

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

This Solid Waste and Recyclables Collection, Transportation, Disposal, and Processing Contract ("Contract"), is entered as of Effective Date by and between the City of Midlothian, Texas, a Texas home rule municipality (hereinafter called "City"), and Waste Connections Lone Star, Inc., a Texas corporation qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party".)

RECITALS

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

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

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

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

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

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

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

AGREEMENT

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

SECTION 1. DEFINITIONS

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

"Alley" A public or private way giving access to the rear of residential lots. The City shall designate those alleys to be used for collection purposes.

"Bag" A plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top to which a Residential Unit Resident may affix a Pink Tag and place curbside for waste collection.

"Brush" Any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed three (3) feet in length and not exceed six (6") in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed thirty-five (35) pounds in total weight.

The term "Brush" specifically excludes debris resulting from the services of a commercial landscaping service provider.

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

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

"City" means the City of Midlothian, Texas.

"City Council" means the elected governing body of the City of Midlothian, Texas.

"City's Limits" means the geographical boundaries of the City of Midlothian, Texas, including all areas within its incorporated limits.

"Collection" The act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a Recycling Facility.

"Collection Area" means the City limits in which Contractor provides collection services as described in this Contract.

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

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

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

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

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

"Contractor" means the person or business entity that enters into the Contract with the City to perform the services described in this Contract.

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

"Customer" means the owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the

services provided by Contractor under the Contract.

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

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

"Disposal Facility" A duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

"Effective Date" means the date on which this Contract is executed by both Parties and becomes legally binding.

"Excluded Waste" means any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical or Medical Waste, infectious, biohazardous, Unacceptable Waste, or toxic material as defined by applicable federal, state or local laws or regulations.

"Front End Loader": Container intended for high-volume refuse generation by Multi-Family Dwellings facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

"Garbage" means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption. Garbage does not include Excluded Waste.

"Generator" means a person or municipality that produces or creates Municipal Solid Waste.

"GPS" means Global Positioning System, a satellite-based navigation system used to track the location of vehicles and equipment.

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

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

"Holidays" – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day (4th Thursday of November)
- (3) Christmas Day (December 25th).

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

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

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

"Municipal Solid Waste (MSW)" means waste consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, and appliances. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants

and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials. The Federal Waste Disposal Act defines items that are not accepted. Municipal Solid Waste does not include Excluded Waste.

"Multi-Family Dwellings" means structures for residential living consisting of attached units.

"Non-Recyclables" Any materials in the single stream materials or Recyclables that are not Recyclables.

"Performance Bond" means a corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by the Contract's Specifications.

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

"Pink Tag" A tag or adhesive sticker developed and produced by the Contractor and approved by The City which will indicate to the Contractor that the bag on which the Pink Tag has been affixed by a Residential Unit Resident is intended for collection and disposal.

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

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

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

"Recycling Container" means a plastic receptacle provided by the contractor to the residents with a capacity of 95 gallons designed for the purpose of the curbside collection of Recyclable Materials.

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

"Refuse": Same as Rubbish.

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

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

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

"Residential Waste" means all Refuse, Garbage, and Rubbish and other Solid Waste generated by a Customer at a Residential Unit. Residential Waste does not include Excluded Waste.

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

"Rubbish" means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, and metal furniture. Rubbish does not include Excluded Waste.

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

"Solid Waste" means garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and 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) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.10 I, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Excluded Waste.

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

"Source-Separated Recyclable Materials" means Recyclable Materials that are separated from MSW at the point of origin for the purpose of Recycling.

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

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

"Unit" means a distinct building or structure, such as a Residential Unit, Commercial Unit, or Industrial Unit, as defined in this Agreement.

"Unusual Accumulations" Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

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

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

"Yard Waste" means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf rakings, small tree branches (not to exceed 3 feet in length, nor 6 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed thirty-five (35) pounds in weight.

SECTION 2. GRANT OF CONTRACT

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

- (a) the sole and exclusive franchise, license, and privilege within City's Limits to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Residential Unit Customers, Commercial Unit Customers and Industrial Unit Customers, including but not limited to Industrial Unit Customers with special and manifested waste loads, located within City's incorporated limits; with the exceptions listed below; and
 - 1) A person may haul garbage, refuse, or recyclables, originating within his personal family dwelling unit to an approved disposal facility, providing his means of conveyance is sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors.
 - 2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the interest of public health, safety, and welfare.
- (b) the sole and exclusive franchise, license, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Special City Facilities.

SECTION 3. TERM

Initial Term. The Initial Term of the Contract shall commence on August 1, 2026 (the "Commencement Date") and shall end on July 31, 2031, unless otherwise extended or terminated earlier as provided in the final contract.

Extension Terms. Contractor shall notify City of a request to extend the first term on or before eighteen (18) months prior to the expiration date. Upon approval by City's City Council, the Initial Term may be extended by contract of the Parties for an additional five (5) year term upon the same terms and conditions ("First Extension Term").

Contractor shall notify City of a request to extend the First Extension Term on or before eighteen (18) months prior to the expiration date of the First Extension Term. Upon approval by City's City Council, the First Extension Term may be extended by contract of the Parties for an additional five (5) year term upon the same terms and conditions ("Second Extension Term").

Midlothian Independent School District. This Agreement shall not be applicable to the collection of Waste Material or Recyclable Materials generated on property located within City's incorporated limits that is owned and/or operated by the Midlothian Independent School District ("MISD"); provided, however, nothing in this Contract shall be construed as prohibiting Contractor from entering into a contract with MISD to provide such services or controlling the terms and conditions of any such agreement.

SECTION 4. RATES

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

Senior Citizens. Exempt (must file for exemption) from charges for recyclable pickup. Contractor shall provide a 10% discount for such senior citizens.

SECTION 5. SCOPE OF WORK

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

- 1) **Residential Solid Waste Collection:** Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Cart twice per week during the term of this Contract. A Residential Unit Resident may purchase a Pink Tag and affix it to a Bag of Waste. Contractor agrees to collect properly placed Bags that have a Pink Tag affixed at Residential Units. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside (except those being for special needs). See Special Needs Waste Placement for Collection Assistance.

Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes MSW is not prepared and/or located correctly by a Customer. However, the City shall be the sole and final judge as to such conditions and locations. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any material which is, or which the Contractor reasonably believes to be, Excluded Waste.

Contractor shall provide a proposed schedule and map of collection sectors.

- 2) **Residential Collection of Recyclables:** Contractor shall provide every other week collection of Recyclable Materials placed in the Residential Unit's designated Recyclables Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit's designated Cart. Customers shall not overload the Recycling Cart. Any recyclables at the curb not in the Cart will be treated as trash.
- 3) Upon notice from The City, the Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclable Materials to new Residential Units constructed within the City during the Term of the Contract (together, the "Carts"). New Carts will be provided with written instructions for proper use, including any Resident actions that may void manufacturer warranties, such as placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts that have been damaged and need a replacement lid will have recycling guidelines heat molded on the top of the lid in mutually agreeable place.

Contractor shall not be required to collect any Waste (other than bags with a pink tag) or Recyclables that are not placed in the designated Cart, any Waste or Recyclables from a Cart that is overloaded by weight or volume, or a Cart that is not properly placed curbside.

The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The City agrees that should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. Where a replacement Cart is new, the Contractor shall assess a \$70.00 charge to the Resident, which the Resident is obligated to pay, in the event that the Customer is at fault. If a Cart is damaged by no fault of the Customer while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the Resident. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

Senior Residents aged 65 and older will be entitled to Carts without any additional charges.

Holidays. Contractor shall perform collection on all days except for New Year's Day, Thanksgiving, and Christmas Day. Contractor will return to the normal routed garbage collection schedule the following day. Garbage collection from Residential Units whose scheduled service day falls on Thanksgiving, New Year's or Christmas Day shall occur the following week on the normal scheduled collection day. If Christmas Day or New Year's Day falls on a Wednesday, recycle collection from Residential Units scheduled for that day will occur on Saturday.

Hours of Collection. Collection of Residential Waste from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 p.m., on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Residential Unit collections, under any selected service option, will be performed between Monday and Friday.

Within the collection area, Commercial and Industrial Unit collection shall be performed between the hours of 3:00 am. and 6:00 pm. within the confines of the current **ordinances** of the City. Commercial collections shall be made on a regular schedule on the same day and approximately the same time each week. Commercial and Industrial Unit collections will be performed between Monday through Saturday.

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

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

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers

Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials.	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

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

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

Recycling Contamination: Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If Customers fail to do so, Contractor may decline to collect such materials without being in breach of the Contract. Contractor should advise City. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

Residential Bulky Waste Collection: For the base proposal (any option) Contractor will collect Brush & Bulky Waste materials one time per week. Each Resident will be limited to three (3) cubic yards of combined Brush and/or Bulky Waste material per collection. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection. These materials will be transported to and disposed of at a sanitary landfill.

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

Special City Facilities: Contractor shall not charge City for collection services from City Facilities as described in Exhibit "B" or from any additional city facility locations, # of Containers, container sizes, or pickup frequencies the City may add.

Special Event and Other Services: The Contractor agrees to provide Detachable Container(s) and/or Roll-

Offs for the special events and at The City facilities set forth in Exhibit "B". The type of equipment and frequency of collection is set out in Exhibit "B" and may be adjusted as agreed to by the City and Contractor. Any additional events not listed in Exhibit "B", or necessary increases in service to events listed in Exhibit "B", will be serviced by Contractor at no charge.

Special Needs Waste Placement for Collection Assistance: If the City deems all residents of a Residential Unit are handicapped or due to age or verified physical limitations cannot safely move their Waste whether in bags or in a cart, to the curb, Contractor personnel will collect the Waste at the side yard or garage door and, if a Cart service option is selected, will return the cart(s) to the same place once emptied. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor.

SECTION 6. COLLECTION OPERATIONS- GENERAL PROVISIONS **CONTRACTOR RESPONSIBILITIES**

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

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
- (b) All actions and activities of its subcontractors.
- (c) Supplying all records and information required by this Contract.
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
- (e) Paying all applicable taxes and Franchise fees.
- (f) Complying with applicable laws and regulations.
- (g) Performing all work in a timely, thorough, and professional manner.
- (h) Disposing of all collected MSW at a permitted MSW Landfill.
- (i) Processing and marketing Recyclables collected by Contractor from the Residences.
- (j) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
- (k) Collecting all missed pickups for any service provided within one (1) business day after being notified of the missed pickup; provided, however, missed pick-ups for which Contractor receives notification on a Sunday will be collected on the immediately following Monday.

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

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

In the event Contractor receives a report alleging an employee(s) of Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, Contractor shall submit a written report to the City outlining the complete details of the incident. Said report shall include the nature

of the incident, time, date and location, and name, address, and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken. If an employee of Contractor is the subject of repeated or egregious allegations of the type described above, the City may request that the employee be barred from further work for Contractor in connection with the Contract. Upon the City's request, Contractor shall, within ten (10) calendar days, comply with the City's request for the duration of the Contract Time. Contractor's employees shall make collection with as little noise and as little disturbance to the Resident as reasonably possible. No Contractor employee shall disturb or otherwise interfere with property that is appurtenant to the proper execution of his duties. Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers, and other plants.

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

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

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

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

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

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

Notwithstanding anything herein to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the City or the customer, as applicable (excluding normal wear and tear), the City or the customer, as applicable, will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand. In no event will the City be held responsible for lost, unsightly, unsanitary, broken, or unserviceable containers unless the City is directly responsible for such conditions. Individual account holders, including the City for their facilities, will be held liable for the condition of their carts beyond normal wear and tear.

Customers and the City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid

waste.

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

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

Complaints. Customer complaints shall be directed to the Contractor. Contractor shall notify the City daily, in writing by email, of all complaints received. At the end of each business day, Contractor shall email the City a recap of the day's complaints from Residential, Commercial or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected on the next day's complaint report indicating that collection was made.

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

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

GPS tracking data shall be made available to City upon request.

Complaint Log. Contractor shall make and keep records of all complaints regarding missed collections which shall include (a) the date of the complaint, (b) the name and address of the complainant, (c) the time and date the complaint was made, (d) Contractor's determination, and (e), the date, time, and method when the Complaint was resolved.

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

Contractor's Property. All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. However, Customers and the City, as applicable, have care, custody, and control of Contractor's equipment while at the service location.

Customer Billing. The Contractor will be responsible for billing and collections direct with the Customer each month in unincorporated areas & City customers in areas with trash service only. The Contractor will be responsible for contacting each customer during the Startup Phase and establish a customer account and billing information. The Contractor will bill the City administration fee of \$1.01 per month for areas not billed by the City and remit this amount back to the City.

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

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

Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City on regular collection days, as follows: Monday through Friday between 7:30 a.m. and 5:30 p.m. Central Time.

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

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

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

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

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

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

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

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

SECTION 7. MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until August 1, 2027. Commencing on August 1, 2027, continuing annually on each anniversary date of the Commencement Date of this Contract, the Base Rates for services shall be adjusted by the same percentage as the March Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983=100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S.

dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than May 1st of the year to be affected by the Rate Modification (90-days in advance of the increase).

SECTION 8. PAYMENTS TO THE CONTRACTOR

The City shall provide billing and bill collection services for Residential Units during the term of this Agreement.

- (i) On the last business day of the month, the City shall provide Contractor the number of Residential Units for which collection services were provided by the Contractor. Contractor shall then submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City will remit to Contractor payment for such services within fifteen (15) days after receipt of the invoice.
- (ii) The City will notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.
- (iii) The Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units. The Contractor will be required to provide to the City, monthly, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.

Contractor shall pay to City a franchise fee equal to ten percent (10%) of gross revenues collected from Residential, Commercial, and Industrial Customers within City limits (the "Franchise Fees"). Franchise Fees shall be remitted within fifteen (15) business days following the end of each month and shall be subject to annual audit by City.

The City shall not be obligated to pay Contractor for commercial collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the fifteenth (15th) business day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

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

SECTION 9. PUBLIC EDUCATION ACTIVITIES

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

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe the upcoming change in service for MSW Material, Recycling, Bulk and Brush collection services to Residential Customers. Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education.
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information.
- (c) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of this transition.

SECTION 10. REGULATORY RATE ADJUSTMENT

Contractor may submit a written request for a Regulatory Rate Adjustment if a change in federal, state, or local law enacted after the Effective Date materially increases Contractor's cost of providing services under this Agreement. The City shall review such request within sixty (60) days and shall not unreasonably deny, condition, or delay its approval of a Regulatory Rate Adjustment. If the Parties are unable to reach agreement, the matter shall proceed to mediation pursuant to the Dispute Resolution section.

SECTION 11. REPORTING REQUIREMENTS

The Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to any daily reports. Contractor shall be required to provide only information directly related to Contractor's performance under this Contract. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

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

Monthly Reports must contain at least the following information:

- 1) Number of Households served.
- 2) Number of Commercial facilities served.
- 3) Monthly tonnages by each category of service Residential MSW
Residential Recycling Residential Bulk Commercial
Roll Off
- 4) Residential Recycling Participation Rate
- 5) Customer complaints received by Contractor arranged and listed by category, including date, address, complainant, nature of complaint and resolution.
- 6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.

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

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

- 4) The City may withhold payment of balances due until said reports are received.

The obligation to submit an annual report shall survive the termination or expiration of this Contract. Contractor shall submit an annual report for the final Contract year of this Contract. This report should be received no later than thirty (30) calendar days following the end of this Contract. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City.

Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract.

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

SECTION 12. CITY'S OBLIGATIONS

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

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

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

SECTION 13. LIQUIDATED DAMAGES

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

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor and, following written notification from the City of such failure, Contractor does not cure such failure within a reasonable amount of time. The Contract shall provide that the City may charge Liquidated Damages to the Contractor in accordance with the Summary of Liquidated Damages on a monthly basis in connection with the Contract and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, will be authorized to request in writing a meeting with the City Manager or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the City Manager or his designee it shall, within ten (10) days after receiving such notice, request in writing that the City Manager or his designee requests a hearing date before the City Manager to present its defense to such assessment. The City Manager will notify the Contractor in writing of any action taken with respect to the Contractor's claims.

Building and Community Services representatives, Utility Billing representatives, and members of the City Management staff will make recommendations to the City Attorney who will make a decision and contact the Contractor prior to assessing charges. Either Party may request mediation to resolve any further dispute about the assessment of Liquidated Damages.

SECTION 14. SUMMARY OF LIQUIDATED DAMAGES

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

1. Missed collection: \$25 per missed collection in excess of two (2) missed collections per day when not remedied within a business day after miss is reported. A missed collection occurs when a customer reports a missed collection, the address was not reported by the Contractor as an unacceptable set-out, and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. Missed residential unit block: \$500 per incident for the Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the Contractor as unacceptable setouts and the Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on the block during the day of the complaint.
3. Commencement of residential collection before 7:00 a.m., or operating within the City after 7:00 p.m., Monday through Friday, except as expressly permitted: \$250 per route for each day that each route began collection prior to 7:00 a.m and/or operating after 7:00 p.m.
4. Failure to complete a majority (50%) of the city-wide Residential collections on a given day: \$2,500 each incident.
5. Failure to maintain a vehicle in a manner consistent with the Contract: \$100 each incident.
6. Failure to clean up spilled Solid waste, Refuse, or Recyclables resulting from loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250.00).
7. Failure to address complaints within one business day: \$100 each incident.
8. Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
9. Failure to return carts and containers to approximately original collection location: \$25 each incident.
10. Contractor commingling recyclable materials with solid waste: \$1,000 each incident.
11. Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$100 each incident.

SECTION 15. TERMINATION OF CONTRACT

Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination, in the event such termination occurs during the Initial Term, or any Extension Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term or any Extension Term. Following any such termination, neither Party shall have any further obligation under this Contract other than for rights and responsibilities which survive the termination date. The Parties shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all actual, consequential, and incidental damages or losses, including reasonable attorneys' fees, suffered as a result of such termination. In the event either party waives default by the other party, such waive shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

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

- (i) Uncured failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein.
- (ii) Uncured failure of the Contractor to commence work operations within the time specified in the Contract,
- (iii) Uncured failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations.
- (iv) Evidence that the Contractor has abandoned the work and has not provided reasonable assurances to the City that Contractor will resume work,
- (v) Evidence the Contractor has become insolvent, bankrupt, or otherwise financially unviable and Contractor is unable to provide the City with adequate assurances that it will continue to carry out the work satisfactorily.
- (vi) Uncured failure on the part of the Contractor to comply with the terms of this Contract or any requirements given by the City provided for in this Contract document; or
- (vii) If Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose.

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

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

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

Dispute Resolution. The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract, to, at each Party's option, submit the dispute to mediation, with the cost of said mediation to be split evenly by the Parties. The parties will cooperate with one another in selecting a neutral mediator, and in promptly scheduling the mediation proceedings.

SECTION 16. ATTORNEY'S FEES

If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation-related expenses and court or other costs incurred in such litigation or proceeding.

SECTION 17. BINDING EFFECT

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

SECTION 18. COMPLIANCE WITH LAWS AND ORDINANCES

Contractor shall conduct operations under this Contract in compliance with all applicable laws. Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of City to pass or enforce necessary police and health or code enforcement regulations for the protection of its residents and businesses. Contractor further understands and agrees that if City notifies Contractor that Contractor or one of its officers, agents, employees, Contractors, or Subcontractors is in violation of any applicable law, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation.

Contractor shall comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the work or governing the collection, disposal and processing of Refuse, Yard Waste, Recyclables, and Bulky Waste as well as restrictive covenants of the City.

If Contractor discovers any provisions in the specifications or Contract which are contrary to or inconsistent with any law, ordinance, or regulation, they shall immediately report it in writing to the City. Except where otherwise expressly required by applicable laws, rules, and regulations, the City shall not be responsible for monitoring Contractor's compliance with any laws, rules, or regulations. Notwithstanding the foregoing, Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chloroform-carbons (CFC's) unless Resident establishes that the item is free of CFC's by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFC's cannot be located and Contractor is asked to dispose of such by the City, Contractor agrees to collect such item, evacuate the CFC's, and dispose of it, and charge the City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or 1-9 verification.

SECTION 19. ENFORCEMENT

Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor's right to be the sole provider of Waste and Recyclables collection within the City per this Agreement. The City shall use good-faith efforts to cooperate

in any actions brought by Contractor seeking to enforce the exclusive service rights granted to Contractor pursuant to the Contract. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, Customers, to comply with the provisions of the Contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Contract.

SECTION 20. FORCE MAJEURE

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

Contractor shall promptly notify City if service will not be provided due to a "Force Majeure" event. If Contractor begins service and then decides to stop service mid-day due to Force Majeure, then Contractor will provide notification to the City as soon as possible. As soon as practical after such force majeure event, the Contractor shall advise the City when it is anticipated that normal routes and schedules can be resumed.

SECTION 21. GOVERNING LAW; VENUE.

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof. Exclusive venue for any action concerning this Agreement shall be in Ellis County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said court.

SECTION 22. INDEPENDENT CONTRACTOR

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

SECTION 23. INSURANCE

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as shown in Exhibit "C".

SECTION 24. NON-DISCRIMINATION

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

SECTION 25. NOTICES

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed

shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Chris Dick, City Manager
City of Midlothian, Texas
215 N. 8th St.
Midlothian, Texas 76065
Phone: (972) 775-3481

With Copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Contractor:

Waste Connections Lone Star, Inc
Attn: District Manager
12150 Garland Rd
Dallas, TX 75128
Phone: (972) 289-6714

With Copy to:

Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Phone: (832) 442-2200

SECTION 26. OWNERSHIP

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

SECTION 27. PERFORMANCE BOND

Upon Contract execution, Contractor shall furnish to the City a Performance Bond from a reputable banking institution, reasonably acceptable to The City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount of \$2,000,000. The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for The City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year prior to its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual but renewed each year prior to its expiration).

SECTION 28. PRIOR AGREEMENTS

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

SECTION 29. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated pursuant to services rendered in accordance with the Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. The City retains the right to reasonably examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by Contractor in the performance of this Contract. The City may request periodic reports pursuant to services rendered. Such reports must be provided in a reasonable and timely manner, but in no case later than five (5) business days following receipt of the request unless the request specifies a later deadline.

SECTION 30. AMENDMENTS

This Agreement may be amended by the mutual written agreement of the Parties.

SECTION 31. ASSIGNMENT OF CONTRACT

Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

SECTION 32. AUTHORIZATION

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

SECTION 33. COUNTERPARTS

This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

SECTION 34. EXHIBITS

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

SECTION 35. INDEMNITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS, AND SERVANTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL THIRD PARTY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, THE "CLAIMS") TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS OFFICERS, AND EMPLOYEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES TO THE EXTENT ANY SUCH CLAIMS ARISE OUT OF: (I) THE ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY, (II) THE CITY'S BREACH OF ANY OF THE TERMS, CONDITIONS, REPRESENTATIONS, OR WARRANTIES CONTAINED IN THIS CONTRACT, OR (III) THE VIOLATION OF ANY LAW, RULE, REGULATION, ORDINANCE, ORDER, PERMIT, OR LICENSE BY ANY INDEMNIFIED PARTY.

SECTION 36. NO CONFLICTS OF INTEREST

Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Contract.

SECTION 37. NO WAIVER OF IMMUNITY

The Parties agree that the City has not waived immunity by entering into and performing their respective obligations under this Contract.

SECTION 38. SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 39. SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, invalid and assigns.

SECTION 40. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

SECTION 41. BOYCOTT ISRAEL, BOYCOTT ENERGY COMPANIES, AND PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

SECTION 42. NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION

Contractor certifies that it is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas

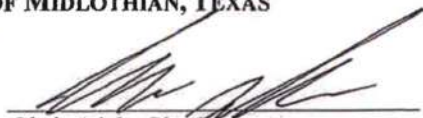
Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

[Signature Page to Follow]

EXECUTED this 1st day of May, 2026.

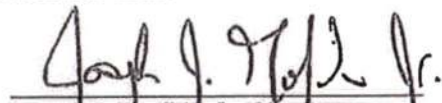
CITY OF MIDLOTHIAN, TEXAS

By:


Chris Dick, City Manager

Approved as to form:

By:


Joseph J. Gorfida, Jr. City Attorney

EXECUTED this 1st day of May, 2026.

WASTE CONNECTIONS LONE STAR, INC.

By:

Name:

Title:


Benson Henry
Region Vice President

EXHIBIT "A" **RATES**

Waste Connections Lone Star, Inc. - City of Midlothian

Exhibit A - Rates and Services, Effective 8/1/2026

Below rates are inclusive of the 10% franchise fee

Monthly Residential Rates

Service Type	Rate:
Curbside Trash (2x Weekly, Cart Contents Only)	13.30
Curbside Trash (with Admin Fee \$1.01)	14.31
Curbside Recycle (2x Monthly, Cart Contents Only)	3.30
Residential Pink Tags	1.04
Additional Trash/Recycle Cart	6.15
Administrative Fee	1.01

Monthly Commercial Rates

Container Size	Lifts per Week						Extra Lift
	1	2	3	4	5	6	
Commercial Cart	30.62	36.84	43.06	49.28	55.50	61.72	7.66
2 cubic Yd	106.23	205.67	302.88	402.33	501.74	546.96	37.28
3 cubic Yd	112.97	216.97	323.17	427.16	533.40	601.21	43.50
4 cubic Yd	119.78	230.52	341.29	454.31	565.07	659.97	49.71
4 cubic Yd - Compacted	359.34	691.55	1,023.82	1,362.89	1,695.17	1,979.92	149.14
6 cubic Yd	140.01	257.69	379.73	504.02	626.07	770.73	55.93
8 cubic Yd	149.21	284.77	418.14	553.75	687.11	837.03	62.14

Rolloff Rates Per Occurrence

Container Size & Service Type					
Size	Delivery	Relocate/ Exchange	Daily Rental	Haul/Final	Disposal/Ton (> 10 Tons)
20 Yd Open Top	124.60	174.15	4.35	397.15	92.18
30 Yd Open Top	124.60	174.15	4.98	454.44	92.18
40 Yd Open Top	124.60	174.15	5.61	571.64	92.18
35 YD Self Contained Compactor	Neg w/cust	174.15	Neg w/cust	597.67	92.18
40 YD Receiver Box	Neg w/cust	174.15	Neg w/cust	649.75	92.18

EXHIBIT "B"
LIST OF CITY FACILITIES & EVENTS

CITY FACILITIES: No Charge Services for Facilities– Contractor shall provide Solid Waste Services and/or Recycling Services to City Facilities, at the sole expense of the Contractor, for all City Facilities. Contractor shall collect on a frequency designated by the Contract Administrator, from one (1) time every week up to seven (7) times per week, on a scheduled collection day(s) of the number and size of Carts, Dumpsters, closed roll-offs or compactors as specified by the Contract Administrator. The current No Charge Facilities are listed below. City staff shall identify additional City facilities as No Charge Facilities as they are built, purchased, or acquired by the City and become an active City facility.

SERVICE NAME	SERVICE ADDRESS	# of Containers	Container Size	Frequency
CITY HALL	235 N 8TH ST	6	8	7
CITY HALL PARKING LOT	235 N 8TH ST	3	4	2
FAMILY DOLLAR PARKING LOT	303 N 8TH ST	3	4	2
FIRE TRAINING FACILITY	1761 AUGER RD	1	8	1
FIRE STATION #1	1900 W MAIN	1	8	2
FIRE STATION #2	3661 FM 1387	1	4	1
FIRE STATION #3	770 N TOWER RD	1	6	1
FIRE STATION #4	4021 SHADY GROVE RD	1	SPRING 26	1
POLICE DEPT	1111 GEORGE RAFFIELD JR WAY	1	8	2
POLICE GUN RANGE	440 TAYMAN DR	1	8	1
CIVIC CTR FIELDS	224 S 11TH ST	1	6	1
CIVIC CTR HALL	224 S 11TH ST	1	6	1
CIVIC CNTR HALL	224 S 11TH ST	1	6	1
COMMUNITY PARK	3601 S 14TH ST	1	8	7
COMMUNITY PARK SHOP	3226 S 14TH ST	2	8	7
CONFERENCE CNTR	1 COMMUNITY CIRCLE	1	8	2
HAWKINS SPRING PARK	1400 FM 1387	1	8	1
JAYCEE PARK CITY	1711 MEADOW LN	2	8	2

MAIN SHOP, PARKS & PW SERV CNTR	1050 N HWY 67	1	30	2
RESTAURANTS BACK ALLEY	MAIN & BACK ALLEY PLAZA	6	8	7
SPORTS PARK	1400 14TH ST	2	4 & 8	3
SR CITIZENS CNTR	4 COMMUNITY CIRCLE	1	8	2
WATER TREATMENT	440 TAYMAN DR	1	6	1
WATER TREATMENT #2	1761 AUGER RD	1	6	1

EVENTS: No Charge Services for City Events – Contractor shall provide Solid Waste Services and/or Recycling Services to City Events, at the sole expense of the Contractor. Contractor shall collect on a frequency as designated by the City Staff on a scheduled collection day(s) of the number and size of Carts, Dumpsters, closed roll-offs or compactors as specified by the City Staff for the particular event. The current No Charge Events are listed below. City staff shall identify additional City Events as No Charge Events as they are developed or created by the City and become an active City event. For the purposes of this clause, 'City Events' shall mean any event organized or sponsored by the City, including but not limited to festivals, parades, and public gatherings, as identified by City staff.

CURRENT OFFICIAL CITY ESTIMATED SOLID WASTE AND RECYCLING EVENTS SERVICES REQUIREMENTS		
OFFICIAL EVENT	LOCATION	EST SERV
8 th ST DANCE	HERITAGE PARK	25-96 GAL TOTERS
CHRISTMAS CELEBRATION & PARADE	HERITAGE PARK	25-96 GAL TOTERS
FALL CLEAN-UP	PUBLIC WORKS	TO BE DETERMINED
SPRING CLEAN-UP	PUBLIC WORKS	TO BE DETERMINED

EXHIBIT "C"

INSURANCE REQUIREMENTS

The Contractor shall submit evidence of required insurance on an original Accord certificate not later than fifteen (15) working days following effective date of contract. As the insurance terms renew, a renewal certificate should be provided. Failure to submit the required document(s) may result in rescinding the contract.

1. A certificate of insurance is required not later than fifteen (15) working days following effective date of contract. However, an insurance certificate is required to be on file prior to the start of any work.
2. Commercial General Liability: \$5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Events involving pollution- Not less than \$2,000,000 per occurrence & \$10,000,000 annual aggregate. This policy shall have no coverages removed by exclusions.
3. Automobile Liability: \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto. Medical – No less than \$100,000 per person.
4. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.

Other Insurance Provisions

1. The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days' notice is required.
3. Insurance is to be placed with insurers with an AM Best rating of no less than AVII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.
5. Contractor may apply the limits of its umbrella or excess insurance policies to meet the above-stated minimum coverages.
6. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

**Human Resources Department
City of Midlothian
235 N. 8th St.
Midlothian, Texas 76065**

7. Workers' Compensation Insurance Coverage
 - a. **Certificate of coverage** ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
8. Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to

- perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
9. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
 10. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 11. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 12. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - c. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - d. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - e. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - f. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.
 - ii. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - iii. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iv. Obtain from each other person with whom it contracts, and provide to the contractor:
 - v. A certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage

- ends during the duration of the project. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- vi. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - vii. To perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
13. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
14. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.