



## **CONTRACT**

### **RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID WASTE COLLECTION, TRANSPORTATION, PROCESSING, AND DISPOSAL SERVICES**

**September 1, 2022**

**CONTRACT**

This Exclusive Franchise and Contract for Residential, Commercial, and Industrial Solid Waste Collection, Transportation, Processing, and Disposal Services Contract ("**Contract**"), effective on the Effective Date, by and between the City of Sugar Land, Texas, a municipal corporation, including city management and staff acting on behalf of the City Manager and Council for the purpose of solid waste management (collectively, the "**City**") and BFI Waste Services of Texas, LP d/b/a Republic Services of Houston, a Delaware limited partnership, and its successors and/or permitted assigns (collectively, the "**Contractor**" and together with the City, the "**Parties**") is executed for the purpose of providing residential, commercial and industrial solid waste Collection, transportation, processing, and disposal services for and within the City. Contractor is responsible for providing all of the services and all equipment, materials, supplies, labor, supervision, and other items necessary to complete the work described herein.

**CITY OF SUGAR LAND**

By: \_\_\_\_\_  
Michael W. Goodrum, City Manager

Date: \_\_\_\_\_

**BFI Waste Services of Texas, LP,  
a Delaware limited partnership**

By: \_\_\_\_\_  
Name: Vasser Brenes

Title: Area President

Date: 8/31/22

ATTEST:

\_\_\_\_\_  
Thomas H. Harris, III, City Secretary

REVIEWED FOR LEGAL COMPLIANCE:

\_\_\_\_\_  
Meredith Riede, City Attorney

## **Article I. Definitions**

Americans with Disabilities Act or ADA - the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101), *et seq.*

Appliances - household appliances, including but not limited to stoves, ovens, microwave ovens, refrigerators, freezers, water heaters, washing machines and clothes dryers.

Applicable Laws - all applicable laws (whether statutory or common) including statutes, ordinances, regulations, rules, permits, licenses, orders, decrees, judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction over all or part of the matters addressed in this Contract.

Bags - plastic sacks each of no more than thirty-three (33) gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top and placed curbside for Waste Collection.

Brush - all cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4) inches in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the Collection Vehicle. No stacks, bags, bundles or containers shall exceed forty (40) pounds in total weight.

Bulky Waste - large rubbish items unable to fit inside the garbage cart including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

Cart - 35, 65, and 95-gallon plastic receptacles issued by Contractor, equipped with wheels, handles and a tight-fitting cover, designed for automated or rear load Collection Vehicle. The weight of a Cart and its contents shall not exceed approximately 170 lbs. Carts are owned by the City.

Collection - with respect to Waste, the act of removing Waste and transporting, processing and disposing of Waste at a Disposal Facility; with respect to Recyclables, the act of removing Recyclables and transporting, processing and disposing of Recyclables at Contractors' materials recovery facility.

Commencement Date - January 16, 2023 at 12:00 a.m.

Commercial Unit - all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

Commercial Waste - all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

Compactor - a mechanical unit that receives, compacts and reduces the volume of municipal waste, refuse or garbage, whether stationary or mobile.

Construction and Demolition Debris - waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

Container - a receptacle with a capacity of at least 18 gallons but not greater than 96, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

Contractor's Proposal - that certain May 26, 2022, Proposal submitted by Contractor in response to the City's Request for Proposal ("RFP") No. 2022-17 for Solid Waste Services.

Customer - the owner and/or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit located within the City and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

Dead Animals - animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

Detachable Container - a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (e.g., "Roll-offs Containers"). Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for the Detachable Container size.

Disposal Facility - A duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract's Term.

Diversion - the amount of waste materials diverted from traditional disposal, such as landfilling or incineration, to be recycled, composted, or re-used.

Effective Date - the date that is the latest date that the parties executed this Contract.

Front End Loader or FEL - Container intended for high-volume Refuse generation by Multi-Family Dwellings, and capable of pickup and transport to a landfill by loading of the container onto the front of transporting vehicle.

Garbage - Municipal Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

Global Position System or GPS - the satellite-based radionavigation system owned by the United States government or similar global navigation or geolocation technology.

Green Waste - items such as yard trimmings, Brush, clean wood material, tree limbs, vegetative material, leaves, grass clippings (no sod), mixed yard waste, leaf mulch, shrubbery, sawdust, holiday trees, wood chips, and any other landscape waste material conducive to the composting process.

Gross Amount Billed (Commercial) - the total of all Commercial Units serviced and billed by the Contractor.

Gross Amount Billed (Industrial) - the monthly total of all Industrial Units serviced and billed by the City.

Gross Amount Billed (Residential) - the monthly total of all Residential Units serviced and billed by the City.

Hazardous Waste - any Solid Waste identified or listed as hazardous waste by any agency of the State of Texas or by the Administrator of the United States Environmental Protection Agency and shall include Hazardous and Class I Non-Hazardous Waste as defined by the rules of the Texas Commission on Environmental Quality pertaining to classification and coding of industrial and hazardous wastes.

Industrial Unit - all industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

Industrial Waste - Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

Initial Term - is the period of time commencing at 12:00 a.m. on the Effective Date and terminating at 11:59 p.m. on the date ten (10) years later than the Effective Date, unless terminated as provided in this Contract.

Medical Waste - Waste generated by health care facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, and sharps as those defined in 25 T.A.C §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in the Texas Agricultural Code, §252.001 (6) (Definitions – Farmland or ranchland), 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.

Missed Collection - a Collection that was not provided as scheduled.

Multi-Family Dwelling - a structure for residential living consisting of more than four attached units.

Municipal Solid Waste or MSW - wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or Construction and Demolition Debris. The term does not include source-separated recyclable materials.

Recyclables - items designated on the List of Recyclables set forth in Appendix B to be collected and processed separately for the purpose of re-use.

Recycling Drop-Off Center - a location, either temporary or permanent, within the City established for the receipt of recyclables.

Recycling - 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, which 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.

Recycling Program - programs designed to meet the Recycling goals established by the U.S. Environmental Protection Agency, the TCEQ, or the City to reduce waste impacts.

Refrigerants - a Class I or Class II substance as listed in 42 U.S.C. Section 7671a and rules adopted under that section, as amended. These substances are typically found in refrigerators, window air conditioners, icemakers and freezers.

Residential Waste - all Bulky Waste, Green Waste, Solid Waste, Recyclables (including bulk cardboard) generated by a Customer at a Residential Unit.

Residential Unit - a dwelling within the geographical limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when water service is being supplied thereto.

Refuse - items discarded and designated for Solid Waste Collection.

Roll-off Container - a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30 or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, or for Construction and Demolition Debris, and capable of pickup and transport to a Municipal Solid Waste landfill by loading of the Roll-off Container onto the rear of transporting Vehicle, but excluding a stationary Compactor.

Rubbish - Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes papers, rags, cartons, wood, 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.

Small Business Garbage Generator - a Commercial Unit which generates no more than one (1) cubic yard of Solid Waste per week.

Solid Waste - any 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, semisolid, 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; c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources other substance or material 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 re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA"), as amended (42 USC, §§6901 et seq.), or d) Unacceptable Waste.

Special Event - an event sponsored, co-sponsored, or supported by the City.

Special Waste - any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties require special handling and disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment (as defined in 30 T.A.C Chapter 333 (1996)), and as amended.

State of Emergency - a condition determined and declared by the City in its sole discretion and arising from the occurrence or severe threat of a natural disaster, danger, or condition impacting the City, including but not limited to the occurrence or severe threat of a hurricane, tornado, flood, ice storm, fire, strike, riot, terrorist act, or any other occurrence or threat of that results in the activation of the City Emergency Operations Center.

Vehicle - one or more of the vehicles of any type, including trucks, listed in Tab 5 of Contractor's Proposal and other vehicles of similar model and make currently owned or leased or subsequently purchased or leased by Contractor; as of January 1, 2024, and all dates thereafter, all Vehicles shall be no more than six (6) years of age, unless the City approves otherwise. CNG vehicles are preferred.

Tag - preprinted correspondence attached to an item for the purpose of notifying resident of problems with an item set out for Collection.

TCEQ - the Texas Commission on Environmental Quality, including any and all successor agencies.

Term - The Initial Term and any extensions thereto.

Unacceptable Waste - any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 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, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

Unit Price - the amount to provide Residential Waste services to each Residential Unit, as designated in this Contract.

Unusual Accumulations - Any Residential Waste placed curbside for Collection which does not meet the specifications defined by this Agreement for regular Garbage, Bulky Waste, and yard waste including any Waste placed in a bag or other container. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the Collection of Unusual Accumulations for a fee as after inspection and pricing by Contractor supervision.

Waste - includes all Residential Waste, Commercial Waste, Industrial Waste, to be collected by Contractor pursuant to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

White Goods - refrigerators which have chlorofluorocarbons (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.



## **Article II. Grant of Contract**

A. Grant of Contract and Franchise. To the extent allowed by law, City hereby grants to Contractor:

1. the sole and exclusive franchise, license and privilege within the City to collect Waste, Construction and Demolition Debris, and Recyclables during the Term of this Contract from all Residential, Commercial, and Industrial Customers located within the City; and
2. the sole and exclusive franchise, license and privilege to collect Waste and Recyclables during the Term of this Contract from all City Facilities.

## **Article II. Contract Term and Commencement Date**

- A. The Initial Term of this Contract is the period of time commencing at 12:00 a.m. on the Effective Date and terminating at 11:59 p.m. on the date ten (10) years later, unless terminated as provided in this Contract. Contract shall begin its Collection services for Residential Units, Commercial Waste, and Industrial Waste on the Commencement Date.
- B. The Initial Term may be extended annually for one-year terms, upon mutual written agreement, by giving the Contractor written notice of the City's intention to extend the Contract ninety (90) days before the expiration of the Initial Term or applicable extension.

## **Article III. Residential Service and Collection Specifications**

### **A. Collection Rate, Schedule, Hours, and Collection Frequency - Residential Units**

1. The charge for the Collection of Residential Waste for Residential Units is included in the Unit Price specified in Appendix A.
2. Collection shall be scheduled by subdivision on either a Monday, Tuesday, Wednesday, Thursday, or Friday. No Collection shall be made on Saturdays or Sundays except during weeks that contain a rolling holiday schedule, unless approved by the City. The Collection schedule shall be determined by the City.
3. Collection shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled Collection day.
4. Collection of Residential Waste shall be provided twice a week.
5. Collection of Recyclables shall be provided once a week, on a scheduled MSW Collection day.
6. Collection of Green Waste shall be provided once a week, on a scheduled MSW Collection day.

7. Collection of Green Waste items exceeding ten (10) cubic yards shall be provided within five (5) business days.
8. Collection of Bulky Waste shall be provided on an on-demand basis within five (5) business days of a Customer's request.
9. An additional Collection of Bulky Waste shall be provided in the week following New Year's Day, Thanksgiving Day and Christmas Day.
10. Collection from Recycling Drop-Off Centers shall be provided as determined by the City.
11. Collection of bulk cardboard Collection shall be provided within seven (7) calendar days of the request for service.
12. Collection of holiday trees shall be provided for a specified period.

**B. Collection Days and Routing - Residential Units**

1. Collection shall occur in a routine manner, following established routes.
2. Contractor shall submit a schedule of Collection days for the City's approval at least ninety (90) calendar days prior to implementation of service.
3. Contractor shall submit route maps to the City for the City's approval at least thirty (30) calendar days prior to implementation of service. Maps will detail each Collection route and show the starting point, general starting time, general direction of travel, and the ending point.
4. Should a change in a routing schedule be necessary, Contractor shall receive approval from the City at least ninety (90) calendar days prior to implementation of any change in a Collection route, including starting and ending points. Should a routing schedule change be approved, Contractor shall notify residents in the affected area of the change in schedule or routing and the anticipated effect on the Collection time. Notification shall be by letters mailed to affected residents.
5. Contractor shall collect all items placed at the curb that are in compliance on the first pass by the Residential Unit.
6. The Contractor shall Tag items placed for Collection that are not collectable under the terms of this Contract.

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## C. Carts

1. Carts must meet all of the following requirements:
  - a. Carts must be colored to differentiate Solid Waste from Recyclables. Colors must be approved by the City.
  - b. Carts must be of high-quality and durability with at least a ten-year warranty.
  - c. Cart markings must be approved by the City.
  - d. Upon expiration of the Initial Term, new Carts provided by Contractor under this Contract shall be the property of the City.
  - e. A Residential Unit may select its Cart size. The default size is 95 gallons for the Solid Waste Cart and 95 gallons for the Recyclables Cart. The alternative Cart size is 65 gallons for the Solid Waste Cart and 65 gallons for the Recyclables Cart. Residential Units enrolled in the Cart Assistance Program are eligible for a 35-gallon Cart. The 35-gallon Cart option is also available for Residential Units with gate access issues, as reasonably determined by the Contractor. A Residential Unit may change its Cart size for a fee of \$25 per Cart.
  - f. Used Carts must be in good condition and cleaned prior to reentry into the system and delivery to Customers.
2. Contemporaneous with the delivery of the Carts, Contractor shall provide instructions for proper use of the Carts (including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt and procedures to follow to minimize potential fire problems), as approved by the City, to each Residential Unit.
3. Contractor will be responsible for responding to requests from and delivering Carts to, Customers who need a Cart replacement for whatever reason. Contractor shall deliver the Carts no later than two (2) business days after notice from the City. Where a replacement Cart is purchased by the Contractor to replace a Cart that has been lost, stolen, or damaged, Contractor shall assess the Resident Unit the replacement fee set forth in Appendix A, unless Contractor caused the damage to the Cart, in which case, Contractor shall provide a replacement Cart at no cost to the Residential Unit. Contractor shall remove damaged Carts at the same time it delivers a replacement Cart. Contractor shall document all Cart replacements and exchanges, including address and neighborhood, and provide in the monthly report.
4. In the case of an existing service address whose previous resident has left a MSW Cart and Recyclables Cart; no formal notification will be given to Contractor. In

the case of new homes or existing homes that do not have a MSW Cart and Recyclables Cart, the Resident Unit shall contact Contractor directly. The City will provide the Contractor with a formal request for new service. New MSW and Recyclables Carts will be provided within two (2) business days of the request with Collection available on the next scheduled day following delivery of the Carts.

### **G. Bulky Waste**

1. Bulky Waste in an amount up to five (5) cubic yards that is placed at the curb, and in substantial compliance with City ordinances, shall be collected be provided on an on-demand basis to Residential Units within five (5) business days of a Customer's request, except for the holiday schedule as provided in this Contract.

### **H. Appliances**

1. Appliances shall be collected as Bulky Waste when in compliance with City ordinances.
2. Residential Units shall be responsible for removing Refrigerants from any such Appliances/White Goods containing Refrigerants. A tag from a licensed remover of Refrigerants shall be prominently displayed on any applicable Appliances/White Goods items prior to Collection.
3. The Contractor will maintain a list containing the names of at least two vendors who are licensed by the State to remove Refrigerants from Appliances/White Goods. This list will be made available to Residential Units upon request.
4. Contractor shall collect all Appliances and White Goods placed at the curb that are in compliance with City ordinances on the first pass by the Residential Unit.

### **I. Recyclables - Residential Units**

1. Recyclable Collection
  - a. Recyclables shall be collected once per week in a Vehicle designated for Collection of Recyclables.
  - b. Recyclables Collection shall occur on one of the MSW Collection days.
  - c. Residents shall be encouraged to separate and set out Recyclables, but neither the City nor the Contractor shall mandate participation in the Recycling program.
  - d. Contractor shall leave materials in the Cart that are not Recyclables to the extent that Contractor can separate them from the Recyclables.

## 2. Recyclables

- a. Contractor shall collect all items on the List of Recyclables.
- b. With approval of the City, the Contractor may alter the List of Recyclables. Requests shall be made in writing, specify the reason for the request, and explain the impact of deleting or adding the Recyclables item(s) for Collection and processing.
- c. Contractor shall deliver Recyclables to Independent Texas Recyclers and/or any other recyclable material facility approved in writing by the City.
- d. Contractor shall not landfill any Recyclables without prior written consent of the City.

## J. Green Waste

1. Green Waste shall be collected once per week.
2. Green Waste Collection shall occur on one of the MSW Collection days.
3. Residential Units shall be encouraged to separate and set out Green Waste, but neither the City nor the Contractor shall mandate participation in the Green Waste program.
4. Contractor shall collect on the first pass by the Residential Unit all Green Waste items in an amount up to ten (10) cubic yards that are placed at the curb and either contained in clear bags, tied or bundled. Contractor shall not collect Garbage or contaminated Green Waste with a Green Waste Collection Vehicle.
5. Contractor shall collect within five (5) business days Green Waste exceeding ten (10) cubic yards that is placed at the curb at Residential Unit.
6. Contractor shall only deliver Green Waste to Blue Ridge Landfill, McCarty Road Landfill and/or any other composting facility approved by the City.
7. Contractor shall not dispose of any Green Waste that has been rejected by a composting facility without prior notification to the City.
8. Contractor shall provide Collection for holiday trees for a period specified by the City.

## K. Unusual Accumulations

1. When a Customer desires Collection of more Brush and Bulky Waste than the weekly limit, the Customer can request an Unusual Accumulations Collection at the rate set forth in Appendix A. Any additional fees to be charged to a Customer

for Collection of Unusual Accumulations will be determined after visual inspection by Contractor's supervisor, and such fees will be approved by the Customer prior to commencing work.

#### **L. Collection Impediments**

1. Contractor is responsible for providing Solid Waste Collection to households affected by Collection impediments such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction.
2. Contractor shall notify the City of the specific locations where such impediments routinely hinder Collection.

#### **M. House Side Collection**

1. Contractor shall be willing to enter into separate agreements with homeowner associations (HOAs) wanting to provide house side Collection to Residential Units in a designated subdivision.
2. Contractor shall negotiate the fee for house side Collection with each HOA.
3. House Side service contracts shall be agreements between the HOA and the Contractor only. Contractor and HOA shall negotiate service, billing, and payment specifications for that service.

#### **N. Cart Assistance Program**

1. If the City deems one or more residents of a Residential Unit are handicapped or, due to age or verified physical limitations, cannot safely move their Solid Waste and Recyclables Carts to the curb, Contractor personnel shall collect the Cart at the side yard or garage door and return to the same place once emptied. All requests for Collection assistance shall be reviewed and approved by the City as it determines (in its sole and reasonable discretion), and with the City's decision then relayed by the City to Contractor. The rate for this Collection assistance shall be the same as a regular Collection.

### **Article IV. Commercial and Industrial Unit Service and Collection Specifications**

#### **A. Collection Specifications - Commercial Waste and Industrial Waste**

1. Except as provided in this Contract, the Contractor shall provide regular Collection, of Commercial Waste, Industrial Waste and Recyclables for all Commercial and Industrial Units within the City according to the schedule agreed upon between the Customers and the Contractor. Schedules shall be made available Monday through Sunday.

2. The purchase, lease, delivery, installation, maintenance and repair of any stationary Compactors, Detachable Container, Roll-off Containers or any related parts or accessories, are between Contractor and the Customer. The fees for the rental of Detachable Container are the same as those set forth in Roll-off Container rate schedule in Appendix A. Prior to the Commencement Date, Contractor shall provide Compactors, Detachable Container, Roll-off Containers, and specialized equipment to Customers who lease or purchase them from Contractor.
3. Customers may lease Compactors from suppliers other than the Contractor. The Contractor shall be responsible for hauling all Compactors.
4. Contractor may, in accordance with its TCEQ permit, haul Special Waste or Hazardous Waste to designated, State-permitted, Special Waste or Hazardous Waste landfills or facilities, as applicable.

## **B. Collection Detachable Containers**

1. Contractor shall provide Commercial Units and Industrial Units with appropriate reusable Detachable Containers for Collection of Commercial Waste, Industrial Waste and Recyclables, subject to the following requirements:
  - a. All such Detachable Containers shall be equipped with suitable covers to prevent the scattering of the Detachable Container's contents while in transit or in the Customer's location.
  - b. All such Detachable Containers shall be in good repair, of a good appearance.
  - c. All such Detachable Containers shall be clearly marked with Contractor's name and telephone number in letters not less than two (2) inches in height.
  - d. Contractor shall make Casters available upon request for 2, 3 and 4 cubic yard. Customers requiring casters may be charged an additional service fee, as provided in this Contract.
2. Contractor and Customers shall mutually agree upon the size of Detachable Containers needed to provide adequate service to ensure that Commercial Waste and Industrial Waste is removed according to City ordinances and any other applicable law.
3. Contractor will ensure all Detachable Container enclosures are closed after Collection.
4. Contractor shall not operate or use a motor vehicle to unload or empty a Detachable Container by means of a mechanical lifting apparatus or device attached to the

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motor vehicle between the hours of 10:00 p.m. and 7:00 a.m. of the following day, if the container is located within 400 feet of a Residential Unit.

5. If access to a Detachable Container is blocked, the Contractor's driver shall radio the Contractor's dispatcher. A call must be placed to the Customer describing the obstruction. The driver shall wait until the Customer is contacted and the obstruction cleared. If not cleared within ten (10) minutes, the driver may proceed on route without collecting such Waste.
6. Contractor shall report any evident odor or insect problems to the City via e-mail. Contractor shall notify all Customers of proper procedures for minimizing odors and insects in and around Detachable Containers.
7. Within twenty-four (24) hours of an incident involving an overloaded or underserviced Detachable Container, the Contractor shall document the problem with photos and/or scale tickets, notify and recommend resolution of problems to the Customer, copying the City. If the Customer has front-load service and the Detachable Container is overloaded, Contractor shall notify the Customer, while still servicing the Detachable Container (if safe) on the first occurrence at no additional charge. Within sixty (60) days of first occurrence, if the Customer overloads the Detachable Container again, Contractor shall notify the Customer, empty the Detachable Container, if safe, and may charge the overload fee as identified in the approved rate schedule attached to this Contract. If Contractor is unable to safely service the Detachable Container, and the Customer fails to resolve the matter within forty-eight (48) hours of notification, the Customer may be charged an extra pickup fee, if serviced, as identified in the approved rate schedule attached to this Contract.

### **C. Detachable Container Maintenance**

1. Detachable Containers shall be exchanged as needed or as deemed necessary by the City. A request from the Customer for an exchange in addition to those provided by Contractor may be charged an additional fee, as provided in this Contract. Notwithstanding the foregoing, Detachable Containers placed for the Collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years. The Contractor shall provide the City a replacement schedule along with Customer notification language within sixty (60) days of replacement for approval.
2. All Detachable Containers shall be maintained in the City-approved single color or color scheme.
3. All previously owned or used Detachable Containers in need of replacement or repainting shall be replaced or repainted the City-approved single color or color scheme within six months of the Effective Date.



4. Damaged Detachable Containers:

- a. Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others. Contractor shall be responsible for the repair of all Detachable Containers damaged due to the Contractor's negligence and any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard. Contractor shall repair or replace Detachable Containers within one (1) business day of the event causing damage or receipt of notice.
  - b. If the damage is not due to Contractor servicing or a defect in materials and workmanship, a fee will be charged to the Customer. The amount will depend on the repairs needed.
  - c. If an unsightly condition develops due to fire, paint or other causes, the Detachable Container shall be exchanged upon request of the City.
5. Contractor shall maintain a sufficient inventory of Detachable Containers to respond to the City's and Customer's needs in a prompt manner to accommodate replacements or new service starts.

**D. Recycling - Commercial and Industrial Units**

1. Contractor must establish and promote a Recycling program among all Customers.
2. Contractor shall provide at least two (2) options to a Customer for Recyclables Collection.
3. Contractor shall maintain a Recycling program for its Customers, consistent with federal, state and local laws, to assist the City in achieving the City's Diversion goals.
4. Contractor must use due diligence and its commercially reasonable efforts to maximize the economic return from the sale of the Recyclables processed by the Recycling processing center(s) and must maintain at its local office detailed records and files of all payments it receives from third parties for the purchase of the Recyclables to show that Recyclables have been resold for the purpose of Recycling.
5. Contractor shall provide various Recycling programs for the Commercial Units and Industrial Units designed to meet the goals established by the United States Environmental Protection Agency and the TCEQ to reduce the impact of waste by Recyclables. This program must comply with federal and state law mandates. Nothing in this Contract mandates or requires the Commercial Units or Industrial Units to participate in the Contractor's Recycling programs.

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**E. Collection Rates**

1. Appendix A establishes the rates to be charged by the Contractor for Commercial Waste and Industrial Waste provided under this Contract.

**F. Responsibilities of Commercial and Industrial Units**

1. Commercial Obstructions: Commercial Units and Industrial Units (and not the Contractor) are responsible for keeping the area around and on top of Detachable Container clear of obstructions so Contractor can service the Detachable Container as scheduled. If Container is blocked and is not cleared, service will be delayed, and Contractor may require Customer to call for extra pickup if access is not cleared by the following day.
2. Overfilled Detachable Containers: Detachable Containers will not be emptied if a safety hazard exists. Customers will be contacted to remove excess. The pickup will be rescheduled when excess Waste has been removed. Gates and Enclosures: There will be an additional charge per lift as set forth in Appendix A.
3. Odor and Insect Control: The Customer is responsible for odor and insect control around Detachable Containers.
4. Non Payment: Commercial Units and Industrial Units shall be notified in writing when an invoice is forty-five (45) calendar days past due. If the invoice is unpaid after sixty (60) calendar days, the Contractor may notify the Customer in writing that Collection is being suspended until the account is paid in full. If a Customer is suspended twice, the Contractor may require a deposit in the amount of one (1) month's average billing to reestablish Collection. This deposit shall be refunded when the account is closed.
5. Weight: If a Commercial Unit Customer or Industrial Unit Customer loads a front load Detachable Container in excess of the specified weight limits, the Contractor shall charge the Customer (a) an additional fee for overloaded Containers as set forth in Appendix A and (b) \$25 for waiting time in excess of fifteen (15) minutes, with a maximum of thirty (30) minute wait. There shall be a charge equal to fifty percent (50%) of the haul rate should Contractor respond to Customer's request and Contractor is unable to haul due to circumstances caused by Customer. If the Customer refuses to remove such material, Contractor or Contractor's agents may remove such material. The Contractor shall require Customer to reimburse the Contractor for all reasonable expenses incurred plus twenty-five percent (25%) for removing excess material.
6. Safekeeping of Equipment: Commercial Units and Industrial Units shall be responsible for the safekeeping of any service equipment furnished by Contractor and any rental equipment leased to the Customer herein.

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**Article V. Multi-Family Dwelling Collection**

- A. Contractor shall make at least two (2) weekly Collections at all Multi-Family Dwellings subject to the terms of the Contract and at enough additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided however, where the Refuse is exclusively non-putrescible in nature, one weekly Collection is permitted.
- B. Collection at the Multi-Family Dwellings shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Collections at Multi-Family Dwellings shall not be performed between the hours of 10:00 p.m. and 7:00 a.m., if the Front End Loader, Container, or Roll-off Container is located within 1000 feet of a Residential Unit. Collections shall be made on a regular schedule on the same day and approximately the same time each week.
- C. Front End Loaders, Detachable Containers, and Roll-off Containers will be located at a place convenient and safely serviceable to the Contractor and the Multi-Family Dwelling Customer.
- D. Contractor will ensure all enclosures are closed after Collection.
- E. Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract.
- F. No Front End Loader, Detachable Container, or Roll-off Container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. The Contractor may decline to empty an overloaded Container or Roll-off Container until the Multi-Family Dwelling Customer unloads the Front End Loaders, Detachable Containers, or Roll-off Containers to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

**Article VI. Small Business Garbage Generators Collection**

Contractor will provide Small Business Garbage Generators Collection on a regular schedule on the same day and approximately the same time each week with the option of Collection occurring once or twice a week at the rates listed in Appendix A. The Collection will be performed using 95-gallon Carts provided by the Contractor. Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall be responsible for providing notice first to the Small Business Garbage Generators and then to City staff if it believes a Cart is not prepared and/or located in an area accessible to the Collection Vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

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**Article VII. Construction and Demolition Debris Collection**

To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the Collection of Construction and Demolition Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Roll-off Container for on-site storage, Collection, and transport. The fees for Construction and Demolition Debris are set forth in Appendix A.

**Article VIII. Holiday Schedule - All Customers****A. Holiday Schedule**

1. MSW Collection shall not be provided on city holidays unless approved by the City.
2. Contractor shall provide to the City at least ninety (90) days prior to the implementation of service a holiday Collection schedule for the term of this Contract. The holiday Collection schedule shall be amended with approval of both the City and the Contractor, such approval not to be unreasonably withheld.
3. When a holiday falls on a weekday (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes Saturday of that week. For example, if New Year's Day falls on Wednesday, no routes are run on Wednesday. The New Year's Day routes will be run on Thursday. Thursday's routes will run on Friday, and Friday's routes will be run on Saturday.
4. Contractor shall provide an additional Bulky Waste Collection day the week following New Year's Day, Thanksgiving Day and Christmas Day.

**Article IX. City Facilities Services****A. Service**

1. Prior to the commencement of Collection service under this Contract, Contractor shall provide the City with Containers, Detachable Containers, Roll-off Containers and Compactors. City locations and Container sizes are included in Appendix C, and the above-referenced locations and Container sizes are subject to change upon the City providing notice of the change(s) to Contractor.
2. Contractor shall collect MSW and Recyclables from Containers, Detachable Containers, Roll-off Containers and Compactors at no cost to the City beginning on the Commencement Date. Contractor may charge the City for the Collection of Hazardous Waste and Special Waste. Contractor shall not be required to provide more than a daily Collection of the Containers, Detachable Containers, Roll-off Containers and Compactors provided to City.

3. Service shall be at a frequency and types of equipment shall be reasonably determined by City.
4. Roll-off Containers and Compactors shall be steam cleaned at least once each year or as directed by the City.
5. Contractor is responsible for removing graffiti from the City's Detachable Containers. Collection drivers shall regularly note Detachable Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by the City within three (3) business days of notification.
6. Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.
7. A Detachable Container shall be reconditioned and repainted, if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.
8. If appropriate to serve the City's needs and/or locations, the City may require Contractor to install and service a Front-end Loader Container. The City may also require Contractor to equip a Detachable Container with plastic lids.
9. Contractor shall repair or replace within one (1) business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

#### **B. Special Events**

1. If a City-sponsored Special Event requires Solid Waste Collection, the Contractor must provide the City with a quote for the cost of Collection. If the Special Event publication or other documentation provides for the Contractor to be a listed sponsor for the Special Event at a level of sponsorship most-closely approximating the quoted cost of the Collection, the Contractor must provide Solid Waste Collection at no charge to the City. For example, if the Contractor's quote for services is \$1,200 and the levels of sponsorship are \$500, \$1,000 and \$2,500, the Contractor's level of sponsorship would be \$1,000. The City would list the Contractor as a sponsor in the amount of \$1,000 in the Special Event publication or other documentation, and, the Contractor must provide all the Collection at no charge to the City.
2. City shall give, at a minimum, two (2) weeks advance notice of when Collection will be needed for a Special Event.

3. Contractor must provide a maximum of two hundred (200) event boxes and liners annually for Special Events.
4. Special Events Requirements
  - a. International Art & Kite Festival
    - i. 20 portable restrooms -16 regular and 4 ADA compliant
    - ii. 5 portable handwashing stations
  - b. Memorial Day Ceremony
    - i. 3 portable restrooms - 2 regular and 1 ADA compliant
    - ii. 2 portable hand sanitizer stands
  - c. Red, White & Boom
    - i. 60 portable restrooms – 50 regular and 10 ADA compliant
    - ii. 1 VIP restroom station
    - iii. 10 portable handwashing stations
    - iv. 100 cardboard event boxes (50 MSW and 50 Recycle)
    - v. 40-yard Detached Container
    - vi. 250-gallon grey water tank
  - d. Christmas Tree Lighting
    - i. 12 portable restrooms -10 regular and 2 ADA compliant
    - ii. 2 portable handwashing stations
    - iii. 25 cardboard event boxes

## **Article X. Collection Vehicles and Equipment**

### **A. Collection Vehicles and Equipment**

1. Contractor shall provide and maintain a fleet of Solid Waste Collection Vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CNG vehicles are preferred. No later than 30 days prior to the commencement of services under the Contract, Contractor shall confirm and verify the inventory of Vehicles

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and equipment provided with the Contractor's Proposal. Upon approval of the City, Contractor may change Vehicles and equipment from time-to-time and shall revise the inventory accordingly. Contractor shall provide the City with the revised inventory within one (1) week of any changes.

2. Annually on or before March 1st, the Contractor shall provide the City with a List of Vehicles and equipment that will be used to service this Contract for approval and shall notify the City of deletions and additions from the previous twelve-month period. The Contractor must include the age of each Vehicle and equipment on the list.
3. Contractor shall provide, at all times, well-maintained Vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. Contractor shall contain, enclose, or tie all Waste and Refuse in a manner that prevents spilling, leaking, or blowing.
4. All Vehicles and equipment used by Contractor for the Collection of Residential Waste, Commercial Waste, Industrial Waste, and Recyclables shall be clearly marked with Contractor's name in letters of a size sufficient to reasonably identify the Vehicle and equipment, but not less than five (5) inches in height.
5. All Vehicles and equipment shall have the color(s) and be decorated, as approved by the City.
6. Beginning on the Commencement Date, the Contractor shall provide Vehicles that are no more than six (6) years of age on a rolling basis such that on or before January 1, 2024, and all dates thereafter, all Vehicles used in serviced of this Contract shall be no more than six (6) years of age, unless the City approves otherwise.
7. Contractor shall assign each of its Vehicles an identifying number and shall mark the identifying number upon each side of the Vehicle and on the rear of the Vehicle in a contrasting color from the body color and in a size not less than six (6) inches in height.
8. No advertising is permitted on the Vehicles other than the name and address of Contractor, unless approved by the City.
9. Contractor shall operate all Vehicles and equipment in compliance with all Applicable Laws and manufacturers' specifications.
10. Contractor's name and telephone number shall be clearly marked on both sides of each Vehicle and equipment.
11. All equipment used for the Collection of Recyclables will display Recycling signage clearly identifiable by the public, as approved by the City.

12. Contractor shall provide Diversion and/or Recycling information on the side of Vehicles used to collect Recyclables in the City in a format approved by the City.
13. All Vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voicemail so they can be contacted by the City. Vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route Collection.
14. Contractor shall provide its Vehicles with on-board cameras which shall stream video and make recordings of the Collections during each Vehicle's Collection route. Contractor shall provide the City's Environmental Manager with direct real time access to Contractor's video and saved recordings of the Collections. By January 1, 2024, all vehicles shall be equipped with on-board cameras.

#### **Article XI. Resident Landfill Access**

The Contractor will provide residents of the City access Mondays through Fridays from 4:00 a.m. to 5:00 p.m. and Saturdays from 5:30 a.m. to 12:00 p.m. to Contractor's disposal site Blue Ridge Landfill located at 2200 FM 521 Road, Fresno, Texas 77545 for the purpose of disposing of residential MSW. Each resident will be allowed free access for disposal of up to three (3) cubic yards (or the bed of a pickup truck) of MSW one time each calendar month. Each resident shall be required to present a valid driver's license and water bill to gain access to the disposal site. No resident shall be authorized to use this privilege for disposal of non-residential MSW, Commercial Waste and/or Industrial Waste.

#### **Article XII. Environmental Education & Community Outreach**

##### **A. Education & Outreach**

1. Contractor shall coordinate with the City to provide MSW and recycling educational materials and programs to schools, youth groups, civic groups, and other interested groups in the service area.
2. Twice a year, a Contractor expert shall provide recycling education presentations to a Sugar Land school.
3. Procure and distribute a City designed brochure to each Residential Unit at least one (1) time approximately four (4) weeks prior to the commencement of the new Contract. The brochure shall describe the upcoming change in service for MSW, Recycling, Green Waste, Bulky Waste, on-demand programs, all Collection services to Residential Units, Contractor's contact information to be used by Residential Unit wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education.



4. Provide to City enough additional copies of the above-described brochure to allow City to provide to new customers and other individuals requesting such information.
5. Contractor will mail each Residential Unit an annual reference guide on Collection services.
6. Any communication to Residential Units, Commercial Units or Industrial Units shall not be sent without prior approval from the City.
7. Contractor shall provide at least six (6) tours per calendar year of the Blue Ridge Landfill, McCarty Road Landfill, Independent Texas Recyclers, and Contractor's recycling, disposal and composting facilities to public education to groups as deemed appropriate by the City and at the City's request.
8. Contractor must comply with requests to supply a Recycling or Solid Waste Vehicle and driver at no charge at public events for public outreach and education, subject to availability and provided that notice of at least fourteen (14) calendar days is given, at no charge. If notice is less than fourteen (14) calendar days, the Contractor, at its sole discretion, may agree to provide the requested demonstration Vehicle and driver.
9. In January of each year throughout the Contract term, Contractor shall pay "Keep Sugar Land Beautiful", a 501(c)(3) non-profit affiliate of "Keep American Beautiful & Keep Texas Beautiful" an amount equal to the number of individuals residing within the City, multiplied by \$1.14.

#### **B. Special Collections**

1. At the City's request Contractor shall provide special Collections for the annual City-wide litter Collection/Trash-Off event. The Contractor shall provide one Vehicle and a one-man crew for the Collection, transportation and disposal of trash from that event.

### **Article XIII. Reporting**

#### **A. Reporting**

1. Contractor shall be responsible for maintaining and submitting complete and accurate daily, monthly and annual reports. Reports will have the information specified below and be in a Microsoft compatible digital format. All information provided in the reports becomes the property of the City.
2. At the close of business each day, Contractor must email the City a daily report that includes: (a) GPS tracking of the Collection that was performed by Contractor in the previous 24-hour period, (b) if a Complaint is made in the previous 24-hour

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period, a Complaint report providing information relating to each of those Complaints, including the a description of each Complaint, the address of the Customer who made the Complaint, and the time the Complaint was made to the Contractor, and (c) a resolution report providing a summary of the follow-up actions taken to resolve each Complaint.

3. The monthly reports must be submitted on or before the tenth (10th) of each month and include the following:
  - a. Number of Residential Units served
  - b. Number of Commercial Units and Industrial Units served
  - c. Monthly tonnages by each category of service and include resident-by-resident (address) and route-by-route information
    - 1) Residential MSW
    - 2) Residential Recycling
    - 3) Residential Green Waste
    - 4) Residential Bulky Waste
    - 5) Residential bulk cardboard
    - 6) Commercial Waste
    - 7) Commercial Recycling
    - 8) Industrial Waste
  - d. Residential Recycling participation rate, including the address of each Residential Unit Recycling Collection and the route-by-route information.
  - e. Bulky Waste participation information, including the total number of Bulky Waste Collections completed and the address of each Bulky Waste Collection.
  - f. Commercial Recycling participation and Diversion rates, including the address the address of each Commercial Recycling Collection and the route-by-route information.
  - g. Customer complaints received by Contractor arranged and listed by category, including the date, the complainant's name and address, and a description of: (i) the nature of complaint and (ii) its resolution.

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- h. Contractor's call center customer service data for City Customers, including total call volume per month, total call abandonment rates per month, average hold time (seconds to answer call by human, not recording) per month, and the average time to resolve each call. Additional call center customer service data will be made available as requested by the City.
      - i. On a quarterly basis, Contractor shall provide a list of all GPS data points triggered by abnormal or G force truck triggers.
  - 4. The annual reports must be submitted no later than thirty (30) days after the end of the calendar year and include the following:
    - a. A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
    - b. A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency and increase participation.
    - c. A description of all public information programs undertaken with audiences reached and media used.
    - d. A summary of all roll-off compactor maintenance or replacements provided through the year.
    - e. A summary of Contractor's supply chain issues and delays and plan for eliminating and/or minimizing the impacts of those issues and delays.
    - f. A plan to improvement on Contractor performance regarding route optimization of the Collections.
    - g. Contractor shall provide a report of all net revenues realized from the sale of the collected Recyclables collected from Residential Units to the City.
    - h. The City may withhold payment of balances due until said reports are received.
    - i. The obligation to submit an annual report shall survive the termination or expiration of this agreement. Contractor shall submit an annual report for the final Contract year of this agreement no later than thirty (30) calendar days after the end of each year of the agreement. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City.
  - 5. The reporting requirements set forth in this Article XIII are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract.

6. Contractor shall submit reports to:

Mail/Delivery:  
City of Sugar Land  
Attn: Director of Environmental & Neighborhood Services  
Environmental & Neighborhood Services Department  
P.O. Box 110  
Sugar Land, Texas 77487-0110  
Or via email to the City's Environmental Manager

7. Contractor shall contact the City Manager or his/her designee immediately and no later than twenty-four (24) hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to the City; any news coverage or sudden event that are reasonably anticipated to result in citizen phone calls to the City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within the City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

**Article XIV. Meetings**

- A. Beginning on the Commencement Date and continuing for three (3) months (or such earlier/later date as may be mutually agreed to by the parties), Contractor shall meet with City representatives on a weekly or bi-weekly basis, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of Complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.
- B. After the initial three-month period, meetings shall be held on a weekly basis (unless otherwise mutually agreed to in advance) between field and hauling representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.
- C. After the second, three-month period, meetings shall be held on a monthly or quarterly basis (unless otherwise mutually agreed to in advance) between representatives at the management or executive levels of the parties. Such meetings shall be held for the purpose of reviewing and discussing operations, issues, concerns, promotion, public information, and public relations.
- D. Meetings shall be held at the offices of the City, unless otherwise mutually agreed to in advance. Each party shall be available for at least sixty (60) minutes per meeting, unless otherwise mutually agreed to in advance. Meetings shall be held during normal business hours.

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## **Article XV. Franchise Fee and Payment**

### **B. Franchise Fee and Payment**

- a. For the right and privilege of using the City's public rights-of-way to provide the exclusive Collection, transportation, processing and disposal services for Residential Waste, Commercial Waste and Industrial Waste, the Contractor must pay to the City each month a franchise fee equal to: Ten Percent (10%) of Contractor's Gross Amount Billed (Commercial);
  - b. Ten Percent (10%) of Contractor's Gross Amount Billed (Industrial); and
  - c. Seven Percent (7%) of Contractor's Gross Amount Billed (Residential).
  - d. Collectively, ten percent (10%) of Contractor's Gross Amount Billed (Commercial), ten percent (10%) of the Gross Amount Billed (Industrial), and seven percent (7%) of the Gross Amount Billed (Residential) are the "Franchise Fee."
2. Contractor must maintain financial records relating to each Commercial Unit and Industrial Unit that:
  - a. Show an itemized, detailed list of charges from any and all sources billed to each Commercial Unit or Industrial Unit (whichever the case may be); and
  - b. Includes any and all fees, charges for services and revenue derived by Contractor within the City, including the sale of Recyclables.
3. Within forty-five (45) calendar days of the close of each year of this Contract, Contractor shall prepare a final report for the preceding year, and such report shall be sworn to as being based upon audited performance of Contractor for the period for which the report is filed. Contractor also agrees to submit to the City a quarterly report by the 30th of the month following each month for the preceding month that provides Contractor's total Gross Amount Billed for each Commercial Unit and Industrial Unit by Roll-off and Front End Loader Containers and that includes the total tonnage by Roll-off and Front End Loader Containers.
4. The Franchise Fee must be paid by Contractor to City within thirty (30) days after each month. Payments received ten (10) days after payment is due will be assessed an additional fee equal to ten percent of the amount due as a late payment penalty. Additionally, a Franchise Fee payment that is delinquent more than thirty (30) days will accrue interest at an annual rate of twelve percent (12%) on the amount of the payment and that is due and the late payment penalty.

5. The City's acceptance of a payment is not deemed to be a release or an accord and satisfaction of any claim the City may have for further or additional sums due or payable to the City under this Contract.
6. The City may inspect and audit the Contractor's records upon which payments to the City are computed and paid. If the City's inspection or audit shows that the Contractor has underpaid an amount required to be paid under this Contract, Contractor must pay the deficiency within sixty (60) days of the date the City gives the Contractor written notice of the deficiency. If the deficiency is more than ten percent of the amount the Contractor was required to pay for the quarter, the Contractor must also pay a penalty of ten percent (10%) per annum, compounded daily, on the deficiency and the City's reasonable cost incurred for the inspection or audit.
7. Notwithstanding the terms of this Contract or any other understanding between the parties, the Franchise Fee obligations of the Contractor shall extend only to those revenues received and retained by the Contractor as its rates or fees for servicing Customers, as such rates or fees may be increased from time to time. Subject to City's prior approval, which shall not be unreasonably withheld, Contractor may impose surcharges on its rates and fees for servicing Customers. To the extent the Contractor imposes such City-approved surcharges on Customers, including but not limited to surcharges made for the purpose of satisfying (i) Contractor's own Franchise Fee obligations to the City or (ii) the Contractor's sales tax obligations, the monies received by the Contractor as a result of such surcharge(s) shall not be subject to the Franchise Fee and the City shall not be entitled to receive as part of its Franchise Fee any portion or percentage of such monies."

## **Article XVI. Solid Waste and Recyclables Management**

### **A. Facilities**

1. Contractor shall only dispose of Solid Waste and Special Waste at Blue Ridge Landfill, McCarty Road Landfill, and/or any other landfill approved by the City. Each Disposal Facility must be legally authorized and have been issued the permits required under all applicable federal, state, and local laws.
2. Contractor shall manage Recyclables only at Independent Texas Recyclers and/or any other facility approved by the City.
3. Each facility must be legally authorized and have been issued the permits required under all Applicable Laws.

### **B. Ownership of Materials Collected**

1. **Title and Risk of Loss.** Title to Waste passes to Contractor at the time such Waste have been physically received by Contractor. At such time that Contractor receives

Waste, title, risk of loss, liability, and all other incidents of ownership shall be vested in Contractor and the City is released from all liability arising in connection with such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Unacceptable Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor shall remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Laws. At such time that the Contractor physically receives Unacceptable Waste, Contractor releases the City from any and all liability in connection with such Unacceptable Waste, unless the City is determined to be the “generator” (as that term is defined in Title 30, Chapter 335 of the Texas Administrative Code) of the Unacceptable Waste. The City shall provide reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to assist Contractor in collecting the costs incurred by Contractor in connection with such Unacceptable Waste.

## **Article XVII. Emergency Resources**

### **A. Scope**

1. The work under this Contract pertaining to Residential Units includes the Collection of an increased volume resulting from a State of Emergency. In the event that debris levels resulting from a State of Emergency exceed the debris levels for the same month in the previous year by at least fifteen percent (15%), as determined by the City in its sole discretion, the Contractor shall only be responsible for Solid Waste, Recycling, and Green Waste Collection equaling the volume of Solid Waste, Recycling, and Green Waste Collection in the same month of the previous year plus fifteen percent (15%), as any amount above the fifteen percent 15% increase shall be managed by the City through a separate debris contractor.

### **B. Emergency Plan**

1. Contractor shall provide to the City sixty (60) days after execution of this Contract an Emergency Plan of Action that shall include response time and emergency phone numbers for Contractor’s office and key personnel. The Plan shall be updated at least once a year at the City’s request.
2. Contractor shall meet with City personnel no later than 24 hours following a State of Emergency to develop an Emergency Implementation Plan. Work outlined in the Emergency Implementation Plan will commence as stated in the Emergency Implementation Plan.

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### **Article XVIII. Independent Contractor**

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Contract. By entering into this Contract with the City, Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City of Sugar Land.

### **Article XIX. Human Resources and Labor Force**

#### **A. Contractor's Employees and Contract Labor**

1. Contractor shall assure that its employees serve the public in a courteous, helpful, and impartial manner.
2. Contractor shall outfit each employee or contract laborer in uniforms that clearly identifies him/her as a representative of the Contractor. The name of supervisory employees and drivers shall be clearly visible on the front.
3. Contractor shall provide each employee with appropriate safety equipment.
4. Contractor shall assure that all employees or contract laborers are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.
5. Contractor shall conduct background checks on all employees and in accordance with applicable law, will not employ individuals found to have job related negative criminal history.
6. Contractor shall employ superintendents, foremen, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them.
7. Contractor shall provide a written report to the City outlining complete details of any allegation that a Contractor's employee(s) or contract laborer(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally in connection with this Agreement. Contractor's report also shall include the name and title of the employee/contract laborer and disciplinary action taken.
8. The City may request that an employee be barred from further work for the Contractor in connection with this Contract for reasons stated in the foregoing paragraph 7. The City's request will be in writing and will describe the reasons for the request. Upon receipt of the City's request, the Contractor shall conduct an investigation and respond to the City within 48 hours of the City's request. The



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City and the Contractor will mutually agree on the appropriate action based on the City's information and the results of the Contractor's investigation.

**B. Subcontractors**

1. The Contractor shall not subcontract any task under this Contract without the prior written consent of the City, which shall not be unreasonably withheld. City has approved of Contractor's subcontractors for the following purposes: (a) KJ York Enterprises, Inc. d/b/a Strategic Cart Services, a Texas corporation, for Cart deliveries, swaps and repairs and (b) Advanced Superwash, Inc., a Texas corporation, for cleaning and any spills and streets.
2. Contractor shall properly supervise and instruct subcontractors to assure that the subcontractor complies with all requirements of this Contract in performing any work hereunder. The Contractor is responsible for the acts or omissions of its subcontractors.

**Article XX. Permits, Penalties and Fines**

**A. Payment of Fines and Penalties**

1. The Contractor shall pay any and all fines or penalties assessed against the City by any entity having jurisdiction for the Contractor's violations of Applicable Laws, codes, regulations or orders arising in connection with the Contractor's performance of services hereunder.

**B. Licenses and Permits**

1. The Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of the Contractor's operations herein. Beginning on the Commencement Date and ending on the expiration or termination of this Contract, the Contractor is not required to obtain a license from the City under Chapter 4 of the Code of Ordinances to collect and dispose of Commercial Waste and Industrial Waste under this Contract.

**Article XXI. Indemnification**

**INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, THIRD-PARTY CLAIMS, CLAIMS ASSERTED DIRECTLY OR INDIRECTLY BY CONTRACTOR'S EMPLOYEES, DAMAGES, CAUSES OF ACTION, SUITS AND COSTS AND EXPENSES INCIDENTAL THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES), CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN**

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PART BY ANY NEGLIGENT, RECKLESS, INTENTIONAL, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, WHICH THE CITY MAY HEREAFTER SUFFER, INCUR, BE RESPONSIBLE FOR OR PAY OUT AS A RESULT OF BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON, DAMAGE (INCLUDING LOSS OF USE) TO ANY PROPERTY (PUBLIC OR PRIVATE), OR RELEASE OF ANY CONTAMINATION OR ADVERSE EFFECTS ON THE ENVIRONMENT, ENVIRONMENTAL ASSESSMENT OR REMEDIATION COSTS OR GOVERNMENT OVERSIGHT COSTS CLAIMS ARISING OUT OF ENVIRONMENTAL CONDITIONS OR ANY VIOLATION OR ALLEGED VIOLATION OF APPLICABLE LAWS OR REGULATIONS, ARISING FROM OR RELATED TO CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT, REGARDLESS OF WHETHER THE CITY IS SOLELY OR CONCURRENTLY NEGLIGENT OR STRICTLY LIABLE. THIS PROMISE OF DEFENSE AND INDEMNITY SPECIFICALLY INCLUDES A PROMISE TO PAY ATTORNEYS' FEES, COURT OR ADMINISTRATIVE COSTS, COSTS OF EXPERT WITNESSES, AND ANY OTHER COSTS OF THE DEFENSE OF ANY SUCH CLAIMS, DEMANDS, OR CAUSES OF ACTION. IN THE EVENT IT IS DETERMINED THAT THE PERMISSIBLE SCOPE OF THIS RELEASE AND INDEMNITY IS LIMITED BY STATUTE, THEN THE CITY SHALL BE RELEASED AND INDEMNIFIED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE CONTRACTOR SHALL REQUIRE ALL OF ITS APPROVED SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

## **Article XXII. Bonding and Insurance**

### **A. Bonding**

1. The Contractor shall provide a Performance Bond to ensure the faithful performance of the terms and conditions of this Contract. The Performance Bond shall be in the form shown in the attached Appendix D, which is incorporated by reference. The Performance Bond shall be submitted to the City by the Commencement Date.
2. The Surety shall be a surety company duly authorized to do business in the State of Texas.
3. The Contractor shall pay all premiums chargeable for the Performance Bond.
4. The Performance Bond shall be valid and non-cancelable for a period of one year. Thereafter, the Contractor shall renew or obtain a new Performance Bond each year of the Contract. Each Performance Bond shall be valid and non-cancelable and comply with the requirements of this Contract.
5. The Performance Bond shall be in the amount of \$5,000,000.

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**B. Insurance**

The Contractor shall maintain the types of insurance and coverages and comply with the insurance requirements shown in the attached Appendix E. The Contractor shall notify the City in writing at least thirty (30) days' prior to any non-renewal of or material change in the insurance coverage(s) required by this Contract. Contractor shall require all of its subcontractors performing services under this Contract to maintain the kinds of insurance and coverages and comply with the insurance requirements shown in the attached Appendix E.

**Article XXIII. Basis and Method of Payment**

**A. Unit Price.** The Unit Prices and rates for Commercial Units and Industrial Units are set forth in that attached Appendix A. The Contractor may only charge the Unit Prices, the Commercial Unit rates and Industrial Unit rates set forth in Appendix A.

**B. Modification of Rates**

1. The Unit Prices for Residential Units and rates for Commercial Units and Industrial Units may be increased yearly in an amount equal to the higher of:
  - a. 2.5%, or
  - b. The U.S. Department of Labor Bureau of Statistics Consumer Price Index for all Urban Consumers: Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.), but not to exceed 5%.
2. The prices under this Contract shall go into effect on January 1, 2023, and thereafter, the yearly price increases shall go into effect on January 1st of each year for services to and for Residential Units, Commercial Units and Industrial Units.
3. Each year thereafter on or before May 1st during this Contract, the Contractor may petition and provide the city with appropriate detail and supporting documents to the City for an adjustment to the rates as a result of increases in costs incurred by Contractor due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure event. The City may approve or reject Contractor's petition subject to City's sole discretion.
4. Any increase in Unit Prices for Residential Units and rates for Commercial Units and Industrial Units are subject to City Council's enactment of an ordinance. If the City Council enacts such an ordinance, the increase will not go into effect until

January 1st of the year following the year in which the request is received and approved by the City Council.

**C. City to Act as Collector.** The City shall provide billing and bill collection services for Residential Units during the term of this Contract.

1. On the last business day of the month, the City shall provide Contractor the number of Residential Units for which Collection services were provided by the Contractor. Contractor shall then submit to the City an invoice setting forth sums due by the City to Contractor for services rendered to Residential Units under this Agreement. The City will remit to Contractor payment for such services within thirty (30) days after receipt of invoice.
2. The City shall notify Contractor in writing of any Residential Unit that has failed to pay the City for Collection services, and Contractor, upon written direction from the City, shall cease Collection of such delinquent Residential Unit until notified by the City.

**D. Contractor to Act as Collector.**

1. The Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units. The Contractor will be required to provide to the City, monthly, a report showing the billings to Commercial Units and Industrial Units for the prior month, including the services rendered, and the rate for such service.
2. Contractor shall have the right to cease Collection of any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

**E. Contractor Invoicing**

1. The City shall provide to the Contractor the total Gross Amount Billed (Residential) for all Residential Units serviced within thirty days following City's billing to Residential Units. Such information may be in the form of payment for Residential Units serviced.
2. The Contractor shall bill the City for services rendered to Residential Units within thirty (30) days following the end of the month. Billing shall state the number of Residential Units serviced, itemized adjustments for the previous month's Gross Amount Billed (Residential), and itemized credits for Penalties for Non-Performance. The City shall pay the Contractor within thirty (30) days of receipt of a bill that the City does not contest. Such billing and payment shall be based on the Unit Price and schedules set forth in this Contract and on the Cost of Services Form.

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### 3. Commercial Unit and Industrial Unit Billing

- a. Contractor shall be responsible for billing and collecting payments from Commercial Units and Industrial Units. The City shall have the right to approve the format and textual content of the bills, which approval will not be unreasonably withheld. The billing methods and arrangements may from time-to-time be changed by Contractor upon written approval of the City. Contractor bill Commercial Units and Industrial Units no later than thirty (30) calendar days after Contractor provides the Commercial Unit or Industrial Units with the Collection service. Such bills will include any and all appropriate state or federal sales or service taxes, if any, now in existence or that may hereafter be imposed.
4. Payment Provisions: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.
5. Tax Exemption: The City is not liable to Contractor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the Contractor.

### **Article XXIV. Customer Service**

- A. Contractor shall provide Customer Service Monday through Friday, from 7:30 a.m. to 5:00 p.m. All Complaints shall initially be directed to Contractor and shall be resolved within one business day.
- B. All Complaints reported to the City will be forwarded to City's Point of Contact. The Contractor shall take whatever steps are necessary to remedy the cause of the complaint and notify the City via e-mail of the disposition within one business day after receipt of the complaint.
- C. Contractor shall provide for voicemail and email capabilities after business hours so that Commercial Units and Industrial Units may leave messages. Voice mail messages shall be responded to by 10:00 a.m. on the business day immediately following the message.
- D. Contractor shall have available and maintain an Internet site that is available twenty-four (24) hours per day, seven (7) days per week, subject to internet service provider availability.
- E. Contractor shall provide written notice to all Commercial Units and Industrial Units regarding the Complaint procedures, rules and regulations, and day(s) of Collection on an

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annual basis and whenever there is a change in scheduled service or procedures. Such notice must be approved by the City prior to distribution.

- F.** Contractor shall notify the City by e-mail of violations relating to cleanliness and the creation of a nuisance on any property, either public or private within 24 hours.
- G.** Commercial Unit and Industrial Unit hauls and deliveries of Roll-off Containers shall be made within 24 hours of request or notification.
- H.** Contractor shall maintain and operate real-time GPS tracking systems with the capability of: (a) locating Contractor's Collection Vehicles in real-time, and (b) identifying Missed Collections, blocked Carts and Containers, contamination or excess Waste in real-time. Contractor shall provide the City's Environmental Manager and his/her designees, with real-time access to Contractor's GPS tracking systems and to the saved GPS tracking data.
- I.** Contractor shall provide Customers access to "Track My Truck" applications on Contractor's website and mobile application which allows Customers to see where the Collection Vehicle scheduled to service the Customer currently is and how many stops the Vehicle will have before reaching the Customer's Residential Unit, Commercial Unit or Industrial Unit.
- J.** The City shall coordinate with Contractor and approve all necessary communications with Residential Customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, customer service greetings, etc.
- K.** Contractor shall provide service alerts through its website and mobile application to notify Customers of changes or delay in Collection. Contractor will provide alerts with a photo of blocked containers through its mobile application to notify Customers of blocked containers.

**G. Missed Collections and Complaints**

- 1. Contractor shall give immediate and courteous attention to all Customer inquiries or requests about the Collection services.
- 2. Contractor shall have staff on-call for after-hours problems and emergencies.
- 3. Contractor shall maintain a log of all calls (inquiries, Missed Collections, and Complaints) that includes: a) the date and time of notification; b) address and subdivision of occurrence/complaint; c) manner of resolution and/or Collection; and d) time of resolution and/or Collection.
- 4. Office
  - a. Contractor shall maintain an office with a local telephone number for the purpose of handling all Complaints and any other calls regarding the

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Collection service provided by Contractor. The office shall be staffed with sufficient competent personnel and equipped to strictly meet the specifications of this Contract. The Contractor agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. Contractor agrees to keep the phones available for calls from 7:30 a.m. to 5:00 p.m. on all residential Collection days except holidays. The phones shall be staffed with sufficient competent personnel to handle calls and inquiries during the abovementioned hours.

- b. Contractor shall provide the City's Solid Waste Monitor with a communication device (radio or equivalent) for direct field contact with the Contractor's local dispatch office or route service personnel.

#### 5. Missed Collections

- a. Contractor shall notify the City by 4:00 p.m. when a scheduled Collection route may not be completed before 7:00 p.m.
- b. Contractor shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled.
- c. **Residential Units.** When notification of a Missed Collection of a Residential Unit is received by the Contractor before 3:00 p.m., Contractor shall dispatch a Vehicle and provide the Collection before 7:00 p.m. on the same day. When notification of a Missed Collection of a Residential Unit is received by the Contractor after 3:00 p.m., Contractor shall provide Collection within the next twenty-four (24) hours and inform the resident of the time the Collection will be provided. Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday. When notification of a Missed Collection of a Residential Unit is received after 3:00 p.m. on the day preceding a holiday, the Contractor shall provide Collection within the first three (3) hours of the next working day.
- d. When notification of a Missed Collection of a Commercial Unit or Industrial Unit is received by the Contractor by 10:00 a.m., Contractor shall provide Collection within the next twenty-four (24) hours and inform the Commercial Unit or Industrial Unit of the time the Collection will be provided.
- e. Contractor will perform an extra pickup on Collection day if Contractor is notified by 10:00 a.m. of the Collection day. Requests after 10:00 a.m. will be performed the following service day; unless Contractor is able to make the extra Collection the same day.

- f. If the Missed Collection is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Cart or Container and shall notify the City of such action.

6. Service complaints

- a. Contractor shall notify the City within two (2) hours of any service complaint received and the planned resolution. Service complaints include such things as property damage, equipment leaks, spills, any complaint impacting the health or safety of any individual, any complaint made by a complainant who has made a prior Complaint, unsafe operations, suspicious behavior.
- b. Contractor shall provide the City a full explanation in writing of the disposition of any complaint involving property damage within three (3) business days following disposition.
- c. Contractor shall promptly provide the City with a full explanation of the disposition of any service complaint involving a Customer's claim of damage to private property because of actions of Contractor's employees, agents, or subcontractors.

**H. Spills**

1. Contractor shall exercise reasonable care to prevent spilling, scattering, and dropping Waste during Collections. Contractor shall immediately pickup and cleanup all Waste that has littered the area of Collection before leaving the area. Contractor shall immediately pickup and cleanup all Waste from torn bags and overturned Carts.

Each Vehicle shall be equipped with the proper tools to adequately clean up any spillage.

**I. Truck Breakdowns and Accidents**

1. Contractor shall notify the City of any truck breakdowns and accidents within 24 hours.

**J. Truck Fires**

1. Contractor shall immediately notify the City of any truck fire.
2. Contractor shall provide a full report to the City within 24 hours which will include the location of the incident, fire origination, damages resulting from the fire, possible cause of the fire.



### **Article XXIII. Monitoring and Liquidated Damages**

#### **A. Performance Monitoring**

1. Contractor shall be responsible for supervising and monitoring all work specified in this Contract for compliance with this Contract.
2. The City shall administer and monitor Contractor activities and performance with field monitoring and inspections.
3. The City shall have the right to monitor or inspect all Collection, transportation, and processing/disposal operations pertaining to this Contract.
4. Contractor shall have a representative available to meet with City staff as needed to discuss performance, problems, and resolutions.
5. Contractor shall provide, within three (3) working days after a request by the City, explanations of non-compliance and action taken to rectify the problem.

#### **B. Liquidated Damages**

1. In addition to any other remedies provided in this Contract, the City may charge to and collect from the Contractor, the liquidated damages for violations of this Contract as set forth below. The liquidated damages required by this Contract are not a penalty but a reasonable forecast of just compensation to the City for harm caused by the Contractor's violation of this Contract that are difficult or impossible to determine at the time of execution of this Contract. The City may deduct from payments due or to become due to the Contractor the amounts specified in this Article.
2. Notification of Imposition of Liquidated Damages
  - a. The City shall notify the Contractor of non-compliance occurrences and the City's plan to assess liquidated damages within three (3) business days of the occurrence.
  - b. The City shall submit a summary of violations and the liquidated damages to be assessed and the deduction in payment with the monthly Residential Unit count.
3. Liquidated Damages for poor Customer service performance. Each time (if any) the Contractor fails to meet one or more of the performance thresholds below, the City will either assess, collect from or setoff against the Contractor the amount of liquidated damages listed below each performance threshold that is violated. These thresholds are intended for annual review and modification per the Contractor's performance and upon the City's approval.

- a. Failure to complete a waste, Recycling, or Green Waste route in an individual neighborhood more than two times in a month.  
Five hundred dollars (\$500) each incident
- b. Failure to complete a MSW or Recycling Collection at a Commercial Unit or an Industrial Unit more than two times in a month.  
Five hundred dollars (\$500) each incident
- c. Failure to schedule and complete a Bulky Waste Collection within 5 business days, except when the failure is excused by a State of Emergency.  
Five hundred dollars (\$500) per month
- d. Failure to answer eighty percent (80%) of Customer service calls (answered by an individual and not a recording) within 180 seconds in a month, except when the failure is excused by a State of Emergency.  
Five hundred dollars (\$500) per month
- e. Failure to maintain call abandonment rate below 8% in a month, except when the failure is excused by a State of Emergency.  
Five hundred dollars (\$500) per month
- f. Failure to resolve eighty percent (80%) of calls within 360 seconds in a month, except when the failure is excused by a State of Emergency.  
Five hundred dollars (\$500) per month
- g. Failure to resolve Cart repairs or replacements within 48 hours, except when the failure is excused by a State of Emergency.  
Two hundred and fifty dollars (\$250) each incident
- h. Failure to resolve GPS capabilities, on-board camera systems, and Applications connectivity within twelve (12) hours, except when the failure: (i) is excused by a State of Emergency, or (ii) requires equipment components or parts to be ordered and repaired by a manufacturer technician.  
  
Five hundred dollars (\$500) each incident

#### 4. Liquidated Damages for Violations

- a. Failure to complete a waste or Recycling route (other than a holiday route) between 7:00 a.m. and 7:00 p.m. on the scheduled day.  
One thousand dollars (\$1,000) per day
- b. Failure to complete a Solid Waste or Recycling holiday route between 7:00 a.m. and 7:00 p.m. on the scheduled day  
Five thousand dollars (\$5,000) per route per day

- c. Failure to properly dispose of Recyclables or Green Waste at an approved Recycling facility.  
Five thousand dollars (\$5,000) per occurrence
- d. Failure to correct a missed Solid Waste or Recyclables Collection as specified in this Contract.  
Two hundred dollars (\$200) each occurrence
- e. Failure to provide Solid Waste or Recyclables Collection at the same Residential Unit two (2) or more times within a thirty-day (30) period.  
One hundred and fifty dollars (\$150) each occurrence over one (1) occurrence
- f. Failure to clean up spilled waste or Recyclables resulting from loading or transporting within twenty-four (24) hours after receiving notification from the Customer or the City.  
Two hundred dollars (\$200) each incident
- g. Failure to clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdown or leaks.  
Five hundred dollars (\$500) each incident
- h. Failure to pay for damage caused by Contractor's Vehicle, employee, or contract labor within 30 days of request for payment  
Five hundred dollars (\$500) each occurrence
- i. As to services rendered to and for Residential Units, failure to Tag non-complying waste, Recyclables, or Green Waste and Bulky Waste materials with the reason for non-Collection marked on the tag, or failure to provide the City a report of all such instances so that the situation can be resolved.  
One hundred dollars (\$100) for each failure to Tag  
One hundred dollars (\$100) for each failure to provide City the address receiving a Tag
- j. Under normal weather conditions, failure to close ninety percent (90%) of the Cart lids after service is complete.  
One hundred and fifty dollars (\$150) per day
- k. Failure or neglect to correct chronic problems in any category of service, including failure to meet any of the requirements as listed in Contract. (chronic shall mean three or more similar incidents at the same premises within a 14-day period)  
Five hundred dollars (\$500) each occurrence

- l. Failure to promote recycling options to Commercial Units and Industrial Units.  
One thousand dollars (\$1,000) each occurrence
- m. Failure to submit an accurate quarterly invoice for services to Residential Units  
Withhold payment until an accurate quarterly invoice is submitted
- n. Failure to submit an accurate monthly, quarterly or annual report in the specified format, as required by this Contract.  
Five hundred dollars (\$500) per report

#### **Article XXIV. Termination of Contract**

##### **A. Termination by City**

1. Options to Terminate.
  - a. In the event that the City's Solid Waste Ordinance, or any portion thereof, is challenged by Contractor on grounds of being unenforceable, unlawful and/or invalid, the City has the option to terminate this Contract.
  - b. In the event that any term or provision of this Contract, or any portion thereof, is challenged by Contractor on grounds of being unenforceable, unlawful and/or invalid.
  - c. If the City, in its sole discretion, elects to exercise its option to terminate this Contract under paragraph a or b in this Section A.1., then the City shall terminate the Contract by providing the Contractor 90-days' written notice of termination and the effective date of termination of this Contract.
2. Termination for Cause
  - a. The City may terminate the Contractor's performance of services under this Contract in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if the Contractor fails to observe or perform any of its duties under this Contract. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than thirty (30) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If the Contractor cures the default within thirty (30) days or the extended date approved by the City, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed

date of termination, the City may terminate the Contractor's performance under this Contract as of such date.

- b. The following, by way of example, but not of limitation, may be considered a default and grounds for cancellation, in whole or in part:
  - i. Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
  - ii. Failure of the Contractor to commence work operations within the time specified in the Contract;
  - iii. Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
  - iv. Evidence that the Contractor has abandoned the work;
  - v. Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
  - vi. Failure on the part of the Contractor to comply with the terms of the contract or any requirements given by the City provided for in this contract document;
  - vii. Indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose.
- c. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.
- d. Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract to the date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed under this Contract and not previously paid.
- e. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by the Contractor.
  - i. If the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such

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default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor. The City may withhold all or part of any sums which would otherwise be due to the Contractor, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, indefinitely.

- ii. In the event that the Contractor shall fail to perform any of the material provisions of this Contract, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time the Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this agreement within the period of time specified by the City, the same is a violation of this Contract, subject to the liquidated damages set forth in this Contract. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this Contract.

### 3. Service on Contractor's Surety (Performance Bond)

- a. A copy of the notice of termination, in whole or in part, shall be served on the Contractor's Surety when the Contractor has defaulted. When the Contract is terminated, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the Surety must remedy the default as provided in the Performance Bond attached as Appendix D. The Surety, in such event, shall assume the Contractor's place in all respects and shall be bound by all terms and conditions of this Contract.

## **B. Termination by the Contractor for City's Default**

The Contractor may terminate its performance under this Contract only in the event of default by the City and a failure by the City to cure such default after receiving written notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Contract. Should such a default occur, the Contractor shall deliver a written notice to the City describing such default, specifying the provisions of the Contract under which the Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than ninety (90) days following receipt of the notice. The Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the

proposed date of termination the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Contract as of such date.

## **Article XXV. Miscellaneous**

### **A. Notice.**

1. Any notice required under this Agreement shall be sent by registered mail and email to the party's address of record. Notice shall be deemed to have been given when the notice is mailed and emailed to the following address, as applicable:

Contractor:

General Manager  
BFI Waste Services of Texas, LP  
13630 Fondren  
Houston, Texas 77085  
Email: Tfawcett@republicservices.com

City:

Director, Environmental and  
Neighborhood Services  
City of Sugar Land  
P.O. Box 110  
Sugar Land, Texas 77487-0110  
Email: dsteph@sugarlandtx.gov  
CC: City Manager

2. Any other notice required to be given by the Contractor to the City under any provision of this Contract shall be given as directed by the City from time to time during the term of this Agreement.

**B. Paragraph Headings.** Paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Contract.

**C. Assignability.** Neither the Contractor nor the City may assign its interest in this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

**D. Modification.** This Contract may be amended only by written instrument duly executed by the City and approved by the City Council and Contractor.

**E. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

**F. Changes in Law and Severability.**

Subject to the terms of Article XXIV, Section A.1 (Option to Terminate) of this Contract, the City and the Contractor agree to use their best efforts and cooperate with each other to amend this Contract to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Contract:

1. If subsequent federal or state legislation or a final non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; and
2. Either:
  - a. A party's rights or obligations under this Contract are materially prejudiced; or
  - b. The invalidity, illegality or unenforceability pertains to the exclusivity of Collection services within the City.

The City and the Contractor intend that this Contract be modified or amended by the court to render it enforceable to the maximum extent permitted to effectuate the Parties' intent regarding the provision of Solid Waste Collection services under this Contract if:

1. A non-appealable court decision renders any term, covenant or condition of this Contract invalid, illegal or unenforceable; and
2. Either:
  - a. A party's rights or obligations under this Contract are materially prejudiced; or
  - b. The invalidity, illegality or unenforceability pertains to the exclusivity of Solid Waste Collection services within the City.

If, however, a term, covenant, or condition in this Contract is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a party's rights or obligations under this Contract or does not pertain to the exclusivity of Solid Waste Collection services, the invalidity shall not affect any other term, covenant, or condition herein contained. The Contractor shall pay for any legal or consulting fees incurred by the City in connection with a lawsuit or claim related to the exclusivity of Solid Waste Collection services.

**G. RFP and Contractor's Proposal.** The RFP and Contractor's Proposal are hereby incorporated into this Contract for all purposes.

**H. Conflicting Provisions.** If a conflict or inconsistency exists between the Contract and a document incorporated by reference into the Contract, the Contract controls. If a conflict or inconsistency exists between an additional Contract document incorporated by reference, the City's additional Contract document controls and takes precedence over the Contractor's additional Contract document.

**I. Exclusive Right of First Refusal.** At any time during the Contract, should Contractor develop one or more technological advancements and recycling or environmental programs that were not in existence at the Commencement Date, the purpose of which is



to advance technological efficiencies, promote environmental stewardship and/or reduce waste generation, and Contractor has expressed its intention in writing to implement such program(s) with one or more of its customers, then Contractor shall present such program(s) first to the City, and then the City may then exercise its exclusive right of first refusal in writing within thirty (30) calendar days of receipt of the proposed program(s), accepting the terms of such program(s). If the City waives or fails to timely exercise its exclusive right of first refusal, the City's exclusive right of first refusal shall terminate upon such waiver or failure to timely exercise. Notwithstanding the foregoing, the City's first refusal rights hereunder automatically expires and terminates at the expiration or termination of the Contract.

- J. Contractor Warranty.** Contractor hereby represents and warrants that (i) the services that it provides under this Contract will be performed in a good, safe and workmanlike manner, and in compliance with all Applicable Laws, (ii) all Industrial Waste shall only be managed or disposed at Blue Ridge Landfill and McCarty Road Landfill, unless the City approves in writing of some other location; (iii) Contractor shall maintain, all permits, licenses, and governmental authorizations and approvals required for performing its obligations under this Contract; (iv) Contractor is engaged in providing the services set forth in this Contract and has developed the requisite expertise for performing such services; and (v) the verifications set forth on pages 109-123 of Contractor's Proposal are true and accurate.
- K. Force Majeure.** Except for the City's obligation to pay amounts due to Contractor for work previously performed, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, severe weather and acts of God, shall not constitute a breach of the Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under the Contract during the term of such event and for a reasonable time thereafter. Subject to Article XVII, Section A, in the event of increased volume due to a Force Majeure event, Contractor and the City shall negotiate the additional payments to be made to Contractor. Further, the City may grant Contractor variances in routes and schedules as deemed reasonably necessary by the City to accommodate Collection of the increased volume of Waste. Upon occurrence of any such event, the Contractor will make the "best reasonable effort" to collect, transfer and dispose of the Waste.
- L. Liability and Indemnity.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; and/or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).
- M. Confidentiality:** Any provision in the Contract that attempts to limit the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

**N. Notification:** Contractor shall notify City of any material regulatory cost reimbursement or enforcement action or any court referral by county, state or federal environmental officials that relate to Contractor's collection, transport, processing or disposal of Solid Waste in Fort Bend County or the adjoining counties.

#### **Article XXVI. Termination of Contracts**

The following contract is terminated as follows:

This Exclusive Franchise and Contract for Solid Waste Collection, Transportation, Processing, and Disposal Services Contract between the City and BFI Waste Services of Texas, LP. dated March 19, 2013 is terminated as of the Commencement Date of this Contract.

#### **Article XXVII. Appendices**

The following Appendices are attached to and incorporated into this Contract:

Appendix A – Residential, Commercial Waste and Industrial Waste Rates

Appendix B – List of Recyclables

Appendix C – City of Sugar Land Locations

Appendix D – Performance Bond

Appendix E – Insurance Requirements

## APPENDIX A

### **RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID WASTE RATES**

**All fees exclude any franchise fees and include any recovery of fuel expenses**

#### **I. Residential Services**

##### **A. Unit Prices and Additional Rates**

<b>Service</b>	<b>Unit Price</b>
MSW Collection twice per week with a 35, 65 or 95-gallon cart (all items in Cart)	\$19.85
Recycling Collection twice per week with a 35, 65 or 95-gallon cart (all items in Cart)	Included in base rate
Bulky Waste Collection: on-demand and additional bulky waste service days after 3 holidays (5 cubic yard limit)	Included in base rate
Additional Bulk Pickup (less than 3cubic yards)	\$135.00 per pick up
Additional Bulk Pickup (3-5 cubic yards)	\$175.00 per pick up
Green Waste Collection one time per week (10 cubic yard limit) and Collection of Green Waste exceeding 10 cubic yards collected within five (5) business days; holiday tree Collection for a specified period	Included in base rate
On-demand bulk cardboard Recycling Collection within 7 calendar days of the request for service	Included in base rate
Rate for additional MSW Cart per Unit	\$7.00 /per cart /per month
Rate for additional Recycling Cart per Unit	\$0 /per cart /per month

##### **B. Additional Residential Services**

<b>Service</b>	<b>Price Per Replacement</b>	
Rate for exchange of Cart (either service)	\$25.00	
Rate for replacement Cart (either service)	\$70.00	
<b>Service</b>	<b>Rate Per Hour for (any type) and Crew</b>	<b>Disposal Fee Per Yard Collected</b>
Collection rates for Unusual Accumulation Waste Collection	\$150 per hour	\$7.00 per yard

## II. Commercial and Industrial Services Rates

### A. Small Business Collection Rates

	Monthly Rate Based on Number of Service Days Per Week	
	1	2
<b>95 Cart</b>	<b>\$23.00</b>	<b>\$27.00</b>

### B. Front End Loader Containers

	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
Front End Loader Containers:							
2 yard	\$97.17	\$173.42	\$249.70	\$325.93	\$402.18	\$494.49	\$586.81
3 yard	\$107.37	\$189.60	\$271.83	\$354.06	\$436.30	\$534.60	\$632.91
4 yard	\$116.40	\$204.63	\$292.83	\$381.06	\$469.27	\$573.57	\$677.86
6 yard	\$138.69	\$259.80	\$307.22	\$467.64	\$552.08	\$832.40	\$1,000.23
8 yard	\$155.93	\$301.37	\$436.46	\$561.17	\$675.48	\$935.28	\$1,212.40
10 yard	\$259.80	\$493.62	\$727.44	\$900.64	\$1,082.50	\$1,558.80	\$2,121.70

### C. Front End Loader Vertical Compactors

	Monthly Rate Based on Number of Service Days Per Week						
	1	2	3	4	5	6	7
Front End Loader Vertical Compactors:							
4 yard	\$222.83	\$406.48	\$506.54	\$662.89	\$703.53	\$750.45	\$809.84
6 yard	\$323.62	\$609.74	\$758.50	\$994.32	\$1,055.31	\$1,125.66	\$1,216.02

**D. Roll Off Containers Pricing (Each Haul/Disposal)**

<b>Each Haul and Disposal</b>				
Roll off Container	Haul	Disposal	Excess Tonnage (Additional Fee)	Total
Open top:				
Up to 6 tons	\$475.00	Included		\$475
Over 6 less than 10 tons	\$475.00	\$39.50/per ton	\$39.50/per ton	\$475 + \$39.50 per ton + Excess tonnage fee, if applicable
Delivery - Open Top	\$175.00			
Dry Run	\$250.00			
Compactors:				
Up to 7 tons	\$535.00	Included	\$39.50/per ton	\$535 + Excess tonnage fee, if applicable
Over 7 less than 10 tons	\$535.00	\$39.50/per ton	\$39.50/per ton	\$535 + \$39.50/per ton + Excess tonnage fee, if applicable
Dry Run	\$250.00			\$250.00

**E. Construction & Demolition Roll Off Container Pricing (Each Haul/Disposal)**

<b>Each Haul and Disposal Based on Project Size</b>			
	1-10 Hauls	11-50 Hauls	51 + Hauls
Roll off Container			
20 yard	\$440.00	\$440.00	\$440.00
30 yard	\$475.00	\$475.00	\$475.00
40 yard	\$510.00	\$510.00	\$510.00

**F. Roll-off, Other Fees**

<b>Services</b>	<b>Rates</b>
Minimum Lift Fee**	\$175.00
Dry Run	\$250.00
Delivery	\$175.00
Removal	\$175.00
Relocation	\$175.00

**\*\* If minimum 1 haul per month is not met, a \$175.00 monthly rental fee is assessed**

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**G. Commercial Other Fees**

<b>Extra Lift</b>	<b>\$150.00</b>
<b>Extra Yardage*</b>	<b>\$60.00</b>
<b>Relocation</b>	<b>\$150.00</b>
<b>Delivery</b>	<b>\$150.00</b>
<b>Removal</b>	<b>\$150.00</b>
<b>Container Swap Out</b>	<b>\$150.00</b>
<b>Pull Out Fee (10' Max)</b>	<b>\$30.00</b>
<b>Container Lock</b>	<b>\$9.00</b>
<b>Enclosure Lock</b>	<b>\$9.00</b>
<b>Casters</b>	<b>\$15.00</b>
<b>Contamination on Recycle</b>	<b>\$125.00</b>

\* Overloaded Detached Containers – Contractor will photograph the overloaded Detached Container, and it will be saved in Contractor's system

### **Additional Items**

- A. Contractor will accept up to 15% Non-Recyclables or Unacceptable Waste in a load of Recyclables.
  - 1. For Recyclables not meeting the specifications, more than the allowable percentage, the City may pay a contamination charge for additional handling, processing, transporting and/or disposing of Non- Recyclables.
  - 2. A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided the City within 24 hours of the load being transported to the Disposal Facility.

## **APPENDIX B**

### **LIST OF RECYCLABLES**

The following shall be collected curbside:

1. Corrugated containers/cardboard (uncoated)
2. Uncoated paperboard (ex. cereal boxes; food and snack boxes)
3. Uncoated printing, writing and office paper
4. Magazines, glossy inserts, and pamphlets
5. Mail
6. Newspaper
7. Cartons, Aseptic Containers
8. PET bottles with the symbol #1 – with screw tops only
9. HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)
10. PP plastic bottles and tubs with symbol # 5 - empty
11. Plastics not listed above including but not limited to those with symbols #3, #4, #7
12. Steel and tin cans
13. Aluminum cans
14. Glass food and beverage containers – brown, clear, or green



## APPENDIX C

### CITY OF SUGAR LAND LOCATIONS

Site	Address	Quantity	Container Size	Frequency	Type
City Hall	2700 Town Center	1	3	5	MSW
		1	3	3	Recycle
Public Works	111 Gillingham	1	8	2	MSW
		2	20	O/C	MSW
		1	4	1	MSW
Animal Shelter	101 Gillingham	1	8	5	MSW
		1	8	1	Recycle
Airport	12888 Highway 6	1	8	2	MSW
		2	8	1	Recycle
Parks Dept	2120 Austin Pkwy	2	Polycarts	1	Recycle
		1	8	2	MSW
Fire Station	2255 Settlers Way	1	4	4	MSW
		2	Polycarts	1	Recycle
Fire Station #2	1040 Industrial	1	4	1	MSW
		2	Polycarts	1	Recycle
Parks Admin	200 Matlage	2	6	3	MSW
		2	Polycarts	1	Recycle
Fire Station #1	200 Matlage	1	6	1	MSW
		2	Polycarts	1	Recycle
First Colony-Athletic Park	3232 Austin Pkwy	2	8	2	MSW
		1	8	1	Recycle
City Park/Pool	722 Seventh St	2	6	2	MSW
Lost Creek Park	3703 Lost Creek	2	6	2	MSW
Police Station	1200 Highway 6	2	8	2	MSW
Eldridge Park	2500 Eldridge	1	8	6	MSW
Old City Hall/Fire Admin	10405 Corporate	1	6	2	MSW
		1	8	1	Recycle
Girls Softball	7720 Highway 90	2	6	2	MSW
Fire Station #5	5735 Commonwealth	1	8	1	MSW
		2	Polycarts	1	Recycle
Fire Station #7	1301 Chatham Ave	1	4	1	MSW
		2	Polycarts	1	Recycle
Fire Station #4	2120 Austin Pkwy	1	8	1	MSW

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		2	Polycarts	1	Recycle
Water Plant	14601 Voss	1	4	2	MSW
		1	4	2	Recycle
Brazos River Park	18427 SW Frwy	1	8	1	MSW
		1	8	1	Recycle
Eldridge Park	2511 Eldridge	1	6	2	MSW
Brazos River Park II Festival	18355 SW Frwy	2	8	1	MSW
Visitors Center/Heritage	198 Kempner	1	8	1	MSW
Fires Station #6	6625 Sansbury	1	4	1	MSW
		2	Polycarts	1	Recycle
Fire Dept	1 Circle Dr	1	30	O/C	MSW
T.E. Harman Center	226 Matlage	1	4	1	Recycle

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APPENDIX D

**PERFORMANCE BOND**

(Residential, Commercial and Industrial Solid Waste Contract)

**Bond No.** \_\_\_\_\_

**Name of Surety:** \_\_\_\_\_

**Name of Contractor as Principal:** BFI Waste Services of Texas, LP d/b/a Republic Services of Houston, a Delaware limited partnership,

**Name of City as Obligee:** City of Sugar Land, Texas

**Name of Project:** Exclusive Franchise and Contract for Residential, Commercial and Industrial Solid Waste Collection, Transportation, Processing and Disposal Services

**CIP Project No.** \_\_\_\_\_

**Date of Contract:** \_\_\_\_\_ **(Not before Bond execution date)**

**Bond Amount (Contract Price):** \$5,000,000

**RECITALS:**

The Contractor has executed a Contract with the Owner for the Project in the City of Sugar Land. The Contract requires the Contractor to furnish this Performance Bond.

**AGREEMENT:**

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.

*[The Legal Department has prepared this form Performance Bond for use by City employees without further legal review. The form allows for the Surety to insert information in specific provisions as necessary to complete the Performance Bond. The remaining Performance Bond provisions are "read only" and may only be changed by the Legal Department.]*

- 
- 2. DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
- 3. NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.
- 4. SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT.** Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:
- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
  - (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor.

The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work.

The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.

- (c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any unused portion not spent by

the Owner to procure and pay a completing contractor or to complete the construction contract itself.

- (d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.
- (e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

**5. SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety shall promptly pay the Owner all losses, costs, and expenses resulting from the:

- (a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and
- (b) Acts or omissions of the Surety; and
- (c) Owner's compliance with the Surety's directions or requests.

**6. SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.

**7. GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond shall be filed in a court that has jurisdiction in Fort Bend County, Texas.

**8. INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.

**9. SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

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**Contractor:**

\_\_\_\_\_  
(Typed Firm Name)

(Seal)

By: \_\_\_\_\_  
(Signature—Attorney in Fact)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Physical Address)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone No. with Area Code)

\_\_\_\_\_  
(Date of Execution)

**Surety:**

\_\_\_\_\_  
(Typed Firm Name)

(Seal)

By: \_\_\_\_\_  
(Signature—Attorney in Fact)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Physical Address)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone No. with Area Code)

\_\_\_\_\_  
(Date of Execution)

**(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).**

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## APPENDIX E

### **INSURANCE REQUIREMENTS**

#### **REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

#### **INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate blanket form endorsement**
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation or other state approved program and all liability policies and must be provided **on a separate blank form endorsement.**
- C. All insurance policies shall be endorsed via blanket form endorsement to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal or material change of the insurance except workers compensation or equivalent.
- D. All insurance policies, which include The City of Sugar Land as an additional insured, must be endorsed via blanket form endorsement to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All insurance policies shall contain no cross liability exclusions or insured verses insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approve by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03). Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized representative and shall be supplemented with representing and warranting all blanket-form endorsements and evidence the insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall promptly furnish The City of Sugar Land with copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued

directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the Contractor's insurance company or authorized representative. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required blanket-form endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and blanket-form endorsements shall be mailed and emailed to:

**City of Sugar Land  
Purchasing Office  
P. O. Box 110  
Sugar Land, TX 77487-0110**

**emailed to: [purchasing@sugarlandtx.gov](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Insurance Carrier	
		<b>INSURER B:</b> Insurance Carrier	
		<b>INSURER C:</b> Insurance Carrier	
		<b>INSURER D:</b> Insurance Carrier	
		<b>INSURER E:</b> Insurance Carrier	
		<b>INSURER F:</b> Insurance Carrier	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456789	01/01/1900	01/01/1900	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
C		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
		<input type="checkbox"/> RETENTION \$						\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
E	Builder's Risk Professional Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

<b>CERTIFICATE HOLDER</b> City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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ACORD 25 (2010/05)

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REPRODUCED SERVICES CONTRACT Page 07

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information

listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy - must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land. Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits **(See Insurance Requirements Checklist)**
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
  - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
    - (2) Waiver of Subrogation
    - (3) Primary and Non-Contributory
    - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

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## INSURANCE REQUIREMENTS SOLID WASTE SERVICES

Items marked "X" are required to be provided if award is made to your firm.

### Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation (or equivalent) Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u>X</u> Very High/ High Risk	Medium Risk	Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

X Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than 1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: \$4,000,000 is required

Contract value between \$5,000,000 and \$10,000,000: \$9,000,000 is required

Contract value between \$10,000,000 and \$15,000,000: \$15,000,000 is required

Contract value above \$15,000,000: \$20,000,000 is required

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

X Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

Other Insurance Required: None