

**AGREEMENT FOR
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES (this “Agreement”) made and entered into on the 1st day of October, 2023, (the “Effective Date”) by and between the City of Bay City, a political subdivision of the State of Texas and, by and through its City Council (“City”) and Waste Corporation of Texas, L.P. DBA GFL Environmental, (“Contractor”).

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste, yard trash and bulky waste generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

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

The conditions and defined terms set forth in this request for proposal may be incorporated into any future contract and shall be the guide for Proposals submitted to the City of Bay City for the goods and/or services specified.

1.0 CONDITIONS

1.1 Assignment

The Contractor shall not directly or indirectly subcontract, sell, convey, transfer, assign the awarded contract, in whole or in part, or any rights, interests, duties, or obligations of the contract, in whole or in part, without the prior written consent of the City of Bay City, and any purported subcontract, sale, conveyance, transfer or assignment by the Contractor without prior written consent of the City of Bay City will be null and void and not binding on the City of Bay City.

1.2 Communication

The Contractor shall direct all contact with the City of Bay City through the City of Bay City's designated representative in the contract. The Contractor will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City of Bay City unless specifically approved, or requested by the City of Bay City.

1.3 Compliance with Laws

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City of Bay City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then the Contractor shall immediately desist from and correct such violation.

1.4 Conflict of Interest

The Contractor shall file a completed Conflict of Interest Questionnaire, found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, with the City of Bay City.

1.5 Discrimination Prohibited

The Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

1.6 Ethics

The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of Bay City except in accordance with City of Bay City Policy.

1.7 Exclusive Services

The Contractor shall have the exclusive right to provide solid waste disposal and collection services to residential customers and commercial customers within the City of Bay City. The exclusive right does not include the provision of solid waste services to construction projects within the City of Bay City.

1.8 Franchise Fee

There will be no franchise fee charge. Therefore, the cost proposal shall not include any costs to recover franchise fee payments.

1.9 Indemnity

THE CONTRACTOR WILL INDEMNIFY AND SAVE HARMLESS THE CITY OF BAY CITY, ITS OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEY’S FEES ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. THE CITY OF BAY CITY WILL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS.

1.10 Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City of Bay City before commencement of work hereunder.

1.11 During the term of the contract, the Contractor shall maintain in full force, at its expense, insurance coverage with minimum limits as follows.

Coverage	Limits of Liability
Workers Compensation	Statutory
Employer’s Liability	Statutory
Bodily Injury Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
Automobile Bodily Injury Liability	\$500,000 per occurrence
Automobile Property Damage Liability	\$500,000 per occurrence

1.12 License and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City of Bay City and the State.

1.13 Ownership

Title to refuse, dead animals, and recyclable materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin, cart, or container, or removed by Contractor from the customer's premises, whichever last occurs.

1.14 Sales Tax

The City of Bay City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

1.15 Silence of Specifications

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

1.16 Subcontractors

The Contractor shall be the sole source of contact for the contract. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.17 Term of Service

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. Should either the City of Bay City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

1.18 Termination for Cause

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City of Bay City shall notify the Contractor by registered or certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of the City of Bay City's claim that the Contractor has substantially breached the terms and provisions of this Contract. The Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from the City of Bay City to remedy any failure to perform. Should the City of Bay City deem the failure to perform remedied, no hearing shall be held.

Should the Contractor fail to remedy its performance, after a hearing described herein, the City of Bay City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to the Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall

include the specific reasons in support of the City of Bay City's claim that the Contractor has substantially breached the terms and provisions of the Contract. Should the City of Bay City still deem the Contractor to have failed in its performance, said hearing shall be conducted in public by the City of Bay City, City Council and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City of Bay City, City Council makes a finding that the Contractor has failed to provide adequate refuse or recycling collection services for the City of Bay City or has otherwise substantially failed to perform its duties hereunder, the City of Bay City Council may terminate this Contract.

1.19 HB 89 and SB 252 Certifications

Contractor shall certify that the Contractor does not and will not boycott Israel during the term of the Contract in accordance with Chapter 2270, Texas Government Code. Additionally, Contractor shall certify that the Contractor is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

2.0 DEFINED TERMS

- 2.1 Automated Collection: Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.
- 2.2 Bags: Any sack made of city-approved material, designed to store garbage and rubbish and having sufficient wall strength to maintain physical integrity when lifted from the top, with the opening closed by tie or other seal. The total weight of a bag shall not exceed thirty-five (35) pounds.
- 2.3 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 2.4 Bin (Residential Recycling): See Recycling Container.
- 2.5 Brush and Tree Limbs: Brush and tree limbs that are less than five (5) feet in length and are with weights or volumes potentially greater than those allowed for bagged yard waste of fifty (50) pounds.
- 2.6 Bulky Item/Waste: Large objects or stable matter with weights and/or dimensions and proportions greater than those allowed for in basic collection including but not limited to refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items. The term "bulky waste" does not include construction waste, dead animals, hazardous waste, infectious waste, medical waste or toxic waste or tires.
- 2.7 Bundle: Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding five (5) feet in length, eighteen (18) inches in diameter, or 50 pounds in weight.
- 2.8 Business Day: any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City of Bay City.

- 2.9** Cart: see Poly cart (toter) (2.02.029)
- 2.10** City: The City of Bay City.
- 2.11** Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial or Industrial Unit.
- 2.12** Commercial Unit: Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores, and warehouses.
- 2.13** Construction and Demolition Waste: Solid Waste resulting from construction, remodeling or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials, or Bulky Items.
- 2.14** Container: Any receptacle, including, but not limited to, polycarts, dumpsters, and roll-offs, provided to the City of Bay City by the Service Provider and utilized by a Commercial, Industrial, or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials.
- 2.15** Contractor: A private firm seeking to be designated by the City of Bay City for the collection, transportation, and/or disposal of solid and bulky waste, recyclable materials collection and processing, and household hazardous waste collection and disposal by submitting a proposal in response to this RFP.
- 2.16** Customer: An occupant of a Residential, Commercial, Multi-Family Residential, or Industrial Unit who generates refuse and recyclable materials.
- 2.17** Dead animals: An animal or portion thereof, having expired from any cause and not having been processed for a food product.
- 2.18** Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all government bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 2.19** Event Boxes: A container provided by the Contractor for the collection of trash at festivals, fairs, concerts, and any public event sponsored by the City. The containers include dumpsters of any size, trash event boxes constructed of cardboard or stronger material with the side print approved by the City, and Port-O-Lets.
- 2.20** Garbage: Solid waste consisting of putrescible animal or vegetable waste material resulting from the handling, preparation, cooking and consumption of food, including waste material

from markets or storage facilities, as well as resulting from the handling of and sale of produce and other food products.

- 2.21 Green Waste: Brush and Tree Limbs or Yard Waste as those terms are defined in this section.
- 2.22 Handicapped Residential Unit: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential unit shall be certified by the City of Bay City and agreed to by the Service Provider.
- 2.23 Hazardous Waste: Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or state of Texas Statute, rule, order, or regulation.
- 2.24 Household Hazardous Waste: as defined by the Texas Commission on Environmental Quality, household hazardous waste includes” leftover or used household products [that] contain chemicals that can present safety concerns if not managed properly”. Household hazardous waste items can include: corrosive cleaners, fluorescent light bulbs, fuels (gasoline, propane, diesel), mercury, paints (oil-based or some anti-mildew latex), pesticides, pool chlorine and acid, batteries, and wood stains or varnishes.
- 2.25 Industrial Unit: Any manufacturing, mining, or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.
- 2.26 Landfill: Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality (TCEQ) within the State of Texas, or the appropriate governing agency for landfills located outside of the State of Texas.
- 2.27 Multi-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.
- 2.28 Municipal Solid Waste: Solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include construction and Demolition Waste or Hazardous Waste.
- 2.29 Poly cart (toter): a container used for solid waste with a capacity of ninety-five (95) gallons or greater, or a container used for recyclable materials with a capacity of sixty-five (65) gallons or greater. Such containers must include a lid and durable wheels that allow customers to roll such containers to the curbside for solid waste and recyclable material collection.

- 2.30** Premises: Real property or any improvements to real property, whether temporary or permanent, and any and all personal property, whether temporarily or permanently located upon real property, including mobile homes, vehicles, trailers, vending carts, booths, stalls, structures, mobile facilities and other facilities used or occupied by any person or entity for any purpose.
- 2.31** Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 2.32** Resident(s): a person who resides at a residential unit.
- 2.33** Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 2.34** Residential Unit: A dwelling unit or structure, or any portion thereof, within the limits of the city occupied by a person or group of persons for residential purposes. Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units. 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, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 2.35** Roll-Off: A watertight receptacle, with a capacity of twenty (20) cubic yards to forty (40) cubic yards, intended to be loaded onto a motor vehicle.
- 2.36** Rubbish: 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, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600degrees Fahrenheit to 1800 degrees Fahrenheit).
- 2.37** Shall or Must: Mandatory and not merely discretionary or optional.
- 2.38** Single-Family Residential Unit: Any residential dwelling that is designed for, and inhabited by, a single person or family unit that accumulates Municipal Solid Waste and Recyclable Materials.
- 2.39** Small Volume Commercial Unit: A retail or light commercial type business similar to a residential customer which generates no more than one (1) cubic yard of refuse per week.
- 2.40** Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type

and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

- 2.41 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.
- 2.42 Stable Matter: Inert and essentially insoluble waste, including materials such as rock, brick, glass, dirt and certain plastics, rubber, etc... that are not readily decomposable.
- 2.43 Temporary Construction Sites: Sites of construction that do not exceed eighteen (18) months.
- 2.44 Timely Manner: the period within which the Contractor must respond to an inquiry, complaint, or request by the City of Bay City or a customer. Responses should occur within twenty-four (24) hours of initial contact, unless initial contact occurs on a weekend, holiday, or after-scheduled hours.
- 2.45 Unusual accumulated: (a) for residences, each regular collection more than six (6) containers of garbage, or the equivalent; (b) for commercial establishments, accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulk objects such as furniture or appliances; and, (d) materials judged by the Contractor to be hazardous such as oil acid, or caustic materials.
- 2.46 White Good: Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink, or washer and dryer.
- 2.47 Yard Waste (Green Waste): All items from a yard that can be bagged such as bagged brush or tree limbs, bagged grass clippings and bagged plants, weeds, leaves, or branches weighing less than fifty (50) pounds.

3.0 SCOPE OF SERVICES

3.1 Contract Term

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties. The term of service shall begin **October 1, 2023**. Should either the City of Bay City or Contractor elect not to renew and extend the contract for an additional five-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

Pursuant to the Texas Public Finance Act, this agreement shall be reviewable on an annual basis and subject to the sufficiency of public funds available for payment of the amounts due in this agreement in the following budget year. In the event there are not sufficient funds in the budget for the upcoming year, the City may terminate this

agreement. Upon termination, City shall have no further obligation under this agreement. The City may not arbitrarily seek relief under this provision, but must show an actual budgetary loss of funds for this service.

3.2 Customer Accounts

The number of residential and commercial customers to be served by the Contractor may be increased or decreased by the City at any time, subject to not less than ten (10) day's prior written notice of any such increase or decrease.

3.3 Single-Family Residential Services

Customers are provided with a ninety-six (96) gallon capacity poly cart (also called toters) for solid waste by the contractor. Solid waste collection occurs twice weekly provided that (a) solid waste is placed in polycarts provided by the contractor, and (b) that such polycarts are placed unobstructed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

Bulky items/waste, brush/tree trimmings and yard/green waste collection services shall be provided to single-family residential units. Bulky items/waste, brush/tree trimmings and yard/green waste are collected once per week on a day designated by the City of Bay City, provided that the wastes are (a) placed at the curbside not later than 7:00 a.m. on collection day, (b) are reasonably contained, and (c) do not exceed two (2) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. White goods containing refrigerants are not collected by the current contractor unless they have been certified in writing by a professional technician to have had all such refrigerants removed. The Contractor may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of bulky items or green/yard waste if bulky items/waste, brush/tree trimmings or yard/green waste exceeds the allowable amount.

3.4 Commercial, Industrial, and Multi-Family Residential Services

The contractor shall provide solid waste collection, hauling, and disposal services up to six (6) times per week for commercial, industrial, and multi-family residential units. Small volume commercial accounts are provided one (1) 96-gallon poly cart that is serviced two (2) times per week. Commercial, industrial and multi-family residential units shall be provided dumpsters for these services. Dumpsters shall be offered in the following sizes: 2 cu yd, 3 cu yd, 4 cu yd, 6 cu yd, and 8 cu yd. The contractor is required to work with commercial, industrial, and multi-family residential units to coordinate a sufficient level of service.

3.5 Roll-off Services

The contractor shall negotiate an agreement for roll-off services with each commercial, industrial, or residential unit on an individual basis. The contractor shall supply the roll-off container within two (2) business days after requested with an established customer with approved payment arrangements. New customers are contacted by the next business day following a request and roll-offs are provided within three (3) business days after payment arrangements are approved.

3.6 **Municipal Services**

- A. **Municipal Facilities:** The contractor shall provide, at no cost to the City of Bay City, collection, transportation, and disposal of solid waste at City owned, operated, or designated sites. Such sites include but are not limited to City Hall, Police Department, Library, Airport, Public Works, City Parks, and Sports Complex. The contractor shall provide the container for each site based on service level.
- B. **Special Events:** The contractor shall provide, at no cost to the City of Bay City, collection, transportation, and disposal of solid waste at special events sponsored by the City of Bay City. Events include but are not limited to 4th of July Fireworks; concerts in the park; Christmas in the park; and Day of the Dead. The Contractor shall provide one hundred (100) special event boxes annually. In addition to the event boxes, the Contractor may supply polycarts or dumpsters depending on the anticipated service level of the event.
- C. **City Wide Clean Up Events** – The contractor shall provide five (5) roll-off containers, minimum of forty (40) cubic yards per event. The contractor shall provide personnel and equipment capable of unloading and loading bulky waste items.
- D. **Roll-off containers:** The contractor shall provide, at no cost to the City of Bay City, a roll-off container (30 or 40 cubic yard) with up to forty (40) hauls per year to be used at the City’s discretion.
- E. **Illegal dump waste piles** – The contractor shall provide for collection, transportation and disposal of waste piles identified as illegal dumping at no cost to the City of Bay City.

3.7 **Disposal and Processing Services**

The Contractor shall have and maintain during the term here of, adequate disposal and processing capacity for the City of Bay City’s needs. All solid waste collected under the contract shall be disposed of at a landfill properly authorized under all applicable federal, state, and local laws. Only brush/tree trimmings and yard/green waste may be disposed of in the City-owned brush yard at no charge to the Contractor.

3.8 **Set-out Limits and Collection Location**

- A. The set-out limit for residential customers is defined as follows: all materials set-out are to be collected and shall be placed unobstructed within 5 feet of the curbside.
- B. For items that do not follow set-out limits, the Contractor will leave and tag such items with a notice informing the resident of the correct set-out limit.
- C. The contractor will report any addresses where tagged items were left daily to the City of Bay City designee and by email and in the weekly complaint report to the City of Bay City.
- D. Residential customers that are unable to place materials within 5 feet of curbside shall contact the Contractor to request an alternate collection location. The Contractor agrees to assist Handicapped Residential Units with house-side collection of their Containers;

provided, that the Contractor receives prior written notice from the Handicapped Residential Unit of such special need. The City of Bay City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

3.9 Collection Days and Schedule

Collections shall be provided between 7:00 a.m. and 7:00 p.m. on the scheduled service day. The Contractor shall dispose of waste within the operating hours of the disposal site. The Contractor shall provide the City of Bay City with route collection maps and container locations for residential, commercial, industrial, and multi-family residential customers.

A. Weekends and Holidays

1. The Contractor will not be required to provide service on weekends or holidays, except during natural disasters or emergencies. The Contractor may, at its sole discretion, observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

B. The Contractor will not be required to a make-up day for residential routes that occur on the specified holiday. No make- up is required for green waste pick up. Residential Services

1. Shall be provided Monday through Friday, excluding holidays.
2. The Contractor shall not change collection days or schedules to residential customers without written authorization from the City of Bay City, City Council.

C. Commercial, Industrial, Multi-Family Residential, Roll-off, and Municipal Facility Services

1. Shall be provided six (6) days a week.
2. The City of Bay City shall determine the collection schedule and days for all City of Bay City facilities services.
3. Commercial, industrial, and multi-family residential services and roll-off services customers and the Contractor shall agree upon the collection schedule and days subject to no objection by the City of Bay City.

3.10 Missed Collections

When the Contractor is notified by an owner or occupant of a commercial, industrial, or residential unit that solid waste, construction or demolition waste has not been removed where no notice of non-collection or a change in collection schedule has not been received by the City of Bay City from the Contractor, or the Contractor has failed to collect without an acceptable cause, then the Contractor shall endeavor to collect the missed collection that same day if reported to the Contractor by 2:00 p.m. Missed collections reported after 2:00 p.m. shall be serviced the following business day by 12:00 p.m.

3.11 Disaster Debris Collection, Transportation, and Disposal

The Contractor will provide debris collection, transportation, and disposal services which may be required due to damage or destruction resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined

by the City of Bay City. Such debris collection and disposal services shall be required to follow FEMA guidelines, as applicable. If the Contractor is not able to adhere to FEMA guidelines, the Contractor understands that the City of Bay City will procure debris collection and disposal services by other qualified contractors.

3.12 Spills, Leaks, and Litter

The Contractor shall exercise care to prevent spilling, leaks, and littering and shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking, and littering. The Contractor shall immediately pick up and clean up all spills, leaks, and litter resulting from Contractor's vehicles, or by Contractor's employees or subcontractor while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

3.13 Polycarts (toters):

The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to polycarts. The Contractor shall purchase polycarts that meet the requirements set forth in the contract including, but not limited to, the following requirements:

- A. Polycarts must be uniform in color and approved by the City of Bay City.
- B. Must be designed for automated or semi-automated solid waste collection services.
- C. Must include a lid and durable wheels that allow the customer to roll their cart to the curbside for set-out.
- D. Polycarts must be of high-quality and durability.

The Contractor shall deliver a new solid waste poly cart to each customer receiving services via polycart at the onset of the contract. Upon request, the Contractor shall deliver new polycarts to new customers. The Contractor will be responsible for responding to requests from and delivering polycarts to customers who need a cart replacement for whatever reason. Polycarts shall be delivered no later than two (2) business days after notice. Used polycarts must be cleaned prior to reentry into the system and delivery to customers. Damaged polycarts shall be removed at the same time a replacement poly cart is delivered.

3.14 Vehicles and Equipment

Vehicles used by the Contractor for the collection, hauling, recycling, and disposal of solid waste, construction and demolition waste shall be protected at all times while in transit to prevent the blowing or scattering of solid waste, construction and demolition waste onto the City of Bay City's public streets, or properties adjacent thereto.

Collection vehicles shall be painted in the Contractor's color or color schemes. Such vehicles shall be clearly marked with the Contractor's name in letters and numbers so as to be easily read from a distance of 150 feet. No advertising shall be permitted other than the name and address of the contractor.

All equipment, including motor vehicles and trucks necessary to provide services shall, at the beginning of and throughout the term of the contract, be in good condition and

repair, ordinary wear and tear excepted. To ensure adequate service, vehicles employed at the commencement of the contract shall not be greater than an average of seven (7) years old and during the life of the contract, all vehicles utilized shall be no more than an average of seven (7) years old. The trucks used in collection of garbage shall be all metal, with completely enclosed “packer” type bodies that are designed and manufactured for the collection of garbage and rubbish. Vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. All collection vehicles used by the Contractor shall be washed and deodorized once per week.

3.15 Dumpsters, Roll-Offs, and Compactors

The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, and compactors owned by the Contractor. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the Contractor and be kept in good condition and shall be cleaned at least once per year, or as directed by the City of Bay City.

Damage to dumpster, roll-off, or compactor on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the Contractor's negligence. The Contractor shall repair or replace within one (1) business day any dumpster, roll-off, or compactor that the City of Bay City determines does not comply with applicable law or constitutes a health or safety hazard.

3.16 Lease Containers (Compactors)

The Contractor may lease containers for temporary waste storage weekly collection and disposal to the owner or occupant of the City's commercial, institutional, and industrial customers. The Contractor shall lease the container at a rate approved by the City of Bay City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. The containers must be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2”) in height and must be maintained in the City-approved color scheme.

3.17 Customer Service

The Contractor will maintain an office or other facilities in Bay City through which they can be contacted during service hours by customers. They will make a contact phone number and email available to customers. The Contractor will maintain the existing sanitation phone number that is owned by the City of Bay City, 979-245-0368. The Contractor will field all inquiries and complaints from commercial, industrial, and residential units relating to the collection, hauling, recycling, and disposal of solid waste, construction and demolition waste, and recyclable materials and seek to provide a satisfactory resolution to complaints from customers. At a minimum, any customer complaint shall be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly addressed and reasonably resolved.

The Contractor shall maintain a log of complaints and shall provide a copy of the log to the City of Bay City on a weekly basis. Upon request, the Contractor will provide copies of all complaints indicating the date and hour received, address, name of customer, nature of the

complaint, and the manner and timing of its resolution.

3.18 Customer Information, Education, and Communication

The Contractor shall be responsible for the publishing and distribution of public education information, in both hard copy and electronic version for use on the City of Bay City's website, upon the initial award of the contract. The information should contain a list of materials to be collected, a list of materials that cannot be collected or items which will require a special fee-based pick-up, how to prepare materials for residential solid waste and recycling service, and residential collection schedules. Said information shall be provided to every new customer. The information shall be updated by the Contractor and mailed out to all customers within two (2) weeks of any changes in collection procedures and/or policies.

To better serve the City of Bay City and to increase customer awareness regarding acceptable solid waste collection policies, the Contractor shall provide regular information, education, and communication to customers regarding solid waste collection services. The Contractor bears full responsibility for keeping customers informed of policies regarding solid waste collection. Solid waste collection information, education, and communication must include, but is not limited to, the following:

A. Digital and Printed Education Materials

1. The Contractor shall provide digital (website, PDFs, social media, etc.) and printed (flyers, brochures, mailed notifications, etc.) materials to customers regarding appropriate solid waste disposal policies including, but not limited to, firm collection policies, and scheduled collection dates. The Contractor shall provide printed educational flyers or brochures to the City, or as requested, not to exceed 4,000 annually.
2. The Contractor shall develop and provide a typed or written notice for customers who do not comply with firm solid waste collection policies. This notice should inform customers about how they can comply for future collections.
3. Digital and printed education materials regarding solid waste collection policies will be provided to all new customers.
4. Digital and printed education materials regarding any changes in solid waste collection policies will be updated and provided to customers within two (2) weeks of any policy change that will affect collection.

B. Social Media

The Contractor is encouraged to create, update, and maintain social media accounts on Facebook and Twitter that are specifically for City of Bay City customers. These accounts are to be used to communicate solid waste collection policy changes and other key information such as, but not limited to, upcoming holidays and non-collection days or changes in collection schedules to customers, as well as providing exceptional customer service to customers by responding to inquiries or complaints in a timely manner. Any changes to solid waste collection policy or collection schedules must be posted to the social media accounts within twenty-four (24) hours of the change.

C. Routine Updates

The Contractor shall help customers remain aware of solid waste collection policies by notifying by mail all customers affected by changes in collection policies within (2) weeks of a policy change.

D. Availability of Staff to Answer Questions and Provide Communication

The Contractor shall endeavor to ensure that customer service staff are available to answer questions regarding solid waste collection policies and issues from residents in a timely manner.

3.19 Reporting

The Contractor shall provide the City of Bay City with a complete and accurate monthly report that is submitted by the tenth (10th) of each month. Reports will be in a format approved by the City of Bay City.

Monthly reports must contain the following information:

1. Daily Call Log – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. Non-Collection and Missed Collection Log – Spreadsheet of non- collections and missed collections, the address of the non-collection or missed collection, the reason for why a collection was not made (resident did not follow set-out instructions, Contractor failed to collect, etc.), and resolution of the issue.
3. Amount of Solid Waste Collected – Spreadsheet listing amounts (in tons/pounds) of solid waste collected by customer type. The spreadsheet must also include year-to-date totals.
4. Customer List for Roll-off Services – Identify each by address and level of service, name, and contact information.
5. Summary of Motor Vehicle Accidents or Moving Violations Involving the Contractor’s vehicles – identify vehicle, employee and description of the violation.

3.20 Remuneration

The City of Bay City shall bill residential, commercial, multi-family units, and industrial customers, and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor 30 days from receipt of invoice by contractor. The contractor shall be entitled to payment for all services rendered in accordance with the contract, without default.

3.21 Base Rate Adjustments

Base Rate Adjustments for Single Family Residential Services will follow the schedule for contract Year 2 and Year 3, as set forth in Exhibit A. Base Rate Adjustments for Single Family Residential Services for contract Year 4 and all subsequent years will follow the Base rate adjustments as set forth below. All other services provided under this contract will follow the Base rate adjustments beginning contract Year 2, as set forth below.

Base Rate Adjustments shall be automatically adjusted once each year on October 1 and continuing through any and all renewal terms. Base rate adjustments shall be reflective of the Consumer Price Index (CPI) adjustments. CPI adjustments shall be computed by utilizing the Consumer Price Index (CPI) for All Urban Customers, All U.S. City Average, All Items, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau

of Labor Statistics. The annual Base Rate Adjustment shall not exceed 5% total. The Contractor shall attend the June City Council meeting each year to update the City Council on garbage collection issues and present the CPI data explaining the calculation of the fee increase to be effective on October 1 of that year. In addition to the above, GFL may request from the City an additional rate adjustment if the CPI exceeds 5%. Any such additional rate adjustment must be approved by City Council before becoming effective.

3.22 Administrative Charges

The Contractor understands that if it does not perform its obligations in a timely manner and pursuant to the terms of the contract or violates any provision of the contract, the City of Bay City will suffer damages which are difficult to determine and adequately specify. The Contractor agrees, in addition to any other remedies available to the City of Bay City, that the City of Bay City may withhold payment from the Contractor as administrative charges for failure of the Contractor to fulfill its obligations. The failure to fulfill all portions of the contract shall be considered a breach of the contract and the City of Bay City may require payment by the Contractor. The City of Bay City will share and discuss with the Contractor acts or omissions that can be considered a breach of contract and their associated administrative charges.

3.23 Performance Bond

Upon the execution of this contract, the Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$250,000 for a term of five (5) years. The Contractor shall pay all premiums chargeable for the Performance Bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City of Bay City with the bond on an annual basis. The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City of Bay City.

3.24 Force Majeure

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

"Force Majeure" means any act, event, or condition having a direct material adverse effect on either party's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Solid Waste, Yard Waste and Bulky Waste if such act, event, or condition is

beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

4.0 MISCELLANEOUS PROVISIONS

4.1 Notice

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Bay City, 1901 5th St, Bay City, TX 77414
Attn: Mayor
Phone: 979-245-2137

With a copy to
City of Bay City, 1901 5th St, Bay City, TX 77414
Attn: City Secretary
Phone: 979-245-5311

As to Contractor:

Attn: _____
Phone: _____

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

4.1 Choice of Law; Attorney's Fees

This Agreement shall be governed by and interpreted under the laws of the State of Texas. In the

event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

4.2 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work, or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

4.3 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

CITY OF BAY CITY

Witness

By: _____
Name:
Title:

Notary Public

Attest: _____

**WASTE CORPORATION OF TEXAS, L.P.
DBA GFL ENVIRONMENTAL**

Witness

By: _____
Name:
Title:

Notary Public

Attest: _____

EXHIBIT A

- Contract Year 1 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 1

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$16.00
Extra Cart	\$6.00

- Contract Year 2 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 2

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$18.99
Extra Cart	\$7.12

- Contract Year 3 Single Family Residential Pricing

Single Family Residential

Collection Fees for Solid Waste Services - Year 3

Solid Waste Collection	
Size	Frequency of Collection per Week
	2x
96-gallon Polycart	\$20.54
Extra Cart	\$7.70

Commercial, Industrial, and Multi-Family Residential Collection Fees for Solid Waste Services

Size	Frequency of Collection per Week						
	1X	2X	3X	4X	5X	6X	Extra Pickup
96-gallon or larger Polycart		\$44.00					
2 cu yd	\$59.39	\$119.78	\$178.34	\$235.09	\$290.07	\$349.45	\$50.00
3 cu yd	\$83.72	\$167.52	\$248.64	\$326.99	\$402.69	\$485.23	\$75.00
4 cu yd	\$103.54	\$6.25	\$305.35	\$400.85	\$492.76	\$596.29	\$100.00
6 cu yd	\$143.19	\$283.72	\$418.87	\$548.60	\$672.89	\$813.32	\$125.00
8 cu yd	\$173.79	\$342.92	\$513.21	\$660.26	\$808.00	\$941.38	\$150.00
Locks (monthly cost)	\$15.00						

Roll-Off and Lease Container (Compactor) Services for Solid Waste

Type and Size	Daily Rent	Initial Delivery Fee (one-time)	Collection Fee (per haul)	Disposal Fee (per ton)
20 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
30 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
40 cu yd	\$ 4.00	\$ 150.00	\$ 425.00	\$ 40.26
20 cu yd with compactor	**	**	\$ 450.00	\$ 40.26
30 cu yd with compactor	**	**	\$ 450.00	\$ 40.26
40 cu yd with compactor	**	**	\$ 450.00	\$ 40.26

** Compactor Rent, Delivery, and Installation to be negotiated directly with customer based on base and optional equipment needed to meet customer needs.

City of Bay City Roll-Off Service

(Should the City of Bay City require roll-off services in addition to those services provided in Section 3.0)

Size	Daily Rent	Initial Delivery Fee (one-time)	Collection Fee (per haul)	Disposal Fee (per ton)
20 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00
30 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00
40 cu yd	\$ 0.00	\$ 95.00	\$ 425.00	\$ 0.00

Disaster Collection, Transportation and Disposal

Manpower Only Operating Rate	\$ 185.00 per hour (3 Man Crew)
Equipment Operating Rate	\$ 215.00 per hour
Disposal Rate	\$ 40.26 per ton
Other	\$ 6.50 per cubic yard
Other	