connection with the Contract. Contractor shall comply with the City's request for the duration of the Contract Time. Contractor's employees shall make collection with as little noise and as little disturbance to the Resident as reasonably possible. No Contractor employee shall disturb or otherwise interfere with property that is appurtenant to the proper execution of his duties. Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers, and other plants.

PUBLIC EDUCATION ACTIVITIES

To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe any changes in service days for MSW Material, Recycling, Bulk and Brush services to Residential Customers, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information, and
- (c) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of this transition.
- (d) To support the City's environmental education efforts, the Contractor shall pay the City the amount of Fifteen Thousand Dollars (\$15,000) per year to be used by the North Richland Hills Beautification Committee, and the sum of Ten Thousand Dollars (\$10,000) for the North Richland Hills Senior Citizen Programming.

Special Event and Other Services. The Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at the City facilities and pools outlined in Exhibit C. The type of equipment and frequency of collection is set out in Schedule A and may be adjusted as agreed to by the City and Contractor. Necessary increases in service as agreed to between the City and Contractor to existing City facilities will be added to the schedule and serviced at no charge. Any additional events not listed in Schedule A, or necessary increases in service to events listed in Schedule A, will be serviced by Contractor at a charge.

Christmas Tree Recycling: Trees placed at curbside with plastic or other contaminants shall be collected and disposed of as part of regular trash collection and not as part of recycling collections. Contractor shall collect Christmas trees without plastic or other contaminants at curbside on two dates as agreed to by City and Contractor. Contractor agrees to deliver such trees to a site of Contractor's choosing where the trees will be ground into mulch. Additionally, contractor will deliver 30 yard open top containers to up to three locations of City's choosing where residents may bring their Christmas trees for the purpose of recycling

such trees. At the conclusion of the drop-off sites, Contractor shall return containers to those sites containing mulched materials for resident's use.

Residential Access to Contractor's Landfill. Contractor shall provide North Richland Hills residents free access to the Arlington Landfill to dispose of Acceptable Waste once per month, subject to the terms set forth in Exhibit B, the "Landfill Rate Schedule." Additional entries into the Arlington Landfill shall be subject to the terms and rates as set forth in Exhibit B. Residents must present a valid driver's license or photo ID and a voucher obtained from the City to gain free access to the landfill.

PAYMENTS TO THE CONTRACTOR

City agrees to bill all customers served by Contractor.

The city further agrees to collect and remit all sales taxes to the appropriate governmental authority.

City agrees to pay to Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of acceptable waste and for collection of recycling within the corporate limits of the City together with a billing and collection fee of 8% of the gross billing (excluding all appropriate sales taxes) for a total of 12%. The city shall remit to the Contractor its check in the amount of 88% of all amounts billed for residential solid waste and recycling service collection service. The 12% not remitted for residential billings shall become the property of the City.

The city shall ensure that at all times during the term of this Contract that the City will charge, according to an ordinance duly passed by the City's governing body, a sufficient rate from the City's residential customers to pay the amounts due under the Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. It is expressly understood by the Parties hereto that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system.

City agrees to bill for all commercial, multi-family, institutional and Permanent roll-off service serviced by the Contractor. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Industrial (Permanent and Temporary) services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detailed and summary report for all permanent, temporary, and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. The city agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

The service charge for Commercial, Multi-Family, and Institutional Recycling shall be negotiated between the Contractor and the customer and such charges shall be submitted to the City for billing. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Institutional Recycling services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detailed and summary report for all permanent, temporary, and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. The city agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

Contractor shall remain liable for the payment of Franchise Fees according to this Section after the termination of this Contract for any and all services provided before termination of this Contract. The City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the City according to this Contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

Non-Paying Commercial Customers. Contractor shall have the right to assess interest at the highest rate permitted by law and/late fees on Commercial or Industrial Customers who fail to timely pay Contractor's invoices. Contractor shall have the right to suspend service to any Commercial or Industrial Customer that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee to that Customer.

MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until February 1, 2023. Commencing on February 1, 2023, continuing annually on each anniversary date of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than 90-days in advance of the increase.

REGULATORY RATE ADJUSTMENT

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to

approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to the City.

CONTRACTOR RESPONSIBILITIES

In providing the services required by this Contract, Contractor shall be responsible for:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees;
- (f) Complying with applicable laws and regulations;
- (g) Performing all work in a timely, thorough, and professional manner;
- (h) Disposing of all collected MSW at a permitted MSW Landfill;
- (i) Processing and marketing Recyclables collected by Contractor from the Residences;
- (j). All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (k) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Sunday will be collected on the immediately following Monday.

Special Needs Waste Placement for Collection Assistance: If the City deems all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste whether to the curb, Contractor personnel will collect the Waste at the side yard or garage door. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor.

Right to Reject Unacceptable Waste. City agrees that if Unacceptable Waste is set out by a Customer for collection, Contractor may, in its sole discretion, reject such Unacceptable Waste. Neither title to, nor liability for, Unacceptable Waste shall pass to Contractor.

Adding Residential Customers. Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from the City.

Office. Contractor shall maintain an office or such other facilities through which it can be contacted by

direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:30 A.M. and 5:30 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time.

Phone Contact Number. Contractor shall maintain telephones with either a Dallas/Fort Worth area local phone number or toll-free number that is answered at Contractor's local office by a responsible person in charge as well as adequate employee's available to answer such phone between 7:30 a.m. and 5:30 p.m. Central Time on regular collection days. Contractor shall provide an informative recording answering frequently asked questions for incoming customer callers which shall be available during all hours. City agrees to maintain the telephone number being used as of the Effective Date by City for calls related to residential solid waste collection services and, if necessary, have the phone automatically forwarded to the Contractor's customer phone number.

Litter or Spillage. Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.

Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment or intentional misconduct. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the reasonable mutual agreement of the City and Contractor. At no time shall Contractor operate a vehicle in the City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual contract to be Contractor's responsibility according to this Section 11.02.

City Facilities. Contractor shall not charge City for collection services from City Facilities as described in Exhibit "C" or from any additional City Facilities that City may add.

Enforcement: Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor's right to be the sole provider of Waste and Recyclables collection within the City per this Agreement.

COMPLIANCE WITH LAWS AND ORDINANCES

Contractor shall conduct operations under this Contract in compliance with all applicable local, state, and federal ordinances, statutes, laws, rules and regulations, as well as any restrictive covenants of the City (collectively "Applicable Law(s)"). Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of the City to pass or enforce necessary police and health or code enforcement regulations for the

protection of its residents and businesses. Contractor further understands and agrees that if City notifies Contractor that Contractor or one of its officers, agents, employees, Contractors, or subcontractors is in violation of any Applicable Laws, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation. If Contractor discovers any provisions in the specifications or Contract which are contrary to or inconsistent with any Applicable Law, Contractor shall immediately report it in writing to the City. Except where otherwise expressly required by Applicable Laws, the City shall not be responsible for monitoring Contractor's compliance with any Applicable Laws.

Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employee in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

NON-DISCRIMINATION

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of its subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by the lender to Contractor without the consent of the City.

TITLE TO WASTE MATERIAL

Title to Waste, Waste Materials, Single Stream Materials, Recycling Materials, Recyclable Materials, Yard Waste, and Bulky Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, generator, or depositor of such waste and shall at no time pass to Contractor or City.

CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

RECORD KEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated according to services rendered in accordance with the Contract for at least four (4) years after submission of the last accounting report date on which services were rendered. The City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of this Contract. The City may request periodic reports according to services rendered. Such reports must be

provided in a reasonable and timely manner, but in no case later than five (5) business days following receipt of the request unless the request specifies a later deadline. The city may withhold making payments due to Contractor according to this Contract if any report required to be made according to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City according to this Contract and may continue to be withheld until the second business day after such report is delivered.

MISCELLANEOUS TERMS

Confidentiality Regarding Waste Material. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected according to this Contract.

Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.

No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

Governing Law; Venue. This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Tarrant County, Texas.

Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Contract shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Contract. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations outlined in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Prohibition of working with terrorist organizations. Per Chapter 2252 of the Texas Government Code, the (a) Contractor does not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) Contractor is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

CITY'S OBLIGATIONS

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

- (a) The City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract
- (b) The City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City's right to adopt and/or enforce this exclusive franchise if the City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. The City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract.

LIQUIDATED DAMAGES

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services, and the Contractor responding promptly to both residential and commercial customers.

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor, as determined by the City at its sole discretion. The City shall have the right to charge Liquidated Damages to the Contractor per the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, Contractor will be authorized to request in writing a meeting with the City's Finance Director or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the Finance Director or his designee, it shall, within ten (10) days after receiving such notice, request in writing a hearing date before the City Manager or his designee to present its defense to such assessment. The City Manager, after consultation with the City Attorney, will notify the Contractor in writing of any action taken concerning the Contractor's claims. The decision of the City Manager shall be final.

SUMMARY OF LIQUIDATED DAMAGES

The Contract shall provide that the City may assess liquidated damages to the Contractor as follows:

1. **Missed collection:** \$25 per missed collection over two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor

as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

2. **Missed residential unit block**: \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable set-outs and Contractor cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.

3. **Commencement of residential collection before 7:00 a.m.**, or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route for each day that each route began collection before 7:00 A.M.

4. **Failure to complete a majority** (50%) of the city-wide Residential collections on a given day: \$2,500 for each incident

5. **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 for each incident

6. **Failure to clean up spilled Solid waste**, resulting from loading and/or transporting within two (2) hours of notification: \$250 each incident.

7. **Failure to address complaints** within one business day: \$100 for each incident.

8. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.

9. **Failure to return carts** and containers to approximately original collection location: \$25 for each incident.

10. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$100 for each incident.

11. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per calendar day.

TERMINATION OF CONTRACT

Termination by Default. If either party notifies the other Party of a failure to perform a material provision of this Contract and that Party has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from the other Party, the Party not in default may terminate this Contract by delivery of a written notice to the defaulting Party. Upon such termination, in the event City terminates this Contract during the Initial Term, or any Extension Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term or any Extension Term. Following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date. The City shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all actual, consequential and incidental damages or losses, including attorneys' fees, suffered as a result of such termination. Except for indemnification obligations, in no event shall

consequential or incidental damages and losses, or attorney's fees exceed, or be in addition to, the amount of the performance bond, which is equal to the total value of the performance bond in the amount of \$2,000,000. In the event either Party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

The following, by way of example, not of limitation, may be considered grounds for the declaration of default of the Contractor:

- (i) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
- (ii) Failure of the Contractor to commence work operations within the time specified in the Contract;
- (iii) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
- (iv) Evidence that the Contractor has abandoned the work;
- (v) Evidence the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
- (vi) Failure on the part of the Contractor to comply with the terms of this Contract or any requirements given by the City provided for in this Contract document; or
- (vii) An indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or any other purpose.

Upon the effective date of termination, as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract up to the date of termination. Within thirty (30) days following receipt of documentation detailing the service to be performed up to the date of termination, the City agrees to compensate the Contractor for that portion of the undisputed prescribed charges for which the services were actually performed under this Contract and not previously paid. The City and Contractor agree to use good faith efforts to resolve any disputed charges.

In addition to, or instead of, the termination procedure set forth above, if the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or to cause to be performed all or part of the work necessary to cure such default. If the City performs such work or caused it to be performed, the Contractor shall, within thirty (30) days of receipt of written notice, compensate the City for the reasonable costs incurred by the City, including attorneys' fees, fines, and penalties. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.

Dispute Resolution. The Parties hereto agree that before filing suit concerning any dispute between the Parties arising from or related to this Contract, to submit the dispute to non-binding mediation in Tarrant County, Texas, with the cost of said mediation to be split evenly by the Parties; however, each party shall

be responsible for its own attorney's fees. The City shall have the sole right to select the professional Mediator.

FORCE MAJEURE

Any failure or delay in performance under this Contract due to events beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemics, pandemics, compliance with applicable laws or governmental orders, fires, inclement weather and acts of God (Force Majeure Event"), shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Contractor shall notify City by 6:00 a.m. on the day of service or the day before if known if service will not be provided due to a "Force Majeure" event. If Contractor begins service and then decides to stop service mid-day due to Force Majeure, then Contractor will provide notification to the City as soon as possible. As soon as practical after such Force Majeure Event, the Contractor shall advise the City when it is anticipated that normal routes and schedules can be resumed.

INSURANCE

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance that meets industry standards evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Upon reasonable request, the City shall have the right to receive a copy of Contractor's insurance policy, excluding any information deemed proprietary by Contractor.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

Contractor shall provide the following minimum types and amounts of insurance for this Contract:

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation or other alternative program provided by Contractor, in lieu of workers' compensation coverage
- Employer's Liability
- Payment and Maintenance Bond (if applicable)

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage via blanket form endorsement
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements, or other alternative program provided by CONTRACTOR, in lieu of workers' compensation coverage	Waiver of subrogation in favor of City (not applicable to this Contract)
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	(Not applicable to this Contract)
Builder's Risk (required for new or existing property under construction)	100% Value	(Not applicable to this Contract)
Cyber Liability	\$1,000,000 Each Occurrence	(Not applicable to this Contract)
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory, or other alternative program provided by CONTRACTOR in lieu of workers' compensation coverage
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as “Additional Insured” on the commercial general liability and automobile liability policies, via blanket form endorsement, as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers’ Compensation insurance policy. In the event workers’ compensation coverage is not provided by Contractor, the parties agree this provision shall not apply to this Contract.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days’ notice has been given to CITY, via blanket form endorsement.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INDEMNITY

Contractor shall indemnify, defend, and hold harmless city, its city council, officers, agents, and employees (collectively, “the Indemnitees”), from and against any and all claims for personal injuries or death, or the loss of or property damage, in each case, to the extent caused by the intentional misconduct or negligent acts or omissions, of the contractor, its officers, employees, agents, representatives, and/or subcontractors, but only to the extent such claims are not the result of the negligent or intentional acts or omissions of one or more of the indemnitees. City, for itself and its elected and appointed officials, employees, agents, and representatives does not by this contract waive its sovereign immunity, nor does the city or contractor grant any third party any beneficial rights hereto. The indemnification provided in this section shall survive the termination or expiration of the Contract.

Notwithstanding any of the foregoing, in the event Contractor does not provide workers’ compensation coverage for its employees, and instead chooses to provide an alternative program in lieu of workers’ compensation coverage, Contractor shall be liable for any

injuries, loss, or damages sustained by its employees, or employees of its subcontractors if its subcontractor does not provide workers' compensation coverage for its employees, while such employees are in the course and scope of their employment and providing services under this Contract (collectively referred to in this section as an "employee injury claim"). Further, Contractor shall indemnify, defend and hold the City, its officers, employees, agents, and representatives, harmless against any third party claims or action, including claims or action by a third party insurer, brought against the City on the basis of an employee injury claim, unless such loss or injury is due to negligence or willful misconduct by the City.

PERFORMANCE BOND

Upon Contract execution, Contractor shall furnish to the City a Performance Bond from a reputable banking institution, reasonably acceptable to the City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount equal to one hundred percent (100%) of the estimated annual value of the Contract. The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for the City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year before its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual, but renewed each year before its expiration).

INDEPENDENT CONTRACTOR

Contractor shall at all times be and hold itself out to the public as an Independent Contractor working on behalf of The City. Contractor is not an agent, employee, or servant of The City and shall not represent itself as such.

SUCCESSORS AND ASSIGNS

The Contract shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto: provided, however, this provision shall not be deemed to authorize the assignment or other transfer of the Contract which may only be accomplished as expressly provided in the Contract.

DEVICES CONTAINING CHLOROFLOURO-CARBONS

Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chloroflouro-carbons (CFC's) unless Resident establishes that the item is free of CFC's by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFC's cannot be located and Contractor is asked to dispose of such by the City, Contractor agrees to collect such item, evacuate the CFC's and dispose of it, and charge the City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

Severability. If any provision of this Contract shall be invalid, illegal, or unenforceable, it shall be modified so as to be valid, legal, and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

Prior Agreements: This Contract sets forth the entire contract of the Parties and supersedes all prior contracts, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.

Attorneys Fees. If any litigation is commenced under this Contract, attorney fees shall be awarded by a court of competent jurisdiction in accordance with Local Government Code Section 271.153(3).

NOTICES

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for the same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If intended for City, to:

City of North Richland Hills, Texas
Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76180
Email: mhindman@nrhtx.com

With copy to:
Maleshia McGinnis, City Attorney
At same address (such copy shall not
constitute Notice)
Email: mmcginnis@nrhtx.com

If intended for Contractor:

Republic Waste Services of Texas, Ltd.
Nick Babcock, General Manager
1212 Harrison Avenue
Arlington, Texas 76011
Email: nbabcock@republicservices.com

With copy to:
Vince Hrabal, Manager of Municipal Services
1212 Harrison Avenue
Arlington, Texas 76011
Email: vhrabal@republicservices.com

[SIGNATURE PAGE FOLLOWS]

ACCEPTED, AGREED AND EXECUTED by the authorized representatives of the Parties hereto on the dates indicated below:

CITY OF NORTH RICHLAND HILLS:

**REPUBLIC WASTE SERVICES OF TEXAS,
LTD:**

By: _____
Mark Hindman
City Manager

By: _____
Nick Babcock
General Manager

Date: _____

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis
City Attorney

RECOMMENDED:

By: _____
Karen Manila
Assistant City Manager

EXHIBIT A

Base Rates

Residential – MSW

MSW collection twice time per week

Price per home per month	\$10.93
Price per home per month for Senior Citizens	\$10.93

MSW collection twice time per week Backdoor Service

Price per home per month	\$27.35
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Residential – Recycling

Recycling collection one time per week with 65-gallon cart

Price per home per month	\$6.67
Price per home per month for Senior Citizens	\$5.92

Rate for each additional Recycling cart per residence

Price per home per month	\$1.53
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Rate for Replacement Cart (either size Recycling cart)

Price per replacement	\$60.97
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Collection Rates for Unusual Accumulation Waste Collection

Rate per hour for Vehicle (any type) and Crew	\$194.36
Disposal fee per yard collected	\$15.38

Small Commercial with bags

Commercial Hand Load Rate for 2 x week, 4 bags per collection	\$43.09
Commercial Recycling Cart	\$6.15
Each Additional Recycling Cart	\$3.69

Commercial Front Load Rates

FEL – includes all disposal costs

Size p/up	1x	2x	3x	4x	5x	6x	extra
2 yard	71.69	134.96	179.70	262.21	317.56	358.51	31.81
3 yard	101.74	177.95	235.03	313.39	386.38	453.38	40.36
4 yard	122.91	215.28	297.06	387.54	467.85	559.60	51.22
6 yard	155.70	295.02	417.95	544.96	674.01	796.94	72.16
8 yard	180.30	362.60	506.05	641.22	805.13	969.04	86.93
4 yd compactor*	298.25	536.56	774.36	991.83	1,341.41	1,731.63	89.88
6 yd compactor*	490.40	980.80	1,471.20	1,961.58	2,451.99	2,942.39	122.56
8 yd compactor*	596.52	1,193.02	1,789.57	2,386.12	3,050.08	3660.09	152.48

* FEL compactor rental per month	\$368.62
Casters (fee per month per container)	\$23.28
Locks (fee per <u>collection</u> per container)	\$2.04
Enclosures (fee per <u>collection</u> per container)	\$2.04
Front Load Delivery Fee	\$90.81
Additional Yardage Fee (-overloaded container)	\$15.13

Roll-Off Containers

Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	\$155.21	\$8.52	\$339.33	\$30.00
30 yard	\$155.21	\$8.52	\$431.25	\$30.00
40 yard	\$155.21	\$8.52	\$513.39	\$30.00

Roll-Off – Permanent – EXCLUSIVE TO CONTRACTOR

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	\$155.21	\$8.52	\$339.33	\$30.00
30 yard	\$155.21	\$8.52	\$431.25	\$30.00
40 yard	\$155.21	\$8.52	\$513.39	\$30.00

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

Size	Haul Rate	Disposal per Ton*
30 Yard Compactor	\$480.14	\$30.00
34 Yard Compactor	\$546.64	\$30.00
35 Yard Compactor	\$546.64	\$30.00
40 Yard Compactor	\$612.16	\$30.00
42 Yard Compactor	\$639.54	\$30.00

EXHIBIT B

ARLINGTON LANDFILL (Leased and Operated by Republic Waste Services of Texas. Ltd.) City of North Richland Hills “Landfill Rate Schedule”

ORIGIN 03	North Richland Hills Residents
VEHICLE SIZE	VALID DRIVER’S LICENSE OR PHOTO ID & A VOUCHER PROVIDED BY THE CITY
AUTOMOBILES, STATION WAGONS, PICKUPS	\$12/vehicle
PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED - 8 FEET IN LENGTH OR LESS	\$12 for p/u load and \$12 for trailer load
PICKUP TRUCKS AND TRAILERS - 8 FEET IN LENGTH OR LESS WITH AFTER MARKET SIDEBOARDS ATTACHED TO TRUCK OR TRAILER	\$45/ton \$45 Minimum (Deposit Required)
PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED GREATER THAN 8 FEET IN LENGTH	\$45/ton \$45 Minimum
SEMI-TRAILERS, DUMP TRUCKS AND TRUCKS LARGER THAN PICKUPS	\$45/ton \$45 Minimum (Deposit Required)
SPECIAL ITEMS	
TARP CHARGE FOR IMPROPERLY TARPED VEHICLES - STATE REGULATION	\$14.00/Vehicle
AUTOMOBILE / PICKUP TIRES (NO Rims)	\$9.00/tire – Limit of 4
LARGE TRUCK TIRES (NO RIMS)	\$18.00/tire – Limit of 4
LARGE TRUCK TIRES with RIMS	Not Accepted
AGRICULTURE TIRES (NO Rims)	\$200.00/tire – Limit of 2
AGRICULTURE TIRES with RIMS	Not Accepted
LIVESTOCK	\$12.00/animal
Earth and inert materials that may be used for cover - CLEAN DIRT	No Charge
Contaminated earthen materials acceptable for disposal in accordance with TCEQ Regulations	\$6.00/cy \$30/drum (lids removed)
SPECIAL HANDLING CHARGE (rootballs, etc.)	\$70 per load + disposal
100% RECYCLING - METAL, COMPUTERS, APPLIANCES	No Charge
BRUSH	
GRASS & LEAVES ONLY (Customer to de-bag on site)	No Charge
BRUSH & UNPAINTED/UNTREATED CLEAN WOOD	\$6.00/cy \$24 Minimum
City of North Richland Hills Residents Only (Does not apply to contractors)	
<p>North Richland Hills residents are allowed free access to the Arlington Landfill once per month. Residents must present a valid driver’s license or photo ID and a voucher, which must be obtained from the City, to gain their free access. Residents presenting loads are restricted to a standard pick-up bed with no side-boards or a standard trailer of 8 feet in length or less.</p>	

NOTE: RATES DEPICTED ABOVE ARE FOR NORTH RICHLAND HILLS RESIDENTS ONLY.
RATES DO NOT APPLY FOR COMMERCIAL CUSTOMERS.

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL:

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous
Waste

EXHIBIT C

Service for City Facilities and Special Events to be collected at no charge:

- 1) Appropriately sized recycling containers to be collected once per week at each City facility
- 2) Provide commercial containers, to be determined by the Contractor, for the following annual events:

Texas Recycles Day
 Trinity Trash Bash
 Spring and Fall Community Clean Ups
 Great American Clean-Up events

Facility	Address	Quantity	Size	Frequency
Fire Admin	7202 Dick Fisher	1	8	4
Richfield Park	7250 Chapman	1	8	3
Fire Station #2	4001 Rufe Snow	1	8	2
Iron Horse Golf-Trash	6200 Skylark Cir	1	8	3
Iron Horse Golf-Recycle	6201 Skylark Cir	1	8	1
Animal Control	7200 Dick Fisher	1	4	6
Public Works-Trash	7201 Dick Fisher	1	8	1
Public Works-Trash	7201 Dick Fisher	1	8	2
Public Works-Recycling	7201 Dick Fisher	1	8	1
Fire Station #3	5328 Davis Blvd	1	8	1
Fire Station #1	8001 Shadywood	1	8	1
Walker Creek Park-Trash	8403 Emerald Hills	1	8	2
Walker Creek Park-Recycling	8403 Emerald Hills	1	8	1
Public Works Utility Center	5140 Davis Blvd	1	8	3
Public Works	4000 Rita Beth	1	6	1
Library-Trash	9015 Grand Ave	1	8	3
Library-Recycling	9015 Grand Ave	1	6	1
NRH Centre-Trash	6000 Hawk Ave	1	8	3
NRH Centre-Recycling	6000 Hawk Ave	1	8	1
NRH2O-Trash	9001 Blvd 26	4	8	6
NRH2O-Recycling	9001 Blvd 26	2	8	5
North Field Park	7804 Davis Blvd	1	8	1
Green Valley Park	7701 Smithfield	1	8	2
Cross Timbers Park	7680 Douglas	1	8	2
Dan Echols Senior Center	6801 Glenview	1	6	1
Fire Station #4	7245 Hightower	1	6	3
Annual Free Roll Off Hauls		84		