

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF SOLID WASTE AND
CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF CROCKETT, TEXAS

NOVEMBER 1, 2025

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CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF CROCKETT, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of November 1, 2025 by and between Live Oak Environmental, LLC (the "Service Provider"). and the City of Crockett, Texas, a municipal corporation of Houston County, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION I. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty pounds in weight, including, but not limited to, stoves, washing machines, water tanks, chairs, couches and other similar household items. Bulky items larger than (48) inches in length or over fifty pounds can be hauled off at a negotiated rate between the Service Provider and the individual customer.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

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.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction 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, Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (96) gallons and forty (40) cubic yards of Solid Waste.

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.

Holidays - The following days:

New Year's Day (January 1st)
Thanksgiving Day
Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving 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 the State of Texas.

Multi – Family Residential Units - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Solid Waste and uses commercial dumpsters.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a) (J), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34). Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations, Solid Waste does not include Hazardous Waste.

Permanent Roll off - The collection of Solid Waste from Roll-Offs within the City that are located at the same location for twelve (12) months or more.

Regularly Contained - City will require customers to have enough service so that loose trash and debris does not routinely pile up / overflow outside the Container between services.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit that uses a 95 gallon cart for waste disposal.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit that uses a 96 gallon cart for waste disposal.

Small Commercial Unit - Any Commercial Unit that requires no more than five (5) Roll-Outs for the collection of its Solid Waste to be collected no more than two (2) times per week.

Temporary Roll-Off Services - The collection of Solid Waste from Roll-Offs within the City that are located at the same location for less than twelve (12) months.

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 bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and

future streets, alleys, bridges and public properties; provided, however, the exclusive franchise grant contained herein shall apply to all Permanent Roll-Off Services and Temporary Roll-Off Services. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste, the title to all Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT AND SMALL COMMERCIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

B. Small Commercial Units. The Service Provider will collect Solid Waste from Small Commercial Units two (2) times per week; provided, that (i) such Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Small Commercial Unit no later than 5:00 am on the scheduled collection day.

C. Excess or Misplaced Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste placed inside the Roll-Outs provided by the Service Provider. Solid Waste in excess of the Roll-Outs' limits or placed outside or adjacent to the Roll-Outs, provider will collect up to two bulky items or 3 - 30 gallon bags as part of the regular service each week. However, such excess or misplaced Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Solid Waste continues, the City shall require the Single-Family Residential or Small Commercial Unit to utilize an additional Roll-Out so that the excess or misplaced Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereto. In the event that any Commercial Unit requires more than two (2) collections per week of more than five (5) Roll-Outs, such Commercial Unit shall be required to utilize Service Provider's dumpster service in accordance with Section 5.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Solid Waste from Commercial, Industrial and Multi - Family Residential Units as directed by the City's billing department, and compensated, based upon Schedule "A" list of services. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste placed inside the Containers provided for waste collection. Customers must sign up for enough service with the City so that Commercial, Industrial or Multi-Family Units Solid Waste will be Regularly Contained. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 6. BULKY ITEMS AND BUNDLES.

It is understood and agreed that the service provided under Sections 4 and 5 does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 7. TITLE TO EQUIPMENT

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall always remain the property of the Service Provider.

SECTION 8. RATES AND FEES.

Subject to adjustment, as provided in Section 9 hereafter: the rates and fees to be charged and received by the Service Provider are listed on Schedule A. The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and services.

- A. Roll-Off Services. The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider according to rates stated in Schedule A. The Roll-Offs provided pursuant to this Section 8.C. must be located within the City in accordance with City ordinances and policies.
- B. City of Crockett will have access to dump 1,000 cubic yards at the transfer station located within the City of Crockett at no charge. Additional dumping will be charged a rate of \$27.50 per cubic yard.

SECTION 9. RATE ADJUSTMENT.

A. CPI-U Adjustment. After the first anniversary date of this Agreement, the Service Provider may petition the City Council, upon giving prior written notice in the month of July to the City, to increase or decrease the rates set forth in Attachment A to be effective the following November 1. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Attached hereto (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The amount of the increase request shall be the lower of 3% or the CPI-U most recently published at BLS.GOV.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit: provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on November 1, 2025 and concluding on October 31, 2030. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 12. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

SECTION 13. ENFORCEMENT.

During the term of this Agreement and any extension thereof; the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the

Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 14. PROCESSING BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 8. hereto from all Commercial, and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, and Residential Units requiring the collection, hauling and disposal of Solid Waste within the City's corporate limits (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on December 15, 2025. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 14.A. the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services. The Service Provider shall be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services it bills under Section 14.D. hereof.

C. Bad Debt: Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial or Residential Unit. The City may direct the Service Provider to suspend Services to any Commercial, Industrial or Residential Unit that is delinquent on its payments and in such case, the City agrees to defend, indemnify and hold harmless the Service Provider from any and all claims, damages, liabilities or causes of action arising out of its suspension of the Services.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Permanent and Temporary Roll-Off Services.

E. Franchise Fee and Administration Fee. The Service Provider shall pay the City a ten percent (10%) Franchise Fee of gross collections for Roll-Off services in the City Limits (excluding sales taxes, if applicable). The Service Provider shall pay the city twelve percent (12%) Franchise Fee on all residential billing to the City. The Service provider shall pay ten percent (10%) Franchise Fee on all commercial billing to the City. Such payments shall be made monthly, within thirty (30) days of the end of each month. All Franchise fees to be made based upon prices in Section 8.

SECTION 15. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Construction and Demolition Waste not caused by the Service Provider's

rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Solid Waste or Construction and Demolition Waste. Should excess Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereof and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Construction and Demolition Waste. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky' Items or Bundles out for collection. A penalty may be applied if the Service provider fails to make a collection or show an attempt was made for the collections.

1. Missed collection: \$5 per missed collection in excess of two (2) missed collections at the same address in a calendar month. A missed collection occurs when a customer reports a missed collection, the address was not reported by Service Provider as an unacceptable set-out, and Service Provider 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: \$10 per incident for Service Provider 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 Service Provider as unacceptable setouts and Service Provider cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.
3. Commencement of residential collection prior to 6:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$20 per route per occurrence
4. Failure to complete a majority (50%) of the collections on a given day: \$100 each incident
5. Failure to maintain a vehicle in a manner consistent with the Contract: \$50 each incident
6. Failure to clean up spilled Solid waste, resulting from loading and/or transporting within two (2) hours of notification: one twenty-five dollars (\$25.00).
7. Failure to address complaints within one business day: \$10.00 each incident.

B. Notice from a Commercial, Industrial or Residential Unit When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 17. HOURS OF SERVICE.

For all the Services provided here under the Service Provider's hours of service shall be between 6:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement: provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

SECTION 18. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Residential and Commercial Units relating to the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 18, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Solid Waste and Construction and Demolition waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to ensure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 21. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Commercial General Liability	\$2,000,000 aggregate
Pollution Legal Liability	\$1,000,000 per occurrence
Excess or Umbrella	\$4,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 21 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 21.

SECTION 22. Performance Bond.

The Service Provider shall provide a Performance bond with a corporate surety in the amount of \$400,000 upon execution of this contract. The Surety shall be from a surety company duly authorized to do business in the State of Texas with a AAA rating. The Service Provider shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be required for the duration of the contract and any extensions or renewals. The Service Provider shall provide the City with documentation annually in October in the form of a written certification from the surety company that the said Surety Bonds remain in effect through the upcoming year.

SECTION 23. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 24. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 25. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 26. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident., explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 27. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Crockett
200 North 5th Street
Crockett, TX 75835
Attn: City Manager

If to the Service Provider:

Live Oak Environmental, LLC
P.O. Box 1417
Huntington, TX 75949
Attn: District Manager

With a Copy to:

Live Oak Environmental, LLC
4804 Hazel Jones Road
Bossier City, LA 71111
Attn: Legal Department

EXECUTED in multiple copies, each of which shall be deemed to be an original.

CITY OF CROCKETT, TEXAS

LIVE OAK ENVIRONMENTAL, LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SCHEDULE A

SCHEDULE OF CHARGES AND FEES

Residential Service

Service November 1, 2025 and subsequent contract years through October 31, 2030

The following prices are effective November 1, 2025.

FAMILY RESIDENTIAL UNITS

Monthly Roadside Refuse Collection/Transport

(Once weekly – 52 collections)

\$ 13.41 /unit/ month

Monthly Roadside Extra Poly-Cart Collection/Transport

(weekly – 52 collections)

\$ 6.05 / 95 Gal. Cart/ month

Commercial Service

Service November 1, 2025 and subsequent contract years through October 31, 2030

The following prices are effective November 1, 2025.

COMMERCIAL POLY-CARTS

Monthly Roadside Refuse Collection/Transport

(Twice weekly – 104 collections)

\$ 32.61 /unit / month

Monthly Roadside Extra Poly-Cart Collection/Transport

(Twice weekly – 104 collections)

\$ 6.05 / 95 Gal. Cart / month

COMMERCIAL DUMPSTERS

Fill in blank or provide an attached cost matrix on Commercial Dumpsters					
Bin Size	Frequency Per Week				
Cubic Yard	1	2	3	4	5
2	\$ 75.34	\$ 129.33	\$ 186.68	\$ 242.07	\$ 294.63
4	\$ 137.28	\$ 230.54	\$ 336.24	\$ 440.54	\$ 546.53
6	\$ 183.30	\$ 321.62	\$ 471.18	\$ 654.48	\$ 769.19
8	\$ 230.54	\$ 462.19	\$ 697.23	\$ 927.77	\$ 1157.16
8 / CARDBOARD DUMPSTER	\$ 39.36				

*cardboard is dependent upon having a legitimate recycle facility within 50 miles

City carts and or commercial rear load containers will be free of charge.

Dumpster Lock Service Fee	<u>\$ 10.00</u> /month
Set of Casters per month	<u>\$0</u> /month
Opening and Closing of Enclosures per month	<u>\$ 0</u> /month*
<ul style="list-style-type: none"> Part of collections to open and close enclosure doors at no charge. 	

ROLL-OFF BOXES

Container Rental Fee (Per Month)	<u>\$ 101.21</u> per month, prorated by day
Initial Delivery Fee (One-time)	<u>\$ 135.19</u> per delivery
Collection Fee (Per Pull)	\$ See pricing below by size
Disposal Fee (Per Ton)	\$ All pricing by box size.
10 CY Roll-off	\$ See Temp 6 yard Container
20 CY Roll-off	<u>\$ 483.55</u> Plus one-time delivery,
30 CY Roll-off	rental <u>\$ 674.73</u> Plus one-time
40 CY Roll-off	delivery, rental <u>\$ 843.42</u> Plus one-
Demolition Box (Specify size avail.) _20,30,40	time delivery, rental \$ Same as above
20 CY Roll-off Compactor	<u>\$ 430.00</u> Per pull
30 CY Roll-off Compactor	<u>\$ 623.00</u> Per pull
40 CY Roll-off Compactor	<u>\$ 800.00</u> Per pull
Temporary 6 yard Container on-call	<u>\$ 50.00</u> Delivery; <u>\$60.00</u> per dump
Roll-off prices billed by Service Provider to customer would include the additional franchise fee and tax.	

SPECIAL CITY EVENTS AND SERVICES.

Additional Roll-off Boxes for City Work or Events	<u>\$550.00</u> /box size: 30 yards
Portable Toilets	\$90.00 per unit per month *
Handwash Stations	\$90.00 per unit per month *
Special Needs Rest rooms	\$95.00 per unit per month *
<ul style="list-style-type: none"> Includes delivery and removal. Same price for a day or a month on Sanitation Units. 	