

## SOLID WASTE AND RECYCLING COLLECTION CONTRACT

THIS CONTRACT (the "CONTRACT") is made and entered into on January 12, 2015, by and between the CITY OF NORTH RICHLAND HILLS, a municipal corporation of Tarrant County, Texas (hereinafter referred to as "CITY") and REPUBLIC WASTE SERVICES OF TEXAS, LTD, a Texas limited partnership (hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY desires to provide residential and commercial customers within its corporate limits with solid waste collection, transport, disposal and recycling services for a term of 5 years ending January 31, 2020; and

WHEREAS, the CITY strongly encourages customers and the CONTRACTOR to actively pursue recycling opportunities in order to attain State recycling goals; and

WHEREAS, the CONTRACTOR has provided the CITY with a response to its Request for Proposals (RFP) dated July 30, 2014 for solid waste disposal and recycling services on a Contract basis

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY it is hereby understood and agreed by the parties hereto as follows:

- 1 Grant. CITY hereby grants to CONTRACTOR a Contract to engage in the business of collecting and disposing of all residential and commercial Acceptable Waste as defined herein below which is generated within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for said business during the term of this Contract
- 2 Term. The term of this Contract shall be for five (5) years commencing on February 1, 2015 and terminating on January 31, 2020, with options to extend the Contract for two (2) additional one (1) year terms. These options may be exercised by mutual agreement of the parties.
- 3 Definitions. Wherever used herein, the hereinafter listed terms shall have the following meanings
  - a) Acceptable Brush: Tree trimmings that are tied in Bundles, and stacked at curbside. Tree trimmings cannot be the result of commercial tree trimming services.
  - b) Residential Construction Debris. 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 described above
  - c) Acceptable Fencing. Fence panels cut into four (4') feet by six (6') feet sections. Loose pickets must be tied and in Bundles.
  - d) Acceptable Waste. Any and all nonhazardous 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

- e) **Backdoor Garbage Service (Elective Carry-Out Service):** Acceptable Waste pick up from behind the building line. The waste shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. Backdoor Garbage Service shall be provided at an additional charge as later specified in this document for all residential households who request the service
- f) **Bulky Waste** Stoves, refrigerators (with verification that CFC components have been removed by a certified technician), Residential Construction Debris, Acceptable Fencing, water tanks, hot water heaters, washing machines, furniture and other waste materials with weights or volumes greater than those allowed for containers but does not include Unacceptable Waste
- g) **Bundles:** Tree and shrub trimmings or loose fence pickets that are cut into lengths no longer than four (4') feet and tied into bundles that weigh no more than fifty (50) pounds in weight.
- h) **By-Products With Residual Value:** Any excess industrial, manufacturing or commercial by-products or significant and constant volumes of materials of a company which have a residual value on the open market, (such as cardboard and packing materials)
- i) **Commercial Containers:** Metal containers supplied by CONTRACTOR affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- j) **Curbside Service:** Acceptable Waste or Recyclable Materials to be picked up by the CONTRACTOR will be located at the curbside of the street bearing the customer's address or, if there is no curb, where the customer's property line meets the street.
- k) **Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames, or large, uncut dead trees.
- l) **Disposable Containers.** Any plastic bag or cardboard box 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
- m) **Hazardous Waste** – includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to Resource Conservation and Recovery Act of 1976, and including future amendments thereto, and any other applicable law.
- n) **Loose Brush:** Tree and shrub trimmings that are not easily placed in disposable containers or Bundles.
- o) **Multi-Family/Apartment Residential Complex.** A structure in which three or more families reside and claim as their permanent address.

p) **Permanent Containers** 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 (50) pounds.

q) **Recyclable Materials**

**Metal Cans** Rinse metal cans and place in bin.

**Aluminum Cans** Aluminum beverage cans.

**Glass:** Clear, green and brown glass bottles and jars  
No mirrors, window glass, plate glass or light bulbs.

**Plastic Bottles:** Only plastic bottles with recycling symbols, #1, #2, #3, #4, #5, and #7. Examples include, milk bottles, soft drink liter bottles, detergent bottles, cleaning bottles and shampoo bottles. Rinse and remove lids

**Newspapers, Magazines, Catalogs** Newspapers, magazines and catalogs including slick and glossy inserts.

**Junk Mail, Cardboard, Paper Mixed Household** Junk mail, envelopes, cereal boxes, cardboard, chipboard and other household paper.  
No tissues, wet paper or paper contaminated with food products are acceptable. All cardboard must be broken down to a size that will fit inside the cart.

**Other:** Items that are mutually agreed to be recyclable by CITY and CONTRACTOR, or as a result of changes in any local, state or federal Laws, ordinances or regulation.

r) **Recycling Containers:** A sixty-five (65) or ninety-five (95) gallon plastic wheeled container, to be used for the storage and placement of Recyclable Materials at a Residential or Commercial Premise. Any container must be approved by the CITY.

s) **Solid Waste** Waste animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste which is damp or capable of emitting noxious odors, as such is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill. Solid Waste does not include Unacceptable Waste.

t) **Special Waste:** Any waste, even though it may be part of a delivered load of waste excluding insignificant quantities found in residential waste, which is

- (1) defined as such by the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder; or
  - (2) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, and
  - (3) dead animals and/or slaughterhouse waste; or
  - (4) sludge waste, including water supply treatment plant sludge and stabilized and/or un-stabilized sludge from municipal or industrial wastewater treatment plants, or
  - (5) liquid waste, which for the purposes of this Contract means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or
  - (6) waste from an industrial process; or
  - (7) waste from a pollution control process; or
  - (8) waste transported in a bulk tanker, or
  - (9) friable and/or non-friable asbestos waste, or
  - (10) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
  - (11) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition, or
  - (12) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
  - (13) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products, or
  - (14) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the Effective Date of this Contract, requires special or additional management that differs from the requirements applicable on the Effective Date of this Contract; or
  - (15) any waste that requires other than normal handling, storage, management and/or disposal.
- u) **Trash:** All household waste other than solid waste, debris, brush, household furniture and appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, Recyclable Waste, old clothes and other household trash of like kind, but shall not include Hazardous Wastes.
- v) **Unacceptable Waste** Any and all waste that is either
- (1) waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated there under; or
  - (2) "Hazardous Waste", or
  - (3) "Special Waste", as defined herein;
  - (4) waste which is prohibited from disposal at the Landfill by CONTRACTOR including tires, concrete, and bulk petroleum or chemical products or by-products; or
  - (5) liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes; or

- (6) sludge waste, including water supply treatment plant sludge and stabilized and/or un-stabilized sludge from municipal or industrial wastewater treatment plants, or
  - (7) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of CONTRACTOR; or
  - (8) any waste, including "Special Waste" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion.
  - (9) non-Residential Construction Debris.
  - (10) Appliances containing CFC's that do not bear a certification tag that shows the CFC's have been properly recovered in accordance with federal law.
- w) Yard Waste: Grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawn, shrubbery, vines and trees. Yard waste does not include food wastes from gardens such as fruits or vegetables.

#### 4 Residential

- a) Duties and Obligations of Residential Customers. Every owner, agent, lessee, tenant or occupant of any residential premises in the CITY ("residential customer") shall have the following duties and obligations.

- (1) Preparation of Materials and Special Collections: Residential customers shall prepare all Acceptable Waste in accordance with city ordinances and as provided within the scope of the terms and provisions contained herein. Residents may place for collection, up to four cubic yards of Bundles and Bulky Waste each week.

If the Acceptable Waste or Loose Brush is more than four (4) cubic yards, the customer must contact the CONTRACTOR to schedule pickup. CONTRACTOR will collect and dispose of all Loose Brush or Acceptable Waste over four (4) cubic yards at the rate set forth in Exhibit A. Or, if the material that exceeds four (4) cubic yards is Loose Brush, the residential customer may request a chipper service from CONTRACTOR at the rate set forth in Attachment A, with a one hour minimum charge. Residents with any material that is not Unacceptable Waste may contact CONTRACTOR to schedule an appointment for CONTRACTOR to inspect the materials and provide the customer with an estimate to collect the materials. Arrangements for these services can be made by contacting CONTRACTOR'S customer service representative Monday through Friday, 8:00 a.m. to 6 00 p.m.

Residents of the CITY shall also have access to the Arlington Landfill to dispose of materials. CONTRACTOR shall provide each resident two free landfill entries for the disposal of Acceptable Waste each year 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 on Exhibit B. Residents must present a

voucher obtained from the CITY to utilize as one of their free landfill entries. In all cases, residents must produce a photo ID.

- (2) Containers Secured: Each residential customer shall keep all such containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.
- (3) Draining Liquids Each residential customer shall drain all acceptable Waste and Recyclable Materials mixed with water or other liquids before placing the same into appropriate containers.
- (4) Placement of Waste and Materials: Each residential customer shall place appropriate containers containing Acceptable Waste, Recyclable Materials and tied bundles of brush at the curbside on the R.O.W. bearing such residential customer's address in such a manner as to be easily accessible for collection and as to prevent Acceptable Waste, Recyclable Materials and tied bundles of brush from being scattered.
- (5) Residential Containers: Each residential customer shall provide and use containers (disposable or permanent) sufficient in number to hold the Acceptable Waste accumulating on the premises. Only the recycling containers furnished by CONTRACTOR shall be used for Recyclable Materials.
- (6) Special Waste: No residential customer shall place for collection, or permit to be placed for collection, any Special Waste or Unacceptable Waste.
- (7) Time of Placement of Acceptable Waste and Recyclable Materials in Containers All appropriate containers and tied bundles of brush required to be located at the curbside shall be placed at the prescribed curbside locations not more than twelve hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day. Residents shall remove their recycle carts from the curb by the end of the day on the scheduled day of their recycle collection.
- (8) Vines and Bushes: Each residential customer shall place all vines and thorny bushes in disposable containers
- (9) Waste and Materials in Containers: Each residential customer shall place all Acceptable Waste and Recyclable Materials (including brush, if the size of the brush allows) in either disposable containers, permanent containers, Bundles, or recyclable containers.

- b) CONTRACTOR's Duties and Obligations - Residential It shall be the duty and obligation of CONTRACTOR to perform the following services:

Collection. CONTRACTOR agrees to make two (2) weekly curbside take-all collections for Acceptable Waste and one (1) weekly curbside collection for Recyclable Materials. The city shall be divided into a North and a South division with roughly the same number of single family residences in each. Collections from one such division shall be picked up on Mondays and Thursdays and collections from the other division shall be picked up on Tuesdays and Fridays. The schedule shall be subject to approval of the city manager or his designee. Collections for Recyclable Materials from residential customers shall be on one of the same days that Acceptable Waste is collected. CONTRACTOR shall not commence service to residential customers prior to 7:00 a.m. and shall not pick up in residential areas after 7:00 p.m. Unusual, emergency situations requiring a later one-time temporary change in schedule shall

be timely communicated to the City Manager or his designated representative, prior to such temporary time change being made. No collections will be made on Saturdays, Sundays or holidays except as set forth in paragraph 6.m. (See Section "6.m" for more information about holidays). The recycling collection will be in addition to the regular twice weekly collection of Acceptable Waste. CONTRACTOR shall pick up both regular and backdoor service customers in the manner specified herein.

- (2) Customer Service, Complaints, Supervisor: CONTRACTOR agrees to designate and maintain a route supervisor for CITY and to maintain an office located in Tarrant County with a local telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 7:00 a.m. to 6:00 p.m. every day except Saturday, Sunday and the holidays set forth in Section (6 m) herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. CONTRACTOR shall also maintain voice mail and web site access for complaints after 6:00 p.m. Complaints received prior to 12:00 p.m. on any day for a missed or incomplete pickup shall be collected that same day. Complaints received after 12:00 p.m. on any day for a missed or incomplete pickup shall receive priority and such solid waste or recyclables which are the subject of the complaint shall be collected by 12:00 p.m. the following day. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.
- (3) Equipment and Services Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY for services described in this contract. Contractor shall conduct its operations in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste, Unacceptable Waste or Debris.
- (4) Take-All Service. CONTRACTOR shall collect all Acceptable Waste placed on the curb as part of the regular waste collection cycle providing that the items are acceptable for landfill disposal and the items are contained in permanent containers, temporary containers, or Bundles. Brush must be Acceptable Brush and fencing material must be Acceptable Fencing material. Construction debris must be Residential Construction Debris. CONTRACTOR will collect up to four cubic yards of Bundles and Bulky Waste each week from each residential unit as part of normal service collections. CONTRACTOR shall not be required to collect any Unacceptable Waste or debris as defined herein. CONTRACTOR shall also provide a separate special collection or brush chipper service option to residents wishing to schedule the collection of Loose Brush. There is a separate fee for such service and shall be as prescribed in Attachment A
- (5) Landfill Disposal and Vehicle Standards: CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with

the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or adjacent properties. Vehicles shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name and phone number in letters not less than four (4) inches in height and shall be individually numbered on both sides and on the back of the truck. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition. When purchased, vehicles must meet the standards existing at the time of purchase as set out by the TCEQ/EPA guidelines.

- (6) Large Objects/Large Quantity The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR and customer, the CONTRACTOR shall perform the service. The agreed upon fee for the service shall be paid by the customer immediately upon completion of the work performed.
- (7) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Saturdays, Sundays or Contract designated holidays except for Saturday collection days required to make up for holidays. (See Section "6.(m)" for more information about holidays).
- (8) Residential Recycling Containers: CONTRACTOR shall provide each residential customer a sixty-five (65) gallon container, which shall be dedicated solely for the collection of Recyclable Materials. Such container shall be delivered to each residential customer by the CONTRACTOR that includes molded in lid graphics explaining how the container is to be used and other information pertinent to the recycling service and materials collected. The CONTRACTOR shall charge a replacement cost for any recycling container which is lost, stolen, or destroyed after a residential customer is initially provided a recycling container. The charge for replacing a recycle container shall be as prescribed in Exhibit A, Collection Rate Schedule. Residential customers shall not be responsible for any containers damaged or destroyed by CONTRACTOR, or as result of a manufacturer defect. Residents may request additional recycle containers for their residence and shall pay an additional monthly fee per additional container as prescribed in Exhibit A. CITY shall bill the additional fees through the residents monthly utility bill.
- (9) CONTRACTOR shall make accommodations for carryout service for disabled or elderly residents who are physically unable to place their recycle containers at the curb. The City Manager shall determine which residents are eligible for this service. Placement of the recycle container in this instance shall be located in an area easily accessible by the CONTRACTOR's collection crews
- (10) Routes and Schedules. Collection routes shall be established for the collection of Acceptable Waste and Recyclable Materials as necessary to fulfill the requirements of this Contract. The CONTRACTOR shall submit a map designating the collection routes and proposed days of collection to the CITY for approval. CONTRACTOR shall give the



CITY thirty days advance notice prior to any route change. All route changes must be approved by the CITY Manager. CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

(11) Christmas Tree Recycling: See Section 6.d

c) Residential Charges

- (1) Customer Billing. CITY agrees to bill all residential customers served by CONTRACTOR. CITY further agrees to collect and remit all sales taxes to the appropriate governmental authority.
- (2) Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 25th day of each month the appropriate charges as hereinafter provided
- (3) Residential Acceptable Waste Charges and Residential Recycling Charges. 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 recycling services 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%. CITY shall remit to the CONTRACTOR its check in the amount of 88% of all amounts billed for residential solid waste and recycling service for ACCEPTABLE WASTE and recyclables collected. The 12% not remitted for residential billings shall become the Property of the CITY.
- (4) Modification of Rates. CONTRACTOR shall maintain such residential rates as shown in Attachment "A" until January 31, 2016. The residential rates effective on February 1, 2016 and annually thereafter, shall be adjusted and will be calculated as follows. the rates shown in Attachment "A" will be increased by the CPI for All Urban Consumers (CPI-U, Series ID CUURA316SA0, CUUSA316SSA0) for the Dallas-Fort Worth, Texas Area for the previous twelve months according to the most recently published data from the Bureau of Labor Statistics of the U.S. Department of Labor or 2.75% whichever is greater, except that the increase will not exceed 4.5% for any one year. In addition, an additional increase ("Other Increase") may be requested by the CONTRACTOR no more often than once per year for extraordinary expenses not covered by the CPI, such as Federal, Local or State mandates or other extraordinary operating expenses directly related to the provision of the services under this Contract over and above what is in existence at the time the contract is initiated. In support of any additional request, CONTRACTOR shall furnish evidence as to the need for the Other Increase to the City Manager, or designee. If the City Manager agrees with the Other Increase, then the City Manager will recommend acceptance of the Other Increase to the City Council for its approval, disapproval, or modification. If the City Manager does not agree with the Other Increase, CONTRACTOR and the City Manager, or designee, will attempt in good faith to agree to an amount of the Other Increase that the City Manager will recommend to the City Council for its approval, disapproval, or modification. If no agreement can be reached, and the CONTRACTOR chooses, the City Manager will submit

the Other Increase to the City Council for its approval, disapproval, or modification.

- (5) Modification of Landfill Rates – CONTRACTOR shall be allowed to adjust the rates set forth in EXHIBIT B, the Landfill Rate Sheet, on an annual basis, but the total increase shall not exceed 20% above the initial Contract rates over the term of this Contract and any renewals as defined herein. CONTRACTOR may request additional increases over and above the 20% described herein, for additional expenses incurred as a result in changes to law, and or regulations imposed after the effective date of this Contract. CITY shall consider any such requests in good faith and shall not unreasonably deny such request.
- (6) Residential Acceptable Waste CITY and CONTRACTOR agree that the MONTHLY CUSTOMER SERVICE CHARGE for residential customers shall be as described on ATTACHMENT "A"
- (7) Residential Recycling: CITY and CONTRACTOR agree that the curbside residential recycling monthly service charge shall be as provided in Attachment "A". Residents 65 years of age and older and/or permanently disabled (upon satisfactory proof of age or disability) may execute a request for an exemption of 75¢. If requested, the CITY will grant an exemption to each head of household 65 years of age and above or permanently disabled an amount of 75¢ from the curbside Recycling charge. The CITY will remit to the CONTRACTOR the amount normally submitted to the CONTRACTOR for each regular account, less the 75¢
- (8) CITY shall ensure that at all times during the term of this Contract that the CITY will charge, pursuant 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 this 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. CITY shall provide to CONTRACTOR a copy of all ordinances referenced by the paragraph within thirty (30) days of passing each such ordinance.
- (9) 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. CONTRACTOR shall not have any right to demand payment of any obligation of CITY under this Contract from funds raised or to be raised by taxation. No obligations of CITY under this Contract shall be construed to be a debt of the CITY of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

5. Commercial, Industrial, Institutional and Multi-Family

- a) Duties and Obligations of Commercial, Industrial, Institutional and Multi-Family Customers. Every owner, agent, employee or person otherwise in charge of any commercial, institutional, industrial and multi-family premises within the CITY ("commercial customer") shall have the following duties and obligations.
  - (1) Containers Secured. Each commercial and multi-family customer shall keep all commercial containers pursuant to the CITY's Zoning Ordinance

and in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals.

- (2) Draining Liquids: Each commercial and multi-family customer shall drain all Acceptable Waste or Recyclable Materials mixed with water or other liquids before placing same into a commercial container, and, further, no commercial or multi-family customer shall place for collection, or permit to be placed for collection, any Unacceptable Waste, Hazardous Waste or Special Waste.
  - (3) Sufficient Containers: Each commercial and multi-family customer shall be provided by CONTRACTOR containers sufficient in number to hold the Acceptable Waste or Recyclable Materials accumulating on the premises.
  - (4) Waste and Materials in Containers: Each commercial and multi-family customer shall cause all Acceptable Waste or Recyclable Materials accumulating on such premises to be placed in commercial containers. Commercial and multi-family customers shall place said containers in a certain designated location which is agreed to by CONTRACTOR and customer, bearing such customer's address for collection at the same time and in the same manner as is provided for residential waste collection. The location of the customer's container shall be placed such that no damage results to the pavement or asphalt surfaces. CONTRACTOR shall not be liable for damages to pavement or asphalt surfaces, which result from the container being placed in such location.
  - (5) Other Waste: Any company which produces on a regular basis industrial, manufacturing, or commercial products which have a residual value in the open market or that produce significant and constant wastes, such as cardboard from their business, may sell and market said products in a manner determined by the individual company and are not required to utilize the CONTRACTOR for this service. If such companies use other, non-CONTRACTOR commercial/industrial recyclers for such waste, such recyclers shall conform to and be permitted or franchised as apparent under CITY of North Richland Hills' rules and regulations. Any questions or disputes shall be resolved at the discretion of the City Manager.
  - (6) Other Recycling: Any company desiring to recycle wastes that are not or cannot be recycled by CONTRACTOR shall only use such commercial industrial recycling company that has a current permit or franchise in North Richland Hills.
- b) CONTRACTOR's Duties and Obligations - Commercial, Industrial, Institutional and Multi-Family. It shall be the duty and obligation of CONTRACTOR to perform the following services
- (1) Containers: CONTRACTOR shall provide all commercial containers for Acceptable Waste or Recyclable Materials storage which are available upon request of the owner or occupant of any premises within the corporate limits of CITY, excluding single family and two family residences. The commercial containers provided by CONTRACTOR shall be (i) equipped with suitable covers to prevent blowing or scattering of Acceptable Waste or Recyclable Materials while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with the

CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height, and (iv) emptied not less than one time each week. CONTRACTOR shall provide to commercial customers, containers sufficient in number and size to hold all of the customer's Acceptable Waste and Recyclable Materials.

- (2) Customer Service, Complaints, Supervisor: CONTRACTOR agrees to designate and maintain a route supervisor for CITY and to maintain an office located in Tarrant County with a local telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 7:00 a.m. to 6:00 p.m. every day except Saturday, Sunday and the holidays set forth in Section (6.m) herein, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above-mentioned hours. CONTRACTOR shall also maintain voice mail and web site access for complaints after 6:00 p.m. Complaints received after noon on any day for a missed or incomplete pickup shall receive priority and such solid waste or recyclables which are the subject of the complaint shall be collected by 12:00 p.m. the following day. A daily log of all service calls, complaints, inquiries and the action taken thereon, shall be maintained by CONTRACTOR.
- (3) Equipment Furnished: CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently and properly collect and dispose of Acceptable Waste or Recyclable Materials from premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall not be responsible under this Contract for collecting and disposing of Hazardous Waste, Special Waste, Unacceptable Waste or Debris.
- (4) Large Objects/Large Quantity: The CONTRACTOR agrees to provide an on-call service for the collection of large objects and quantities of debris, including temporary roll-off service. Upon request by a customer, CONTRACTOR agrees to provide an estimate of the cost to remove and dispose of such items and upon mutual Contract between CONTRACTOR, shall perform the service. The agreed upon fee for the service shall be paid by the customer immediately upon completion of the work performed.
- (5) Lawful Disposal. CONTRACTOR agrees that the Acceptable Waste collected will be disposed of in compliance with the laws of the State of Texas. All vehicles used by the CONTRACTOR for the collection and transportation of Acceptable Waste or Recyclable Materials shall be protected at all times while in transit to prevent leakage and the blowing or scattering of materials or waste onto the public streets of CITY or properties adjacent thereto and shall at all times be maintained in good repair. Further, such vehicles shall be clearly marked with CONTRACTOR'S name in letters not less than four (4) inches in height and shall be individually numbered on both sides and on the back of the truck. All collection equipment shall be washed and deodorized as necessary, but at minimum once each week, and shall be kept in sanitary condition. Vehicles must meet the current standards set out by the TCEQ/EPA guidelines.

- (6) Non-Collection Days: CONTRACTOR agrees that no collections will be made on Saturdays, Sundays, or Contract designated holidays except for commercial accounts that require collection on these dates (See Section "6 (m)" for more information about holidays)
- (7) Routes and Schedules: CITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services. CONTRACTOR shall adjust schedules and times of collection to avoid disturbance of residential areas when picking up from commercial, industrial and institutional customers prior to 7:00 a.m.
- (8) Multi-Family Unit Recycling. CONTRACTOR agrees to work with CITY and multi-family complexes to develop workable methods for multi-family unit recycling. The fees for such recycling services will be agreed to by the parties
- (9) General Recycling: CONTRACTOR agrees to provide recycling services upon request to commercial, industrial and multi-family customers. In the event it is not cost effective for CONTRACTOR to make such services available, it has the right to decline. It is understood that customers can engage a permitted or franchised commercial hauler to collect solely and pure recyclable materials if clearly separated in a recyclable container only at customer's location.

c) Commercial, Industrial, Institutional and Multi-Family Charges

- (1) Commercial, Industrial, Institutional and Multi-Family Acceptable Waste: CITY and CONTRACTOR agree that the monthly service charges for commercial, industrial, institutional and multi-family Acceptable Waste shall be provided in ATTACHMENT "A", which is attached hereto and incorporated herein by reference.
- (2) Modification of Rates CONTRACTOR shall maintain such Commercial, Industrial, Institutional and Multi-Family Charges rates as shown in Attachment "A" until January 31, 2016. The Commercial, Industrial, Institutional and Multi-Family Charges rates effective on February 1, 2016 and annually thereafter, shall be adjusted and will be calculated as follows: the rates shown in Attachment "A" will be increased by the CPI for All Urban Consumers (CPI-U, Series ID CUURA316SA0, CUUSA316SA0) for the Dallas-Fort Worth, Texas Area for the previous twelve months according to the most recently published data from the Bureau of Labor Statistics of the U.S. Department of Labor or 3% whichever is greater, except that the increase will not exceed 4.5% for any one year. In addition, an additional increase ("Other Increase") may be requested by the CONTRACTOR no more often than once per year for extraordinary expenses not covered by the CPI, such as Federal, Local or State mandates or other extraordinary operating expenses directly related to the provision of the services under this Contract over and above what is in existence at the time the contract is initiated. In support of any additional request, CONTRACTOR shall furnish evidence as to the need for the Other Increase to the City Manager, or designee. If the City Manager agrees with the Other Increase, then the City Manager will recommend acceptance of the Other Increase to the City Council for its approval, disapproval, or

modification. If the City Manager does not agree with the Other Increase, CONTRACTOR and the City Manager, or designee, will attempt in good faith to agree to an amount of the Other Increase that the City Manager will recommend to the City Council. If an agreement is reached, City Manager will recommend the agreed upon Other Increase to the City Council for its approval, disapproval, or modification. If no agreement can be reached, and the CONTRACTOR chooses, the City Manager will submit the Other Increase to the City Council for its approval, disapproval, or modification billing.

- (3) Customer Billing. CITY agrees to bill for all permanent and regularly scheduled commercial, industrial, institutional and multi-family customers served by the CONTRACTOR. CONTRACTOR agrees to bill for temporary container service. CONTRACTOR will submit to the CITY within two days following the end of each calendar month a detail and summary report for all permanent and regularly scheduled customers for billing purposes. Detail and summary reports must balance. CONTRACTOR will submit, for informational purposes, a listing of the temporary container services the CONTRACTOR billed, which includes customer name, address, service type and charges. CITY further agrees to collect and remit all sales taxes to the appropriate governmental authority.
- (4) Payment to CONTRACTOR. CITY agrees to pay to CONTRACTOR on or before the 25th day of each month the appropriate charges as hereinafter provided:
- (5) Commercial, Industrial, Institutional and Multi-Family Recycling Charges: The service charge for commercial, industrial, institutional and multi-family recyclable materials collection shall be negotiated between the CONTRACTOR and customer and submitted to CITY for billing.
- (6) Commercial, Industrial, Institutional and Multi-Family Acceptable Waste Charges and Commercial, Industrial, Institutional and Multi-Family Recycling Charges. 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 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%. CITY shall remit to the CONTRACTOR its check in the amount of 90% of all amounts billed for Commercial, Industrial, Institutional and Multi-Family Acceptable Waste service and Commercial, Industrial, Institutional and Multi-Family Recycling Service. The 10% not remitted for Commercial, Industrial, Institutional and Multi-Family Acceptable Waste service and Commercial, Industrial, Institutional and Multi-Family Recycling billings shall become the Property of the CITY.
- (7) CITY shall ensure that at all times during the term of this Contract that the CITY will charge, pursuant to an ordinance duly passed by the CITY's governing body, a sufficient rate from the CITY's commercial, industrial, institutional and Multi-Family customers to pay the amounts due under this 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. CITY shall provide to CONTRACTOR a copy of all ordinances referenced by the paragraph within thirty (30) days of passing each such ordinance.

- (9) 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. CONTRACTOR shall not have any right to demand payment of any obligation of CITY under this Contract from funds raised or to be raised by taxation. No obligations of CITY under this Contract shall be construed to be a debt of the CITY of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

6. Miscellaneous

- a) Assignment of Contract: This Contract and any and all rights and obligations of CONTRACTOR hereunder may be assigned by CONTRACTOR to any parent company, affiliate, or subsidiary of CONTRACTOR without the consent of the CITY, but may be assigned to any other third party only with the prior written consent of the CITY's City Council.
- b) Applicable Law: CITY and CONTRACTOR (and customers) shall comply with all rules and regulations of any federal, state, or local authority. In this regard, CONTRACTOR shall not be required to collect and dispose of any Unacceptable Waste, Special Wastes, or any other improper waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials. CONTRACTOR further agrees to comply with all applicable state and federal laws regulating collection and disposal of waste, and to hold the CITY harmless of and from all claims and demands of any persons or governmental agency in connection with its landfills.
- c) Bad Debt Collections and Write-Offs: The CITY will diligently pursue the collection of bad debts and those which are deemed uncollectible after 90 days will be written off by the CITY and write-offs will be adjusted (deducted) from CONTRACTOR'S monthly payment following the quarter of the write-offs. Although write-offs will be made, CITY will continue to pursue collection and any bad debts collected after any quarterly payment adjustment will be added to the next monthly payment to the CONTRACTOR. CONTRACTOR reserves the right to suspend service to any unit associated with an uncollectible bad debt.
- d) 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 selected and publicized by CONTRACTOR and either transport such trees to a site designated by CITY, or a site of CONTRACTOR's choosing where CONTRACTOR shall grind the trees into mulch and return such mulch to CITY for use by the CITY as it chooses.
- e) CITY Liaison: CONTRACTOR and CITY agree that the City Manager will be the authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute between customer and CONTRACTOR. The CITY may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between the CITY and CONTRACTOR.

- f) CITY Ordinances: CITY agrees to pass such ordinances as are necessary to effectuate all terms of this Contract including all duties and obligations required of residential and commercial customers
- g) Contract Execution: This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- h) Contract Validity If any provision or portion of this Contract is for any reason unenforceable, inapplicable, or invalidated then such provision or portion shall be reformed in accordance with applicable laws and the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable, inapplicable or invalidated provision had never been contained herein. The invalidity, inapplicability, or unenforceability of any provision or portion of this Contract shall not affect the validity, applicability or enforceability of the other provisions or portions of this Contract
- i) CONTRACTOR Liability Insurance: CONTRACTOR assumes all risk of loss or injury to property or persons to the extent resulting from its negligence or willful misconduct in the performance of its services under this Contract, and agrees to indemnify and hold harmless the CITY from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury . CONTRACTOR agrees to carry the following types on insurance (any of the insurance coverage required herein may in part, or in whole, come from self funded, ERISA, or self insurance plans).

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation or	Statutory equivalent
Automobile Liability	\$1,000,000 Combined Single Limit, bodily injury and property damage combined
General Liability	\$1,000,000 Combined Single Limit, bodily injury and property damage combined
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Excess Liability Coverage	\$2,000,000 aggregate

CONTRACTOR agrees to furnish the CITY Certificates of Insurance evidencing that such insurance has been procured and is in force.

CONTRACTOR agrees to indemnify CITY from any and all claims arising out of any failure by CONTRACTOR to provide workers' compensation, or its equivalent, as required by state law and this Contract.

- j) Performance Bond. The successful CONTRACTOR shall be required to furnish a performance bond as security for the faithful performance of this Contract Said performance bond must be in an amount equal to \$250,000 and must remain in effect for the term of this contract and any extension hereof



The CONTRACTOR shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the CITY on an annual basis for the duration of the contract

- k) Customer Service: CONTRACTOR shall provide responsive customer service and maintain sufficient staffing thereto. Any and all reports of missed or incomplete pickups to residential units received prior to 12:00 p.m. shall be "resolved" by the end of the CONTRACTOR'S workday. Any and all such reports received after 12:00 p.m. shall be "resolved" before 12:00 p.m. the following day. Any and all reports of missed or incomplete pickups to commercial units received prior to 10:00 a.m. shall be addressed by the end of the CONTRACTOR'S workday. Any and all such reports received after 10:00 a.m. shall be addressed before 12:00 p.m. the following day. CONTRACTOR will pay a \$25.00 per occurrence penalty to CITY for each missed collection if not picked up within the remedy period provided herein or in Paragraph's 4(b)(2) and 5(b)(2). If the same address is missed and not picked up within the remedy period more than three times in any 90 day period, the penalty to be paid by CONTRACTOR shall be doubled. The City Manager will make the final determination as to whether the issue was "resolved." CONTRACTOR will respond to and initiate action to resolve any other complaints within 24 hours

If CONTRACTOR has more than ten (10) instances during a 30 day period in which the missed or incomplete pickup is not "resolved" as set forth above ("Event"), the CITY may deduct from the consideration to be paid CONTRACTOR, as a penalty, the sum of \$1,000 for the Event.

CONTRACTOR agrees not to place Recyclable Materials, which are in Recycling Containers, into trucks carrying other Acceptable Waste. If CONTRACTOR has ten (10) or more confirmed instances of violating the foregoing sentence, then CONTRACTOR will pay \$25.00 per occurrence as a penalty for each such violation, however in no event shall such penalties exceed \$1,000 in any thirty (30) day period. The City Manager's decision is final as to whether a violation is confirmed.

If CONTRACTOR is unable to provide service to a substantial number of customers on a particular day ("Major Non-Service Event"), and this Major Non-Service Event is not caused by a Force Majeure, the CITY may expedite the times set forth in Paragraph 6(t) as follows:

- (1) The CONTRACTOR shall be allowed a ten (10) day period to cure pursuant to Paragraph 6(t)(1).
- (2) The CITY may demand that the hearing before the City Manager or his designated representative as set forth in paragraph 6(t)(2) can be held on only 48 hour notice to CONTRACTOR; and
- (3) The CITY may demand that the hearing before the City Council as set forth in paragraph (6)(t)(3) can be held on 10 days notice to CONTRACTOR.

The CONTRACTOR shall provide one contact person (name and phone #) for any and all complaints and requests from City staff. The CONTRACTOR shall

monitor its own operations for efficiency and shall periodically perform customer satisfaction surveys.

- l) Free Service to CITY CONTRACTOR shall provide free pickup and disposal, in manners specified by the CITY, for all CITY owned facilities, except CONTRACTOR will not provide free pickup and disposal for CITY owned facilities that are managed or operated by private third parties, excluding Iron Horse Golf Course, for which CONTRACTOR will provide free service. CONTRACTOR will provide eighty-four (84) roll off hauls annually at no charge for all other CITY properties, events and facilities, including NRH20 Family Water Park and Iron Horse Golf Course. These free 84 roll off hauls also include community cleanup programs as defined by the CITY. These programs are conducted on four (4) Saturdays per year. The CITY will require six (6) of these 84 roll offs for participation in Texas Recycles Day, Trinity Trash Bash, Fall Community Clean Ups and Great American Cleanup. The CITY shall also have free dumping privileges of up to 400 cubic yards of waste per month during the term of this agreement at the nearest landfill or transfer station used by the CONTRACTOR. All amounts in excess of 400 cubic yards of waste per month will be provided at the rate shown on Attachment "B". Free dumping is interpreted as meaning no charge or cost assessed to the CITY. CONTRACTOR shall also provide at no cost or fee to the CITY all services, materials, and equipment related to the CITY's workplace recycling program.

- m) Holidays/Make-Up Days: CITY and CONTRACTOR agree that the following days shall be recognized as holidays

New Years Day	Thanksgiving Day
Independence Day	Christmas Day
Labor 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.

If a necessity arises the CONTRACTOR believes warrants collection services on a designated holiday, approval shall be obtained from the City Manager or his designated representative, at least 24 hours prior to holiday collection. CONTRACTOR will be solely responsible for timely notification of the affected customers of this holiday pick up.

- n) Hazardous and inclement Weather Days: On icy, snow or other hazardous or inclement weather days when public schools in the Birdville ISD are closed, CONTRACTOR may elect to suspend service for that day, subject to notification to the City Manager, or his designated representative. No make-up day for missed weather day is required of CONTRACTOR.

CONTRACTOR shall be solely responsible for timely notifying customers of this temporary suspension of service.

- o) **Interruption in Service:** In the event that the collection and disposal of Acceptable Waste or Recyclable Materials should be interrupted by any reason for more than forty-eight (48) hours, CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to provide and protect the public health and safety

If the interruption in service mentioned in the paragraph above continues for a period of seventy-two (72) hours, and is not caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, changes in laws statutes, regulations or ordinances or other similar or different contingency beyond the reasonable control of the CONTRACTOR, then the CITY shall have the right to terminate the rights and privileges granted in this Contract.

- p) **Investigations and Public Hearings:** The City Council shall have full power to examine or cause to be examined upon prior written notice to CONTRACTOR, at a mutually acceptable time at CONTRACTOR'S premises and at CITY's expense, the books, papers and records of CONTRACTOR which are used to support the calculations of the charges invoiced to CITY under this Contract.. In this connection, the CITY shall have the right, through its Council, to take testimony and compel the attendance of witnesses or the production of such books, papers and records and to examine witnesses under oath and under such rules and regulations as it may adopt.
- q) **Judicial Interpretation:** CITY and CONTRACTOR agree that if any term or provision of this Contract is submitted to a court for judicial interpretation that such court shall not apply the presumption which results from the rule of construction that a document or its contents is to be construed against the person who himself or through his agent prepared the same
- r) **Non-Collection.** Should a dispute arise between the CITY, CONTRACTOR, and/or a customer as to whether the CONTRACTOR actually failed to make a collection (whether the CONTRACTOR missed a pickup) the decision of the City Manager in such matter shall be final and CITY and CONTRACTOR agree to abide by said decision.

However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely place brush, permanent containers, disposable containers, Recyclable Materials or commercial containers out, maintains improper or inadequate containers for the nature, volume, or weight of Acceptable Waste or Recyclable Materials for collection, CONTRACTOR may refrain from collecting all or a portion of such Acceptable Waste or Recyclable Materials and shall notify CITY of the reason for such non-collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection).

CONTRACTOR's notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business, and shall indicate the nature of the violation and the correction required in order that such waste or recycling materials may then be collected at the next regular collection date.

When CITY is notified by a customer that Acceptable Waste or Recyclable Materials have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect Acceptable Waste or Recyclable Materials from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after a collection order is issued by CITY, at no additional charge

- s) **Records and Reports:** The CITY shall have access at all reasonable hours, at CONTRACTOR's premises to all CONTRACTOR'S books and records which are used to support the calculations of the charges invoiced to CITY under this Contract and customer service reports related to the Services under this Agreement CITY shall have the right, at CITY's expense, to audit the records set forth herein upon giving written notice.

The following records and reports shall be emailed monthly to the CITY Manager or his designee by the fifteenth (15th) day of each month in a format which can be electronically sorted as to each of the items specified below

- (1) Complaint list containing at least the street address, complaint code, date and time of complaint and the date and time of resolution;
  - (2) Customer service reports detailing call received, nature of calls and response times;
  - (3) Reports of results of all complaint received and investigations completed by CONTRACTOR;
  - (4) Adequate report on recyclable collections will be submitted and shall include the number, percentage of households participating, tonnage (by category) of recyclable, and where and how the recyclables were disposed of.
  - (5) CONTRACTOR will provide a monthly report on tons of solid waste deposited at the landfill from North Richland Hills. The report will include a breakdown of how much is from residential customers and commercial industrial customers.
  - (6) A monthly listing of all commercial accounts served. This list shall include customer's name, address, frequency of pickup, size of container or type of service and charges for same.
- t) **Termination for Cause:** If, at any time, the CONTRACTOR shall fail to substantially perform terms, covenants or conditions herein set forth, the following steps shall be taken:
- (1) CITY shall notify the CONTRACTOR by registered or certified mail the specific reason in support of the CITY'S claim that the CONTRACTOR has substantially breached the terms and provisions of the contract. CONTRACTOR shall be allowed a thirty (30) day period from the date of receipt of said notice from CITY to remedy any failure to perform.
  - (2) Should the CONTRACTOR fail to remedy its performance after thirty (30) days, a hearing shall be held with the City Manager or his designated representative. Written notice shall be sent to the CONTRACTOR of the date and time of the hearing. The City Manager or his designated representative may recommend that the

- CONTRACTOR has failed to remedy performance and that a termination hearing be held by the City Council or that a correction plan be approved to allow for the needed remediation by the CONTRACTOR.
- (3) Should the CITY deem the CONTRACTOR to have failed to remedy performance, a hearing shall be conducted in public by the City Council. A notice shall be sent to the CONTRACTOR no earlier than ten (10) days before the scheduled hearing. The notice shall specify the time and place of said hearing and shall include the specific reasons in support of the CITY'S claim that the CONTRACTOR has substantially breached the terms and provisions of this contract. The CONTRACTOR shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in aforesaid notice. If, after said public hearing, the City Council makes a finding that the CONTRACTOR has failed to perform the contract, its clauses and tenants, the City Council may, by majority vote, or other voting rule as determined by the Council, terminate the contract. Contract termination date shall be effective six months from such findings. This Contract may, at the option of the CITY, be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the CONTRACTOR.

- u) Termination for Cause: Nothing herein waives or impairs CONTRACTOR's rights to terminate the Contract pursuant to law upon a material breach by the CITY. Provided, however, CONTRACTOR shall notify CITY by certified mail addressed to the CITY at the address set forth herein of specific reasons in support of CONTRACTOR's claim that CITY has breached the terms and provisions of this Contract. CITY shall be allowed thirty (30) days from the date of receipt of notice to remedy any alleged breach. Should the CITY fail to remedy issues related to the alleged breach of said Contract conditions, then CONTRACTOR may terminate the Contract.
- v) School Recycling: The CONTRACTOR shall coordinate recycling efforts with the Birdville ISD at rates agreed upon by the CONTRACTOR and Birdville ISD.
- w) Spillage: CONTRACTOR will not be required to clean up or collect loose residential Acceptable Waste or Recyclable Materials not created by its operation, but if same is not collected by CONTRACTOR, CONTRACTOR shall report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such waste or materials. Spillage or excess Acceptable Waste or Recyclable Materials at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection provided CONTRACTOR notifies CITY of such extra charge in time for same to be included by CITY in such customer's monthly bills. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's Acceptable Waste or Recyclable Materials or require the customer to utilize a commercial container with a larger capacity and CONTRACTOR shall be compensated for such additional services.

- x) CONTRACTOR shall provide CITY at no charge appropriately sized recycling containers and once per week recycling service at each CITY facility.

CONTRACTOR agrees to participate in Texas Recycles Day, Trinity Trash Bash, Spring and Fall Community Clean Ups and Great American Clean Up events each year, providing commercial containers and banners as determined appropriate by CONTRACTOR for each event

CONTRACTOR shall contribute annually, beginning on February 1, 2015 and each year thereafter for the term of the contract, the sum of Fifteen Thousand Dollars (\$15,000) for use by the North Richland Hills Beautification Committee.

CONTRACTOR shall contribute annually, beginning on February 1, 2015 and each year thereafter for the term of the contract, the sum of Ten Thousand Dollars (\$10,000) for the CITY of North Richland Hills Senior Citizen Programming

- y) CITY and CONTRACTOR agree that any time during the term of this Contract, the CITY may make a written request to enter into negotiations with CONTRACTOR to consider any alternative collection model ("ACM"). An ACM is any fundamental change in waste collection services, such as a change in the permitted residential collection containers, a change in the frequency of waste pickup by CONTRACTOR or any new service deemed more cost effective due to new or increased technology. Once CITY has made such a request, CITY staff and CONTRACTOR agree to promptly enter into good faith negotiations as to the proposed ACM and any contract terms related thereto. If the CITY and the CONTRACTOR agree to enter into a new waste services contract, the parties agree that such contract shall contain a provision to supersede and replace this Contract to the extent applicable.
- z) If Unacceptable Waste is discovered before it is collected by CONTRACTOR, CONTRACTOR may refuse to collect the entire bin, container, bag or bundle of waste. In such situations, CONTRACTOR shall contact the CITY and the CITY shall undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by CONTRACTOR before it is collected, CONTRACTOR may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all applicable laws. The CITY shall provide all reasonable assistance to CONTRACTOR to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect from the generator the costs incurred by CONTRACTOR in connection with such Unacceptable Waste. Subject to the CITY's providing all such reasonable assistance to CONTRACTOR, CONTRACTOR shall release CITY from any liability for any such costs incurred by CONTRACTOR in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the CITY.
- aa) CONTRACTOR shall not be responsible for any damages to CITY's property or equipment located adjacent to the collection receptacles nor to CITY's pavement, curbing or other driving surfaces resulting from CONTRACTOR's providing the

services under this Contract, except to the extent caused by CONTRACTOR'S negligence or willful misconduct.

IN WITNESS WHEREOF, the parties have executed this contract upon the year and date indicated beneath their signatures hereto

CITY OF NORTH RICHLAND HILLS

By: Mark Hindman  
Mark Hindman, CITY Manager

DATE 1/13/2015

REPUBLIC WASTE SERVICES OF TEXAS, LTD

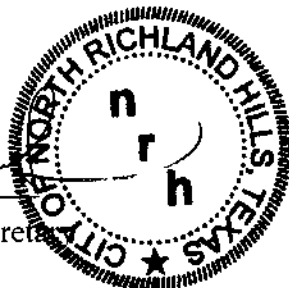
By: [Signature]

TITLE: Area President

DATE: 1/13/2015

ATTEST:

Alicia Richardson  
Alicia Richardson, CITY Secretary



ATTEST:

Reyn A. Noto

APPROVED AS TO FORM:

George Staples  
George Staples, Attorney for the CITY

**SOI ID WASTE AND RECYCLING CONTRACT  
EXHIBIT A**

**COLLECTION RATE SCHEDULE**

**EFFECTIVE DATE: FEBRUARY 1, 2015**

**RESIDENTIAL RATES**

<b>Service Level</b>	<b>Contract Rate</b>	<b>Sr. Citizens Rate</b>
Residential Curbside Trash	\$ 8.96	8.96
Residential Curbside Recycling	\$ 3.91	3.16
Total Residential Trash & Recycling Rate	\$ 12.87	12.12
Residential Backdoor Service	\$ 22.43	22.43
Residential Backdoor Recycling	\$ 8.19	7.44
Replacement Cart	\$ 50.00	(Lost, stolen or customer caused damage)
Cart Repair	\$ 10.00	(Tire, wheels, or axels - customer caused damage only)
Additional Cart	\$ 1.25	(Per month per additional cart)

**COMMERCIAL RATES**

**Commercial Front Load Rates**

<b>Size</b>	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	<b>Extra</b>
2 cubic yard	\$ 58.22	\$ 109.60	\$ 145.94	\$ 212.95	\$ 257.89	\$ 291.15	\$ 25.84
3 cubic yard	\$ 82.63	\$ 144.52	\$ 190.87	\$ 254.50	\$ 313.78	\$ 368.19	\$ 32.77
4 cubic yard	\$ 99.82	\$ 174.83	\$ 241.24	\$ 314.72	\$ 379.94	\$ 454.45	\$ 41.60
6 cubic yard	\$ 126.45	\$ 239.59	\$ 339.41	\$ 442.56	\$ 547.37	\$ 647.20	\$ 58.60
8 cubic yard	\$ 146.42	\$ 294.47	\$ 410.96	\$ 520.74	\$ 653.85	\$ 786.95	\$ 70.59

**Front Load Compactor Rates**

<b>Size</b>	<b>1xwk</b>	<b>2xwk</b>	<b>3xwk</b>	<b>4xwk</b>	<b>5xwk</b>	<b>6xwk</b>	<b>Extra</b>
4 cubic yard	\$ 242.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 cubic yard	\$ 398.26	\$ 796.51	\$ 1,194.77	\$ 1,593.01	\$ 1,991.26	\$ 2,389.53	\$ 99.53
8 cubic yard	\$ 484.44	\$ 968.86	\$ 1,453.31	\$ 1,937.77	\$ 2,422.20	\$ 2,906.64	\$ 121.09

**Commercial Roll Off Rates**

<b>Size</b>	<b>Type</b>	<b>Delivery</b>	<b>Daily Rental</b>	<b>Rate per haul</b>	<b>Deposit</b>
20 yard	Open	\$ 126.04	\$ 6.92	\$ 383.00	\$ 500.00
30 yard	Open	\$ 126.04	\$ 6.92	\$ 457.54	\$ 500.00
40 yard	Open	\$ 126.04	\$ 6.92	\$ 524.08	\$ 500.00

**Compacted Roll Off Rates**

<b>Size</b>	<b>Type</b>	<b>Delivery</b>	<b>Daily Rental</b>	<b>Rate per haul</b>	<b>Deposit</b>
30 yard	Comp	NEGO	NEGO	\$ 497.14	NEGO
34 yard	Comp	NEGO	NEGO	\$ 550.87	NEGO
35 yard	Comp	NLGO	NEGO	\$ 550.87	NLGO
40 yard	Comp	NLGO	NEGO	\$ 604.61	NEGO
42 yard	Comp	NLGO	NEGO	\$ 626.10	NEGO

Commercial Handload Rate	\$ 35.00	Twice per week service, limit 4 bags per collection
Commercial Recycle Cart	\$ 5.00	For 1st cart, \$3.00 per additional Cart
Containers with casters	\$ 18.91	per month
Locks or gates	\$ 1.66	per lift
Brush Chipper Service	\$ 157.84	per hour - 1 hour minimum charge
Loose brush - residential	\$ 12.62	per cubic yard
Caster & Lockbar Charge	\$ 81.93	1 time installation fee
Front Load Delivery	\$ 75.00	
Additional Yardage Fee	\$ 12.50	per yard



**Exhibit B**

**ARLINGTON LANDFILL**  
(Leased and Operated by Republic Waste Services of TX, LTD)  
**City of North Richland Hills "Landfill Rate Schedule"**  
**GATE RATE SCHEDULE**

(Effective February 1, 2015)

<b>TRASH</b>	
<b>ORIGIN 03</b>	
<b>VEHICLE SIZE</b>	<b>North Richland Hills Residents</b> <b>VALID DRIVERS LICENSE &amp; COPY OF WATER</b> <b>BILL REQUIRED (Unless presenting a voucher</b> <b>provided by the City.)</b>
<b>AUTOMOBILES, STATION WAGONS, PICKUPS</b>	<b>\$10/vehicle</b>
<b>PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED LESS THAN 8 FEET IN LENGTH</b>	<b>\$10 for p/u load and \$10 for trailer load</b>
<b>PICKUP TRUCKS AND TRAILERS LESS THAN 8 FEET IN LENGTH</b> <b>WITH AFTER MARKET SIDEBORDS ATTACHED TO TRUCK OR TRAILER</b>	<b>\$40/ton \$40 Minimum</b> <b>(Deposit Required)</b>
<b>PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED GREATER THAN 8 FEET IN</b>	<b>\$40/ton \$40 Minimum</b> <b>(Deposit Required)</b>
<b>SEMI-TRAILERS, DUMP TRUCKS AND TRUCKS LARGER THAN PICKUPS</b>	<b>\$40/ton \$40 Minimum</b> <b>(Deposit Required)</b>
<b>SPECIAL ITEMS</b>	
<b>TARP CHARGE FOR IMPROPERLY TARPED VEHICLES - STATE REGULATION</b>	<b>\$12/Vehicle</b>
<b>AUTOMOBILE / PICKUP TIRES (NO Rims)</b>	<b>\$8/tire - Limit of 4</b>
<b>LARGE TRUCK TIRES (NO RIMS)</b>	<b>\$15/tire - Limit of 4</b>
<b>LARGE TRUCK TIRES with RIMS</b>	<b>Not Accepted</b>
<b>AGRICULTURE TIRES (NO Rims)</b>	<b>\$175/tire - Limit of 2</b>
<b>AGRICULTURE TIRES with RIMS</b>	<b>Not Accepted</b>
<b>LIVESTOCK</b>	<b>\$10/animal</b>
<b>Earth and inert materials that may be used for cover - CLEAN DIRT</b>	<b>No Charge</b>
<b>SPECIAL HANDLING CHARGE (rootballs, etc.)</b>	<b>\$60 per load + disposal</b>
<b>100% RECYCLING - METAL, COMPUTERS, APPLIANCES</b>	<b>No Charge</b>
<b>BRUSH</b>	
<b>GRASS &amp; LEAVES ONLY</b> <b>(Customer to de-bag on site)</b>	<b>No Charge</b>
<b>BRUSH &amp; UNPAINTED/UNTREATED CLEAN WOOD</b>	<b>\$5/cy \$20 Minimum</b>
<b>CITY OF North Richland Hills Residents Only (Does not apply to contractors)</b>	

North Richland Hills residents are allowed two free visits to the Arlington Landfill each year. Residents must present a voucher, which must be obtained from the City, to utilize one of their free visits. Residents presenting Loads are restricted to a standard pick-up bed with no side-boards or a standard trailer of 6 feet in length or less.

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