



CONTRACT FOR SOLID WASTE DISPOSAL SERVICES-LANDFILL
FOR THE CITY OF TEXARKANA, ARKANSAS

CONTRACT FOR WASTE DISPOSAL SERVICES LANDFILL

Whereas WASTE MANAGEMENT OF TEXAS, INC., a Texas corporation, acting by and through its Senior Account Executive, hereinafter called "Waste Management of Texas," and the City of Texarkana, Arkansas, acting by and through the duly authorized City Manager of said City, hereinafter called the "City," desire to enter into a Solid Waste Disposal Service Agreement (hereinafter called the "Contract"), and

Whereas the City is granted the authority to Contract, using competitive procurement methods, for the provision of solid waste disposal services pursuant to Arkansas Code Annotated 14-58-105, City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances, and/or other applicable law, and

Whereas the City requested proposals for such services and after advertisement, proposals were received and evaluated: and

Whereas, on April 1, 2024 the City Board of Directors in Resolution #2024-15, deemed it to be in the interest of the citizens of Texarkana, Arkansas that the proposal submitted by Sanitations Solutions be accepted:

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agrees as follows:

Article 1. Ordinance Authority

This Contract is made pursuant to City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances. All words and phrases contained herein shall be defined in accordance with said Ordinance except those words and phrases specifically defined in this Contract. All words and phrases not defined shall be given those meanings commonly ascribed to them by custom and usage.

Article 2. Scope of Services

Section 2.01 Term of Contract

The term of this Contract shall be for a period of five years commencing at midnight, May 1, 2024, and ending at midnight April 30, 2029 ("Contract Term"), unless otherwise extended, terminated, or cancelled in accordance with this Article.

Section 2.02 Extension of Contract Term

The initial five (5) year term of this contract shall automatically be extended for three additional one-year terms at the City's option unless either party notifies the other party in writing, not more than one hundred twenty (120) days, nor less than ninety (90) days prior to the expiration of the initial five (5) year term or of any successive one (1) year term, of intention to terminate this Contract. Any such written notice shall be served by certified mail, return receipt requested.

Article 3. Scope and Quality of Services

Section 3.01 Basic Service

The purpose of this Contract is to provide for a landfill for the disposal of all solid waste accumulated within the present and future corporate limits of the City of Texarkana, Arkansas, and it is the intent of the City to enter into this Contract with Waste Management of Texas for the disposal at said landfill of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Nothing contained herein shall require the City to utilize Waste Management of Texas for the disposal of all yard or vegetative waste collected within the City.

Section 3.02 Landfill Location

Waste Management of Texas will, at its landfill located in Blossom, Texas, County of Lamar provide for the disposal of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Sanitations Solutions agrees to operate its landfill in compliance with all applicable rules and regulations and in a manner consistent with proper health and sanitation methods.

Section 3.03 Operations

Waste Management of Texas shall, at its own cost and expense, provide all machinery, equipment, laborers, supervision, insurance and other accessories necessary to efficiently and properly dispose of all garbage, trash, refuse and other solid waste collected from within the city limits of the City and delivered to its landfill. Waste Management of Texas shall, at its own cost and expense, provide the site and maintenance of said site for disposal of said trash, garbage, refuse and other solid waste and said site shall be available for disposal of solid waste by any citizen and shall have the following minimum hours of operation, to-wit:

Monday - Friday	6:30 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 12:00 p.m.
Sunday	Closed
Holidays	Closed on New Year's Day, Thanksgiving Day, Christmas Day.

Section 3.04 Residential Waste

Licensed residential refuse collectors under Contract with City for residential waste collection may dispose of residential waste collected from Texarkana, Arkansas, residents at Contractor's landfill site at no cost to said residential refuse collectors. The term residential waste excludes dead animals (other than dogs and cats), large household appliances and furniture, tires, batteries, automobile parts, tree trunks or stumps (size defined by Sec. 22-1 of City Code) and construction or building materials.

Section 3.05 Residential Refuse Rate

City shall pay Waste Management of Texas the sum of Thirty-Three Dollars and Ninety-Four Cents (\$33.94) per ton for each ton of residential waste collected from residents of the City and delivered by the City or its licensed residential refuse collectors to Sanitation Solution's New Boston Landfill (being the landfill referenced herein) during the term of this Contract. Waste Management of Texas shall install and thereafter maintain accurate weight scales, capable of accommodating waste hauling vehicles, at its landfill within 6 months of Contract execution and will keep accurate records of the amount of said residential waste delivered by licensed residential refuse collectors to said landfill and will allow said

records to be inspected by a City representative. Waste Management of Texas shall bill for periods covering the 26th day of each month through the 25th day of the next month and said billing shall be mailed by Waste Management of Texas to City by last day of each month. Waste Management of Texas shall provide City with copies of weight tickets and summary sheet concerning weight tickets with each monthly billing. Fees due Contractor shall be paid by the 15th day of each month following the mailing of said billing. It is understood and agreed that the billing for the month of May 2024, will only cover the period of May 1, 2024, through May 25, 2024.

Section 3.06 Residential Historical Average

The City’s historical residential solid waste average is 10,082 tons per year (840.17 tons per month) for monitoring purposes. Operator shall ensure only residential waste is billed to the City. At such time that this average starts to exceed historically average Operator shall notify the City immediately. Monthly tonnage reports shall be provided in the form reasonably requested by the City.

Section 3.07 Commercial Waste.

Commercial Waste is to be charged to licensed commercial refuse collectors separate from the City. Waste Management of Texas shall create separate residential and commercial accounts. The commercial accounts shall be the sole responsibility of each licensed hauler and not be comingled with the City’s residential waste.

Section 3.08 Commercial Hauler Fees

Commercial refuse haulers servicing accounts within the City limits of Texarkana, Arkansas will be charged \$33.94 per ton (residential solid waste, trash and rubbish) and \$36.94 per ton (tire and street sweepings disposal fees, however, are set out in Section 10.01 below) for disposal of waste by Waste Management of Texas at the landfill. Commercial refuse haulers are defined as those (other than licensed residential collectors under residential collection contract with the City) who pickup, collect, carry, transfer or in any way handle solid waste material from a commercial business located within the city limits of the City. The fee for terms applicable to disposal of garbage, trash, refuse or other solid waste by residential or commercial refuse haulers from another city, county or outside the City limits at Waste Management of Texas’ landfill is not within the scope of this Contract. All disposal fees charged by Waste Management of Texas pursuant to this Contract shall be collected by and belong to Waste Management of Texas.

Article 4. Insurance

Section 4.01 Workers’ Compensation, Public Liability and Property Damage Insurance

Waste Management of Texas shall assume and be liable for all blame and loss of whatsoever nature by reason of its violation of any Federal, state, county or local laws, regulations, or ordinances by Waste Management of Texas; Waste Management of Texas shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Waste Management of Texas’ Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

Waste Management of Texas shall maintain such insurance as will protect Waste Management of Texas from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract,

whether such operations be by or on behalf of Waste Management of Texas, or any employee, officer, agent, or contractor of the same.

Section 4.02 Liability Insurance Requirements

Waste Management of Texas shall carry the type of insurance hereafter set out and policies or certificates of insurance showing such coverages shall be deposited with the City Clerk at the time of the execution of this Contract, to-wit:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,00,000 per occurrence and \$2,000,000 aggregate.

Workmen’s Compensation insurance covering all employees of Contractor engaged in the execution of landfill operations.

Section 4.03 Inclusion of City as Named Insured

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Texarkana, 216 Walnut Street, Texarkana, AR 71854**. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Section 4.04 Subcontracts

Waste Management of Texas will not be allowed to subcontract work under this Contract unless written approval is granted by the City. Waste Management of Texas, as approved, shall be bound by the conditions of the Contract between the City and the Proposer. The authorization of a Subcontractor is to perform in accordance with all terms of the Contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to Waste Management of Texas. All directions given to the Subcontractor in the field shall bind Waste Management of Texas as if the notice had been given directly to Waste Management of Texas.

All subcontractors performing work under this Contract must furnish to the City a copy of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage.

Section 4.05 Loss of Insurance Coverage

Should Waste Management of Texas or any subcontractors fail to keep such insurance policies paid and in a current status then such failure shall be grounds of cancellation of this Contract. All insurance policies shall be subject to the approval of the City.

Article 5. Compliance with Laws

Section 5.01 State and Federal Law Regulations

Waste Management of Texas agrees to abide by the terms of all State and Federal laws and regulations in the performance of this Contract. Waste Management of Texas further agrees that it shall be responsible

to the City Manager of the City or the designated representative of the City Manager in carrying out the terms and conditions of this Contract.

Should any State or Federal laws or regulations make performance impracticable or impossible then the parties are relieved from any future performance or obligation.

Section 5.02 Equal Employment Opportunity

During the performance of this Contract, the Waste Management of Texas agrees as follows:

Waste Management of Texas will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. Sanitations Solutions will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Waste Management of Texas agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

Waste Management of Texas will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of Waste Management of Texas noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and Waste Management of Texas may be declared ineligible for further City Contracts.

Waste Management of Texas will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

Section 5.03 Alterations or Modifications

This Contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this Contract shall be made only by written agreement between Waste Management of Texas and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

Article 6. Right to Audit Records

Section 6.01 Books and Records Related to the Performance of Contract

The City shall be entitled to audit the books and records of Waste Management of Texas or any subcontractor to the extent that such books and records relate to the performance of this Contract or subcontract (including, without limitation, all billing records and weight records or tickets). Such books and records shall be maintained by Waste Management of Texas for a period of five (5) years following the termination of the Contract or subcontract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

Article 7. Performance

Section 7.01 Hold Harmless

It is hereby expressly understood and agreed that Waste Management of Texas shall perform the terms and conditions of this Contract as an independent Contractor and will at all times hold the City harmless from any claims or damages that might grow out of Waste Management of Texas performance of this Contract.

Section 7.02 Dissemination of Information

During the term of the contract, Waste Management of Texas, unless required by applicable law or valid court order, may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

Section 7.03 Permits/Licenses

Waste Management of Texas shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. Waste Management of Texas shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

Section 7.04 General Health and Welfare of the Citizens

It is further understood and agreed by the City and Waste Management of Texas that the Board Directors of the City has determined that the general health and welfare of the citizens of City can only be served by a strict observance the terms and conditions of this Contract and the efficient disposal of garbage, trash and solid waste accumulated within the city limits and to this end that this Contract is entered into by and between the parties.

Section 7.05 Failure to Fulfill the Terms and Conditions of Contract

It is further understood and agreed that the failure of Waste Management of Texas to fulfill the terms and conditions imposed on it under the terms of this Contract will authorize the City to cancel this Contract if said failure continues for thirty (30) days after written notice by certified mail return receipt requested, of default to Waste Management of Texas by the City.

Section 7.06 Notice of Rates and Hours of Operations

Waste Management of Texas shall erect a sign at the entry of its landfill site which will contain information concerning disposal rates/charges, hours of operation and other general information pertinent to the operation of said Landfill site.

Article 8. Title to Waste

Section 8.01 Vested

Title to all waste shall be vested in Waste Management of Texas upon being placed on its disposal site.

Section 8.02 Nonoperation of Landfill

During the term of this Contract and its extension terms the City will not operate a landfill. During the term of this Contract and its extensions the City will require all residential and commercial refuse haulers collecting waste within the corporate limits of the City to deliver said waste to Waste Management of Texas' landfill.

Section 8.03 Excluded Waste

Notwithstanding anything in this Contract to the contrary, Waste Management of Texas shall not be required to dispose of any hazardous waste, as defined by the United States Environmental Protection Agency or any state agency having jurisdiction over the landfill, hot ashes, explosive substances, radioactive materials, drugs, poisons, dead animals larger than dogs and cats, tires, batteries, automobile parts, medical waste or refuse from any place where highly infectious or contagious disease has prevailed.

Section 8.04 Dead Animals

Waste Management of Texas shall allow the City's residential and commercial haulers to dispose of small dead animals (dogs and cats) at its landfill however, Waste Management of Texas shall not charge the City a disposal fee concerning said small dead animals. City shall keep accurate records of the number of small dead animals disposed of by residential and commercial haulers and furnish such records to Waste Management of Texas.

Article 9. Assignment

Section 9.01 Assignment of Interest

Waste Management of Texas shall not assign its interest under this Contract without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Such withholding or delay would only be reasonable if the proposed assignee was not qualified to provide the services herein. In the event of any assignment approved in writing by the City then the assignee of Waste Management of Texas shall assume all obligations of Waste Management of Texas under the terms of this Contract.

Section 9.02 Successors and Assigns

This Contract binds and inures to the benefit of Waste Management of Texas and the City and their respective successors and assigns.

Section 9.03 Records and Audits

Successors and assignees shall permit the authorized representatives of the City to inspect and audit all data and records of relating to performance under this Contract. Successors and assignees shall be notified in advance of the identity of the authorized representatives. The periods of access and examination described above for records which related to (1) appeals of disputes of this Contract; or (2) litigation of the settlement of claims arising out of this Contract, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Article 10. Rate Adjustments

Section 10.01 Fees Due

Fees due Waste Management of Texas is set at \$33.94 per ton inclusive of all fees and fuel surcharges for the first year (1 Year) of the Contract; provided, however, the rate (inclusive of all fees and fuel

surcharges) for tires shall be \$36.94 per ton and for street sweepings \$36.94 per ton), as set forth on the attached Addendum A. Rate shall increase annually based on the Consumer Price Index for all Materials published in November of each year. CPI rate shall not exceed 3% each year, if the consumer price index is lower than 3%, rate increase shall reflect the lower percentage rate.

Provided, the inclusive fee would not include any foreseen change of law or regulation as it relates to the landfill and any such change hereafter would be passed through to the city, and, it is specifically noted that this does not apply to fuel taxes, wages or any other similar expenses but only to change of law or regulation regarding the landfill.

The parties, to the extent permitted by applicable law, reserve the right to negotiate as to rates for any extension term; provided, however, in no event shall any rate change be effective unless and until agreed to in writing, signed by and on behalf of the City and Waste Management of Texas.

Article 11. Entire Agreement

Section 11.01 Choice of Law

This agreement shall be governed by the laws of the State of Arkansas, and, in the event of litigation with respect to this agreement or any of its terms, venue shall rest in Miller County, Arkansas.

Section 11.02 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this agreement as if never contained herein and the remainder of the Contract shall remain enforceable. In the event the City is ordered by a court to dispose of its solid waste at a landfill other than the landfill being used by Waste Management of Texas, the City, at its option, will be relieved of its obligation under this Contract so long as such court order is in effect to dispose of its waste at Waste Management of Texas landfill and pay the consideration therefore provided that the City pursues in good faith whatever legal remedies it has to challenge such court order.

Section 11.03 Attorney Fees.

If either the City or Waste Management of Texas institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.

Section 11.04 Entire Agreement

This Contract supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding unless in writing signed by all the Parties

Section 11.05 Amendment

This Contract may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Contract. If the City refuses to amend the Contract in accordance with this section, such action shall be considered a breach of this Contract and Waste Management of Texas may terminate the Contract.

Section 11.06 Incorporation of Schedules

Appendix A is hereby expressly incorporated within this Contract as though written and contained directly within the text of this Contract.

Section 11.07 Termination

The City shall have the right to terminate this Contract or a part thereof, without further obligation hereunder in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the Contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. Waste Management of Texas is not performing its duties hereunder.
- D. Waste Management of Texas refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. Waste Management of Texas is unnecessarily or willfully delaying the performance or completion of its duties hereunder.
- F. Waste Management of Texas refuses to proceed with work when and as directed by the City.
- G. Waste Management of Texas abandons the work.

No termination or cancellation of this Contract shall be deemed to be an election or remedies or waive any rights of the City arising from or relating to any failure or refusal of Waste Management of Texas to perform its obligations hereunder. The City shall allow Waste Management of Texas ninety (90) days to cure any discrepancies related to the performance of this contract. In the event that the City terminates this Contract in accordance with this Section or other provision of this Contract allowing for termination or cancellation by the City, the City shall use good faith to give at least thirty (30) days written notice of the same to Waste Management of Texas; unless circumstances require an earlier termination or cancellation date in the reasonable determination of the City in order to avoid disruption of services to its citizens (for example, but not limited to, in the event of abandonment of duties by Waste Management of Texas).

Section 11.08 Cancellation

In the event Waste Management of Texas cancels this Contract for failure of the City to perform its duties hereunder, it will notify the City in writing and will continue to provide disposal services in accordance with the terms of this Contract for ninety (90) days from the date of such notice. In no event shall failure or refusal of any refuse hauler to pay amounts owed or claimed to be owed to Sanitation Services for disposal of waste from outside of the city limits of the City constitute basis for termination of this Contract by Sanitation Services. Furthermore, in no event shall failure or refusal of a commercial refuse hauler to pay amounts owed to Waste Management of Texas for disposal of commercial waste from within the city limits of the City constitute basis for termination of this Contract by Waste Management of Texas; provided, however, in such event, (i) Waste Management of Texas may, upon thirty (30) days written notice to the City, refuse to accept commercial waste from a commercial refuse hauler that has failed or refused to pay amounts claimed to owed, and (ii) such refusal shall not constitute default by Waste Management of Texas.

Section 11.09 Notice

Whenever the Contract requires written notice to be provide such notice should be delivered by U.S. mail or hand delivery to the following addresses:

Notice to the City:

City Manager
City of Texarkana, Arkansas
P.O. Box 2711
Texarkana, Arkansas 75504

Notice to Waste Management of Texas, Inc.

Senior Account Executive
Waste Management of Texas
520 E Corporate Dr, Suite 100
Lewisville, TX 75057

Witness the execution hereof in duplicate, this ___ day of _____, _____.

CITY OF TEXARKANA, ARKANSAS

By:

Robert Thompson,
City Manager
City of Texarkana, Arkansas

Signature

By:

Ryan Frazier,
Senior Account Executive
Waste Management of Texas, Inc.

Signature

Attachment A: Pricing Sheet – New Boston Landfill Site

Throughout the five-year Contract period, Waste Management of Texas is hereby authorized to charge fees for disposal services provided in the submitted RFP as follows:

<u>Cost Basis</u>	<u>Disposal Charge</u>
Per Ton Compacted	\$33.94
Per ton Uncompacted	\$33.94
Per Ton (Tires)	\$36.94
Per Ton (Street Sweepings)	\$36.94

Attachment B: Proposal Submittal

See attached proposal from Waste Management of Texas Inc.