



ORIGINAL

## KNOX WASTE SERVICE

P.O. Box 569

Tye TX 79563

Phone (325) 691-5974 Fax (325) 695-0948

### CONTRACT FOR DISPOSAL OF NON-HAZARDOUS WASTE

This contract is made and entered into by and between THE CITY OF GLEN ROSE, TEXAS (hereinafter called "City") and KNOX WASTE SERVICE (hereinafter called "Contractor"). WHEREAS, City and contractor are desirous of entering into a formal agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all municipal solid waste generated by the residents of City and the commercial and industrial establishments located in the city.

Now, Therefore, City and Contractor agree as follows:

1. Contractor shall collect and dispose of non-hazardous residential and commercial waste, hereinafter generally referred to as garbage, trash and refuse, upon the terms and conditions and subject to the exceptions expressed in this contract.
2. The City hereby grants to the Contractor in accordance with the City's ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of MUNICIPAL SOLID WASTE and CONSTRUCTION AND DEMOLITION WASTE over, upon, along and across the City's present and future streets, alleys, bridges, and public properties. In order to maintain the exclusivity of the Contractor's disposal service. City shall uphold number two (2) of the agreement by taking any and all appropriate legal action with any company, customer or third party infringing upon the rights of the Contractor. In any situation wherein the City fails to pursue appropriate legal action to remedy an infringement of Contractor's exclusive right to disposal services within the City the Contractor shall retain a subrogation right from the City against any and all violations of the grant described here in number two (2).
3. The primary term of this contract shall commence on January 1, 2018 and shall expire at the midnight on December 31, 2023, however, in the event neither party hereto provide the other with written notice of termination of this contract more than ninety (90) days prior to December 31, 2023, this contract shall automatically extend for an additional four (4) year period following the end of the primary term.
4. Contractor shall, at its own cost and expense, furnish the equipment and labor necessary to comply with the terms and conditions of this contract. Containers will be placed according to specified locations by the City of Glen Rose.
5. Commercial establishments, multi-family units and apartments will be furnished containers in the size and number determined by the individual requirements of the establishments.

**Contractor will provide containers in the following sizes for these establishments: 95 gallon carts, 1.5 yard container, 3 yard container, or 4 yard container.**

- 6. Contractor shall operate its collection service in a manner so as to prevent the scattering of garbage from the Contractor's trucks. Contractor shall comply with all city, county, state and federal laws, ordinances and regulations, which are now in effect or which may hereafter be passed, regulating the collections of non-hazardous waste.**
- 7. Contractor will, subject to weather conditions, conditions of the streets and mechanical problems, make collection of garbage, trash & refuse as follows:**
  - A. Containers servicing residential units will be emptied twice per week. MUNICIPAL SOLID WASTE is placed in Bags and such Bags are placed within the container provided and within three (3) feet of the curbside or right of way adjacent to the Residentail Unit no later than 7:00 a.m. on the scheduled collection day. Contractor reserves the right to change the service day with a two week notice to the city and its residents.**
  - B. Excess or Misplaced MUNICIPAL SOLID WASTE or CONSTRUCTION AND DEMOLITION WASTE is not the responsibility of the Contractor. Contractor is only responsible for collecting, hauling, and disposing of MUNICIPAL SOLID WASTE placed inside the container. The Contractor 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. If, excess is recurring, Contractor will ask to have frequency of collection increased or require a container with sufficient capacity so that the excess will be regularly contained. The Contractor will be compensated for additional collection for each container.**
  - C. Containers servicing commercial units will be emptied by Contractor, starting at 4:00 am.**
  - D. Contractor operates all holidays except Thanksgiving day and Christmas day. If service day is on these holidays service will be the next business day.**
- 8. The City shall, upon or before the fifteenth (15<sup>th</sup>) day of each month during the continuation of this contract pay Knox Waste Service the amount they have been billed.(including the last billing, following termination of the contract). Payee will pay the City a 5% franchise fee on all paid in full accounts on a monthly basis. Franchise fee does not pertain to roll off services.**
- 9. The City will furnish written notice to the Contractor on a Work Order form, furnished by the Contractor, for any changes in container removal, replacement, or movement. This form will be faxed to the Contractor and requested actions will be performed by the Contractor. The monthly changes will be tallied and necessary changes made for the monthly invoicing.**
- 10. The rates below are the rates Knox Waste Service will bill the city on all active water meters. These rates are not intended to set the rate at which the city bills their residents.**

## **RESIDENTIAL**

- A. Residential units consisting of homes, mobile homes and single family dwellings will be charged on a per unit basis. Handicapped Residential unit is a residential dwelling that is inhabited by persons all of whom are physically unable to place Municipal Solid Waste containers at the curbside. Contractor agrees to assist Handicapped Residential Units with collection of the Municipal Solid Waste container; provided that the Contractor receives prior written notice from the City of such special need. The City shall be solely responsible for all other modifications and accommodations required by the American with Disabilities Act.

## **MONTHLY FEES**

|                             |         |
|-----------------------------|---------|
| 95 gallon cart twice a week | \$17.95 |
| Additional cart             | \$8.00  |

## **COMMERCIAL**

|                                 |          |
|---------------------------------|----------|
| 95 gallon once a week service   | \$12.00  |
| 95 gallon twice a week service  | \$17.95  |
| 1.5 yd once a week service      | \$47.25  |
| 3 yd once a week service        | \$63.00  |
| 3 yd twice a week service       | \$94.50  |
| 3 yd three times a week service | \$126.00 |
| 4 yd once a week service        | \$73.50  |
| 4 yd twice a week service       | \$116.55 |
| 4 yd three times a week service | \$159.60 |
| 4 yd four times a week service  | \$202.65 |
| 4 yd five times a week service  | \$245.70 |

Monthly charge for locking container \$5.00, per container

## **ROLL OFFS: For the City of Glen Rose**

Contractor will provide hauling and disposal twenty-four (24) 30 yard roll off containers at no charge per contract year. Any request for additional 30 yard containers will be charged as follows: Haul Fee: \$485.00.

## **ROLL OFFS: For the Citizens and other contractor within City limits.**

|                                       |          |
|---------------------------------------|----------|
| Delivery, Haul, and Disposal          | \$495.00 |
| Rental \$5 per day or \$100 per month |          |

\*\*\*No hazardous materials, such as asbestos tiles or material, paint, any chemicals, acids (i.e. car batteries), tires, oil, or specially labeled medical waste. Ten (10) ton limit.

11. For the purpose of this Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

| <u>Coverages</u>                     | <u>Limits of Liability</u>   |
|--------------------------------------|------------------------------|
| Workmen's Compensation               | Statutory                    |
| Employer's Liability                 | \$500,000.00                 |
| Bodily Injury Liability              | \$500,000.00 each occurrence |
| Except Automobile                    | \$1,000,000.00 aggregate     |
| Property Damage Liability            | \$500,000.00 each occurrence |
| Except Automobile                    | \$1,000,000.00 aggregate     |
| Automobile Bodily Injury Liability   | \$500,00.00 each person      |
|                                      | \$1,000,000.00 aggregate     |
| Automobile Property Damage Liability | \$500,000.00 each occurrence |

12. To the extent covered by applicable insurance, 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.
13. This contract shall not include any medical waste collection services. Contractor does not haul, or dispose of any hazardous wastes or materials. Some examples of hazardous waste: paints, solvents, herbicides, pesticides, asbestos, oil, car & truck batteries, acids, waste fuels and all other waste classified as hazardous by federal, state or local governmental authority. Also, not allowed: tires, large rocks, dirt, roofing materials, building materials, concrete.
14. During the continuation of this contract, on each January 1st, commencing with January 1, 2019, Contractor shall be entitled to a rate increase in proportion to its increase in fixed cost over the prior 12- month period. As a condition to such a rate increase, Contractor shall provide written evidence to the City of an increase in the fixed cost of providing Contractors service to the city. Examples of fixed costs include: Landfill disposal costs, fuel costs, labor costs, taxes and insurance or increased distance to disposal site. In addition to the forgoing, in the event city, county, state or federal law or regulation directly or indirectly imposes additional cost on Contractor during the course of the calendar year which was not anticipated in the rates charged by the City for Contractor's service. Contractor may request re-negotiation of the present rate schedule by giving written notice to the City.

15. During the term of this Contract and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Contractor 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 Contractor experiences recurring problems of damage or destruction to or theft of the containers provided by the Contractor pursuant to the Contract, the Contractor 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 Contractor the right of ingress and egress from and upon the property of Commercial, Industrial, Residential Units for the purposes of rendering the services contemplated hereby.
16. If either party should fail to perform any material obligation imposed upon them hereunder and such failure shall continue for fifteen (15) days following written notice received from one party to the other, the non-defaulting party shall have the right to cancel this contract by written notice to the non-defaulting party with such cancellation being effective upon delivery of such notice.
17. City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the services.
18. City agrees that payments owing to the Contractor pursuant to this Contract shall be based solely on the services rendered by the Contractor. The Contractor shall not be held responsible for the collection of "bad debt" billed by and owed to City for the services, nor shall the Contractor be penalized for services rendered that remain unpaid by any Commercial, Industrial Unit.
19. In the event the Service Provider fails to perform in accordance with the provisions of this Agreement, the City may withhold from any monies due to the Service Provider, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the failures provided services in accordance with the terms of this contract.

Failure to clean any spill on the City's streets caused by a sudden and unforeseen mechanical failure resulting in oil, Solid Waste, or fluid loss from the Service Provider's collection vehicles within 24 hours of notification from the City.  
\$250.00 per incident, per day

Failure to collect a missed collection within the cure period specified in the terms of this contract  
\$100.00 per day

Prior to the assessment of any liquidated damages, the City shall notify the Service Provider in writing of the liquidated damages to be assessed and the basis for each assessment, and allow a reasonable opportunity for the Service Provider to contest the assessment of such liquidated damages



20. Any notices of payments permitted or required by this contract shall be deemed made on the day received by the other party at the address set forth below or at such other address as either party may hereafter designate in writing:

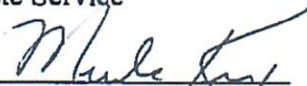
City: CITY OF GLEN ROSE  
201 VERNON ST  
GLEN ROSE, TX 76043

Contractor: KNOX WASTE SERVICE  
PO BOX 569  
TYE, TX 79563

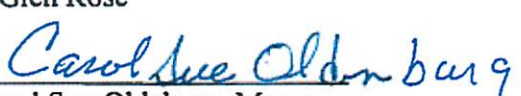
21. Invalidity or un-enforceability of any provisions of this contract will not affect the validity or enforceability of any other provisions of this contract.
22. The provisions of this contract shall bind the parties hereto and shall bind and insure to the benefit of the legal representatives, successors and assigns of the respective parties.
23. This contract shall not be assignable or otherwise transferable by the Contractor without the prior written consent of the city.
24. The parties hereto have executed multiple copies of this contract, each of which shall be deemed an original.

Executed this 16<sup>th</sup> day of October 2017

Knox Waste Service

Signature:   
Merle Knox, President

The City of Glen Rose

Signature:   
Carol Sue Oldeburg, Mayor