

**CITY OF LEAGUE CITY**  
**SOLID WASTE AND RECYCLING AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_ 20\_\_, by and between the City of League City, Texas, a municipal corporation located principally in Galveston County; Texas (hereinafter the “City”), and AmeriWaste League City, Inc., a subsidiary of AmeriWaste, Inc. (herein after “CONTRACTOR”) with an effective date of \_\_\_\_\_.

**Section 1.**  
**Definitions of Terms**

Whenever in this Agreement the following terms are used, they shall be defined as follows:

Assistant City Manager (“ACM”). The City’s Assistant City Manager or a person authorized to act for the ACM.

Bulky Waste. Solid Waste not easily containerized in a Cart, Dumpster or Roll Off such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Yard Trimmings securely tied together forming an easily handled package not exceeding five feet in length or 50 lbs. in weight.

Business Day. Monday through Sunday between the hours of 8:00am to 6:00pm, excluding Federal Holidays

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately forty-eight (48), fifty-five (55), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer’s warranty and approved in advance by the ACM.

City. The City of League City, Texas and City’s officers, elected officials, employees, agents, volunteers, and representatives.

City Council. The governing body of the City.

City Event. An event designated by the ACM to receive City Services. The ACM has the sole authority to add or eliminate City Events.

City Facility. A City-owned or operated facility. The ACM has the sole authority to add or eliminate City Facilities to receive City Services.

City Recycling Center. A site, designated by ACM, for drop-off of Program Recyclable Materials.

City Services. Solid Waste Services and Recycling Services for City Events and City Facilities, Recycling Services from Community Recycling Units.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, removing Yard Trimmings for transport to a Yard Trimmings Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

Commercial and Industrial Refuse. All Bulky Waste, Construction Debris, Garbage, Yard Waste and Rubbish generated by a Producer at a Large Commercial and Industrial Unit.

Commercial and Industrial Unit. All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City that are not classified as a residential unit or light commercial unit.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Contractor. Shall mean the person, corporation, or partnership performing solid waste collection and disposal along with recycling collection and processing.

Construction Debris. Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the ACM unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in League City, and that has a City utility account that is billed for Solid Waste service on a monthly-basis.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid waste consisting of putrescible 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.”

Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.

Green Waste. Grass, leaves, tree trimmings, branches and other items derived from plants. This does not include tree trunks or root balls.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-three (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than five feet (5') in length and loose lumber less than five feet (5') in length provided the aggregate weight of such tree limbs and/or lumber does not exceed three hundred (300) pounds.

Household Hazardous Waste. Waste that would be chemically or physically classified as Hazardous Waste but is excluded from regulation as a Hazardous Waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household and generally includes fertilizers, pesticides, paint, paint-related materials, household cleaners, white goods (free of Freon), batteries, thermometers, automotive products, electronics, poop chemicals, aerosol cans, tires, fluorescent bulbs and small propane containers. Household Hazardous Waste does not include business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunitions, explosives, compressed gas cylinders, smoke detectors.

Light Commercial Unit. A commercial unit generating not more than four (4) ninety-six (96) gallon containers of Commercial Refuse during a calendar week.

May or Should. Not mandatory but permissible.

Mulching. Grinding of Yard Trimmings for use as mulch.

Processing. The Recycling of Program Recyclable Material into Recovered Materials and the composting or mulching of Yard Trimmings.

Program Recyclable Materials. Means the following:

Loose, bagged, or tied with string or twine, Kraft paper; Loose, bagged, or tied with string or twine corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; Loose, bagged, or tied with string or twine old newspaper including slick paper inserts; Other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper,

computer paper including continuous-form perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; Any #1 through #7 rigid plastic bottle, container, jug; Beverage containers, steel “tin” food cans, bi-metal containers, aerosol cans, lids composed primarily of whole iron or steel and other recyclable material of a similar nature.

Recovered Materials. Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered materials as described above are not Solid Waste.

Recyclable Materials. In accordance with 30 Texas Administrative Code § 330.3, defined as “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 with respect only to the party actually abandoning or disposing of the material.”

Recycling or Recycle. In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.”

Recycling Cart. A Cart exclusively utilized for Recycling Services.

Recycling Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for processing.

Refuse. A nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person whom resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the ACM to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Waste Services. Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units and Light Commercial Units.

Roll-off. A watertight receptacle, with a capacity of approximately twenty (20) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

Shall or Must. Mandatory and not merely discretionary or optional.

Single Stream. System in which all Program Recyclable Materials are commingled and that do not require the Generator to separate prior to Collection.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “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 from 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) 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; or
- (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 repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*)

- (d) Excluded Waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special wastes are:

- (a) Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes);
- (b) Class 1 industrial nonhazardous waste;
- (c) Untreated medical waste;
- (d) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- (e) Septic tank pumpings;
- (f) Grease and grit trap wastes;
- (g) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f);
- (h) Slaughterhouse wastes;
- (i) Dead animals;
- (j) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- (k) Pesticide (insecticide, herbicide, fungicide, or rodenticide);
- (l) Discarded materials containing asbestos;
- (m) Incinerator ash;
- (n) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices);
- (o) Used oil;
- (p) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be

- processed, treated, or disposed of at a solid waste management facility authorized under this chapter;
- (q) Waste generated outside the boundaries of Texas that contains:
  - a. any industrial waste;
  - b. any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
  - c. any item listed as a special waste in this paragraph;
- (r) Lead acid storage batteries; and
- (s) Used-oil filters from internal combustion engines.

Unit. Residential and Non-Residential Units that qualify for services

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion this Agreement and the carrying out of all duties and obligations imposed by this Agreement.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

Yard Trimmings Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for composting and/or mulching of Yard Trimmings. A Yard Trimmings Facility may be publicly or privately owned and may consist of several Disposal operational units.

## **Section 2. Scope of Services**

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), Green Waste, and Program Recyclable Materials collected from every Residential, Light Commercial, Commercial and Industrial Units within the corporate limits of the City as the present and future boundaries exist. CONTRACTOR shall also provide one (1) Household Hazardous Waste collection event per year at a location specified and provided by the City.

## **Section 3. Vehicles and Equipment**

1. CONTRACTOR shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CONTRACTOR shall provide, at all times, well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. CONTRACTOR shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking or blowing. CONTRACTOR shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers' specifications. CONTRACTOR'S name and telephone number shall be clearly marked on both sides of each vehicle or equipment. CONTRACTOR shall provide the

CITY with a list of vehicles and equipment that have been or shall be used to service this contract and shall notify the City of any deletions and additions as they occur. CONTRACTOR shall provide the year of manufacture on all vehicles and equipment.

2. All Dumpsters and Roll-off Containers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the CONTRACTOR and Customer. All Roll Off loads must meet TxDOT weight requirements.

#### **Section 4. Collection Schedule and Frequency**

1. Residential Collections: CONTRACTOR shall schedule all residential collections by subdivision on either a Monday/Thursday or a Tuesday/Friday or Wednesday/Saturday cycle. No residential collection shall be made on Sundays unless CONTRACTOR is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). CONTRACTOR shall pick up Heavy Trash on the second day of the weekly collection.
2. Light Commercial Collections: CONTRACTOR shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial and Industrial Collections: CONTRACTOR shall schedule commercial and industrial collection at least twice a week for Solid Waste (excluding Heavy Trash) and Green Waste.
4. Curbside Recycling Collections: CONTRACTOR shall pick up Program Recyclable Materials at least once a week to all Residential Customers.

#### **Section 5. Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. CONTRACTOR shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route and show the starting point, general direction of travel and the ending points for Residential Collections. CONTRACTOR shall create routes based on customer needs for Light Commercial, Commercial and Industrial Collections. Should a routing schedule change be approved, CONTRACTOR shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time. Notification shall be by door hangers and letters mailed to the affected Customers.
3. CONTRACTOR shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer, except for Heavy Trash, which may be picked up on the first or second pass. CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by the Customer.



**Section 6.**  
**Holiday Schedule**

1. CONTRACTOR may observe New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR shall request proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by ACM. ACM may require CONTRACTOR to provide collection or not provide collection on a holiday. ACM will provide advanced notice to CONTRACTOR if ACM requires a collection on a holiday.
2. CONTRACTOR shall provide each Customer affected by a holiday at least one collection day during the Holiday week.

**Section 7.**  
**Customer Service Office**

1. CONTRACTOR shall provide and staff an office facility to receive customer calls and to provide face to face service.
2. CONTRACTOR shall maintain a dedicated local telephone line or dedicated toll-free line to receive customer complaints or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday and until 12:00 PM on Saturdays. CONTRACTOR shall provide an email address for customers to use to submit complaints.
3. CONTRACTOR shall maintain a dedicated internet email address to receive complaints or comments from customers.

**Section 8.**  
**Performance Standards**

CONTRACTOR and employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways or damaging landscaping;
2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by CONTRACTOR;
3. CONTRACTOR shall not leave loose material, which during collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the collection operations;
4. CONTRACTOR shall maintain a consistent route schedule and comply with provisions related to hours of service;
5. Collection schedules shall be consistently performed as to morning or afternoon collection times;
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
7. CONTRACTOR will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance;

8. CONTRACTOR shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the CONTRACTOR and CONTRACTOR shall pick up any spillage caused by CONTRACTOR or its employees; and
9. Collection areas shall be free of litter and debris larger than three inches (3") within ten-foot radius of the garbage/refuse containers.

### **Section 9. Collections**

It is hereby agreed, understood and contracted that CONTRACTOR shall perform the following acts:

1. Residential Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding fifty-five (55) gallon in size at least twice a week. CONTRACTOR shall collect and dispose of Green Waste from each Residential Unit placed in bags of adequate strength, and that branches, bush and similar woody material are bundled and tied in lengths not exceeding five feet (5') or having diameters not exceeding eighteen inches (18") at least once a week, except for emergencies resulting from force majeure events or Acts of God or when notified by the City to not pick up due to delinquent payment. CONTRACTOR shall collect and dispose of Heavy Trash (including Household Appliances) from each Residential Unit at least once a week. Household appliances shall mean furniture, washing machines, dryers, stove and the like.
2. Light Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. CONTRACTOR shall collect and dispose of Green Waste from each Light Commercial Unit at a frequency of no less than once a week. Household Appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stove and the like. Household Appliances using freon shall not be required to be collected unless such freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect. The total amount of Solid Waste (excluding Heavy Trash), Green Waste or Program Recyclable Materials) from any Light Commercial Unit may not exceed four (4) ninety-six (96) gallon containers per week.
3. Commercial and Industrial Units: CONTRACTOR shall collect and dispose of Solid Waste, Green Waste from each Commercial and Industrial Unit within the City. CONTRACTOR'S collection frequency shall occur according to directive of the Customer. CONTRACTOR shall provide all containers for use by all Commercial and Industrial Units, which containers shall allow to be Solid Waste, Green Waste and Program Recycling Materials to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial and Industrial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the ACM or his designee. CONTRACTOR shall not place dumpsters on City right-of-way without the written permission from the ACM or designee.
4. City Facilities: CONTRACTOR shall collect and dispose of Solid Waste, Green Waste and Program Recycling Materials at all City Facilities as requested by the City. Solid Waste, Green Waste and Program Recycling Materials at each site shall be placed in bins or dumpsters provided by the CONTRACTOR. CONTRACTOR shall collect all Program Recyclable Materials as requested at City facilities once a week. A list of City Facilities is attached and incorporated as Exhibit A. These services shall be at no cost to the City. In addition, CONTRACTOR shall provide up to thirty-five

(35) Roll-offs with a capacity of forty (40) cubic yards to the City upon request during each calendar year.

5. Curbside Recycling Services: CONTRACTOR shall pick up all Program Recyclable Materials from every Light Commercial Unit (if Customer opted) and Residential Unit, once each week, except when a City holiday occurs during such week (in which event the pick-up scheduled for that day shall be postponed until the next scheduled recycle pick-up) CONTRACTOR shall provide a single forty-eight (48) gallon plastic cart for each Customer in the collection of Program Recyclable Materials. The Recycling Cart shall remain the property of CONTRACTOR. CONTRACTOR shall replace a Recycling Cart at no charge to the Customer if the Recycling Cart has been damaged through no fault of the Customer. If a Customer loses their Recycling Cart, a replacement cart can be purchased by the Customer at a price agreed upon between the City and CONTRACTOR.
6. Commercial/Industrial Recycling Services: If a Commercial and Industrial Unit Customer elects, CONTRACTOR shall pick up all Program Recyclable Materials from every Commercial and Industrial Unit as directed by the Customer. CONTRACTOR shall provide appropriate containers for each Customer in the collection of recyclables. The recycling containers shall remain the property of CONTRACTOR. CONTRACTOR shall replace a recycling container at no charge to the Customer if the recycling bin has been damaged through no fault of the Customer.
7. Special Collections and Services: Upon written request and/or reasonable verbal notice from City, CONTRACTOR shall collect and dispose of Solid Waste, Green Waste and Program Recycling Materials and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at various places and at various times of the year. Services for events may include roll-offs, dumpsters and trash boxes. This service shall be of no cost to the City.
8. Non-Profit Civic Group Clean-up Efforts: CONTRACTOR shall make every reasonable effort to work with interested, responsible organizations to further the goals of keeping League City beautiful. CONTRACTOR shall work with non-profit, civic groups to organize citywide clean-ups.
9. Household Hazardous Waste Collection: CONTRACTOR shall provide a minimum of one (1) household hazardous waste collection event per year at a location specified and provided by the City whereby CONTRACTOR shall accept Household Hazardous Waste from residents and employees of the City. CONTRACTOR shall organize and implement all details of the event, including complying with all applicable Federal, State and local laws in conducting the event and in the packaging, removing and disposing of all waste collected. CONTRACTOR agrees to remove and clean up any spill or other release of waste collected at the event and to restore the affected event site facilities to their original condition. The event must occur on a weekend. The City agrees to assist with the event by providing street barriers for traffic control and by supplementing CONTRACTOR'S advertising with information posted on the City's website and social media accounts. CONTRACTOR shall also provide a call-in pick-up service for stoves, washers/dryers, dish washers, refrigerators, freezers, and televisions. For the call-in pick-up service, all appliances that contain Freon must include a certification that all Freon has been removed by a certified technician.

## **Section 10. Customer Rates**

Subject to adjustments described in Section 11, CONTRACTOR shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached and incorporated as Exhibit B. The rate schedule shall be updated annually based on the CPI Adjustment and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of each new year. For all

Residential Customers, the City shall bill the Customers directly, collect all customer fees and compensate CONTRACTOR according the rate schedule in Exhibit B. For all Light Commercial, Commercial and Industrial Customers, CONTRACTOR shall bill the Customer directly and collect all customer fees, sales tax amounts and franchise fees and remit the required amounts to the City within the required timeframe.

### **Section 11. Annual Customer Rate Adjustment**

1. CPI Adjustment: Following the first year of the agreement and each year thereafter, the City shall automatically adjust the base rate for all Customers. The rate of adjustment (hereinafter "CPI Adjustment") shall equal 75% of the Consumer Price Index-All Urban Consumers from the previous calendar year as published by the United States Department of Labor, Bureau of Statistics. The CPI Adjustment shall be calculated before any Fuel Adjustment calculation or other rate adjustment calculation.
2. Fuel Adjustment: Following the first year of the agreement and each year thereafter, the City shall also automatically adjust the base rate for all Customers based on changes in diesel fuel prices on January 1<sup>st</sup> of the current year and in accordance with the Fuel Schedule, attached and incorporated as Exhibit C. The rate of fuel adjustment (hereinafter "Fuel Adjustment") shall be as determined by reference to the Energy Information Administration of the US Department of Energy's ("EIA/DOE") Weekly Retail On Highway Diesel Prices for the Gulf Coast and Exhibit C. The City shall round the fuel adjustment rate to the nearest cent. The EIA/DOE currently publishes diesel fuel prices on their website.

### **Section 12. Franchise Fees and Remuneration**

1. For Residential Units: The City shall bill Residential Units directly. The City shall pay CONTRACTOR on a monthly-basis; such remittance to be received by the CONTRACTOR by the 15th of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.
2. For Light Commercial, Commercial and Industrial Units: CONTRACTOR shall bill Light Commercial, Commercial and Industrial Unit Customers directly. CONTRACTOR shall remit to the City a monthly franchise fee of seven percent (7%) within twenty (20) days of previous service month. The franchise fee will be calculated based on the gross Commercial revenues (excluding sales tax and the franchise fee itself) generated in the City from all Light Commercial, Commercial and Industrial Units. The franchise fee is subject to adjustment by the City during the term of this Agreement. In addition, CONTRACTOR shall supply a report showing the gross revenues collected and used for calculating the franchise fee. Report shall also include a listing of dumpsters, roll off containers, and any other collections by size, frequency, company name, location address and any other pertinent information. CONTRACTOR will conform collection policies attached and incorporated as Exhibit D.
3. Program Recyclable Materials: CONTRACTOR shall pay the City \$10,000 for sale of Program Recyclable Materials on a monthly-basis.

### **Section 13. Safety**

CONTRACTOR shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. CONTRACTOR shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

#### **Section 14. Insurance**

CONTRACTOR shall comply with every condition contained herein. CONTRACTOR shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage Shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Policies shall be endorsed to provide the City of League City a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of League City as an additional insured on General Liability and Auto.
4. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).
5. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements you should contact the TWCC at (512) 440-3789).

#### **Section 15. Performance Bond**

CONTRACTOR shall maintain in full force and effect during the term of this Agreement a Performance Bond in the amount of \$250,000. CONTRACTOR shall be responsible for any premium payment required for the Performance Bond and maintaining such Bond throughout the term of this Agreement. A certificate showing that the Performance Bond premiums are paid in full shall accompany the original Performance Bond to be filed with the City, and such certificate shall be submitted to the City on an annual basis. The surety that issues the Performance Bond shall be authorized to do business in the state of Texas.

#### **Section 16. Ownership of Waste**

Title to Solid Waste and Program Recyclable Materials shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Cart, Dumpster or Roll Off, or removed by CONTRACTOR from the customer's premises, whichever last occurs. CONTRACTOR shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to CONTRACTOR.

**Section 17.**  
**Minimum Program Recyclable Materials**

CONTRACTOR shall, at a minimum, collect all Program Recyclable Materials from Light Commercial, Commercial and Industrial Units (if Customer opted) and from all Residential Units.

**Section 18.**  
**Spillage**

It is understood and agreed that CONTRACTOR shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by CONTRACTOR rendering of the Services, or be required to collect and dispose of any excess Solid Waste, Green Waste or Recyclable Materials placed outside of the Containers by any Customers. CONTRACTOR may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly contain such Solid Waste, Green Waste and/or Recyclable Materials. Should excess Solid Waste, Green Waste and/or Recyclable Materials continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste, Green Waste and/ or Recyclable Materials will be regularly contained. CONTRACTOR shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection

**Section 19.**  
**Litter and Odor Control**

It is understood and agreed that CONTRACTOR shall clean up any litter larger than three inches (3") within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. CONTRACTOR shall routinely clean collection equipment to maintain a standard of cleanliness.

**Section 20.**  
**Disposal Site; Recycling Facility**

1. Disposal Site: CONTRACTOR shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

2. Recycling Facility: CONTRACTOR shall provide Roll-offs and process and market all Program Recyclable Materials collected at the Dickinson Road Recycling Facility.

#### **Section 21. Personnel**

CONTRACTOR shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. CONTRACTOR shall provide 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day via a non-toll call from the City;
2. CONTRACTOR will hire and maintain Qualified personnel to provide the scope of services, including an operations manager;
3. CONTRACTOR will hire personnel who normally or regularly come into direct contact with the public. CONTRACTOR shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;
4. CONTRACTOR shall ensure all appropriate personnel have a valid commercial driver's license;
5. CONTRACTOR shall retain any necessary temporary labor; and
6. CONTRACTOR shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

#### **Section 22. Subcontractors**

1. CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City. CONTRACTOR shall submit a list of potential subcontractors for advance approval of the City.
2. Subcontractors shall be considered employees of CONTRACTOR under the terms of this Agreement. CONTRACTOR shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

#### **Section 23. Recordkeeping and Reporting**

CONTRACTOR shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than twenty (20) days following the end of the reporting period. All records shall be available to City at reasonable times and

places throughout the Agreement and for a period of five (5) years after last or final payment. Reports will have information specified below and be in electronic format:

1. Document solid waste and bulky waste tonnage delivered to disposal facility;
2. Document recyclable materials delivered to recyclable facility;
3. Document Bulky Waste delivered to Recyclable Facility;
4. Document Yard Trimmings delivered to Yard Trimmings Facility;
5. Document commercial collection activity by container size and frequency of pick up;
6. Identify unaccepted loads by date observed, route, and facility;
7. Document complaints, on a daily-basis, including the address, time and date for each and the reason, and resolution;
8. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements;
9. Other recordkeeping and reporting requirements as agreed upon by City and CONTRACTOR; and
10. Detailed commercial billings, collections and franchise fees assessed in Excel format.

#### **Section 24. Complaints**

1. CONTRACTOR shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to CONTRACTOR and shall be given prompt and courteous attention.
3. CONTRACTOR shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, CONTRACTOR shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received. Should CONTRACTOR for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to CONTRACTOR the City's cost as well as bill or deduct CONTRACTORS pro-rata unit charge or rate for providing the service.
5. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. ACM shall contact CONTRACTOR to review the complaint. CONTRACTOR shall have five (5) business days from the date ACM contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If CONTRACTOR cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be



unresolved, and the City shall have the authority to assess liquidated damages on CONTRACTOR. CONTRACTOR may appeal any liquidated damages assessment to the City Manager in writing within five (5) business days of the date of the decision of the ACM. The City Manager's decision shall be final.

## **Section 25**

### **Termination**

1. Termination by the City: The City may terminate the Agreement in the event of default by CONTRACTOR and failure by CONTRACTOR to cure such default after receiving notice thereof, as provided in this subsection. Default by the CONTRACTOR shall occur if CONTRACTOR fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to CONTRACTOR describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, CONTRACTOR cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If CONTRACTOR fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
  - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
    - Failure of CONTRACTOR to perform or observe any of the obligations, agreement, and conditions required to be performed or observed;
    - Failure of the CONTRACTOR to commence work operations within the time specified in the Agreement;
    - Failure of the CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations;
    - Evidence that the CONTRACTOR has abandoned the work;
    - Evidence that the CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
    - Failure on the part of the CONTRACTOR to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
    - Indication that the CONTRACTOR has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
  - b. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.
  - c. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.

- d. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by CONTRACTOR:
- The City determines and notifies CONTRACTOR such default poses an immediate threat to the health or safety of any person or to any property interest, and if 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 cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, CONTRACTOR shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing CONTRACTOR;
  - The City may withhold all or part of any sums which would otherwise be due to CONTRACTOR, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever;
  - In the event that CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, the City shall promptly notify the CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto and the period of time CONTRACTOR has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
  - The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by CONTRACTOR: CONTRACTOR may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, CONTRACTOR may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which CONTRACTOR considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. CONTRACTOR, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, CONTRACTOR may terminate its performance under this Agreement as of such date.
3. Termination by City on other grounds: CONTRACTOR expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City, Texas, which provides, among other things, that if within two years after the commencement of this Agreement, CONTRACTOR hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee who, while acting in such capacity for the City, had substantial and personal involvement with the negotiation of this Agreement, then this Agreement shall, at the option of the City Manager, be cancelled and/or CONTRACTOR shall be barred from additional contracting with the City of League City, Texas for a period of three years.

## **Section 26.**

## **Sales Tax**

CONTRACTOR agrees to provide the City with adequate assurance that all sales taxes collected in League City by CONTRACTOR will be deposited with the State.

### **Section 27.**

#### **Liquidated Damages, Licenses, Permits**

1. Liquidated Damages: In the event CONTRACTOR breaches its obligations under this agreement, the City and CONTRACTOR agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and CONTRACTOR have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. CONTRACTOR shall have the right to appeal an assessment of liquidated damages to the City Manager. CONTRACTOR shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

<b>Omission/Incident</b>	<b>Amount of Liquidated Damages</b>
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash, recycling or bulk are not collected	\$150 per incident
Days incomplete. Day are uncompleted if more than four blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day; \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason with (5) business days of notification	\$50 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts or containers back at customer's original set out location	\$500 for over 50 incidents per month

2. Licenses and Permits: CONTRACTOR shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of CONTRACTOR'S operation herein.

**Section 28.**  
**Term of Agreement; Geographic Boundaries**

1. The term of this Agreement shall be for a period of five (5) years, commencing on April 1, 2018 and concluding on March 31, 2023.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for one (1) additional period of five (5) years provided that the City provides the CONTRACTOR with written notice of its intent to extend this Agreement at least 180 days prior to the expiration date of the Agreement, (March 31, 2023), by registered mail, return receipt requested, and CONTRACTOR has not provided prior written notice of its intent to terminate at least 180 days prior to expiration of the initial five year term of this Agreement (March 31, 2023).
3. If CONTRACTOR provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional five-year term, this Agreement will cease to be renewed and will terminate on March 31, 2023 unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to three (3) additional five (5) year terms in accordance with the provisions of this Agreement.
4. CONTRACTOR shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, CONTRACTOR shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. In no event shall any person be permitted to independently contract for the collection of Construction Debris.

**Section 29.**  
**Impediments**

CONTRACTOR shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to CONTRACTOR. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, CONTRACTOR shall notify the City of any such impediment including specific locations. CONTRACTOR shall be required to put forth a good-faith effort to collect all Solid Waste.

**Section 30.**  
**Silence of Specifications**

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

**Section 31.**  
**Force Majeure**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, CONTRACTOR and the City shall negotiate the payment to be made to CONTRACTOR. Further, when the parties reach such agreement, the City shall grant CONTRACTOR variances in routes and schedules, as deemed necessary.

**Section 32.**  
**Governing Law**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Galveston County, Texas. CONTRACTOR agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

**Section 33.**  
**INDEMNITY AND RELEASE**

**CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.**

**CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE FIRM'S WORK TO BE PERFORMED HEREUNDER.**

**THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE FIRM, OR ANY THIRD PARTY.**

**Section 34.  
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CONTRACTOR or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 35.  
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 36.  
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 37.**

## **Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City:	City of League City 300 West Walker League City, TX 77573 Attn: Assistant City Manager
When to the CONTRACTOR:	Ameriwaste League City, Inc., A Subsidiary of Ameriwaste, Inc. P.O. Box 1351 Alvin, Texas 77512 Attn: President
When to the City for payment:	City of League City 300 West Walker League City, TX 77573 Attn: Accounts Payable

## **Section 38. Exhibits**

Exhibit A – Schedule of City Facilities  
Exhibit B – 2018-2019 Rate Schedule  
Exhibit C – Fuel Schedule  
Exhibit D – Collection Policies

*(signature block on next page)*

In witness hereof, CONTRACTOR and the CITY have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AMERIWASTE LEAGUE CITY, INC., A  
SUBSIDIARY OF AMERIWASTE, INC. (the “CONTRACTOR”)**

\_\_\_\_\_  
Janell Marin, President

**CITY OF LEAGUE CITY, TEXAS (the “City”)**

\_\_\_\_\_  
John Baumgartner, City Manager

Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to form:

\_\_\_\_\_  
Nghiem V. Doan, City Attorney



# Exhibit A

## City Facilities

FACILITY LOCATIONS' DUMPSTER SIZES						
FACILITY	ADDRESS	2 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards	SERVICE SCHEDULE
City Hall Annex	500 & 600 West Walker			1	2	Recycle 1-8YD 1/1W; Trash 2-8YD 3/1W; Trash 1-6YD 3/1W
City Hall**	300 W. Walker				2	Recycle 1-8YD 3/1W; Trash 1-8YD 3/1W
Public Works Facility	1535 Dickinson Avenue				1	Trash 3-8YD 2/1W; multiple roll off containers
Vehicle Maintenance					1	
Recycle Stations					6	
Countryside Water Tower	5123 ½ S. Candlewood		1			Trash 1-6YD 2/1W
Eastside Water Tower	6060 South Shore Road		1			Trash 1-4yd 1/1W
Dallas Salmon Plant (Control Building)	703 North Wisconsin	1				Trash 1-2YD 2/1W
Fire Station #1	601 Second Street		1			Trash 1-4yd 2/1W
Fire Station #2	2102 Hobbs Road		1			Trash 1-4yd 2/1W
Fire Station #3	3575 Deke Slayton Highway	1				No Open account
Fire Station #4	175 North Bay Area Blvd		1			No Open account
Fire Station #5	2898 Bay Creek Drive		1			Trash 1-4yd 1/1W
Drill Field	901 Kansas Street				1	No Open account
EMS	260 FM 270		1			Trash 1-4yd 3/1W
Animal Control	821 North Kansas Street		1			Trash 1-4yd 3/1W
Line Repair	1505 Dickinson Ave				1	No Open account
Butler Museum (Heritage Park)	1220 Coryell				1	Trash 1-8YD 2/1W
Sportsplex Building Main. Bldg.	1251 League City Parkway			2		No Open account-had portable closed in April
Countryside Park Maintenance Building	100 Alderwood			2		No Open account
Countryside Waste Water Treatment Plant	6125 W. Bay Area Boulevard			1		Trash 1-6YD 2/1W; Trash 1-4YD 2/1W
Eastern Regional Park	2105 Dickinson				1	Trash 1-8YD 2/1W
Public Safety Building	555 Walker				2	Trash 2-8YD 2/1W

# **Exhibit B**

## **2018-2019 Rate Schedule**

### **RESIDENTIAL SOLID WASTE COLLECTION RATES**

\$16.05	Rate per Residential Unit
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### **LIGHT COMMERCIAL SOLID WASTE COLLECTION RATE**

Container Size	Weekly Collection Frequency		
	1	2	4
96-gallon cart	\$22.50	\$32.70	\$53.10

### **COMMERCIAL DUMPSTER FEES**

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$34.36	\$42.53	\$54.79	\$70.08	\$86.65	\$100.68	n/a
4 CY	\$39.60	\$63.29	\$89.41	\$113.55	\$132.61	\$158.68	n/a
6 CY	\$52.73	\$83.13	\$120.33	\$158.18	\$196.93	\$233.85	\$278.29
8 CY	\$60.61	\$104.68	\$157.30	\$209.39	\$262.00	\$311.53	\$370.22

### **COMMERCIAL RECYCLING FEES**

Container Size	Weekly Collection Frequency			
	1	2	3	4
2 CY	\$48.20	\$76.16	\$120.34	\$163.18
4 CY	\$58.91	\$93.08	\$132.47	\$175.31
6 CY	\$64.26	\$101.75	\$144.59	\$187.43
8 CY	\$69.62	\$107.10	\$149.94	\$192.78

### **ROLL-OFF CONTAINER FEES**

Roll-Off Size	Haul Rate (per haul)
20 CY	\$175.00
30 CY	\$175.00
40 CY	\$175.00

**COMPACTOR CONTAINER FEES**

Size	Haul Rate (per haul)
4 CY	\$100.00
20 CY	\$204.00
30 CY	\$204.00
35 CY	\$204.00
40 CY	\$204.00
42 CY	\$204.00

**MISCELLANEOUS FEES**

Roll-off delivery – one-time charge	\$125.00	per delivery
Roll-off Rental Fee	\$90.00	per month
Roll-off Rental Fee	\$3.05	per day
Compactor Rental Fee (30 CY)	\$525.00	per month
Disposal Rate Type I Landfill per ton	\$31.12	per ton
Disposal Rate Type IV Landfill per CY	\$7.80	per cubic yard

# Exhibit C

## Fuel Schedule

<b>Fuel Fee Structure</b>				
Adjustment Period				
Once/Quarter (1st day of				
Qtr)				
	Feb/May/Aug/Nov			
	every \$0.25 decrease thereafter additional			
			com/CY	ind/haul
			(\$0.10)	(\$2.00)
	\$0.42	\$0.66	(\$0.50)	(\$14.00)
	\$0.67	\$0.91	(\$0.40)	(\$12.00)
	\$0.92	\$1.16	(\$0.30)	(\$10.00)
	\$1.12	\$1.41	(\$0.20)	(\$8.00)
	\$1.42	\$2.41	(\$0.10)	(\$6.00)
base price (6-5-17 EIA)	\$2.42	\$3.41	\$0.00	\$0.00
	\$3.42	\$3.66	\$0.10	\$6.00
	\$3.67	\$3.91	\$0.20	\$8.00
	\$3.92	\$4.16	\$0.30	\$10.00
	\$4.17	\$4.41	\$0.40	\$12.00
	\$4.42	\$4.66	\$0.50	\$14.00
	every \$0.25 increase thereafter additional			
			\$0.10	\$2.00

**Exhibit D**  
**CONTRACTOR'S**  
**COLLECTION POLICY**