

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Solid Waste and Recycling Services Restated Agreement (“Agreement”) is entered into as of the _____ day of _____, 2025, between the City of Coppell, Texas (“City”), acting by and through its duly authorized City Manager, and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth (“Contractor”), a Texas limited liability company, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, the City and Contractor previously entered into a Solid Waste and Recycling Services Agreement set to expire on October 31, 2026; and

WHEREAS, the City and Contractor have renegotiated the terms of that existing agreement and mutually agreed to enter into a new agreement commencing October 1, 2026, and continuing through September 30, 2031, with two (2) additional five-year renewal options; and

WHEREAS, City has the power to execute this Agreement; and,

WHEREAS, Contractor has the power to execute this Agreement; and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

1. DEFINITIONS:

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

- 1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is acceptable Waste under the terms of this Agreement, and which shall be collected within the City pursuant to this Agreement.
- 1.2. **Agreement:** Agreement shall mean this document, including any exhibits, written amendment thereto, as agreed upon by City and Contractor.
- 1.3. **Agreement Year:** Agreement Year shall mean the period beginning October 1 of each year and ending on September 30 of the subsequent year for the term of the Agreement.
- 1.4. **Applicable Law:** Applicable Law shall mean any ordinances, safety codes, permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor’s obligations hereunder, and any statute, law

constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

- 1.5. **Brush:** Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can, Yard Trimmings Bag or Bundle.
- 1.6. **Bulky Waste:** Bulky Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Bag such as, but not limited to White Goods, furniture, Brush, large electronics, and other oversized Acceptable Solid Waste.
- 1.7. **Bundle:** Bundle shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed five (5) feet in length or forty (40) lbs. in weight.
- 1.8. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.
- 1.9. **Can:** Can shall mean a receptacle owned by the Customer used for Acceptable Solid Waste or Yard Trimmings Set-outs.
- 1.10. **Cart:** Cart shall mean a receptacle purchased by the Contractor, equipped with wheels, with a capacity of approximately ninety-five (95) gallons or sixty-five (65) gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B), purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.11. **Cart Selection Notice:** Cart Selection Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor on or before Oct 1st, 2026.
- 1.12. **City:** City shall mean the City of Coppel, Texas.
- 1.13. **City Facility:** City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.
- 1.14. **Collect or Collection:** Collect or Collection shall mean the act of removing Acceptable Solid Waste or Bulky Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics for transport to a Processing Facility.
- 1.15. **Commencement Date:** Commencement Date shall mean October 1, 2026, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Agreement.
- 1.16. **Commercial Container:** Commercial Container shall mean Dumpsters and Roll-offs.
- 1.17. **Commercial Hand Collect Service Unit:** Commercial Hand Collect Service Unit shall mean a Commercial Service Unit which Set-outs no more than ten (10) Solid Waste Bags per Scheduled Collection Day based on two (2) collections per calendar week.

- 1.18. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.
- 1.19. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.20. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Trimmings other than Yard Trimmings.
- 1.21. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.22. **Contractor:** Contractor shall mean Allied Waste Services of Fort Worth, LLC a Republic Services Company, a Texas Limited Liability Company.
- 1.23. **Contractor's Representative:** Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.
- 1.24. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste, Recyclable Materials, and Yard Trimmings from a Residential Service Unit or Non-Residential Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence or enclosure.
- 1.25. **Customer:** Customer shall mean (i) the City or (ii) owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, 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.
- 1.26. **Dead Animals:** Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use and shall in no event include human medical waste.
- 1.27. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or un-containerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.
- 1.28. **Disposal Site:** Disposal Site shall mean a Landfill, transfer station or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.29. **Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial Units. Contractor shall provide Dumpsters to Customers.
- 1.30. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless

of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.

- 1.31. **Effective Date:** Effective Date shall mean the date set forth in this Agreement.
- 1.32. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.33. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible 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.
- 1.34. **Hazardous Waste:** Hazardous Waste shall mean any Solid 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.
- 1.35. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit that is licensed by the appropriate regulatory agency
- 1.36. **Marketing:** Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.
- 1.37. **May:** shall mean not mandatory but permissible.
- 1.38. **Medical Waste:** Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.39. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste collection via Dumpster or Roll-off.
- 1.40. **Party:** Party shall mean Contractor or City.
- 1.41. **Process or Processed or Processing:** Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing

of Recovered Materials to end markets and recovery of Yard Trimmings, treatment into mulch or compost, and marketing of mulch or compost to end markets and recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.

- 1.42. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by Contractor.
- 1.43. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.44. **Program Household Hazardous Waste and Electronics:** Program Household Hazardous Waste and Electronics shall mean the following Solid Waste:
 - (a) Aerosols containing flammable or hazardous material such as paint
 - (b) Lubricant - Automotive/Household Compressor Oil, Cutting Oil, etc.
 - (c) Electronics - CPUs (computers), Laptop and handheld computers; CRTs (Computer Monitors); Telephones, Cell Phones, Portable Phones, Portable Tablets, Keyboards, Mice, CD-ROM's (other disc drives), including cables
 - (d) Televisions, VCR's, CD Players, Stereos
 - (e) Art/Hobby Supplies — Adhesive, Paint, Cleaners, Correction Fluid, Photography Chemicals
 - (f) Other Household — Fluorescent Tubes/Bulbs, Compact Fluorescent Lamps (CFLs), Thermostats, Thermometers
 - (g) Gas cylinders
 - (h) Automotive Products—Cleaners, Lubricant, Solvent, Fuel, Brake Fluid, Antifreeze, Carburetor Cleaner, Metal Conditioner, Engine Degreaser, Fuel Additives, Used Motor Oil, Used Oil Filters and other used oil products, windshield washer fluid, transmission fluid, batteries, oily rags, polishes, waxes
 - (i) Paint - Aerosols, Hobby/Automotive/Household Latex and Oil-Based Paint Products including Thinner, Lacquer, Linseed Oil, Primer, Stain, Varnish, stripper caulking, glue, wood preservative
 - (j) Cooking Oil
 - (k) Microwave Ovens
 - (l) Batteries — Automotive and Household
 - (m) Personal Products — Nail Polish, Polish Remover, Rubbing Alcohol, Shoe Polish, Spot Remover
 - (n) Scanners, Printers (desktop, non-commercial)
 - (o) Household Cleaners – bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaner, rust remover
 - (p) Household/Auto Polish, Degreaser, Rug/Upholstery Cleaner, etc.
 - (q) Poison — Household/Garden Poison (insecticide, herbicide, fungicide), Bait, Fertilizer, etc.
 - (r) Fax Machines
 - (s) Copiers (non-commercial, desk top units only)

- (t) Flammables — Automotive/Household Solvent, Fuel, Paint, Lubricant, Kerosene, Charcoal Lighter Fluid, Mineral Spirit
- (u) Chemicals and solvents
- (v) Liquid/wastewater
- (w) DEA controlled substances
- (x) Consumer products
- (y) Thermostats/Thermometers containing mercury
- (z) Sharps/Medical Waste — Including needles and syringes; scalpel blades and lancets; razor blades; orthodontic wires; glass pipettes, slides and tubes; broken, contaminated glass; staples and wires (cardio-catheter wires); disposable suture sets and biopsy forceps; and electrocautery tips placed into a Program Sharps/Medical Waste Container prior to placing inside the bag.
- (aa) Swimming Pool chemicals shall include substances as pool acid; and chlorine in various forms, including tablets, liquid, and salts.
- (bb) Other Solid Waste agreed upon in writing by Contractor and City.

1.45. **Program Household Hazardous Waste and Electronics Bag:** Program Household Hazardous Waste and Electronics Bag shall mean a non-dissolvable heavy gauge plastic bag provided by the Contractor for storage of Program Household Hazardous Waste and Electronics.

1.46. **Program Household Hazardous Waste and Electronics Collection Kit:** Program Household Hazardous Waste and Electronics Collection Kit shall mean a kit, including Program Household Hazardous Waste and Electronics Bag, Program Sharps/Medical Waste Container, instruction sheet, survey card, labels for unlabeled containers and a plastic tie for the bag, provided and shipped by Contractor to Customer for Collection of Program Household Hazardous Waste and Electronics.

1.47. **Program Recyclable Materials:** Program Recyclable Materials shall include the following Recyclable Materials:

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

(b) **Plastic:** #1 through #7 rigid plastic bottles, containers, jugs, jars, other rigid plastics (e.g., toys, laundry baskets, etc.), or plastic bags. Excludes Styrofoam.

- (c) **Aluminum and Other Metal:** Beverage container, food cans, empty paint cans, bi-metal containers, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, aluminum foil, aerosol cans, scrap metal weighing fifty pounds (50 lbs.) or less, or other Recyclable Materials of a similar nature.
 - (d) **Glass:** Any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Excludes window glass, porcelain, china, or ceramics.
- 1.48. **Program Sharps/Medical Waste Container:** Program Sharps/Medical Waste Container shall mean a rigid plastic container designed for collection of sharps/medical waste, provided by Contractor for storage of sharps/medical waste to be collected via the Program Household Hazardous Waste and Electronics.
 - 1.49. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials or Program Household Hazardous Waste and Electronics which have been Processed to market specifications.
 - 1.50. **Recyclable Material:** Recyclable Material shall mean 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 person abandoning or Disposing of such material.
 - 1.51. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.
 - 1.52. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials, Yard Trimmings and Program Household Hazardous Waste and Electronics.
 - 1.53. **Refuse:** Refuse shall mean Rubbish.
 - 1.54. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding dwelling units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single, duplex or multi-level construction, not on a Multi-Family Property, shall be treated as a Residential Service Unit, except that each single-family dwelling within any such Residential Service Unit shall be billed separately as a Residential Service Unit.
 - 1.55. **Roll-off Container:** Roll-off container shall mean a metal receptacle with a minimum capacity of approximately ten (10) cubic yards, a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and

- designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.
- 1.56. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.57. **Rubbish:** Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes, but is not limited to paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, 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).
- 1.58. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 1.59. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
- 1.60. **Shall:** Indicates an action or requirement that is mandatory and not merely discretionary.
- 1.61. **Single Stream:** Single Stream shall mean commingled and not required to be subdivided by the Customer prior to Collection.
- 1.62. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - (b) Solid, 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 improvement; or
 - (c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or materials regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.).
- 1.63. **Solid Waste Bag:** Solid Waste Bag shall mean non-dissolvable plastic bag with a capacity not to exceed thirty-five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by

the top. Total weight of a Solid Waste Bag and its contents shall not exceed forty (40) pounds.

- 1.64. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste and Bulky Waste.
- 1.65. **Special Waste:** Special Waste shall mean 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, or (h) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.66. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.
- 1.67. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.68. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to: Hazardous Waste (unless specifically authorized for collection and disposal under this Agreement), Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing fifty pounds (50 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.69. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.
- 1.70. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.
- 1.71. **Yard Trimmings Bag:** Yard Trimmings Bag shall mean a Kraft bag or other sack authorized by the Yard Trimmings Processing Facility, designed to store Yard Trimmings with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Trimmings Bag and its contents shall not exceed forty (40) pounds.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted for the term of this Restated Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege, as well as the sole obligation to operate and conduct business on behalf of the City within its corporate limits for the following services:

- (a) Collection and Disposal of Acceptable Solid Waste, including Bulk Waste and

Construction and Demolition Debris and Roll-off, for Residential Service Units.

- (b) Collection and Processing of Program Recyclable Materials for Residential Service Units.
- (c) Collection and Processing of Yard Trimmings for Residential Service Units.
- (d) Collection and Disposal of Acceptable Solid Waste, including Construction and Demolition Debris and Roll-off, for Commercial Service Units.

Contractor is hereby granted for the term of this Restated Agreement, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- (a) Collection and Processing of Program Household Hazardous Waste and Electronics for Residential Service Units; and
- (b) Collection and Processing of Program Recyclable Materials for Commercial Service Units.

3. **TERM:**

- 3.1. **Initial Term:** Unless sooner terminated in accordance with the Restated Agreement, the initial term of this Restated Agreement shall commence October 1, 2026, at 12:00 AM, Central Time, (“Commencement Date”) and shall continue in effect until September 30, 2031, at 11:59 PM, Central Time.
- 3.2. **Optional Renewal Term:** City may renew this Restated Agreement for one (1) additional five (5) year optional renewal term. Contractor may prohibit City from exercising the optional renewal term by providing written notice to the Contract Administrator of Contractor’s election to reject the renewal on or before twelve (12) months prior to the scheduled expiration of the initial term. If Contractor does not provide such written notice by that deadline, the City may exercise the optional renewal term by providing written notice to the Contractor no later than ninety (90) calendar days prior to the scheduled expiration of the initial term. This provision does not limit the City’s right to terminate this Agreement at any time during the initial term or the optional renewal term, pursuant to the applicable termination provisions in this Agreement.

4. **RESIDENTIAL SERVICE UNIT COLLECTION:**

- 4.1. **Acceptable Solid Waste Collection:** Contractor shall Collect from each Residential Service Unit, each Monday and Thursday. All Acceptable Solid Waste must fit within the Contractor provided Cart and Contractor will not be responsible for collecting any Acceptable Solid Waste outside of the Cart. On Monday the Contractor will collect Acceptable Solid Waste and Thursday’s Contractor will collect Acceptable Solid Waste and up to 4 cubic yards of Bulky Waste.
- 4.2. **Program Recyclable Materials Collection:** Contractor shall Collect from each Residential Service Unit, each Wednesday, all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit’s Recycling Cart per Scheduled

Collection Day.

- 4.3. **Yard Trimmings Collection:** Contractor shall Collect from each Residential Service Unit, each Wednesday, all Yard Trimmings in Yard Trimming Bags, Bundles, or Yard Trimmings Cans and all Christmas Trees per Scheduled Collection Day.
- 4.4. **Bulky Waste Collection:** Contractor shall Collect from each Residential Service Unit, each Thursday, a maximum of four (4) cubic yards of Bulky Waste per Scheduled Collection Day. Contractor shall Collect additional Bulky Waste per request of a Residential Service Unit Customer.
- 4.5. **Program Household Hazardous Waste and Electronics Collection:** Upon request of a Residential Service Unit Customer, Contractor shall Collect from each Residential Service Unit, on Wednesday, not to exceed one day per calendar month, all Program Household Hazardous Waste and Electronics set-out in accordance with Exhibit 1.
- 4.6. **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor shall provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

5. **COMMERCIAL SERVICE UNIT COLLECTION:**

5.1. **Acceptable Solid Waste Collection:**

- (a) **Commercial Hand Collect Service Unit:** Contractor shall Collect from each Commercial Hand Collect Service Unit two days per week, on Scheduled Collection Days, all Acceptable Solid Waste. Customers may Set-out Solid Waste Cans for Collection.
- (b) **Commercial Service Units Dumpster Collection:** For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), the Contractor shall Collect all Acceptable Solid Waste in Dumpsters on the designated Scheduled Collection Day(s). The Contractor and the Customer shall mutually determine the number, size, and location of Dumpsters, as well as the frequency of Collection and the Scheduled Collection Days.
- (c) **Commercial Service Units Roll-off Collection:** For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), the Contractor shall Collect all Acceptable Solid Waste in the Roll-off(s) on the Scheduled Collection Day(s) or upon request of the Customer. The Contractor and the Customer shall mutually determine the number, size, and location of the Roll-offs.

- 5.2. **Program Recyclable Material Collection:** Upon request of a Multi-family Property Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in or adjacent to Recycling Carts or in Recycling Commercial Containers. Contractor shall provide such services at a rate equal to or less than the rate for Solid Waste Collection at the same service level (i.e. receptacle size, Collection frequency). Contractor and the Customer shall mutually decide on

the number, size, and location of Recycling Carts, Dumpsters, and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6. CITY SERVICES

The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section.

- 6.1. **City Facilities Solid Waste Collection:** For all City Facilities, the Contractor shall Collect, on Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- 6.2. **City Facilities Program Recyclable Material Collection:** For all City Facilities, the Contractor shall Collect, on Scheduled Collection Day(s), all Program Recyclable Materials in or adjacent to Recycling Carts or in Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- 6.3. **City Yard Trimmings Collection:** Upon request of the Contract Administrator or City of Coppell Community Experiences Department representative, Contractor shall provide a Roll-off for Collection of Yard Trimmings to be used at the discretion of the City. Contractor shall Collect the Yard Trimmings Roll-off upon request of the Contract Administrator or City of Coppell Community Experiences Department representative. City of Coppell Community Experiences Department shall solely decide the type, size, and location of the Roll-off.
- 6.4. **City Roll-off Services:** Upon request of the Contract Administrator, Contractor shall provide a Roll-off for Collection of Acceptable Solid Waste, Program Recyclable Materials, or Yard Trimmings. Contractor shall Collect the Roll-off upon request of the Contract Administrator. City shall solely decide the type, size, and location of the Roll-off. City shall pay the Collection Fee and Disposal Fee for any pulls over twelve (12) pulls per Agreement Year at a 25% discount off the then-current rate schedule as reflected in Exhibit 2. Contractor shall be solely responsible for all other costs including, but not limited to, Container Rental Fee and Initial Delivery Fee.
- 6.5. **Other Solid Waste and Recycling Services:** Contractor shall provide up to \$25,000.00 of Acceptable Solid Waste, including Eligible Disaster Debris, Collection and Disposal services, and Program Recyclable Materials or Yard Trimmings Collection and Processing service, at no cost to the City during each Agreement Year. The rates shall be the lower of the Agreement current rates, negotiated rates, or Disposal Site or Processing Facility gate rate. If the City does not use any of the \$25,000.00 in services available during an Agreement Year, then

the Contractor will issue a check to the City in the amount of \$25,000.00. If the City uses only a portion of the \$25,000.00 in services, then Contractor will issue a check to the City for the difference between the \$25,000.00 and the amount actually used for such services.

- 6.6. **Mulch:** Contractor shall provide, including delivery, one hundred eighty (180) cubic yards of mulch, in increments as determined by City, each Agreement Year to a location designated by the City of Coppell Community Experiences Department to be used at the City's discretion. City may request mulch be delivered in one (1) up to four (4) separate deliveries. Mulch provided shall meet the following specifications: derived from trees, logs, and branches that is double ground using a commercial grinder to produce a fine fibrous mulch with uniform texture, partially composted, with color ranging from dark brown to black, a pH ranging between 6.0–7.0, and low in salinity and free of contamination and weeds.

7. **EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:**

The Contractor shall Collect all Acceptable Solid Waste, including excess Solid Waste Bags, from each Residential Service Unit for the following days: c

- (a) first Collection following a holiday as defined by Section 17.2.
- (b) first Collection following a move-out or move-in; and
- (c) Monday of last full week in December to Saturday of first full week in January.

8. **COLLECTION LOCATIONS:**

- 8.1. **Residential Service Unit Collection:** Contractor shall Collect Solid Waste, Program Recyclable Materials, Yard Trimmings, and Bulky Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for special service. For Residential Service Units that qualify for special service, Contractor shall Collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator. For special service, Contractor's employees shall not be required to enter any gated areas for Collection of Solid Waste and Program Recyclable Materials. The Contract Administrator shall determine whom qualifies for special service (i.e.). Contractor shall return all Cans and Carts to approximately original location.

- 8.2. **Commercial Service Unit Collection:** The Commercial Container shall be located at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

9. **DISPOSAL AND PROCESSING SERVICES:**

- 9.1. **Disposal of Contractor Collected Materials.** Excluding Roll-off, Contractor agrees that the then-current rate schedule as reflected in Exhibit 2 includes the costs for Disposal of Acceptable Solid Waste and Bulky Waste Collected by Contractor.

Disposal of material Collected via Roll-off shall be in accordance with the then current Disposal Fee as reflected in Table 3.3.3 in Exhibit 2. Unless explicitly authorized in this Agreement, Contractor agrees Contractor shall be solely responsible for the costs for Disposal of Solid Waste Collected from City Services by Contractor.

9.2. **Processing of Contractor Collected Materials.**

- (a) **Program Recyclable Materials:** Customers may Set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit 2 includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable Materials, Collected by Contractor. Contractor agrees Contractor shall be solely responsible for the costs for Processing of Program Recyclable Materials Collected from City Services by Contractor.
- (b) **Other Materials:** Contractor agrees that the then-current rate schedule as reflected in Exhibit 2 includes the cost for Processing Yard Trimmings and Program Household Hazardous Waste and Electronics Collected by Contractor. Contractor agrees Contractor shall be solely responsible for the costs for Processing of Yard Trimmings Collected from City Services by Contractor.

9.3. **Disposal of Other Materials.** Contractor shall provide City Services at the sole cost of Contractor and no cost to the City unless explicitly authorized in this Section.

- (a) **Materials from City.** Each Agreement Year, Contractor shall provide Disposal of up to four hundred (400) tons of Acceptable Solid Waste delivered by City to either or a combination of the Disposal Sites located at 580 Huffines Boulevard, Lewisville, Texas 75056 or 800 Mosier Valley Road, Euless, Texas 76040 or other Disposal Site owned or operated by Contractor. For disposal of Acceptable Solid Waste in excess of the four hundred (400) tons per Agreement Year, City shall pay the then posted gate rate less 10% for Disposal of any Acceptable Solid Waste delivered to Disposal Site located at 580 Huffines Boulevard, Lewisville, Texas 75056 or 800 Mosier Valley Road, Euless, Texas 76040 or other Disposal Site owned or operated by Contractor.
- (b) **Materials from Residential Service Unit Customers.** Contractor shall provide each Residential Service Unit Customer Disposal of one (1) ton per calendar month of Acceptable Solid Waste delivered by such Residential Service Unit Customer to the Disposal Site located at 580 Huffines Boulevard, Lewisville, Texas 75056 or 800 Mosier Valley Road, Euless, Texas 76040 or other Disposal Site owned or operated by Contractor. Contractor may require the Residential Service Unit Customer to present a valid driver's license and water bill dated within the preceding sixty (60) calendar days with the same address as proof for free Disposal privilege.

9.4. **Disposal and Processing Capacity:** Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City's needs.

10. **DISPOSAL AND PROCESSING LOCATIONS:**

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Texas Commission of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Solid Waste to a Disposal Site.
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials.
- c) Yard Trimmings Collected to a Processing Facility for Yard Trimmings; and
- d) Program Household Hazardous Waste and Electronics to a Processing Facility for Program Household Hazardous Waste and Electronics.

Contractor shall ensure locations operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall ensure locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall ensure locations weigh, record, and tabulate materials from the City and other generators separately. Contractor shall ensure locations test the scales as required by Applicable Law. At a minimum, Contractor shall ensure locations test the scales every six (6) months. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month. Failure of Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement with Contractor.

11. **PROCESSING REQUIREMENTS:**

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination. Failure of Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in at City's option in administrative charges and/or termination by City of this Agreement.

- 11.1. **Program Recyclable Materials Processing Requirements:** Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly.
- 11.2. **Yard Trimmings Processing Requirements:** Contractor shall process all Yard Trimmings into mulch and/or compost.
- 11.3. **Program Household Hazardous Waste and Electronics Processing Requirements:** Contractor shall process a minimum of ninety-two percent (92.0%) by weight of Program Household Hazardous Waste and Electronics into Recovered Materials annually.

12. **ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS OR**

HOUSEHOLD HAZARDOUS WASTE:

If the Parties agree it is economically and technically feasible they can agree to add other Recyclable Materials and/or Household Hazardous Waste and/or Electronics to the program or agree to delete Recyclable Materials and/or Household Hazardous Waste and/or Electronics from the program if the Parties agree it is economically and technically infeasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials or Household Hazardous Waste and/or Electronics may be negotiated and implemented as a change in rate schedule by an amendment to this Agreement. The Contractor shall provide timely updates to the city as new materials become viable for inclusion, ensuring the program remains current and responsive to changing conditions and capabilities.

13. COMMINGLING OF MATERIALS PROHIBITED:

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle the following materials:

- (a) Program Recyclable Materials from Residential Service Units Collected under this Agreement with other materials;
- (b) Program Recyclable Materials with Solid Waste, Yard Trimmings, Household Hazardous Waste, or other material;
- (c) Yard Trimmings from Residential Service Units Collected under this Agreement with other materials;
- (d) Yard Trimmings with Solid Waste, Program Recyclable Materials, Household Hazardous Waste, or other material; or
- (e) Program Household Hazardous Waste and Electronics from Residential Service Units Collected under this Agreement with other materials.

Commingling of materials in violation of this section of the Agreement is a breach of this Agreement and may result at City's option in administrative charges and/or termination by City of this Agreement.

14. DISPOSAL OF PROGRAM RECYCLABLE MATERIALS OR YARD TRIMMINGS OR PROGRAM HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROHIBITED:

Contractor shall not Dispose of any Program Recyclable Materials or Yard Trimmings or Program Household Hazardous Waste and Electronics or market Program Recyclable Materials or Yard Trimmings or Program Household Hazardous Waste and Electronics to markets that Contractor knows or reasonably should have anticipated will Dispose of the Program Recyclable Materials or Yard Trimmings or Program Household Hazardous Waste and Electronics except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Agreement and may result in administrative charges and/or termination by City of this Agreement with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result at City's option in administrative charges and/or

termination by City of this Agreement.

15. **INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:**

15.1. **Contractor's Right to Inspect Set-Outs:** Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Agreement.

15.2. **Unacceptable Set-outs:** Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- (a) The Set-out exceeds the Set-out limits as established in this Agreement;
- (b) The Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-Recyclable Materials by weight;
- (c) The Set-out of Yard Trimmings contains more than ten percent (10%) of non-Yard Trimmings by volume; or
- (d) The Set-out contains any Unacceptable Waste.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- (a) Collect the portion of the Set-out that is properly Set-out (if reasonably feasible to do so); and
- (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM Central Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject to administrative charges as set forth in this Agreement.

16. **RESIDENTIAL SERVICE UNITS' COLLECTION ROUTES:**

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of ninety (90) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the route without Contract Administrator's approval.

17. **HOURS OF OPERATION AND HOLIDAYS:**

17.1. **Hours of Operation:** Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time and shall not extend beyond 7:00 PM, Central Time. Collection from Commercial Service Units not adjacent to Residential Service Units

shall be Collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contract Administrator reserves the right to restrict the hours of operation based on customer complaints.

- 17.2. **Holidays:** The following shall be holidays for purposes of this Agreement: New Year's Day, Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next calendar day after the holiday.

18. **DAMAGE TO PROPERTY:**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor's negligence. Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within the agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

19. **COMPLAINTS AND OFFICE:**

- 19.1. **Complaints:** Customer complaints shall be directed to the Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. The Contractor shall be responsible for maintaining a log of complaints 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 shall be investigated, and, if such allegations cannot be disproved, the Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

- 19.2. **Local Office:** Contractor shall maintain an office within fifty (50) street miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or, completion of Collection from Residential Service Units, Monday through Friday. After office hours, local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

20. **EQUIPMENT AND CONTRACTOR'S REPRESENTATIVE:**

- 20.1. **Recycling and Solid Waste Carts for Residential Service Units:** Contractor shall, at its sole cost and expense, agrees to provide Recycling Carts and Solid Waste Carts necessary to adequately, efficiently, and properly provide the services to Customers in accordance with this Agreement. Recycling and Solid Waste Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:

- (a) Approximate capacity of 65 or 95 gallons;
- (b) Uniform and blue in color (as approved by Contract Administrator);
- (c) City logo (as approved by Contract Administrator) permanently stamped (using hot stamp or other similar process) into each side of the Recycling Cart;
- (d) Without Contractor logo or other information;
- (e) Full-color in-mold label (as approved by Contract Administrator) of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches;
- (f) Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G compliant);
- (g) Metal lift bar (replaceable if damaged); and
- (h) Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

City shall provide a secured area within the City for staging of such Recycling and Solid Waste Carts for the initial distribution. Contractor shall store all additional and replacement Recycling and Solid Waste Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator.

Contractor shall, at its sole cost and expense, assemble and distribute Recycling and Solid Waste Cart(s) to each Customer prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator. Prior to the initial distribution of Carts, Contractor shall distribute a Cart Selection Notice to each Customer advising Customers of option to receive a 65 gallon or 95-gallon Recycling and Solid Waste Cart(s). Prior to any other distribution, the Contractor shall notify the Customer of the option to receive a 65-gallon or 95-gallon Recycling and Solid Waste Cart(s). If the Customer does not respond to the Cart Selection Notice or Contractor notification, the Contractor shall distribute a 65-gallon Recycling Cart to such Customer or a 95-gallon solid waste cart.

For Recycling Carts delivered by Contractor, Contractor shall:

- (a) Attach a Program Introduction Notice to each Recycling Cart prior to delivery to Residential Service Unit;

The Contractor's employees shall take care to prevent damage to Recycling Carts or Solid Waste Carts through unnecessary rough treatment. The Contractor shall be solely responsible for the maintenance (including warranty issues) and replacement of all Recycling and Solid Waste Carts, including those that are damaged, lost, or stolen. The Contractor shall provide a monthly report to the Contract Administrator detailing Recycling and Solid Waste Carts delivered, as well as maintenance performed on such Carts, for the term of the Agreement.

Upon request of a Customer, Contractor shall deliver, at Contractor's sole cost, either (i) an additional 95-gallon Recycling or Solid Waste Cart, or (ii) a replacement Recycling Cart of a different size that meets the requirements of this Agreement.

All Recycling Carts in the possession of Residential Service Units upon the expiration or termination of this Agreement shall become the property of the City.

- 20.2. **Other Equipment:** Contractor, at its sole cost and expense, agrees to furnish all equipment, excluding equipment explicitly stated in this Agreement to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Agreement. The Contractor shall not utilize Collection trucks greater than twenty-six (26) cubic yards for alley collections.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any materials. For Roll-off Collection, Contractor shall provide Collection using vehicles 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 materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles so as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in first-class, safe, and efficient working condition throughout the term of this Agreement. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles used in performance of the obligations herein created shall be less than ten (10) years old and clearly marked with the Contractor's name, website and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition and shall ensure they are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

City may inspect Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose.

- 20.3. **Contractor's Representative:** Contractor shall provide a Contractor's Representative that is qualified, competent, and reliable and authorized to be in charge of operations under this Agreement and to make decisions and act on behalf of the Contractor. Contractor shall provide the Contract Administrator with twenty-four (24) hour access to Contractor's Representative via a non-toll call from City. Contractor shall notify City within a reasonable amount of time not to exceed forty-eight (48) hours of a change to the Contractor's Representative.

21. **SPILLAGE AND LEAKAGE, LITTER, AND ODOR**

- 21.1. **Spillage and Leakage:** Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all cleanups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- 21.2. **Litter:** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Agreement.
- 21.3. **Odor:** Contractor shall maintain equipment used for purposes of this Agreement in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Agreement by Contractor in a manner that eliminates odors.

22. **RECORDS AND REPORTS:**

Contractor agrees to maintain at the local office, see Section 19.2, 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 City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (a) Document services provided by type of service, Container type, Container size, Collection frequency, fees charged, and other information as requested by Contract Administrator.
- (b) Document number of Residential Service Units Set-outs by Program Recyclable Materials, Yard Trimmings, And Program Household Hazardous Waste and other information as requested by Contract Administrator.
- (c) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, and other information as requested by Contract

- Administrator.
- (d) Document missed Collections and Unacceptable Set-outs on a daily basis by address, time and date for each and the reason and notice for Unacceptable Set-outs.
 - (e) Document ownership and maintenance records of all vehicles used to perform the services provided under this Agreement.
 - (f) Document recyclable revenue rebate, public education and outreach fee and franchise fee documentation, calculation, and payment.
 - (g) Customer list by customer name, contact information, address, type of service, Container type, Container size, Collection frequency, and other information as requested by Contract Administrator
 - (h) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

Excluding Section 22 (g) above, Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the above information and identifying the number of Residential Service Units serviced in the previous time period. Contractor shall provide the City with an annual report within thirty (30) calendar days following the end of the calendar year providing Section 22 (g) information above.

23. **INSPECTION RIGHTS:**

- 23.1. **City's Right to Inspect Records, Books, Data and Documents:** City shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, electronic files, data and documents related to this Agreement of Contractor for inspection, and audit, at City's own expense.
- 23.2. **City's Rights to Inspect Facilities and Equipment and Audit Performance:** City shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

24. **PUBLIC EDUCATION AND OUTREACH FEE AND FRANCHISE FEE:**

24.1. **Public Education and Outreach Fee:**

- (a) The City shall be entitled to a Public Education and Outreach Fee of ten cents (\$0.10) per Residential Service Unit per month. The City may increase or

- decrease the Public Education and Outreach during the term of the Agreement.
- (b) Contractor shall provide recycling opportunity assessments at no cost to Customer or City. As part of the recycling opportunity assessment, Contractor shall provide at a minimum estimated cost savings from improved recycling, tips on increasing recycling and preventing waste, recommendations for right-sizing collection services to increase diversion and save money, free resources such as recycling posters, and recommendations for new or adjusted services levels.

24.2. **Franchise Fee:** The City shall be entitled to receive a license fee (the "Franchise Fee") for all services rendered by Contractor hereunder including Residential Services, Commercial Services, and Roll-off Services. The License Fee on the Commencement Date shall be fifteen percent (15%). The Contract Administrator may increase or decrease the License Fee with ninety (90) calendar days written notice. Contractor shall pay the City the License Fee based on gross billings for services provided via the Agreement within the City within thirty (30) calendar days after the last day of the month Contractor provided such services. For purposes of the License Fee, gross billings exclude the License Fee.

25. **BILLING:**

- (a) A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Agreement. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Agreement.
- (b) City shall provide billing and bill Base Services for Residential Service Units during the term of this Agreement. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulky Waste services and Roll-off Services.
- (c) Contractor shall bill City and Customers in accordance with Agreement and then-current rate schedule as reflected in Exhibit 2 plus the then-current License Fee. Contractor agrees senior citizens shall receive a ten percent (10%) discount on the then-current rate schedule as reflected in Exhibit 2 for Base Services for Residential Service Units. Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Agreement.
- (d) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment,

less any Public Education and Outreach Fee, Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Agreement, for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.

- (e) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit to the City payment for Franchise Fees and other payments in accordance with this Agreement for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. MODIFICATION TO RATES:

Rates will remain fixed as set forth in Exhibit 2 will not be adjusted until January 1, 2028. Commencing on January 1, 2028, and continuing annually on each January 1st, rates, excluding Public Education and Outreach Fee and Franchise Fee, shall be increased by five percent (5.0%). Rates shall not be adjusted unless explicitly authorized in this Section.

27. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect.

28. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. 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.

29. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive vendor and license rights granted herein on behalf of the City. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers.

30. ADMINISTRATIVE CHARGES:

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, City will suffer damages which are difficult to determine and adequately specify. Contractor agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of this

Agreement and City may require payment by Contractor of the charges set forth for each act or omission:

(a) Missed Collection

\$50 for each missed Collection in excess of two (2) missed Collections per day, to be assessed at the end of each Collection month. A missed Collection occurs when a resident reports a missed Collection, the address was not reported by Contractor as an Unacceptable Set-out, and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.

(b) Missed Residential Service Unit block

\$500 for each incident of Contractor failing to pick up material on a block containing Residential Service Units. A missed Residential Service Unit block is where three Residential Service Units on one side of a street between cross streets or an entire cul de sac reports a missed Collection. A missed Residential Service Unit block occurs when the addresses reporting missed Collections were not reported by Contractor as Unacceptable Set-outs and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.

(c) Failure to provide Collection from Residential Service Units during normal hours of operation

\$250 for each Contractor vehicle providing Collection without approval of the Contract Administrator.

(d) Failure to complete 95% of the Collections on a given day

Failure to complete 95% of Collections on a given day shall occur when Contractor fails to Collect or attempt to Collect from 95% of the total Residential Service Units to be serviced on the given day. \$2,500 each day that 95% of Collections are not made or attempted.

(e) Failure to clean up material spilled or leakage by Contractor within two(2) hours of verbal or written notification

Failure to clean up material spilled or leakage by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage. \$250 each incident.

(f) Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics

\$100 each incident.

(g) Failure to address damage to property in accordance with Agreement and approved procedure for management of property damage

Failure to address damage to property in accordance with Agreement and approved procedure for management of property damage. \$250 each incident.

(h) Failure or neglect to Collect materials from a missed pickup location within the amount of time specified in this Agreement

Failure to address, as required by this Agreement, a failure or neglect to Collect materials from a missed pickup location within the time specified in the Agreement shall commence the earlier of when Contractor becomes aware of such missed pick-up or Contract Administrator or Customer notifies Contractor of such missed pick-up.

\$250 each incident.

- (i) **Failure to provide a complete report (including but not limited to weekly, monthly or annual reports)**
\$250 per Business Day thereafter per incident
- (j) **Failure to return receptacles to approximately original location.**
\$25 each incident
- (k) **Commingling of materials in violation of this Agreement**
\$1,000 each incident
- (l) **Disposal of Program Recyclable Materials or Yard Trimmings or Program Household Hazardous Waste and Electronics**
\$2,000 each incident
- (m) **Failure to leave a public education notice for Unacceptable Set-outs**
\$100 each incident
- (n) **Failure to distribute Program Introduction Notices**
\$100 each incident
- (o) **Failure to respond to any Customer complaint within the amount of time specified in this Agreement**
\$100 per Business Day thereafter per incident
- (p) **Failure to provide City or its designee with the required resolved Customer complaint documentation**
\$50 per Business Day thereafter per incident
- (q) **Failure to maintain scales in accordance with Agreement.**
\$250 per day per scale
- (r) **Failure to be prepared to perform services on and after the Commencement Date.**
\$3,000 each day
- (s) **Failure to capture and convert a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials into Recovered Materials for any period of time determined by the Contract Administrator.**
\$500 each day

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the Agreement has not occurred. The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by City or its designee. It shall be the duty of Contractor to take whatever steps, or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to Contractor. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Agreement. For the purposes of this Agreement, Contractor shall not be deemed to be liable for such

charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Agreement, provided however, that Contractor shall obtain approval for the delay from the Contract Administrator prior to 3:00 PM, Central Time of the Scheduled Collection Day.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

31. **TERMINATION:**

City may terminate this Agreement without liability to Contractor and pursue all of its legal, contractual and equitable remedies for default upon Contractor.

- (a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City's satisfaction within thirty (30) calendar days thereafter.
- (b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) calendar days thereafter.
- (c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (d) Committing an act of default of a provision of this Agreement.
- (e) Failing to timely and fully pay any or all impositions pursuant to this Agreement.
- (f) As otherwise provided by this Agreement.

This Agreement shall terminate upon any one of the following:

- (a) The written agreement of the Parties.
- (b) The expiration of this Agreement.

32. **DISPUTE RESOLUTION:**

- (a) 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 the claim, dispute, disagreement or controversy may be resolved by pursuing the action in the Courts. Venue for any action shall be in Dallas County, Texas.
- (b) All attorneys' fees and costs of the arbitration shall in the first instance be borne by the respective party incurring such costs and fees, unless fees are awarded by the Court.

33. **FORCE MAJEURE:**

Except for any payment obligation by either Party, if Authority or Collections Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for Authority or Collections Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the Authority or Collections Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Collections Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

34. PERFORMANCE BOND

Upon the Contractor's execution of this Agreement, the Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in a form approved by the Contract Administrator to secure the full, complete, and faithful performance of the terms and conditions herein. For the first Agreement Year, the Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in the amount equal to or greater than the Contractor's estimated amount of gross billings pursuant to this Agreement from November 1, 2024, through April 30, 2025. For each Agreement Year after the initial Agreement Year, Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in the amount equal to or greater than the number of gross billings pursuant to this Agreement from January 1 through June 30 of the prior Agreement Year. The Contractor shall renew the Performance Bond in accordance with this Agreement annually throughout the term of the Agreement and any subsequent renewal periods. The Contractor shall ensure the Performance Bond is signed by the president or an authorized officer of the Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an "A" or better rating by A. M. Best or Standard and Poor's, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

35. INSURANCE:

35.1. No Insurance by City: Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems

necessary. City does not and shall not carry insurance policies covering Contractor.

35.2. Contractor Insurance Requirements:

(a) **Specific Insurance Requirements.** Contractor and its subcontractors shall procure and maintain, during the term of this Agreement and any extensions thereof the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

1. With written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then Worker's Compensation or equivalent: as set forth in the Worker's Compensation Act.

or

Without written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then Worker's Compensation: as set forth in the Worker's Compensation Act.

2. **Commercial General:** \$1,000,000 Each Accident/Occurrence.
3. **Liability (Public): \$1,000,000 Aggregate; \$1,000,000 Products & Completed Operations Aggregate.**
4. **Liability Insurance:** \$1,000,000 aggregate.
5. **Excess/Umbrella Liability:** \$1,000,000 per occurrence w/drop down coverage.
6. **Automobile Bodily Injury Liability:** \$300,000 each person, \$1,000,000 each occurrence
7. **Automobile Property Damage Liability:** \$300,000 each occurrence.

The policies of insurance shall be primary and written on forms acceptable to City and placed with insurance carriers approved and licensed by the State and meet a minimum financial A.M. Best & Company rating of no less than "Excellent": VII.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) calendar days prior written notice has been delivered to City through certified mail as required in this Agreement.

The cancellation clause on Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Agreement and can result in retraction by City of the award of the Agreement to Contractor or termination of this Agreement.

The policies of insurance must include an endorsement from the insurer adding City as an additional insured to the policy.

Contractor shall file proof of insurance for it and its subcontractor(s) meeting the requirements as set forth herein with City prior to execution of this Agreement. In addition, Contractor shall be solely responsible for assuring that all proofs of insurance are up to date as filed with City. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination by City of this Agreement with Contractor.

No changes are to be made to these specifications without prior written approval by City.

Approval of the insurance by City shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of services provided herein.

- (b) **General Requirements.** Contractor's and its subcontractors' insurers must be authorized to transact business in the State.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Worker's Compensation policies shall name the City as additional insured.

Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each insurance policy required by this Agreement shall meet the following requirements:

1. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
2. Each policy shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt

- requested, has been given to City.
3. City shall retain the right at any time to review coverage, form and amount of insurance.
 4. The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Agreement.
 5. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy.
 6. Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by the City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided with an option, the Contractor agrees to purchase the extended reporting period coverage upon cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
 7. Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Agreement, as well as City's Agreement and description of work, are to be received and approved by City upon execution of this Agreement by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work.
 8. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Agreement. Failure to comply with any term of this Section is a breach of this Agreement and may result in termination by City of this Agreement at City's option.

36. **INDEMNITY:**

The Contractor shall indemnify City against any third party claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall

notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

37. **OWNERSHIP AND RISK OF LOSS:**

Title and risk of loss to Solid Waste, Program Recyclable Materials, Yard Trimmings, and Program Household Hazardous Waste and Electronics shall pass to Contractor when placed in Contractor's Collection vehicle. Title and liability for Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

38. **SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

39. **ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Dallas County, Texas.

40. **MOST FAVORED NATIONS:**

If during the term of this Agreement, Contractor enters into or amends a contract with another municipal customer within the Greater Dallas/Fort Worth Area providing each of the following: (i) an initial term at least as long as the initial term of this Agreement, (ii) uninterrupted service, (iii) Collection and Disposal of a volume of Solid Waste at least equal to the volume of solid waste and level of service under this Agreement, for lower than rates per this Agreement, then the City's applicable rates shall be reduced to the applicable rates of such municipal customer per request of the City.

41. **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) calendar days' notice to the other party in the manner set forth herein.

If to the City, at: **Mike Land City of Coppel**
P.O. Box 9478
Coppel, Texas 75011

If to the Contractor at: **David Harwell, General Manager**
6100 Elliott Reeder Road
Fort Worth, TX 76117

with a copy to: **Republic Services of Fort Worth**
6100 Elliott Reeder Road
Fort Worth, TX 76117

Attn: Jeri Harwell, Municipal Service Manager

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

42. **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.

43. **APPROPRIATION; SOVEREIGN IMMUNITY:**

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. In addition, the City and Contractor acknowledge that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code, and including the attorney's fees provisions of §271.159. Subject to the agreements and modifications of the parties herein with respect to the City's waiver of immunity to suit, both parties agree that governmental or sovereign immunity is not a defense to suit or liability to enforce the terms of this Agreement, including actual, consequential and lost

profit damages resulting from the City's breach of this Agreement, and Contractor shall be entitled to sue the City for the City's breach of this Agreement and collect all actual, consequential and/or lost profit damages arising from such breach. The parties further agree that the City waives the right to assert sovereign immunity in a breach of contract action involving the parties, and that all contractual damages, including recovery of consequential damages and/or loss profit, shall be available in litigation between the parties with the recovery of attorneys' fees provided by TCPRC §38.01, et seq.

44. ELIGIBLE DISASTER DEBRIS:

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Agreement.

EFFECTIVE AS OF THE _____ DAY OF _____, 2025.

CITY:

CITY OF COPPELL, TEXAS

**ALLIED WASTE SERVICES OF
FORT WORTH LLC DBA
REPUBLIC SERVICES OF FORT
WORTH**

BY: _____

**BY _____
MIKE LAND, CITY MANAGER**

ATTEST:

City Secretary,
City of Coppel, Texas

APPROVED:

City Attorney

EXHIBIT 1
PROGRAM HOUSEHOLD HAZARDOUS WASTE AND
ELECTRONICS SCHEDULING AND SET-OUT PROCEDURES

1. **Scheduling Procedures:** Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for scheduling service consistent with the following requirements.
 - a. Customers may email or call local office to schedule a service appointment.
 - b. Contractor shall return emails and voicemails within one (1) Business Day of Customer leaving the voicemail or sending the e-mail.
 - c. If customer emails or calls by noon on Friday, service date shall be Wednesday (i.e. within the week) unless a later service date is requested by Customer.
 - d. If customer emails or calls after noon on Friday, service date shall be the second Wednesday (i.e. within two weeks) unless a earlier date is agreed to by Contractor or a later service date is requested by Customer.
 - e. Contractor shall mail a Collection Kit to each Residential Service Unit Customer at no cost to Customer or City within two (2) Business Days of scheduling a service appointment.
2. **Set-out Procedures:** Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for Set-outs consistent with the following requirements.
 - a. Customer shall place Sharps/Medical Waste in Program Sharps/Medical Waste Container. In addition, Customers shall place Program Sharps/Medical Waste Container in Program Household Hazardous Waste and Electronics Bag.
 - b. Customer shall place the Program Household Hazardous Waste and Electronics Bag on the ground near exterior entrance door to Residential Service Unit.
 - c. Customer shall place electronics items, auto batteries, fluorescents, and materials that do not fit inside the Program Household Hazardous Waste and Electronics Bag beside the filled Program Household Hazardous Waste and Electronics Bag.