

CITY OF MANOR, TEXAS
CONTRACT FOR SOLID WASTE COLLECTION AND
DISPOSAL AND RECYCLING SERVICES

WITH
WASTE CONNECTIONS LONE STAR, INC.

CONTRACT DOCUMENTS
SPECIFICATIONS

INDEX - GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bags
- 1.02 Bin
- 1.03 Bulky Waste
- 1.04 Bundle
- 1.05 City
- 1.06 Collection
- 1.07 Collection Service
- 1.08 Commercial and Industrial Waste
- 1.09 Commercial and Industrial Unit or Industrial Unit
- 1.10 Construction Debris
- 1.11 Container for Solid Waste Collection or Cart
- 1.12 Container for Recycling
- 1.13 Contract Documents
- 1.14 Contractor
- 1.15 Customer
- 1.16 Dead Animals
- 1.17 Disposal
- 1.18 Disposal Facilities
- 1.19 Disposal Site
- 1.20 Excluded Waste
- 1.21 Franchise Fee
- 1.22 Garbage
- 1.23 Hazardous Waste
- 1.24 Institutional Solid Waste
- 1.25 Multi-Family
- 1.26 Non-Putrescible Solid Waste
- 1.27 Offal Waste
- 1.28 Producer
- 1.29 Putrescible Solid Waste
- 1.30 Recycling
- 1.31 Recyclable Materials
- 1.32 Residential Solid Waste and Yard Waste
- 1.33 Residential Unit
- 1.34 Rubbish
- 1.35 Rendering
- 1.36 Solid Waste
- 1.37 Solid Waste Management
- 1.38 Solid Waste Management System
- 1.39 Solid Waste Storage
- 1.40 Solid Waste Transportation
- 1.41 Stable Matter
- 1.42 Transfer Station
- 1.43 Vector (of Disease)
- 1.44 Vegetable Waste
- 1.45 Yard Waste

2.0 SCOPE OF WORK

- 2.01 General
- 2.02 Solid Waste
- 2.03 Recycling
- 2.04 Performance Standards

- 3.0 TYPE OF COLLECTION
 - 3.01 Service Provided
 - 3.02 Service Provided - Recycling
 - 3.03 Location of Carts, Containers for Collection
- 4.0 COLLECTION OPERATION
 - 4.01 Hours of Operation
 - 4.02 Routes of Collection
 - 4.03 Holidays
 - 4.04 Complaints
 - 4.05 Collection Equipment
 - 4.06 Office
 - 4.07 Hauling
 - 4.08 Disposal
 - 4.09 Delivery
 - 4.10 Notification
 - 4.11 Point of Contact
 - 4.12 Litter or Spillage
 - 4.13 Missed Service Penalties
- 5.0 COMPLIANCE WITH LAWS
- 6.0 EFFECTIVE DATE
- 7.0 NON-DISCRIMINATION
- 8.0 INDEMNIFICATION; RELEASE
 - 8.01 Indemnification
 - 8.02 Release
- 9.0 LICENSE AND TAXES
- 10.0 TERM
- 11.0 INSURANCE; PERFORMANCE BOND
 - 11.01 Insurance
 - 11.02 Performance Bond
- 12.0 BASIS AND METHOD OF PAYMENT
 - 12.01 Collection and Disposal Rates
 - 12.02 Special Collection Rates
 - 12.03 Modification to Rates
 - 12.04 City to Act as Collector
 - 12.05 Delinquent and Closed Accounts
 - 12.06 Contractor Billings to City
 - 12.07 Franchise Fee to City
 - 12.08 Audit
- 13.0 TRANSFERABILITY OF CONTRACT
- 14.0 EXCLUSIVE CONTRACT
- 15.0 OWNERSHIP
- 16.0 TERMINATION OF CONTRACT

17.0 DISCONTINUED SERVICE AND OTHER BREACHES OF THE
CONTRACT

17.01 Contractor

17.02 City

17.03 Force Majeure

17.04 Rights of City

18.0 CONTRACTOR'S PROPERTY

19.0 NEWLY DEVELOPED AREAS

20.0 MISCELLANEOUS TERMS

GENERAL SPECIFICATIONS

1.0 DEFINITIONS. The following words, terms and phrases, when used in this Contract shall have the meanings ascribed to them in this section whether capitalized or not capitalized, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Contract. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association.

- 1.01 Bags — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin or Metal Dumpster— Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units; provided that depending on the context in which the term is used "Bin" may also refer to an 18-gallon plastic container.
- 1.03 Bulky Waste — Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 1.04 Bundle — Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight.
- 1.05 City — City of Manor, Travis County, Texas.
- 1.06 Collection — The act of removing solid waste from the storage point at the source of generation.
- 1.07 Collection Service — A public or private operation engaged in the collection and transportation of solid waste materials.
- 1.08 Commercial and Industrial Waste — All Solid Waste, Bulky Waste, Construction, Remodeling or Demolition Debris, Garbage and Rubbish generated by a Producer at a Commercial and Industrial Unit,
- 1.09 Commercial Unit or Industrial Unit — Each Customer, premise, location or entity, public or private, that generates or produces garbage or institutional solid waste within the corporate limits of the City that is not a Residential Unit.
- 1.10 Construction Debris — Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.11 Container for Solid Waste Collection or Cart— Residential - a receptacle with the capacity of 95 or more gallons with an attached lid and wheels. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 75 lbs. Commercial — for small commercial producers the specifications in the proceeding sentence may apply. For larger commercial producers either a Bin, metal dumpster with a lid(s) or an open-top or enclosed metal roll off container will be used.

- 1.12 Container for Recycling — A receptacle designed for the purpose of curbside collection of Recyclable Materials; typically an eighteen gallon capacity plastic bin or, for larger producers it may also include a cart, metal dumpster or roll off container or any combination thereof.
- 1.13 Contract Documents — The RFP and any Addenda, Contractor's Response/Proposal, any General Specifications, including Contract Exhibits and Rate Schedule, Certificates of Insurance, and any changes to the foregoing documents agreed to by the City and the Contractor.
- 1.14 Contractor — Waste Connections Lone Star, Inc.
- 1.15 Customer — An occupant of a residential, commercial or industrial unit or property within the City, who generates Solid Waste, Garbage or Institutional Solid Waste.
- 1.16 Dead Animals — Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.17 Disposal — The orderly process of discarding useless or unwanted material in a beneficial or non-beneficial manner.
- 1.18 Disposal Facilities — The physical components of the disposal system, such as transfer conveyances, transfer stations, processing plants and landfills.
- 1.19 Disposal Site — A Solid Waste depository, but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of solid waste.
- 1.20 Excluded Waste — large dead animals, all hazardous waste, any radioactive, volatile, corrosive, highly flammable, biomedical, infectious, toxic or any waste listed or characterized as hazardous by the U. S. Environmental Protection Agency or any state agency having jurisdiction over hazardous waste pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including any future amendments thereto.
- 1.21 Franchise Fee — A fee of ten percent (10%) added to rates for the services which is paid by the Contractor or through the billing of the services to the City to compensate the City for use of the roadways by Contractor.
- 1.22 Garbage -- Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.23 Hazardous Waste -- Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.24 Institutional Solid Waste — Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.25 Multi-Family — The term multi-family shall refer to all residential dwelling units of more than one (1) single-family unit, including, but not limited to, duplexes, condominiums, apartment houses and grouped housing.
- 1.26 Non-Putrescible Solid Waste — Solid waste materials that do not contain organic matter that is subject to rapid decomposition by fungi and bacteria.
- 1.27 Offal Waste — Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.28 Producer — An occupant of (or third party providing on-site services to) a Commercial, Institutional, Industrial or Residential Unit who generates Solid Waste, Bulky Waste, Construction Debris, Demolition. Debris, Garbage, Recyclable Materials, Commercial Waste, Industrial Waste, Institutional Waste or any non-hazardous waste. A Producer is also a Customer
- 1.29 Putrescible Solid Waste — Solid waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food wastes and dead animals.
- 1.30 Recycling — The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.31 Recyclable Materials — materials that may be collected and delivered to an end-user or recyclable processing facility to divert them from disposal and directed to re-use or reprocessing in to new products or materials. Recyclable Materials may include, but not be limited to:

Recyclable Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

Recyclable Plastics: #1 through #7 plastic bottles, containers, jugs and jars.

Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors.

Recyclable Aluminum and Steel: Any food and beverage containers, cans, bi-metal cans, or lids with or without paper labels, rings and lids composed primarily of whole iron, aluminum, steel, or other recyclable material of similar nature.

Recyclable Materials may include construction, remodeling or demolition debris.

- 1.32 Residential Solid Waste & Yard Waste — All Garbage, solid waste, recyclable materials, vegetative yard waste and rubbish generated by a Producer at a Residential Unit.
- 1.33 Residential Unit — A dwelling within the corporate limits of the City and the adjacent subdivision of Shadowglen occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling 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.
- 1.34 Rubbish — All waste wood, wood products, tree trimmings, grass cutting, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Mater. (Leaves, grass, pine needles and similar materials and materials which are in small particle form shall be containerized.)
- 1.35 Rendering — A process of recovering fatty substances from animal parts by heat treatment, extraction and distillation.
- 1.36 A Small — Commercial Producer at a commercial unit whose garbage and refuse is placed in not more than two (2) ninety-five (95) gallon containers per collection day, including but not limited to, offices, churches, etc. located within the boundaries of the City and the adjacent subdivision of Shadowglen. Small-Commercial Producers may be billed by the City at the rate prescribed for commercial cart collection.
- 1.37 Solid Waste — useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste includes residential garbage, bulky waste, rubbish, yard waste, construction, remodeling

and demolition debris and any other type of solid waste identified to be within the Scope of Work of this Contract. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, or dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system.

- 1.38 Solid Waste Management — The purposeful, systematic control of the storage, collection, transport, separation, processing, recovery and disposal of solid waste.
- 1.39 Solid Waste Management System — The entire process of storage, collection, transportation, processing and disposal of solid waste by the Contractor engaging in such processes and the City.
- 1.40 Solid Waste Storage — The handling and holding of solid waste, in an approved manner, near the point of generation pending collection.
- 1.41 Solid Waste Transportation — The conveying of solid waste from one place to another by means of a vehicle, rail car, water vessel, conveyor or other means.
- 1.42 Stable Matter — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock,
- 1.43 Transfer Station — A site at which solid waste is assembled and temporarily deposited after collection and from which it is transported to a different location for processing and/or disposal.
- 1.44 Vector (of Disease) — An animal or insect which transmits infectious diseases from one person or animal to another by biting the skin or mucous membrane or by depositing infective material on the skin or food or on another object.
- 1.45 Vegetable Waste — Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 1.46 Yard Waste — Grass, leaves, flowers, stalks, stems, tree trimmings, branches and similar material normally associated with lawn maintenance. For weekly yard waste collection services, grass, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in the cart. For periodic bulky waste collection such yard waste may be in the cart or placed in boxes, bags or in tied bundles not to exceed three (3) feet in length or more than thirty-five (35) pounds per box, bag or bundle. The definition of Yard Waste does not include debris from land clearing operations, tree stumps, tree trunks or their portions.

2.0 SCOPE OF WORK

2.01 General

The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to provide collection and disposal of Residential, Commercial, Industrial and Institutional Solid Waste within the City and to complete said work in accordance with the Contract Documents. The Contractor is granted the exclusive franchise, license and privilege to provide solid

waste and recyclable materials collection and disposal services to all of the residents, commercial businesses, industries, institutions and all producers of solid waste and recyclable materials, including permanent and temporary roll off containers, inside the City of Manor, each subdivision or development in which the City has an easement providing for such services over and upon the streets and in any area under contract or agreement with the City of Manor for such services for the term, and any extended term, of the Contract; provided that, notwithstanding any other term, provision or condition of this Contract and Franchise, this agreement does not provide for nor include the collection of Hazardous Materials and the Contractor shall not collect or dispose of Hazardous Waste or Hazardous Materials pursuant to this agreement

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane or other Act of God, the Contractor and the City may negotiate the cleanup response and collection schedule and payment to be made to the Contractor; provided the City shall have absolute discretion and control with respect to any and all alternatives employed by the City to respond to any such emergency or post emergency matters, including, but not limited to, refuse and/or debris collection resulting from or made necessary by any such Act of God. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

2.02 Solid Waste

The services covered by this Contract are for the collection of solid waste, bulky waste, garbage, rubbish, construction debris, remodeling debris, demolition debris, recyclable materials and yard waste including commercial type waste and/or waste generated by third party contractors from residential, multi-family, commercial, industrial and institutional producers as defined. Agricultural solid waste, dead animals, hazardous waste, excluded waste, offal waste or stable matter shall not be collected by the Contractor. All solid waste collected within the City shall be deposited at any facility approved or allowed by the State of Texas Commission for Environmental Quality; provided that the same shall not be disposed of or stored within the City.

2.03 Recycling

- (a) It is the intent under this part of the Contract for the Contractor to collect certain source separated Recyclable Materials. The Contractor will not be required to collect Recyclable Materials, with the intent to recycle them, which are mixed with garbage, trash, solid waste and rubbish.
- (b) In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected drops to the point that such materials can no longer be viably sold or processed that item may be removed from the list of items to be recycle, so long as the change is approved by the City.
- (c) Should the City determine that items that have been approved for recycling are going to the landfill, such an incident would be considered a breach, subject to the provisions of Section 17.01.

2.04 Performance Standards. The following performance goals and standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Residential carts shall be replaced within five (5) feet of customer's placement without obstructing traffic or damaging landscaping. Lids will generally be closed after servicing.

(b) Residential collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the carts.

(c) Contractor shall make all reasonable efforts to collect garbage and solid waste regardless of bathers (i.e. blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger.

(d) Contractor will make every effort to maintain a consistent route schedule.

(e) Contractor will not leave loose trash, which, during collection, may fall in the streets or yards of the residents.

(f) Commercial bins, carts and containers shall be replaced within 6 inches of its original location after collection.

(g) Contractor shall not provide residential collection service one-half (1/2) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

(h) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.

(i) If collection of a customer's garbage is missed, upon notice the Contractor will take appropriate measures to retrieve the missed collection and shall in any event collect all such missed collections within a 24-hour period and no later than 4:30 p.m. of the next regular business day following the date of missed service. It is specifically understood and agreed that where the customer of a Residential Unit fails to timely place the Cart as directed in Section 3.01(a) herein, or as otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Contract relating to the nature, volume or weight of Residential Solid Waste or Recyclable Materials to be removed, the Contractor may refrain from collecting all or a portion of such Residential Solid Waste or Recyclable Material. The Contractor will provide written notice to the customer of a Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure

to timely place the Containers out for collection. Such written notice shall be attached to the Container or the uncollected Residential Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Residential Solid Waste or Recyclable Materials may be collected.

(j) Contractor shall maintain a voice mail system, which will provide 24 hour a day and 7 day a week customer communication.

3.0 TYPE OF COLLECTION

3.01 Service Provided

- (a) Residential - Contractor shall provide curbside collection service for the collection of Residential Solid Waste to each Residential Unit one (1) time per week. Cart(s) shall be placed at curbside by 7:00 A.M. on the designated collection day. Each residential unit will be provided with at least one (1) ninety-five (95) gallon cart for storage and collection. The Producer will place the cart(s) not more than three (3) feet from the edge of the street and away from mailboxes, posts, trees, automobiles, utility meters or boxes and not beneath low hanging tree limbs or wires. The contents of the cart only will be collected on the weekly collection. Extra carts are available at a discount.
- (b) Commercial, Industrial and Institutional - Contractor shall provide cart, dumpster or roll off container collection service for the collection of Commercial, Industrial or Institutional solid waste (including multi-family units) service according to the available service levels in the rate schedule outlined in Exhibit A. Contractor shall provide roll off service as needed. The Contractor will provide such Producers with the appropriate size and number of containers and frequency of collection to optimize, to the extent practicable, the lowest cost of service while maintaining consideration for the public health, aesthetics, route availability and traffic.
- (c) Also, the Contractor may from time to time provide for the special collection of solid wastes of a type or a volume not normally generated at Commercial, Industrial, Institutional and Residential Units at its sole discretion and upon such terms and conditions as the Contractor and the Producer agree.
- (d) Residential Bulky Waste Collection — Contractor will provide one (1), forty (40) yard roll off container to the City public works yard and contractor shall service as needed to collect Bulky Waste, up to twenty four (24) times per year.

3.02 Service Provided — Recycling

- (a) The Contractor shall provide curbside collection service for the collection of Recyclable Material as defined herein to each Residential Unit on a biweekly basis. Extra carts are available at a discount.
- (b) The Contractor will provide the appropriate size and number of containers for recycling at the location of commercial, industrial or institutional producers if such service is requested by such producers.
- (c) The Contractor shall supply and distribute to each Residential Unit one container for the materials to be collected. Such container shall be constructed from a high-density polyethylene resin, with a minimum capacity of ninety-five (95) gallons.

3.03 Location of Carts, Containers for Collection

- (a) Each Cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to the pavement or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. In order to reduce chance of litter or spillage during collection, carts shall be positioned in a manner with the handle facing toward the residence and the lid opening facing the street. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart not so placed.
- (b) Contractor shall provide Carts, dumpsters or roll off containers for Commercial, Industrial or Institutional Units. Each cart, dumpster or roll off container shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect solid waste in containers not so placed.

4.0 COLLECTION OPERATION

4.01 Hours of Operation

- (a) Collection of Residential Refuse and Recyclable Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- (b) Collection of Commercial and Industrial Refuse shall take place according to individual agreement.

4.02 Routes of Collection

- (a) Residential Unit collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.
- (b) Commercial and Industrial Unit collection routes shall be established by the Contractor at its sole discretion.

4.03 Holidays — The following shall be holidays for purposes of this Contract:

New Year's Day

Thanksgiving Day

Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at Residential Units at least once per week.

- 4.04 Complaints — All complaints shall be made directly to the City for Residential Units, which will in turn be relayed to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall arrange for the collection of their Garbage not collected within 24 hours after the complaint is received. Notwithstanding the foregoing, the City may receive and act upon complaints as deemed appropriate. Contractor will field complaints directly from Commercial and Industrial Units, and shall provide a report of all complaints and resolutions to the City on a monthly basis.
- 4.05 Collection Equipment — The Contractor shall provide an adequate number of new or currently maintained used vehicles meeting standards and inspection requirements as set forth by the laws of the State of Texas for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06 Office — The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 A.M. to 5:00 P.M. on regular collection days.
- 4.07 Hauling — All Solid Waste and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.08 Disposal — All solid Waste collected for disposal by the Contractor shall be hauled to a Disposal Site chosen by the Contractor,
- 4.09 Delivery — All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a recyclables processing facility of the Contractor's choice, The charge for delivery to the facility shall be included in the rate set forth in the prices established for recycling service.
- 4.10 Notification — The Contractor shall notify all Residential Producers at Service Units about complaint procedures, rates, regulations, and day(s) for scheduled Solid Waste collection. The Contractor shall notify all Commercial Producers at Service Units about complaint procedures, rates, regulations, and day(s) for scheduled Solid Waste collection.
- 4.11 Point of Contact — All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or his designee and by the City to the General Manager or Operations Manager.
- 4.12 Litter or Spillage — The Contractor shall not litter premises in the process of making collections, but it shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spillage or blowing is prevented. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4.13 Missed Service Penalties. The Contractor understands and agrees that the City may impose the following penalties for missed service for the duration of the initial term as well as any subsequent renewals:

Penalty Schedule	
Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect successful Applicant caused spillage	\$100 each incident to a maximum of \$500 per truck per day
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or recycling are not collected	\$100 per incident
Days incomplete. Days are not completed if more than four blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Apartment Complexes Containers to new participating locations within (5) business days of the receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within (5) business days of notification	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts back at customer original set out location	\$500 for over 50 incidents per month

5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications shall govern the obligations of the Contractor when there exists a conflict with ordinances of the City on the subject.

6.0 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin no later than January 1, 2020.

7.0 NON-DISCRIMINATION

This Contract shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 INDEMNIFICATION; RELEASE

8.01 Indemnification.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with willful misconduct of Contractor and/or to the extent of the negligent work done by the Contractor under this contract.

8.02 Release.

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with willful misconduct of Contractor and/or the Contractor's negligent work performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance.

9.0 LICENSES 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 and by the State.

10.0 TERM

The initial term of service shall be three (3) years beginning on the date on which Contractor commences performance of Solid Waste and Recycle collection services ("Initial Term"), with up to two (2) additional renewal terms of two (2) years each a ("Renewal Term"). Either party may give written notice of non-renewal by U.S. certified or registered mail, postage pre-paid and return receipt requested, to the other party not more than one hundred eighty days nor less than thirty days prior to the expiration of the Initial term or any Renewal term. Contractor shall provide a courtesy notice not less than one hundred eighty days prior of the end of the Initial or Renewal term.

11.0 INSURANCE; PERFORMANCE BOND

11.01 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Commercial General Liability and Excess Liability Insurance, including contractual liability coverage applicable to the indemnity provided in Section 8.0. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are In force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

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

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automotive Liability	\$2,000,000 combined single limit
(5) Excess Liability Insurance	\$5,000,000 Each Occurrence

The failure of the Contractor to keep and maintain such insurance in place at all times with an insurance company or companies approved by the City shall constitute a default by Contractor. As an alternative to the above, Contractor may insure the above coverages under a plan of self-insurance provided by the Contractor's parent

corporation, upon documentation and confirmation of that self-insurance coverage with the City.

11.02 Performance Bond

The Contractor will furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond must be in an amount equal to \$1,138,000 to be renewed on an annual basis. The Contractor shall pay premiums for the bonds described above. 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 with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

12.0 BASIS AND METHOD OF PAYMENT

12.01 Collection and Disposal Rates and charges for the collection services required to be performed pursuant to Sections 3.01 and 3.02 shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 12.03, or as otherwise approved by the City Council of City.

12.02 For special collection provided by the Contractor pursuant to Section 3.01(c), the charges are to be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

The Refuse collection charges for service referenced in Sections 3.01(a)-(b)-(c)-(d) shall include all disposal costs.

The Recycling collection charges provided by Section 3.02 shall include all costs of delivery to a Recyclable Materials Processing Facility or end-user and shall be modified as set forth in Section 3.02.

12.03 Modifications to Rates.

12.03.1 Contractor agrees to maintain the rates and fees charged to all customers for at least one year; for the second and subsequent years of the term or any extensions, Contractor may pass through and the customers shall pay to City any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in the Consumer Price Index and material changes in cost of operations, (not to exceed 5% per year), and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes) that have been presented to and approved by the City Council.

12.03.2 Intentionally omitted

12.03.3 Intentionally omitted

12.03.4 Notwithstanding Sections 12.03.1 and 12.03.2 above, the City Council of the City may review any proposed rate increase or rate increase. In any event the City shall not unreasonably deny any proposed rate increase by Contractor. If, after a preliminary review and opportunity for the

Contractor to be heard, the City Council finds that any changes in the Consumer Price Index do not reasonably reflect the increased cost of solid waste services in the City, the City Council may cause such study and review as it finds appropriate, hold one or more hearings after giving notice to the Contractor and modify, amend or otherwise establish the rates for services to be provided during the applicable calendar year by Contractor pursuant to this Agreement.

12.04 City to Act as Collector — The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including such accounts that are delinquent. The Contractor shall submit statements to and collect from all Commercial, Industrial, Institutional and Multi-Family Units for services provided pursuant to Section 3.01(b) and Section 3.01(c).

12.05 Delinquent and Closed Accounts

12.05.1 The Contractor shall discontinue collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. To the extent the City is legally authorized by law, the City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

12.05.2 The Contractor shall have the right to discontinue collection service at any Commercial, Industrial, Institutional or Multi-Family Unit more than thirty (30) days delinquent in its payments.

12.06 Contractor Billings to City — The Contractor shall bill the City for service rendered to Residential Units based upon a count provided by the City no later than the last business day of the current month. Service Provider shall bill Manor monthly in arrears (for the immediately preceding month's services). City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service.

12.07 Franchise Fee to City — The Contractor shall pay a license, permit, and franchise fee to the City, during the initial and any extended term of this Contract, equal to ten percent (10%) of its gross receipts for collections for Commercial, Industrial, Institutional or Multi-Family, as well as for Recycling and Construction Debris. Such franchise fee shall be paid to the City by the Contractor quarterly in arrears, on or before the twentieth (20th) calendar day after the end of each calendar quarter. For the purposes of this Contract, the four calendar quarters shall, respectively, end on the last day of March, June, September and December each year. The Contractor shall provide such documents as requested by the City to support such quarterly payment amount.

12.08 Audit — The City may request and be provided with an audit of actual expenses to validate any request in rates that in the City's opinion appears to be unusual or to not be supported by data provided by Contractor. Such audits shall be furnished to the City prior to any additional payment made by the City as requested by the Contractor. The City must request the audit within at any time, but not more than once per calendar year.

13.0 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

14.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Solid Waste Collection and Disposal and Recycling Services within the corporate limits and the adjacent subdivision of Shadowglen for and on behalf of the City to the Producers including temporary and permanent roll off container services. The Producer or a third party may collect and haul small volumes of recyclable materials, yard waste, remodeling debris or bulky waste in trucks or rubber tired trailers that do not exceed ten (10) cubic yards in volume, without being an infringement upon the exclusive franchise, license and privilege granted to the Contractor by this Contract. Scrap metal that is normally bulky in nature and collected and delivered to a scrap metal recycles is not within the exclusivity of this franchise, license and privilege granted to the Contractor by this Contract. The City shall, however, have full discretion and authority with respect to contracting for or otherwise providing for the clean-up, removal and disposal of debris and rubbish resulting from a storm or other Act of God.

15.0 OWNERSHIP

Title to Solid Waste and Recycling Materials shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to and liability for any Excluded Waste shall remain with City. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

16.0 TERMINATION OF CONTRACT

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this Contract by reason of an Act of God (Force Majeure), an act of legislature hereinafter passed, or by act of City Council, or by reason of change in the Charter of the City, or by reason of a final order by a court of record in proceedings not instituted by or acquiesced in by negligence upon the Contractor, the Contractor shall not be liable for damages arising solely out of such impossibility. The Contract shall be terminated and the Contractor shall recover from the City, payment for all services rendered prior to the date of termination of the Contract.

17.0 DISCONTINUED SERVICE AND OTHER BREACHES OF THE CONTRACT

17.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract or demonstrated a good faith effort to cure the problem and/or has explained in writing to the City why the situation

cannot be cured, and City notifies Contractor in writing of such termination action within 10 days following such cure period. The City will not unreasonably withhold approval of an adjustment to the Contract that eliminates the circumstances that cause or substantially contribute to the alleged breach. If the City determines to cancel the Contract for breach, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, if the event such termination occurs during the initial or any extended term of this Contract, City may procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial or extended term of the Contract. Except for such right during the initial and any extended term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

17.02. In the event of a failure by the City to perform any material provision of this contract, the contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if the City has not adequately corrected such breach in accordance with this Contract or demonstrated a good faith effort to cure the problem and/or has explained to the Contractor in writing why the situation cannot be cured, and Contractor notifies City in writing of such termination action within 10 days following such cure period. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

17.03. Force Majeure – Acts of God.

The performance of this Contract may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party.

17.04. Rights of the City. Notwithstanding any other term, condition or provision of this Contract:

(a) If the City Council finds, after notice and hearing held at any time after any previous opportunity to cure, that Contractor has breached this Contract or is providing an inadequate quality of service, the City Council may terminate this Contract.

(b) The City Council shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include the contract fees and charges payable to the Contractor, a fee

established by the City Council for the cost of billing and accounting for such services, and any other reasonably related fees and charges,

(c) The City Council shall have the power and authority to regulate any fees and charges established or imposed by the Contractor within the City for any garbage or solid waste collection and disposal services provided and for which the rates are not established pursuant to this Contract.

18.0 CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from contractor's handling of the equipment). City and its residents shall use the equipment only for its intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City or the City's residents, employees, agents, suppliers or guests.

19.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification from the City provide solid waste collection and disposal and recycling services of the same frequency and quality required by the Contract to newly developed areas within the City and areas in which the City has, by easement or contract, the right to provide solid waste collection services. As new homes are constructed and occupied in any of the areas within the City, the Contractor shall, after proper notification by the City provide solid waste services as required by the Contract on the next scheduled day of collection following notification.

20.0 MISCELLANEOUS TERMS

- i. Contractor shall not be responsible for any damage to the driving surface of any city street resulting from the Contractor providing the services under this Contract.
- ii. Contractor may contract for services with third parties; provided that Contractor shall not provide for any third party or affiliate to collect or dispose of garbage or solid waste.
- iii. Contractor shall have no confidentiality obligation with respect to any waste materials or recyclable materials collected pursuant to this Contract.
- v. Except as specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City for breach of contract. This provision shall not be construed or applied to limit any claim for damages or any fines or penalties that may be or become applicable by reason of acts by the Contractor.
- vi. No intellectual property (IP) rights in any of Contractor's IP are granted to city under this contract.
- vii. This Contract shall be binding and inure solely to the benefit of the parties and their permitted assigns

- viii. If any provision of this Contract shall be invalid, illegal or unenforceable it shall be modified so as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties. If such modification is not possible, such provision will be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- ix. The failure of delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless in writing. Any waiver by either party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- x. This Contract shall be interpreted and governed by the Laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.
- xi. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Contract.
- xii. Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the TWRI represents that neither the TWRI nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- xiii. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, TWRI represents that neither the TWRI nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

CONTRACT

THIS CONTRACT, made and entered into this 30th day of December, 2019, by and between the City of Manor, Texas (hereinafter called the "City"), represented herewith by and through its City Manager, Thomas Bolt, and Waste Connections Lone Star, Inc., a Texas corporation qualified to do and actually doing business in the State of Texas (hereinafter called "Contractor"), herein represented by Gregory Hee, its Division Vice President.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and areas outside the City in which the City has easements over the streets and roads to provide solid waste services, or contract rights to provide such services as provided in and subject to the terms and conditions of the attached General Specifications, and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Solid Waste Collection, Disposal and Recycling Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - (a) The RFP and any Addenda issued, together with the Contractor's Response/Proposal by Contractor
 - (b) The attached General Specifications.
 - (c) Certificates of Insurance or Proof of Self Insurance By Parent Company.
 - (d) The attached Rates for Collection and Disposal of Refuse.
 - (e) This Instrument.
 - (f) Any addenda or changes to the foregoing documents agreed to by the parties subject hereto and approved by the governing body of the City.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This contract is entered into subject to the following conditions:

- a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies or proof of self-insurance by the parent company specified in, and required by, the Contract Documents.
- b. Neither the Contractor nor the City shall be liable for the failure to perform their duties (except for payment of monies due) if such failure to perform their duties is caused by a Force Majeure event as set out in the General Specifications.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
- d. Contractor shall at all times remain current in the payment to the City of all fees, charges and taxes that are now due and payable or that hereafter become due and payable to the City.

IN WITNESS WHERE, Thomas Bolt, City Manager of the City of Manor hereunto subscribed his name, and Gregory Hee, Division Vice President of Waste Connections Lone Star, Inc. has also hereunto subscribed his name on the days and dates set forth after their various signatures.

CITY OF MANOR

WASTE CONNECTIONS
LONESTAR, INC.

By: Thomas Bolt
Thomas Bolt, City Manager

By: Gregory Hee
Gregory Hee, Division Vice President

ATTEST:

Lluvia T. Almaraz
Lluvia T. Almaraz, City Secretary



EXHIBIT A

The following rates are base rates, which do not include franchise fees or administrative billing fees.

Residential Solid Waste and Recycling Collection Rate (90 - 95 gallon poly cart for solid waste and poly cart for recycle materials)	<u>\$15.62</u>
Additional solid waste poly cart	<u>\$7.00</u>
Additional recycling poly cart	<u>\$7.00</u>

For the solid waste services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
1 yard	One	<u>\$ 56.49</u>
2 yards	One	<u>\$ 56.49</u>
2 yards	Two	<u>\$112.97</u>
3 yards	One	<u>\$ 85.58</u>
3 yards	Two	<u>\$171.17</u>
4 yards	One	<u>\$ 91.29</u>
4 yards	Two	<u>\$178.01</u>
6 yards	One	<u>\$111.26</u>
6 yards	Two	<u>\$219.09</u>
8 yards	One	<u>\$134.65</u>
8 yards	Two	<u>\$264.74</u>
10 yards	One	<u>\$171.17</u>
10 yards	Two	<u>\$342.24</u>

For the recycle material services provided to Commercial, Industrial, Institutional, and Multi-Family sites the Applicant shall charge per month for each container utilized the following rates:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
1 yard	One	<u>\$ 56.49</u>
2 yards	One	<u>\$ 56.49</u>
2 yards	Two	<u>\$112.97</u>
3 yards	One	<u>\$ 85.58</u>
3 yards	Two	<u>\$171.17</u>
4 yards	One	<u>\$ 91.29</u>
4 yards	Two	<u>\$178.01</u>
6 yards	One	<u>\$111.26</u>
6 yards	Two	<u>\$219.09</u>
8 yards	One	<u>\$134.65</u>

