



CONTRACT

**RESIDENTIAL COLLECTION, TRANSPORTATION, AND
PROCESSING OF, AND DISPOSAL SERVICES FOR, SOFT
RECYCLABLES**

November 19, 2021

Soft Recyclables Collection Contract

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Whereas, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. Definitions

For the purpose of this Contract the following definitions apply:

City means the City of Sugar Land, Texas, a municipal corporation, and includes City management and staff acting on behalf of the City Manager and Council for the purposes of managing the collection, transportation, processing and disposal of Soft Recyclables

Complaint means a notification or correspondence expressing or reporting disapproval of collection practices, unsatisfactory service, an accusation of property damage, a missed collection, or general dissatisfaction with the Contractor or services provided by the Contractor.

Contract Labor means any employee providing services under this Contract and not directly employed by the Contractor.

Contractor means Green City Recycler and its successors or assigns.

Missed Collection means a collection that was not provided as scheduled.

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

Recycling means a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, processed, reuse, 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.

Residential Unit means 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 is deemed occupied when water service is being supplied to the Residential Unit.

Soft Recyclables means items of an individual weight less than fifty (50) pounds that can be carried by one person and include the items identified as Soft Recyclables in Appendix A. Soft Recyclables.

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

Article II. Residential Service and Collection Specifications

A. Collection Schedule and Hours of Service

1. Residents will schedule collection service online or call the Contractor. No collection shall be made on Saturdays or Sundays except during weeks that contain a rolling holiday schedule.
2. Collection must occur within five (5) business days of the resident's request and between 7:00 a.m. and 6:30 p.m. on the scheduled collection day.
3. Collection from Recycling Drop-Off Centers shall be provided as determined and approved by the City.

B. Holiday Schedule

1. The collection of Soft Recyclable shall not be provided on city holidays unless approved by the City.
2. Contractor must follow the City-approved holiday collection schedule for the term of this Contract.

C. Missed Collections and Complaints

1. Contractor must give immediate and courteous attention to all customer inquiries or requests about the collection services for Soft Recyclables.
2. Contractor must have staff on-call for after-hours problems and emergencies.
3. Contractor must maintain a log of all calls (inquiries, missed collections, and complaints) that includes 1) the date and time of notification; 2) address and subdivision of occurrence/complaint; 3) manner of resolution and/or collection; and 4) time of resolution and/or collection.
4. The Contractor must maintain an office with a local telephone number or toll free number for the purpose of handling all customer complaints and any other calls regarding the collection service provided by Contractor. The office must be adequately staffed and equipped to 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 8:00 a.m. to 5:00 p.m. (CST) on all collection days except holidays. The phones must be staffed with sufficient competent personnel to handle calls and inquiries during such hours. The Contractor must provide the City's Environmental Manager with contact information for direct field personnel with the Contractor's local dispatch office or route service personnel.
5. Missed Collections

- a. Contractor must notify the City and resident by 4:00 p.m. when a scheduled collection may not be completed before 6:30 p.m.
- b. When notification of a missed collection is received by the Contractor, Contractor must provide collection within the next four-eight (48) hours and inform the resident of the time the collection will be provided. When notification of a missed collection is received after 4:00 p.m. on the day preceding a holiday, the Contractor must provide collection within the first three (3) hours of the next working day.
- c. The City will notify the Contractor by e-mail or phone within twenty-four (24) hours of a resident's complaint or notice of a missed collection.

6. Complaints

- a. Contractor must notify the City within two hours of any service complaint received and the planned resolution. Service complaints include such things as property damage, equipment leaks, spills, poor service, rude and discourteous service, unsafe operations, suspicious behavior.
- b. The Contractor must provide the City with a full written explanation of the disposition of any complaint involving property damage within three working days following disposition.

D. Spills

1. If Soft Recyclables spill onto a street, sidewalk, private property, or public property at any time during collection and transport, Contractor must either (i) clean up the spill and place the Soft Recyclables in the collection vehicle before the vehicle proceeds to the next stop on the collection route, or (ii) promptly make necessary arrangements for the immediate clean-up of the spilled Soft Recyclables.
2. Each vehicle must be equipped with the proper tools to adequately clean up any spillage.

E. Soft Recyclables

1. List of Soft Recyclables
 - a. Contractor must collect all items on the List of Soft Recyclables, Appendix A.
 - b. With approval of the City, the Contractor may alter the List of Soft Recyclables. The request must be made in writing, specify the reason for the request, and explain the impact of deleting or adding the item(s) for collection and processing.

- c. Contractor shall deliver Soft Recyclables to the Processing Facilities identified in the list delivered to the City pursuant to this Contract.
- d. Contractor must not landfill any Soft Recyclables without the prior written consent of the City.

F. Collection Impediments

2. Contractor is responsible for providing services to collect Soft Recyclables to households affected by collection impediments, such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction.
3. Contractor shall notify the City of the specific locations where such impediments routinely hinder collection.

Article III. City Facilities

A. Service to City Facilities

1. Soft Recyclables collection service to facilities owned and/or operated by the City shall be provided at no cost to the City beginning November 19, 2021.
2. Service shall be at a frequency reasonably determined by the City.

B. Special Events

1. The Contractor must provide the City services to collect Soft Recyclables at a Special Event. The Contractor must collect Soft Recyclables at the Special Event and dispose of them as required by this Contract.
2. City will give a minimum of two (2) weeks advance notice of when services will be needed for a Special Event.

Article IV. Collection Vehicles and Equipment

1. Contractor must provide and maintain a fleet of 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.
2. At all times the Contractor must provide well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. Contractor shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from Contractor's vehicles or equipment.

3. All vehicles and equipment used by Contractor for the collection of Soft Recyclables must 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 inches (5") in height.
4. The Contractor must assign each of its vehicles an identifying number and must mark the identifying number upon each vehicle in two prominent locations, as approved by the City, in a size not less than five inches (5") in height.
5. The Contractor must operate all vehicles and equipment in compliance with all laws and manufacturers' specifications.
6. The Contractor's name and telephone number must be clearly marked on both sides of each vehicle or equipment.
7. Annually on or before January 1, the Contractor shall provide the City with a List of Vehicles and Equipment that will be used to service this Contract 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.

Article V. Educational Programs

1. Contractor must cover the cost of initial roll-out education in the form of social media advertisements to residents within the city limits. Advertisements must be done within ninety (90) days from the effective date of the Contract. Targeted participation-related education must be conducted twice (2) a year in any form or media including social media sites.
2. The Contractor must coordinate with the City to provide educational materials to inform residents of the Soft Recyclables program.
3. The Contractor must participate in City directed promotional and educational efforts as outlined below:
 - a. During the course of the recycling pick up, provide and distribute notices regarding rejected materials and proper set-out procedures.
 - b. Training employees to deal courteously with customers on the telephone and on-route to promote the collection services and to explain proper preparation of Soft Recyclables.
 - c. Coordinate with the City for distribution of written promotional and instructional materials directly to Residential Units.

- d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
 - e. Provide advice to the City on promotional and educational material content and presentation.
4. Any communication to Sugar Land residents shall not be sent without prior approval from the City.

Article VI. Reporting

1. The Contractor must maintain and submit to the City monthly and annual reports. Reports must have the information specified below and be in a Microsoft compatible digital format. The reports must include the information specified in Section 4-73(b) of the City's Code of Ordinances and include a spreadsheet listing the amount of Soft Recyclables collected (in tons/pounds), number of pick-ups, response time, and location of pick-ups, and payment to the City. Monthly reports are due within fifteen (15) days following each month. The annual reports are due by January 31st following the end of the calendar year.
2. The Contractor must submit reports to:

Mail/Delivery:

City of Sugar Land
Attn: Environmental Manager
Environmental & Neighborhood Services Department
P.O. Box 110
Sugar Land, Texas 77487-0110

Or via email: solidwaste@sugarlandtx.gov

Article VII. Fee and Payment

1. For and in consideration of the right to provide the services under this Contract, the Contractor:
 - a. Must remove and dispose of all Soft Recyclables at no cost to City or customers; and
 - b. Shall pay to the City a sum equal to five cents (\$0.05) per pound of Soft Recyclables collected by the Contractor.
2. The Contractor must submit payment to the City within thirty (30) days following the close of each calendar month during the term of this Contract. The payment to

the City must include documents showing the weight of the Soft Recyclables collected each month.

3. 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.
4. 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 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 per annum, compounded daily, on the deficiency and the City's reasonable cost incurred for the inspection or audit.

Article VIII. Processing Facilities

A. Processing Facilities

The Contractor shall identify and provide the City with a list of the designated Processing Facilities that will be accepting Soft Recyclables collected under the terms of this Contract. Each disposal facility and processing facility must be legally authorized and have been issued the permits required under all applicable federal, state, and local laws.

B. Ownership of Soft Recyclables Collected

The Contractor accepts title to the Soft Recyclables placed for collection when the Recyclables are removed by the Contractor, removed from the customer's premises, or placed in Contractor's vehicle, whichever first occurs.

Article IX. 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 X. Human Resources and Labor Force

A. Contractor's Employees and Contract Labor

1. The Contractor must assure that its employees and contract laborers serve the public in a courteous, helpful, and impartial manner.
2. The Contractor must outfit each employee or contract laborer in uniforms that clearly identifies him/her as a representative of the Contractor.
3. The Contractor must provide each employee and contract laborer with appropriate safety equipment.
4. The Contractor must assure that all employees and 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. The Contractor must conduct background checks and annual DMV record checks on all employees and, subject to and except as provided by applicable law, will not employ individuals found to have job-related criminal history. Nothing in this provision, however, shall be construed to require Contractor to violate federal or state laws regarding employment of individuals with criminal histories.
6. The Contractor must employ superintendents, foremen, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them.
7. The Contractor must 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 Contract. The Contractor's report must also 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 must conduct an investigation and respond to the City within forty-eight (48) hours of the City's request. The 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 must not subcontract any task under this Contract without the prior written consent of the City. The Contractor shall submit a list of potential subcontractors for advance approval by the City.
2. The Contractor must properly supervise and instruct subcontractors to assure that the subcontractors comply with all requirements of this Contract in performing any

work hereunder. The Contractor is responsible for the acts or omissions of its subcontractors.

Article XI. Permits, Penalties and Fines

A. Payment of Fines and Penalties

The Contractor must 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

The Contractor must 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.

ARTICLE XII. INDEMNIFICATION

THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.

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 XIII. INSURANCE

The Contractor must maintain the types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B. The Contractor must 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 types and amounts of insurance and comply with the insurance requirements shown in the attached Appendix B.

Article XIV. Monitoring and Liquidated Damages

A. Performance Monitoring

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

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.
2. Notification of Imposition of Liquidated Damages
 - a. The City will notify the Contractor of non-compliance occurrences and the City's plan to assess Liquidated Damages within fifteen (15) business days of the occurrence.
 - b. The City will submit a Summary of Violations and the Liquidated Damages to be assessed.
3. Liquidated Damages for Violations
 - a. Failure to correct a missed soft recycling collection as scheduled - \$200 each occurrence.
 - b. Failure to provide soft recycling collection at the same Residential Unit two or more times within a thirty-day period - \$150 each occurrence over one (1) occurrence.

- c. Failure to clean up spilled waste or soft recyclables resulting from loading or transporting within twenty-four (24) hours after receiving notification from the resident or the City - \$200 each incident.
- d. Failure to pay for damage caused by Contractor's vehicle, employee, or contract labor within twenty-four (24) hours - \$500 each occurrence.
- e. Failure to submit an accurate monthly or annual report in the specified format, as required by this Contract - \$500 per report.
- f. Failure to comply with any term or condition of this Contract, other than those described in this Article - \$500 per day.

Article XV. Contract Term and Dates to Begin Services

A. Annexation

The Contractor must provide services to collect Soft Recyclables from Residential Units located within land annexed into the City's corporate boundaries during the term of this Contract, in accordance with the terms specified in this Contract if:

1. The City requests that the Contractor provide the services pursuant to this Contract;
2. The annexed land has or will require residential Soft Recyclables collection, transportation, processing and disposal services; and
3. The law allows the City to provide the Soft Recyclables collection, transportation, processing and disposal services to residential property within the annexed land.

B. Contract Term, Contract Extension, and Contract Amendment

1. The term of this Contract shall be for a period of three (3) years, commencing on the later date of the parties' execution of this Contract, unless terminated as provided in this Contract. The Soft Recyclables collection services will begin on November 19, 2021.
2. The City and Contractor may extend this Contract for one three-year term, upon mutual written agreement, by each party giving written notice of its intention to extend the Contract ninety (90) days before the expiration of the initial term.
3. This Contract may be amended only by written instrument duly executed by the City and Contractor.

Article XVI. Termination of Contract

A. Termination by City

1. 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 will occur if the Contractor fails to comply with the terms of this Contract. If a default occurs, 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 will be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City will 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, agreements, and conditions required to be performed or observed by Contractor herein;
 - ii. Failure of the Contractor to perform 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; or
 - vii. Indication that the Contractor has made an unauthorized assignment of the Contract.
- c. Upon the effective date of termination as contained in the notice, the Contractor will, 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 must submit a statement to the City showing in detail the services performed under this Contract to the date of termination. The Contractor must submit payment to the City for the Soft Recyclables collected and not paid for under Article VIII.
- 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 default within twenty-four (24) hours after receipt of such notice, the City will 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.
 - ii. If the Contractor fails to perform any of the material provisions of this Contract, the City will promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time in which the Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Contract 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.

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 notice thereof. Default by the City will occur if the City fails to observe any of its material duties under this Contract. Should such a default occur, the Contractor may 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 thirty (30) 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 XVII. Miscellaneous

A. Notice

1. All notices required under this Contract shall be in writing and be sent by United States mail, courier service, facsimile or may be delivered in person. All notices shall be sent or delivered to the following addresses or as the City or Contractor may hereafter designate by written notice. Notice shall be deemed to have been given when the notice is mailed or delivered by fax, courier or in person, to the following address, as applicable.

Contractor:

Green City Recycler
Kamran (Kevin) Ali, President
2817 Berry Rd.
Houston, Texas 77093

City:

City of Sugar Land
Director, Environmental & Neighborhood
Services
P.O. Box 110
Sugar Land, Texas 77487-0110

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 Contract without the written consent of the other party.

D. Changes in Law and Severability

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; or
2. A party's rights or obligations under this Contract are materially prejudiced.

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 Soft Recyclables 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; or
2. A party's rights or obligations under this Contract are materially prejudiced.

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, the invalidity shall not affect any other term, covenant, or condition herein contained.

E. Disclosure of Interested Persons. This Contract is subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

F. Texas Public Information Act and Confidential Information

The City is subject to the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). The Contractor acknowledges that information created or exchanged in connection with this contract is subject to the PIA, and the Contractor agrees that information not otherwise excepted from disclosure under PIA, will be available in a format that is accessible by the public at no additional charge to the City including, but not

limited to: (1) portable document format (pdf) compatible with the latest version of Adobe Acrobat; (2) Microsoft Word; (3) Microsoft Excel; (4) hard copy (paper); or (5) any other format or medium in which the information is stored or the City is required to produce under the PIA. The Contractor will cooperate with the City in the production of documents or information responsive to a request for information. Information provided by or on behalf of the Contractor under, pursuant to, or in connection with this contract that the Contractor considers proprietary, financial, or trade secret information (“Confidential Information”) must be designated as such when it is provided to the City in accordance with this contract. The Contractor agrees to maintain the confidentiality of information received from the City during the performance of this contract, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. The Contractor will notify the City within twenty-four (24) hours of receipt of any third party requests for information that was provided to the Contractor by the City.

Article XVIII. Appendices

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

Appendix A –List of Soft Recyclables

Appendix B – Insurance Requirements

APPENDIX A

SOFT RECYCLABLES ACCEPTABLE ITEM LIST

Men's Apparel
Women's Clothing
Children's Clothing
Coats and Jackets
Jewelry
Shoes
Purses
Hats
Toys
Blankets
Drapes/Curtains
Pillows
Sleeping Bags
Silverware
Dishes
Pots/Pans
Glasses
Backpacks
Belts

APPENDIX B

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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 endorsement**
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed 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 liability policies shall contain no cross liability exclusions or insured versus 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 approval 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 agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified 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 successful contractor's insurance agent of record or insurance company. 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 endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

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

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**