

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the ___ day of ___, 2021, between the **Universal City, Texas** ("City"), acting by and through its duly authorized signatory, and **Waste Management of Texas, Inc.** ("Contractor"), a Texas corporation, acting by and through its duly authorized representative. The City and Contractor may each be referred to individually as "party", and may collectively be referred to as "parties".

WITNESSETH:

WHEREAS, under Chapters 363 and 364 of the Texas Health and Safety Code, the City is authorized to enter into contracts to enable it to furnish or receive solid waste management services on the terms considered appropriate by the city council and to fund solid waste management services by various means; and

WHEREAS, the City desires for the services provided herein be provided to all persons in its jurisdiction, ensuring the equitable treatment of all parties who contract with the City for solid waste management services from all or any part of the City; and

WHEREAS, the City desires to grant to Contractor the exclusive right to continue operating and maintaining the service of collection, transportation, and disposal of residential, commercial and industrial waste, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to continue operating and maintaining the service of collection and transportation of residential garbage and trash, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, the City has negotiated in good faith with the Contractor for the services provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. **DEFINITIONS:**

- 1.01. **At Your Door (AYD) Program:** A special collection service provided by Contractor or its affiliate to residents for the collection of difficult, sometimes hazardous and hard-to-recycle items generated by a household. The Program and its requirements are set forth in Schedule C attached hereto.
- 1.02. **Bag:** A plastic sack no more than 33 gallons in size designed to store Waste with sufficient wall strength to maintain physical integrity when lifted by the top to which a Customer may affix a Pink Tag and place curbside for collection.

- 1.03. **Brush:** Tree, shrub, grass, brush trimmings, leaves, limbs, shrubbery and other yard waste and green material securely tied together to form an easily handled bundle or placed in that is generated by or at Residential Unit Customer locations and placed curbside for collection. Limbs shall not exceed four feet (4') in length or six inches (6") in diameter.
- 1.04. **Bulk Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. Curbside Collection of Bulk Waste is excluded from this Agreement.
- 1.05. **City:** The City of Universal City, Texas.
- 1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, multi-family dwellings within the service area of the City occupied by a person, group of persons comprising of five or more families, and related facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.07. **Commercial Waste:** All Garbage, Waste, and Rubbish generated by a Commercial Unit, excluding Unacceptable Waste.
- 1.08. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.09. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.10. **Contractor:** Waste Management of Texas, Inc.
- 1.11. **Customer:** The owner or tenant of a Residential Unit, Industrial Unit, or Commercial Unit located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.12. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.13. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.

- 1.14. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.15. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.16. **Hazardous Waste:** Any material or waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.17. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, temporary construction sites, and other premises, locations or entities, public or private, within the corporate limits of the City.
- 1.18. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry, manufacturing, construction, demolition, mining or agricultural operations. Industrial Waste includes Construction Debris but excludes Unacceptable Waste.
- 1.19. **Light Commercial Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Garbage, Rubbish, and Refuse per week, excluding Unacceptable Waste.
- 1.20. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.21. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables.
- 1.22. **Pink Tag:** A tag or adhesive sticker developed, produced, and sold by the City to Residential Customers to affix on to a bag into which Waste has been deposited and then the bag has been placed curbside for Contractor to collect on that resident's regular collection day.
- 1.23. **Polycart:** A Contractor owned rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste or recyclables collection systems, and having a tight-fitting lid capable of

preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycart is provided to a Residential Unit or Light Commercial Unit for the deposit of Waste and/or Recyclable Materials.

- 1.24. **Recyclable Materials or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.25. **Residential Unit:** A residential dwelling, such as a home, townhouse or condominium unit, within the service area of the City occupied by a person or group of persons comprising not more than four single-family units and serviced through the collection of Polycarts. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.26. **Residential Waste:** All Garbage, Rubbish and Waste generated by a Customer at a Residential Unit, excluding Unacceptable Waste and Construction Debris generated by the owner, occupant or a Third-Party Provider.
- 1.27. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, wood shavings, furniture, rubber, plastics, yard trimmings, leaves, brush or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.28. **Single Stream Materials:** means all materials deposited by a Customer in the Customer's Recycling Cart, including any Recyclables and Non-Recyclables.
- 1.29. **Solid Waste or Waste:** Non-hazardous solid waste generated by a Customer at a Residential Unit to be collected by Contractor under this Agreement. Solid Waste excludes Unacceptable Waste and Construction Debris.
- 1.30. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste,

(E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste".

- 1.31. **Third-Party Provider:** A commercial business enterprise or third party that provides any type of services to Residential Units or construction sites.
- 1.32. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
- 1.33. **Unusual Accumulations or Overage:** As to Residential Units, any Waste placed curbside for collection or placed outside, on top of or sticking out of a Polycart, other than Bags with a Pink Tag affixed to them. As to Commercial Units and Industrial Units, (i) any Waste or other material placed on top of or located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service or (ii) in excess of the applicable weight limits or intended capacity such that the lid will not completely close.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste from Residential Units, collection of Commercial and Industrial Waste from Commercial and Industrial Units and Construction Debris generated at Residential, Commercial, or Industrial Units, including commercial or industrial temporary construction sites subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City.

3. **TERM:**

The term of this Agreement shall be a period of five (5) years, commencing on August __, 2021 (“Commencement Date”) and concluding on _____, 2026. The term of this Agreement shall automatically extend without further action of the parties for an additional term of five (5) years, unless not less than ninety (90) days before the termination of the term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on **Schedule “A”** (“Base Rates”) attached hereto and incorporated herein by reference upon the Commencement Date of this Agreement. The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01. **Residential Collection:** For those Residential Unit Customers that Contractor has not already provided a Waste Polycart and a Recycling Polycart, if any, Contractor agrees to provide Polycarts to those Customers by _____. A Residential Unit Customer may request an additional Polycart and Contractor must provide an additional Cart at the rate set forth in Schedule A. A Residential Unit Customer may purchase a Pink Tag from the City and affix the Pink Tag to a Bag of Waste. Contractor will collect properly placed Bags that have a Pink Tag affixed thereto on the Residential Unit Customer’s regular collection day.

- (a) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit’s Waste Polycart two times per week, but not less than three days between collection times within the same week. The Contractor shall not be obligated to collect any Waste not properly contained in the Customer’s Waste Polycart.
- (b) Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not using the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement. Any Waste or Bulky Waste generated by a owner or tenant, or a Third-Party Provider is Commercial Waste and Contractor has no obligation to collect those materials.

5.02 **Brush Collection:** Contractor shall provide a twice per year collection service in the months of October and April to Residential Units for collection of Brush. Contractor agrees to collect up to, but not to exceed, a total of six (6) cubic yards of Brush from each Residential Unit. Contractor shall have no obligation to collect any Brush in excess of the above volume, Brush shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

Collection of Curbside Residential Unit Bulky Waste is not included in this Agreement.

Construction Debris generated by a Third-Party Provider hired by a Residential Unit Customer and generated and/or located at that Residential Unit is considered and shall be treated as Commercial Waste.

5.03 **Residential Door-to-Truck Service:** Contractor will provide, at no cost to the City or the Residential Customer, Residential Door-To-Truck waste collection for up to 20 Residential Customers that the City determines have demonstrated a need or hardship necessitating this special service. The City has sole responsibility for determining which Residential Unit Customers qualify for this special service. The City will provide Contractor with a complete list of qualifying Customers’ addresses each time a modification is made. Door-to-Truck collection service means the Customer places their Waste Polycart near their garage or carport rather than curbside. Contractor may refuse to provide this service if the location of the Polycart exceeds 150 feet from the curb line or edge of pavement and no such service will be provided for Bulky Waste or Brush collection.

5.04 **Residential Recyclables Collection:**

(a) Contractor shall collect Residential Unit Recyclables once per week, per an agreed upon schedule with the City. Residential Unit Customers must place all Recyclables into the Recycling Cart. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) **Recyclables Specifications:** The following are Recyclables that Customers may deposit into the Recyclables Carts. To be acceptable, the Recyclables must be dry, loose (not bagged), unshredded, empty and include only the following:

| | |
|--|--|
| Aluminum cans | Newspaper |
| PET bottles with the symbol #1 – with screw tops only | Mail |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| PP plastic bottles and tubs with symbol # 5 - empty | Uncoated printing, writing and office paper |
| Steel and tin cans | Old corrugated containers/cardboard (uncoated) |
| Glass food and beverage containers – brown, clear, or green | Magazines, glossy inserts and pamphlets |

Non-Recyclables include, but are not limited to, the following:

| | |
|--|--|
| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
| Porcelain and ceramics | Light bulbs, Mirrors |
| Window or auto glass | Coated cardboard |
| Soiled paper, including paper plates, cups and pizza boxes | Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils |
| Expanded polystyrene | Coat hangers |
| Glass and metal cookware/bakeware | Household appliances and electronics |

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| Hoses, cords, wires | Yard waste, construction debris, and wood |
| Flexible plastic or film packaging and multi-laminated materials | Needles, syringes, IV bags or other medical supplies |
| Food waste and liquids, containers containing such items | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |
| Excluded Materials or containers which contained Excluded Materials | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension | Propane tanks, batteries |
| Cartons | Aseptic Containers |

(c) **Delivery Specifications.** Residential Unit Customers shall deposit only the Recyclables listed above into their Recyclables Carts. If a load of material does not meet these specifications, the Recycling Facility may reject the load and the City may be charged for the resulting transportation, handling, and disposal costs for the Non-Recyclables. The Recycling Facility or Contractor has the right to dispose of all residue, contamination, and Non-Recyclables resulting from or remaining after the processing of the materials collected from the Recyclables Carts under this Agreement. The City acknowledges that Contractor may face unforeseen charges or increases based on the recycling market, the quality of the materials collected within the City, and/or uncontrollable circumstances, including without limitation, changes in law, and the City agrees to pay these charges so long as Contractor provides the City with written documentation explaining or justifying the increase prior to the City's payment.

(d) **Recycling Market Changes:** The market for Recyclables continues to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, Contractor and/or the Recycling Facility reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests or demands from the Recycling Facility, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, and Contractor will provide written notice to the City of those changes. The Recycling Facility reserves the right to dispose of particular Recyclables when no reasonable commercial market exists for a commodity. In the event that a change in applicable law or a material change in market conditions that has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties may agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

5.05 **Carts/Polycarts/Placement:**

- (i) Contractor agrees to provide one (1) Waste Polycart and (1) Recycling Polycart to each Residential Unit for the deposit of Waste and Recyclables. The Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travelled portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid

Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

- (ii) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded or whose lid cannot fully close, or (iii) a Polycart that is not properly placed curbside. Contractor shall have no obligation to collect Unusual Accumulations/Overage and may charge for the collection of same so long as Contractor provides a digital image or photograph of the Overage to the Residential Unit Customer upon request.
- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. If a Cart is damaged beyond repair, the Contractor must provide a replacement Cart to the Residential Unit location at no charge. Any Cart removed from, lost or missing from a Customer location may be deemed lost, and Contractor must provide a replacement Cart at a cost of \$70.00 per Cart to the City. The City may pass through the Contractor's replacement Cart charge to the Residential Unit Customer at the City's option.

5.06. **Residential Household Special Waste Collection Program**: Contractor agrees to provide a residential household hazardous waste collection service pursuant to the terms set forth in **Schedule C**, the At-Your-Door Program.

5.07. **Commercial and Industrial Unit Collection**: Contractor shall have the exclusive right to collect and transport Commercial Waste from the Commercial Units and Industrial Waste from the Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested and agreed to between the Customer and Contractor. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial or Industrial Unit Customers to enter individual contracts with Contractor, subject to the terms of this Agreement. If additional Roll Off Bins, Compactors, Dumpsters or collection services are needed by Commercial or Industrial Unit Customers beyond what Contractor can provide, the City and Contractor, upon mutual written agreement, may allow Contractor to use a third party to assist Contractor in providing the needed waste equipment or services hereunder on a temporary basis.

5.08. **Unusual Accumulations Collection/Overage**: Contractor shall have no obligation to collect Unusual Accumulations/Overage and may charge for the collection of same so long as Contractor provides a digital image or photograph of the Overage to the Commercial or Industrial Unit Customer upon request.

5.09. **Unacceptable Waste**: Contractor shall not be obligated to collect any Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such

material.

5.10 **Services Provided to City or City Facilities:**

- (i) The Contractor will provide, at no charge, Waste collection services two times per week, but not less than three days between collection times within the same week, at the City facilities listed in **Schedule B**. The Waste containers provided at each City facility will be of the size and type appropriate to the volume and characteristics of the Waste and as set forth in Schedule B. Additional or new City facilities or buildings will only be serviced by Contractor at no charge upon the mutual written agreement of both parties.
- (ii) Contractor will provide to the City, at no additional charge, two (2) thirty cubic yard Roll-Off container at a location determined by the City Public Works Department and agreed to by Contractor. Contractor will provide a maximum of 180 prescheduled pulls each calendar year at no charge to the City. These 180 Roll-Off pulls must be used during each calendar year and may not be accumulated and rolled into the following calendar year. The weight of the Roll-Off shall not exceed eight (8) tons per pull. The City is required to electronically notify the Contractor of the requested pull(s) for the 30 cubic yard Roll-Off via the Contractor's PSS Customer Service Team. Contractor shall charge and the City agrees to pay the rate set forth in Schedule A for any Roll-Off load heavier than the eight-ton limit, provided Contractor notifies the City within three (3) business days of an overweight load. Otherwise, there will be no additional charge for over-limit loads. Additional pulls will be charged to the City per the then-current rates in **Schedule A**.
- (iii) Contractor will provide special collection services daily at designated locations during the City's annual fall and spring cleanup. Six (6) forty-cubic-yard roll-off containers will be provided to the City for each such annual fall and spring cleanup where only residential Bulky Waste will be collected. Container and pickup service will be at no cost to the City. Such fall and spring clean-ups shall not exceed two (2) weeks each and number of roll-off container pulls shall not exceed 72 for each clean-up. The City will be charged the current applicable rate in **Schedule A** for any load heavier than the eight-ton limit, provided Contractor notifies the City within three (3) business days of an overweight load. Otherwise, there will be no additional charge for over-limit loads. Additional pulls will be charged to the City at the then-current rate in Schedule A. Contractor shall have no obligation to haul any roll-off that contains construction, commercial, or industrial waste. The City will be requested to remove such waste from the roll-off. If the City is unable to remove the waste, Contractor has the right to transport and dispose of the roll-off contents at the applicable rate for such waste type.

6. **COLLECTION OPERATION:**

6.01. **Hours of Operation:** Collection of Residential Waste and Light Commercial

Waste shall begin no earlier than 7:00 A.M. and may not extend beyond 6:00 P.M. Collection of Commercial Waste or Industrial Waste shall begin no earlier than 6:00 A.M. and may not extend beyond 6:00 P.M. No collections shall be made on Sunday.

6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. **Holidays:** The following are holidays for purposes of this Agreement:

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|------------------|--------------|------------------|
| New Year's Day | Labor Day | Thanksgiving Day |
| Independence Day | Memorial Day | Christmas Day |

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor is responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days are the next business day following the holiday and every remaining route day scheduled for that week will be pushed a day.

6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve any complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement.

6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.09. **Protection From Scattering:** Each Contractor vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property.

6.10. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between Public Sector Solutions Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential Units. Within twenty-one (21) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law. The City shall notify, in writing, and request that Contractor suspend services to any Residential Unit Customer that has failed to pay the City for Waste or Recyclables collection services, and Contractor may suspend service to such delinquent Customer until notified by the City to resume such services. The City's franchise, billing, or administrative fees, if any, will not be included in the Contractor's invoices to the City for services provided to Residential Units. The City shall include in its bills sent directly to Residential Units any City franchise, billing, or administrative fees and shall retain those fees. The City's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. Upon written notice to Contractor, City may modify any amount due to Contractor presented by invoice to the City, if necessary, to conform the amount to the terms of the Agreement.

(b) Contractor shall provide billing and bill collection services for all Commercial and Industrial Unit Customers including Light Commercial Customers, that use Polycarts, Dumpsters, Compactors, or Roll-Off Bins. Within 21 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit an invoice to each Commercial and Industrial Customer.

(i) Contractor shall include in its invoices to the Customer the City's franchise fee of ten percent (10%) ("Franchise Fee") for Commercial and Light Commercial Customers that use Polycarts or Dumpsters, along the City's franchise fee of 15 percent (15%) for Industrial Compactors or Roll-Offs. The Franchise Fee payments actually received by Contractor from Customers shall be paid by the Contractor to the City within thirty

(30) days after the last day of the month of Contractor's actual receipt of such monies. The rates set forth in **Schedule A** for Commercial, Light Commercial, and Industrial Units include the City's Franchise Fee. The rates set forth in Schedule A for Residential Units DOES NOT include the City's 10% franchise fee. The Franchise Fee shall not be added to and/or be assessed upon any state or local sales tax or other governmental fees, such as the state of Texas disposal fee, or the Franchise Fee itself.

9. Invoices sent to Commercial, Light Commercial and Industrial Unit Customers by Contractor shall be paid within thirty (30) days after receipt of such invoice by Customer or in accordance with each individual contract between Customer and Contractor, if any. All past due invoices shall bear interest at the highest rate permitted by law. Contractor may suspend service to any Customer that is delinquent in payment directly to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

10. **MODIFICATION TO RATES:**

CPI Adjustment. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be increased for changes in the CPI (as hereinafter defined), until the first anniversary of the Agreement Commencement Date ("**Anniversary Date**"). Continuing annually on each Anniversary Date thereafter, the Base Rates for services shall be adjusted by eighty-five percent (85%) of the average monthly percentage increase that the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") has increased over the 12 most recently published months. The C.P.I. published on the first Monday prior to the end of June (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly percentage increase change. The average will be determined by calculating the percentage increase change in the CPI each month during the applicable 12-month period. Once that average is determined, then the average increase change for the 12-month period for the prior year will be subtracted and that sum will be multiplied by 85%. The product shall be the CPI adjustment component of the annual modification to Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The percentage increase change shall be multiplied by 85% and the product thereof shall be the "CPI Adjustment Component" of the annual modification to Base Rates.

Fuel Adjustment. Beginning on the Anniversary Date and every anniversary thereafter, the Base Rates shall be adjusted by 15% of the average percentage increase or decrease in the price of compressed natural gas determined by the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Natural Gas Commercial Price-Texas Index during the applicable 12-month time period. The average

will be computed by calculating the percentage change in the EIA/DOE price each month during the applicable 12 month period. Once that average is determined, then the average change for the 12 month period during the prior year will be subtracted and that sum will be multiplied by 15%. product thereof shall be the fuel adjustment component” of the annual modification to Base Rates.

Additional Adjustments. Contractor may also be entitled to an increase in Base Rates from time to time during the term of this Agreement to offset any substantiated change in conditions which increase the Contractor’s costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City upon the City’s request.

11. CITY'S OBLIGATIONS:

The City agrees to perform the following obligations:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that will receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City or Contractor will use the most recent monthly total provided by the City. Contractor may rely upon the total house count numbers provided by the City. Any errors or mistakes in the total house count provided by the City to Contractor shall be corrected within 6 months of the date provided to the Contractor or the mistake is waived and released by both parties. Contractor may verify the total house count provided by the City. If the City fails to provide a monthly house count, Contractor will use the most recent house count provided by the City;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out.
- (g) City shall provide Contractor with maps (GIS Shapefiles) of the City containing sufficient detail for Contractor to design or modify collection routes. Additionally, the City shall provide at least six (6) months advanced written notice of its intent to adjust its boundaries, annex new territory and/or approve new developments resulting in an increase in the number of Residential Units that Contractor is expected to service.

12. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall comply with all national, state and local standards, codes and ordinances, laws, and regulations applicable to the Contractor's services, equipment and materials used as set forth in this Agreement. Any terms or provisions of this Agreement waiving any rules, regulations, or requirements of these authorities are void and unenforceable. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation. Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill its contractual obligations.

13. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge and via email. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday who shall be available and responsive by telephone and email.

14. ENFORCEMENT:

The City shall take any action reasonably necessary to prevent any other solid waste collection company from providing waste or recyclables services within the City in violation of the exclusive franchise rights granted herein. If the City fails to take action to enforce the exclusive franchise rights, then the Contractor will have the right to take action to protect its exclusive rights granted under this Agreement. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

15. TRANSFERABILITY OF AGREEMENT:

This Agreement shall not be assignable or otherwise transferable by the Contractor without the prior written consent of the City which shall not be unreasonably withheld; provided, however, that the Contractor may assign this Agreement to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. Upon the assignment, the assignee shall assume all obligations of the Contractor hereunder.

16. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof adequate disposal capacity for the Waste to be collected under this Agreement.

17. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30)

days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

18. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed. The Parties expressly agree to litigate any disputes, claims, or controversies arising out of or relating to this Agreement.

19. FORCE MAJEURE:

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

20. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, and shall have coverage for liability assumed under an insured contract. Contractor shall provide the City with a certificate of insurance reflecting the City's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance:

| Type of Coverage | Per Occurrence Minimum | Aggregate Minimum |
|--|-------------------------------|--------------------------|
| Workers Compensation Employer's Liability | Statutory \$500,000 | As required by law |
| Commercial General Liability | \$1,000,000 | \$1,000,000 |

| | | |
|---------------------------|-------------|-------------|
| Auto Liability | \$1,000,000 | \$1,000,000 |
| Bodily Injury | \$1,000,000 | |
| Property Damage | \$ 500,000 | |
| Umbrella Liability Policy | \$2,000,000 | \$2,000,000 |

21. **INDEMNITY:**

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS AND OTHER WORKERS, FROM ANY AND ALL THIRD PARTY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, COSTS, EXPENSES, REASONABLE ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION) TO THE EXTENT ARISING OUT OF CONTRACTOR'S, ITS OFFICERS, AGENTS, AND EMPLOYEES' NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNIFICATION OBLIGATION CREATED UNDER THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT THAT ANY LOSSES, DAMAGES, JUDGMENTS, CLAIMS, FINES, INTEREST AND PENALTIES SUFFERED BY THE CITY ARE ATTRIBUTABLE TO CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, VOLUNTEERS AND OTHER WORKERS' ACTS OR OMISSIONS. CONTRACTOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKER'S COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. IF EITHER PARTY BECOMES AWARE OF ANY INCIDENT LIKELY TO GIVE RISE TO A CLAIM UNDER THE ABOVE INDEMNITIES, IT SHALL NOTIFY THE OTHER PARTY WITHIN SEVEN (7) DAYS AND BOTH PARTIES SHALL COOPERATE FULLY IN INVESTIGATING THE INCIDENT.

NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR THE OTHER PARTY'S OWN NEGLIGENCE OR MISCONDUCT. CONTRACTOR SHALL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT UNDER THIS AGREEMENT AND AGREES TO USE QUALIFIED DEFENSE COUNSEL, PROVIDED THAT CONTRACTOR SHALL NOT ENTER INTO ANY SETTLEMENT OF SUCH A CLAIM THAT REQUIRES AN ADMISSION OF WRONGDOING BY AN INDEMNIFIED PARTY WITHOUT THAT PARTY'S CONSENT. CONTRACTOR'S OBLIGATION TO PROVIDE INDEMNIFICATION IS CONTINGENT UPON RECEIVING TIMELY NOTICE OF THE CLAIM FROM THE CITY FOR WHICH THE CITY IS SEEKING

INDEMNIFICATION, SUCH THAT THE DEFENSE OF THE CLAIM IS NOT PREJUDICED. THE PARTY SEEKING INDEMNIFICATION WILL REASONABLY COOPERATE WITH THE DEFENSE OF THE CLAIM. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURUSANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN QUALIFIED DEFENSE COUNSEL WITHIN FOURTEEN (14) BUSINESS DAYS OF WRITTEN NOTICE FROM INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF.

ANY PROVISION OF THIS AGREEMENT THAT LIMITS THE CONTRACTOR'S LIABILITY TO THE CITY OR RELEASES CONTRACTOR FROM LIABILITY TO THE CITY FOR ACTUAL OR COMPENSATORY DAMAGES, LOSS, OR COSTS ARISING FROM THE PERFORMANCE OF THIS AGREEMENT IS NOT APPLICABLE OR EFFECTIVE UNDER THIS AGREEMENT.

22. PERFORMANCE BOND:

The Contractor shall furnish a performance bond as security for the faithful performance of this Agreement. Said performance bond will be in the amount of \$20,000 and will be renewed on an annual basis. The Contractor shall pay premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City 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.

23. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

24. SEVERABILITY:

If a court of competent jurisdiction finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

25. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

26. **RECORDS:**

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

27. **ATTORNEY'S FEES AND LAW:**

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regard to its choice of laws provisions. Exclusive venue for any action under this Agreement shall be in Bexar County, Texas. The prevailing party in any lawsuit shall have the right to recover its reasonable attorneys' fees and costs from the non-prevailing party.

28. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Universal City, Texas
2150 Universal City Blvd
Universal City, Texas 78148

ATTN: City Manager

If to the Contractor at:

Waste Management of Texas, Inc.

ATTN: Public Sector Manager

with a copy to:

CT Corporation System

350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

29. DISCRIMINATION PROHIBITED:

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

30. DISASTER EVENT:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, pandemic, or other Act of God (“Disaster Event”), Contractor shall have no obligation under this Agreement to collect any debris or material resulting from the Disaster Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster Event. The parties reserve the right to enter into a separate, mutually acceptable written agreement for the collection of debris and material resulting from a Disaster Event.

31. SPECIAL TERMS AND CONDITIONS:

Contractor shall donate to the City a one-thousand-dollar (\$1,000.00) payment to each of the five (5) designated organizations (Citizens Police Academy Alumni Association, Friends of the Library Assn, Homes for the Homeless, Parks Partners, and Recycling Committee). Additionally, contractor will donate two thousand dollars (\$2,000.00) to the City’s annual Snowfest event. The payments totaling seven thousand dollars (\$7,000.00) will be made in January of each year.

32. MULTIYEAR CONTRACTS

If the City’s city council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Agreement becomes effective, then the Agreement automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the city council does not appropriate funds sufficient to continue the Contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Contractor a written notice of termination at the end of its then current fiscal year.

33. ABANDONEMENT OR DEFAULT

A Contractor who abandons or defaults the work on the contract shall be considered disqualified in any re-advertisement of the service and may not be considered for the same type of work for a period of three years.

34. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and, except as provided otherwise in this section, neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the City. City shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for City under this Agreement. Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Contractor.

35. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

36. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

37. DISCLOSURE OF BUSINESS RELATIONSHIP/AFFILIATIONS; CONFLICT OF INTEREST QUESTIONNAIRE

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

38. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

39. SOVEREIGN IMMUNITY

Any provision of the Agreement that seeks to waive the City's immunity from suit and/or immunity from liability is void.

40. CERTIFICATE OF INTERESTED PARTIES (TEC FORM 1295)

For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online

through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants can verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Contractor with respect to the proper completion of the TEC Form 1295.

41. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

42. TAX EXEMPTION

The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

43. COUNTERPARTS:

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

44. EXHIBITS

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EFFECTIVE AS OF THE _____ DAY OF _____, 2021.

CITY:

UNIVERSAL CITY, TEXAS

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY:

John Williams, Mayor

BY:

ITS:

ATTEST:

Kristin Mueller, City Clerk

City of Universal City, Texas

**SCHEDULE A
(Base Rates)**

| RESIDENTIAL UNITS | FREQUENCY OF COLLECTION | Base RATE |
|--|-------------------------|-----------|
| 1- WM Provided 96 Gallon Waste Cart - Curbside | 2x week | \$ 21.06 |
| 1- WM Provided 96 Gallon Recycle Cart - Curbside | 1x week | Included |
| Household Hazardous Waste Collection - At Your Door | Unlimited | Included |
| Brush Waste (6 CY Allowance) - Curbside | 2x year | Included |
| Bulk Waste (Fall & Spring Cleanup) - Convenience Station | 2x year | Included |
| Each Additional WM 96 Gal Cart (Trash or Recycle) | -- | \$ 8.55 |
| Pink Tag/Sticker | -- | \$ 1.80 |

*Residential Unit rates and charges **DO NOT** include any current or future City mandated franchise, administrative, or billing fee.

| LIGHT COMMERCIAL UNIT TRASH COLLECTION RATES PER CONTAINER PER MONTH | | | | | | | |
|--|----------|-----------|------|------|------|------|----------|
| Container Size / Type | 1XWK | 2XWK | 3XWK | 4XWK | 5XWK | 6XWK | EXTRA PU |
| Poly Cart PU (1 Cart) | \$ 24.98 | \$ 49.84 | -- | -- | -- | -- | -- |
| Poly Cart PU (2 Carts) | \$ 49.84 | \$ 99.89 | -- | -- | -- | -- | -- |
| Poly Cart PU (3 Carts) | \$ 74.92 | \$ 149.84 | -- | -- | -- | -- | -- |
| Poly Cart PU (4 Carts) | \$ 99.89 | \$ 199.77 | -- | -- | -- | -- | -- |

| COMMERCIAL UNIT TRASH COLLECTION RATES PER CONTAINER PER MONTH | | | | | | | |
|--|-----------|-----------|----------|----------|------------|------------|-----------|
| Container Size / Type | 1XWK | 2XWK | 3XWK | 4XWK | 5XWK | 6XWK | EXTRA PU |
| 2 Yard FEL Container | \$ 49.36 | \$ 98.72 | \$148.09 | \$197.98 | \$246.24 | \$246.31 | \$ 49.36 |
| 3 Yard FEL Container | \$ 74.03 | \$ 125.87 | \$22.13 | \$296.16 | \$370.21 | \$310.99 | \$ 74.03 |
| 4 Yard FEL Container | \$ 83.91 | \$ 197.44 | \$296.16 | \$394.90 | \$493.90 | \$592.60 | \$ 83.91 |
| 6 Yard FEL Container | \$ 113.28 | \$ 251.74 | \$444.25 | \$592.32 | \$740.41 | \$887.86 | \$ 113.28 |
| 8-Yard FEL Container | \$ 167.83 | \$ 335.65 | \$503.47 | \$641.82 | \$839.12 | \$984.24 | \$ 167.83 |
| 10 Yard FEL Container | \$ 246.66 | \$ 493.57 | \$740.41 | \$987.15 | \$1,233.94 | \$1,492.28 | \$ 246.66 |

| COMMERCIAL UNIT RECYCLING COLLECTION RATES PER CONTAINER PER MONTH | | | | | | | |
|--|-----------|-----------|------|------|------|------|-----------|
| Container Size / Type | 1XWK | 2XWK | 3XWK | 4XWK | 5XWK | 6XWK | EXTRA PU |
| 2 Yard FEL Container | \$ 95.16 | \$ 190.32 | -- | -- | -- | -- | \$ 95.16 |
| 3 Yard FEL Container | \$ 108.34 | \$ 216.67 | -- | -- | -- | -- | \$ 108.34 |
| 4 Yard FEL Container | \$ 144.62 | \$ 289.24 | -- | -- | -- | -- | \$ 144.62 |
| 6 Yard FEL Container | \$ 216.93 | \$ 433.86 | -- | -- | -- | -- | \$ 216.93 |
| 8-Yard FEL Container | \$ 289.24 | \$ 578.49 | -- | -- | -- | -- | \$ 289.24 |
| 10 Yard FEL Container | \$ 362.14 | \$ 724.28 | -- | -- | -- | -- | \$ 362.14 |

| INDUSTRIAL UNIT ROLL-OFF COLLECTION RATES | |
|--|-----------------|
| Container Size / Type | Collection Rate |
| 20 Yard (Open-Top) | \$ 503.17 |
| 30 Yard (Open-Top) | \$ 545.73 |
| 40 Yard (Open-Top) | \$ 572.15 |
| Roll-Off Delivery (One Time) | \$ 100.00 |
| Roll-Off Rental Fee (Per Month) | \$ 150.00 |
| Roll-Off Rental Fee (Per Day) | \$ 5.00 |
| *Each Additional 40 Yard (Open-Top) Pull for Fall/Spring Cleanup | \$ 503.17 |
| Container Size / Type | Collection Rate |
| 20 Yard (Compactor) | \$ 484.07 |
| 30 Yard (Compactor) | \$ 484.07 |
| 32 Yard (Compactor) | \$ 484.07 |
| 34 Yard (Compactor) | \$ 484.07 |
| 35 Yard (Compactor) | \$ 484.07 |
| 40 Yard (Compactor) | \$ 597.58 |
| 42 Yard (Compactor) | \$ 597.58 |
| Compactor Rental Fee (Per Month) | NEGOTIATED |
| Disposal Type I Landfill (Per Ton) | \$ 39.00 |

*All Rates and charges (except Residential Unit rates) **INCLUDE** any current or future City mandated franchise, administrative, or billing fee.

SCHEDULE B

City Facilities Services and Equipment

| Facility Name | Address | Container Size | Container Type | Service Frequency |
|---------------------------|---------------------------|------------------|----------------|-------------------|
| Red Horse Park | 1100 North Blvd. | 3 YD | SEL Trash | 2x week |
| Public Works Yard | 265 Kitty Hawk | 8 YD | FEL Recycle | 1x week |
| Public Works Yard | 266 Kitty Hawk | 4 YD | FEL Trash | 1x week |
| City Hall | 2150 Universal City Blvd. | 8 YD | FEL Trash | 2x week |
| Olympia Hills Golf Course | 12900 Mt. Olympus | 8 YD (2 total) | FEL Trash | 2x week |
| Olympia Hills Golf Course | 12901 Mt. Olympus | 8 YD | FEL Recycle | 1x week |
| Cimarron Park | 368 Wagon Crossing | 96 Gal (4 total) | Polycart(s) | 2x week |
| Universal City Library | 100 Northview | 3 YD | FEL Trash | 2x week |
| Northview Park | 100 Randolph Plaza Dr. | 96 Gal (4 total) | Polycart(s) | 2x week |
| Animal Shelter | 134 Athenian Dr. | 6 YD | FEL | 2x week |

SCHEDULE C



Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management's At Your Door Special CollectionSM is a service provided to residents for the collection of the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door— safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special material, with an emphasis on recycling.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service.

1. Resident Initiates Collection

To participate, residents request a collection by calling our toll free number 1-800-449-7857, via e-mail ATYOURDOOR@WM.COM or going to www.WMATYOURDOOR.COM. An Operations Service Center

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or other agreed upon location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and process discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of

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the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In a few instances, after a Participant receives their collection kit, they may contact our program if they have additional items which exceed the capacity of bag(s) that were sent. Two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

The Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. The Participants with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, the participant is instructed to transfer it to a non-leaking container and label it. Participants are provided labels to place on the unlabeled container. Additional instructions may apply based on applicable regulations. Containers without labels or other identification will not be collected.

4. Collection

On the established collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe, mutually agreed upon place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the participant will be contacted and/or a door hanger will be left with instructions. Participants are not required to be present during the collection.

Program Details

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason why we cannot pick up unknown items and leaking containers. The containment kit bag and instruction sheet is provided to help ensure participants safely package their materials.

Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag. Multiple bags can be provided upon request and approval. Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of consumer electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, tablets, MP3/music player, desktop scanner, fax machine, microwave, keyboard, desktop printer, and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons
- Rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals (limitations in certain areas only)

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Flammable & Combustible Materials

- Kerosene
- Solvent

Misc. Household

- Household batteries
- Florescent tubes/ Compact florescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (max. 5 gal.)

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Sharps (limitations in certain areas only)

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example: washers, dryers, and refrigerators)
- Unknown or unlabeled materials
- Sharps/Needles

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries – recycled into raw materials for use in new products.
- Mercury to WM Mercury Solutions, Inc.'s a mercury retort facility, where the retorted mercury is then shipped to manufactures.
- Flammables to fuel blending (paints, solvents), where it is converted into industrial fuel.
- Electronics are managed by WM Recycle America and affiliates, where commodities are used in the manufacturing process.

Public Education

The Waste Management Representative can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood, or tornado the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the collection of ordinary home generated special materials; a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact the Waste Management representative for more information.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to the At Your Door team at atyourdoor@wm.com.

Reports

Items collected are entered into our proprietary database management system (*AYDNet*) by the Service Technicians. This data assists with monitoring the program and reporting for regulatory agencies. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided electronically, upon request.

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