

1 **CONTRACT FOR MUNICIPAL SOLID WASTE, RECYCLING,**
2 **AND COMPOST COLLECTION AND DISPOSAL SERVICES**

3
4 City of Sunset Valley
5 3205 Jones Road
6 Sunset Valley, TX 78745
7

8
9 Presented By

10
11 **TEXAS DISPOSAL SYSTEMS, INC.**
12

13
14 Texas Disposal Systems, Inc.
15 P.O. Box 17126
16 Austin, TX 78760
17 www.texasdisposal.com
18

19
20
21 Contact Name: Jay Howard
22 Phone: (512) 421-1300
23 Fax: (512) 421-1325
24 Toll Free: (800) 375-8375
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28 Effective
29 July 1, 2016
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CONTRACT

(To provide Refuse Collection and Disposal, Single Stream Recycling, and Compost Collection Services)

THIS CONTRACT is made and entered into on this 1st day of July 2016, by and between the City of Sunset Valley, of the State of Texas, (hereinafter called “the City”), and Texas Disposal Systems, Inc. (hereinafter called “the Contractor”).

WITNESSETH:

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

1. EXCLUSIVE AGREEMENT

The Contractor is, subject to any applicable contrary law, hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of Solid waste, Refuse and provide Recycling and Composting services; and shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential and Commercial collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents.

2. MANDATORY SERVICE

It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with Agreement.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential and Commercial Unit, utilizing acceptable containers, in the Contract area. Each occupied Residential Unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

3. CONTRACT DOCUMENTS

No amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to

86 release either party from any obligation of the Contract Documents except as specifically
87 provided for in such amendment.

88 4. SCOPE OF WORK

89 The work under this Contract shall consist of the items contained in this document, including
90 all the supervision, material, equipment, labor and all other items necessary to complete said
91 work in accordance with the Contract Documents.

92 5. TYPE OF COLLECTION

93 Contractor will collect the cart only and its contents at curbside. Extra carts will be provided
94 upon request at an additional fee. See "Attachment A" for rates.

95 The Contractor shall make special arrangements to provide special collection for those
96 individuals with demonstrated disabilities requiring "at door collection". Employees of the
97 Contractor shall not be required to expose themselves to vicious animals in order to collect
98 Refuse.

99 5.1 Residential Refuse Pickup – Contractor shall provide curbside collection of Refuse
100 from Residential Units one (1) time per week with 35, 65, or 96-gallon cart.

101
102 5.2 Single Stream Recycling – Contractor shall provide for Residential Units curbside
103 collection of Single Stream recycle materials one (1) time every-other-week with 35,
104 65, or 96-gallon recycling cart plus two (2) additional containers (up to 30 gallon).
105 Cardboard should be flattened and tied in bundles.

106 The Contractor will provide recycling collection services to all Residential Customers
107 within the City for the following:

- 108 ▪ Green, brown and clear glass
- 109 ▪ Plastics #1-7 (except #6- Styrofoam)
- 110 ▪ Aluminum, tin, and steel cans
- 111 ▪ Paper Products: newsprint, cardboard, boxboard, junk mail, magazines,
112 and office paper.

113 Any other materials for which a recycling market may exist and which the parties
114 hereto agree can be added to the recycling program.

115 The Contractor will be responsible for marketing the collection of recyclable materials.
116 If a material cannot be effectively marketed for recycling, the Contractor may
117 eliminate that product from this program. If additional materials can be added to the
118 program the Contractor will notify the City.

119 Contractor may decline to collect any recyclable material not in cart provided.

120 5.3 Compost – Contractor shall provide to Residential Units curbside collection of green
121 waste or brush waste one (1) time every-other-week with 96 gallon green waste cart.

122 The every-other-week collection schedule will alternate with the Single Stream
123 recycling schedule.

124 In addition to the contents of the cart, residents may place up to 3 additional cubic
125 yards of brush or paper yard waste bags at the curb for collection. Brush must be cut
126 in 4 foot lengths and placed at the curb with cut ends facing the curb. Contractor may
127 refuse to collect any brush that is not cut into 4 foot lengths.

128 5.4 Commercial Collection – The Contractor will establish commercial routes to service
129 the Commercial Customers within the City, subject to approval of the City. The
130 following container sizes will be offered: 96 gallon carts, 2 yard, 3 yard, 4 yard, 6 yard,
131 and 8 yard containers. Commercial Customers will determine the container size and
132 pickups.

133

134 5.5 Roll Off Collection - The Contractor will offer Roll Off and Compactor services within
135 the City. The following container sizes will be offered: 14, 20, 30, and 40 cubic yards.

136

137 5.6 Special Events – Services provided to the City for Special Events as part of this Contract
138 are listed in “Attachment C” if applicable.

139

140 5.7 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 a.m.
141 to 7:00 p.m. on the same day. Collection of Commercial Refuse shall be serviced from
142 7:00 a.m. to 10:30 p.m. Exceptions to collection hours shall be effected only upon the
143 mutual agreement of the City and the Contractor, or when the Contractor reasonably
144 determines that an exception is necessary in order to complete collection on an
145 existing collection route due to unusual circumstances.

146

147 5.8 Holidays – The following shall be holidays for purposes of this Contract:

148 • New Year’s Day • Labor Day

149 • Memorial Day • Thanksgiving Day

150 • Independence Day • Christmas Day

151 The Contractor may decide to observe any or all of the above mentioned holidays by
152 suspension of collection service on the holiday. Should Contractor observe a holiday,
153 Contractor may for the remainder of the calendar week provide Collection service to
154 Customers one (1) day after their normal collection day including Saturday if
155 necessary.

156 5.9 Performance Standards – Performance goals shall be to enhance sanitary and
157 aesthetic living conditions for City Residents; protect the environment; deliver
158 consistent, reliable, convenient, safe services; provide for respectful, friendly,
159 responsive communications with Customers; and to show a commitment to the
160 community.

161 Performance standards shall include:

- 162 a) Residential carts shall be replaced within five (5) feet of Customer’s placement
163 without obstructing the driveway or damaging landscaping. Cart lids will be
164 closed after servicing and the cart will be turned sideways so that the whole
165 street is uniform wherever possible.
- 166 b) The Contractor will make all reasonable efforts to collect waste and recycling
167 regardless of barriers (i.e., blocked streets) except when the safety and health
168 of Contractor’s employees or the public is placed in danger.
- 169 c) The Contractor will make every effort to maintain a consistent route schedule.
- 170 d) The Contractor will not leave loose trash which, during collection, may fall in
171 the streets or yards of the Residents, and we will make every reasonable effort
172 to keep the community clean and free of litter.
- 173 e) Drivers will be expressly forbidden to use their emergency brake to stop a
174 moving vehicle (a practice that has caused street damage in the past).
- 175 f) The Contractor will not use vehicles that leak oil, hydraulic fluid or other
176 substances, or present an unhygienic or unsafe appearance. If there should
177 be a leak from a Contractor’s truck, Contractor will clean up the spill within
178 two (2) business days of notification
- 179 g) The Contractor will provide service to each residential and commercial
180 customer whose account is active and for whom/which no notice has been
181 issued by the City to discontinue or suspend service.

182 *Note: Operational standards listed above are based on Rear-load service. The*
183 *Contractor reserves the right to change the type of vehicle to service the City. The*
184 *Contractor will notify the City in writing and performance standards will be adjusted*
185 *based upon the capability of that type of vehicle.*

186 5.10 Cart Delivery – Carts will be delivered within seven (7) days of an order for service.
187 Damaged carts will be replaced within the same time frame. Removal of carts will
188 occur the next service day after notice is received.

189 The Customer is responsible for carts lost, stolen, damaged or destroyed by abuse at
190 a cost of \$75 plus \$25 delivery fee.

191 5.11 Routes of Collection – The Contractor will establish collection routes, subject to the
192 approval of the City, which approval shall not unreasonably be denied. The Contractor
193 may from time to time propose to the City for approval changes in routes or days of
194 collection, which approval shall not be unreasonably withheld. Upon the City’s
195 approval of the proposed changes, the Contractor shall promptly give notice to the
196 affected Customers at the Contractor’s expense.

197
198 5.12 Collection Equipment – The Contractor shall provide an adequate number of vehicles
199 for regular collection services. All vehicles and other equipment shall be kept in good
200 repair, appearance and in a sanitary condition at all times. Each vehicle shall have
201 clearly visible on each side the identity of the Contractor.

202
203 5.13 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed
204 that leaking, spilling or blowing are minimized.

205
206 5.14 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a
207 legally permitted disposal site. The charge for disposal shall be included in the rate set
208 forth in the proposal for each Customer serviced by the Contractor.

209
210 6. CUSTOMER RELATIONS

211
212 6.1 Office – The Contractor shall maintain an office or such other facilities through which
213 they can be contacted. It shall be equipped with sufficient telephones and shall have
214 a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday. The
215 telephone number of the office shall be prominently displayed on all of the
216 Contractor’s containers, carts, and trucks used in the City.

217
218 6.2 Point of Contact – Contact regarding legal issues shall be expressly between the
219 Contractor and the City Manager or designee.

220
221 6.3 Reporting of new or cancelled accounts – The City Administrator or designee shall via
222 telefax or email provide the Contractor with a daily written list of any Customers who

223 have initiated or terminated service according to the City records. The Contractor will
224 notify the City of any Customers that have requested initiation or termination of
225 Refuse collection service and are not reflected on the written lists provided by the
226 City.

227
228 6.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services
229 for any residential Customer as set forth in a written notice sent to it by the City. Upon
230 further notification by the City, the Contractor will resume collection on the next
231 regularly scheduled collection day. To the extent of the City’s liability under applicable
232 law and without waiving the City’s governmental immunity, the City will indemnify
233 and hold the Contractor harmless from any claims, suits, damages, liabilities or
234 expenses resulting from the Contractor discontinuing service at any residential
235 location at the direction of the City. For commercial accounts directly billed by the
236 Contractor, the Contractor will set forth the amount of payment to be collected in
237 accordance with the Contractor’s nonpayment policy approved in advance by the City
238 before reinstatement of services shall be initiated. City will not be held liable for any
239 Commercial Customer’s unpaid balance. Contractor shall, on request of the
240 Commercial Customer whose service has been suspended for non-payment, reinstate
241 the service of the Commercial Customer when all delinquent amounts are paid in full.
242 Contractor may require a deposit equal to the charges for one month of service at the
243 actual or average monthly rate charged to such Customer in connection with a
244 reinstatement following suspension of service for no-payment. In the event of a
245 dispute regarding charges owing by a Commercial Customer, the Commercial
246 Customer may, not later than 60 days after written notice or invoice of the disputed
247 charge is provided to such Commercial Customer by Contractor, request a hearing
248 before the City Council to resolve such dispute. The Commercial Customer and
249 Contractor shall have be provided not less than ten (10) days notice of any such
250 hearing, and shall be permitted to present to the City Council any evidence regarding
251 the propriety of the disputed charge(s). The City Council shall have authority to
252 determine the amount, if any, of the disputed charge(s) owing by a preponderance of
253 the evidence presented.

254
255 6.5 Auditing of Customers – On an as needed basis but at least annually, at a time
256 mutually agreeable to the City and the Contractor, the Contractor will provide the City
257 with billing audits which will compare units being billed versus units serviced to make
258 certain that customer billing is accurate. When the Contractor identifies units that
259 are being serviced and are not being billed, the Contractor will provide the addresses
260 of the units to the City as well as the type of service being provided and the date such

261 service began or ended. The City will have sixty (60) working days to verify the list and
262 provide a response to the Contractor. The City may ask for an extension as necessary
263 to complete the audit process. Units not being billed in error will be added to the
264 billing. Units that should not be billed will be returned to the Contractor with the
265 reason for not being added to the billing. Units not added will be removed from
266 service.

267
268 6.6 Complaints – All complaints shall be made directly to the Contractor and shall be given
269 prompt and courteous attention. In the case of alleged missed scheduled collections,
270 the Contractor shall investigate and if such allegations are verified, the Contractor
271 shall arrange for the collection of the Refuse not collected within two (2) business
272 days after the complaint is received.

273
274 6.7 City Services – The following services will be provided to the City by the Contractor at
275 no charge to the City as a part of this Contract:

FACILITY	ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER(S)
City Hall	3205 Jones Road	1	8 yard
Public Works	3205 Jones Road	1	6 yard

276
277 Requests for new or additional services must be made in writing and will be
278 provided to the City at the City’s expense.
279

280 7. TERMS OF CONTRACT

281
282 7.1 Effective Date – This Contract and performance of such Contract shall begin on July
283 1, 2016. All annual rate adjustments will follow “Attachment A”.

284
285 7.2 Start Date - Services may begin as late as sixty (60) days after the date this Contract is
286 signed by both parties, but not before the effective date, based on availability of
287 containers and delivery.

288
289 7.3 Term of Contract – The Contract shall be for a five (5) year period beginning upon the
290 Effective Date of the Contract and ending five (5) year(s) thereafter. The initial term
291 of the Contract shall automatically be extended for successive additional five (5) year
292 terms unless either party notifies the other party in writing, not less than one hundred
293 twenty (120) days prior to the expiration of the initial term or of any successive

294 renewal term, of its intentions to terminate this Contract. Any such written notice
295 shall be served by certified or registered mail, return receipt requested.
296

297 7.4 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than
298 the license and permit granted by the Contract) and promptly pay all taxes required
299 by the City.
300

301 7.5 Compliance with Laws – The Contractor shall conduct operations under this contract
302 in compliance with all applicable State and Federal regulations, including municipal
303 ordinances.
304

305 7.6 Indemnity – The Contractor will indemnify and save harmless the City, its officers,
306 agents, servants and employees for and against any and all suits, actions, legal
307 proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, arising
308 out of the Contractor’s willful or negligent act or omission under this Contract,
309 including Contractor’s officers, agents, servants, and employees; provided, however,
310 that this indemnity shall not apply to any claims, demands, damages, costs, expenses
311 and attorney’s fees arising out of the award of this Contract based upon any willful or
312 negligent act or omission of the City, its officers, agents, servants and employees.
313

314 7.7 Non-Discrimination – The Contractor shall not discriminate against any person
315 because of race, sex, age, creed, color, religion or national origin.
316

317 7.8 Transferability of Contract – No Assignment of the Contract or any right occurring
318 under this Contract shall be made in whole or in part by the Contractor without the
319 express written consent of the City. Such consent shall not be unreasonably withheld.
320

321 7.9 Ownership – Title to acceptable Garbage, Refuse, Recycle, and Dead Animals shall
322 pass to the Contractor when placed in Contractor’s collection vehicle, removed by the
323 Contractor from a Container, or removed by Contractor from the Customer’s
324 premises, whichever last occurs.
325

326 7.10 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or
327 substances as currently or in the future defined as such by applicable Federal, State
328 or Local Laws or regulations; and shall not be interpreted to prevent the removal of
329 trash or rubbish by the generator of such trash or rubbish. The Contractor may
330 contract, but shall not be required, pursuant to this Contract, for hauling human
331 waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided

332 that the Contractor shall be responsible for and the owner of any such material the
333 Contractor agrees to collect or haul. The Contractor will be responsible for billing and
334 collecting for these services.

335
336 7.11 Performance Cancellation – In the event the City alleges the Contractor has failed to
337 meet the Performance Standards as outlined in the Contract, the City shall provide
338 written notice to the Contractor by certified letter outlining each deficiency and
339 setting up a hearing to discuss the issues in front of the City. At the hearing the City
340 will advise the Contractor of each deficiency and place the Contractor on notice that
341 it has a thirty (30) day cure period to correct these issues in the future. At the
342 expiration of the cure period, a second hearing shall be held. If the Contractor has
343 corrected the issues outlined during the thirty (30) day cure period, no action will be
344 taken against the Contractor. Any failure that has gone through hearings and the
345 thirty day cure period more than three times in one year will be subject to
346 Performance Cancellation without another hearing or cure period.

347
348 7.12 Contracting Parties – Any notice, demand, communication, or request required or
349 permitted hereunder shall be in writing, except where otherwise herein designated
350 by telephone, delivered in person or sent certified, return receipt requested, United
351 States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed
352 set forth below:

353 If to the City: City of Sunset Valley
354 3205 Jones Road
355 Sunset Valley, TX 78745

356
357 If to the Contractor: Texas Disposal Systems, Inc.
358 ATTN: Contract Administrator
359 P.O. Box 17126
360 Austin, TX 78760-7126
361 Email: contractadmin@texasdisposal.com

362
363 8. INSURANCE

364 The Contractor shall at all times during the Contract maintain in full force and effect General
365 Liability, Worker’s Compensation, Public Liability and Property Damage Insurance. All
366 insurance shall be maintained with insurers licensed and approved to do an insurance
367 business in the State of Texas. Before commencement of work hereunder, the Contractor
368 agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the
369 City to the effect that such insurance has been procured and is in force.

370 For the purpose of the Contract, the Contractor shall carry the following types of insurance in at
371 least the limits specified below:

372	<u>Coverage</u>	<u>Limits of Liability</u>
374	General Liability	\$1,000,000 per occurrence
376	Personal and ADV injury	\$1,000,000 per occurrence
378	General Aggregate	\$2,000,000 per occurrence
380	Automobile Liability	\$2,000,000 combined single limit
382	Excess Liability	\$5,000,000 per occurrence

384
385 9. BASIS AND METHOD OF PAYMENT

386
387 9.1 Rates – The fees provided in “Attachment A” by the Contractor will establish pricing
388 for the first five (5) year(s) of the Contract for non-commercial customers. The fees
389 charged by the City to its Customers will be at the discretion of the City.

390 The Refuse Collection and Disposal, Single Stream Recycling, and Compost Collection
391 charges provided by “Attachment A” shall include all disposal, fuel, and related
392 costs.

393 9.2 Modification to rates

394 a) Contractor rates to the City are listed in “Attachment A”.
395 In any renewal term, contract rates will continue to increase annually by the
396 same percentage as indicated in Attachment A, unless alternative rates are
397 agreed to by both parties.

398
399 b) In the first year of this Contract commercial rates will be established to be
400 equal to the existing rate(s) paid by a Commercial Customer for the first year
401 of this Contract. During the first year of this Contract, the Contractor will
402 negotiate with the City a standard commercial rate schedule for years two (2)
403 through five (5) of this Contract, which will include volume discounts based on
404 the number of Commercial Customers. If the City and Contractor cannot come
405 to an agreement on Commercial rates for years two (2) through five (5), then
406 the City will have the right to discontinue the services to Commercial
407 Customers from the scope of this Contract. In the event of such a
408 discontinuance, the contractor will begin to bill the City directly for residential
409 Compost collection, subject to the City’s right to then terminate residential
410 compost collection services.

411

412 c) The Contractor may petition the City, and being subject to City approval, at
413 any time for additional rate and price adjustments due to unusual changes in
414 its cost of operations, such as revised laws, ordinances, or regulations;
415 increases in the cost of doing business, such as but not limited to increases in
416 fuel, insurance, etc.

417
418 d) The rates will be adjusted by the City's proportionate share of any changes in
419 expenditures (whether capital or operational) required solely by Federal,
420 State, or Local law, regulation, rule, ordinance, order, permit or permit
421 condition that becomes effective after the Effective Date of this Contract, and
422 that was not imposed as a penalty or sanction because of action or inaction of
423 Contractor to comply with a legal requirement. The proportionate share shall
424 be determined by average gross volume of matter collected (not counting
425 excluded items Contractor independently contracts to collect and dispose as
426 permitted by this Agreement). The same shall exist for any fees, taxes
427 (excluding any federal or state income or business tax) or assessments
428 imposed by Federal, State or Local government. The Contractor shall furnish
429 the City with calculations showing the basis for any such adjustment at least
430 sixty (60) days before implementation.

431
432 9.3 Contractor Billing to City – The Contractor shall bill the City for services rendered to
433 each non-commercial account unit within ten (10) working days following the end of
434 the month.

435
436 9.4 Contractor to Act as Collector for Commercial Accounts – The Contractor shall submit
437 monthly statements to each Commercial unit for services provided by the Contractor
438 pursuant to Section 5 including those such accounts that are delinquent. Billing will
439 be in Advance. Contractor reserves the right to suspend service on a Commercial
440 Customer after 30 days non-payment.

441
442 9.5 Payment by City to Contractor – The City shall pay the Contractor for non-commercial
443 account services on or before the 30th day following the date of each bill. Such billing
444 and payment shall be based on the rates and schedules set forth in the Contract
445 Documents.

446
447 The Contractor shall be entitled to payment for non-commercial account services
448 rendered to each unit irrespective of whether or not the City collects from the
449 Customer for such services. However, if services are required by law to be provided
450 and for which services the Contractor or the City cannot charge or collect, as in

451 Bankruptcy proceedings, then the Contractor shall not be entitled to payment for such
452 services rendered.

453 9.6 Late Payments – Payments after the 30th day will accrue interest as provided in
454 Chapter 2251 of the Texas Government Code as amended.

455

456 10. NOTIFICATIONS

457 The City will provide the Contractor with direct contact information for each Customer,
458 including; mailing address, email address, and phone number for the purpose of providing
459 notifications. Contact information provided by the City will not be disclosed to any unrelated
460 party for any purpose except as required by law and those directly related to the fulfillment
461 of this Contract. The Contractor shall provide notice to each Residential Unit affected by route
462 changes or holiday schedule changes. However, if the City opts not to provide Contractor with
463 contact information as specified, Contractor will provide notice to the City and the City will
464 notify each Residential Unit.

465 1) Route Changes – The Contractor shall give notice to the affected Customers at the
466 Contractor’s expense.

467

468 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the
469 affected Customers when holidays will affect a scheduled collection day, if different
470 than as outlined in Section 5.

471

472 11. MARKETING

473 The Contractor will provide the following materials to the City at its own expense upon the
474 signing of the Contract.

475 1) A flyer to be attached to the container upon delivery for use by the Residential
476 Customers. Each flyer will include but will not be limited to the day of service, times
477 for placement, service provided and the recycle program if applicable.

478 2) Any and all press releases to be mutually agreed upon by the Contractor and the City.

479

480 3) Any additional items requested by the City will be given to the City at the City’s
481 expense.

482

483 12. RIGHTS OF THE CONTRACTOR

484 The City, during the term of this Contract, shall not enter into any contract with a third party
485 to obtain the services performed by the Contractor under this Contract and shall not, subject

486 to any applicable law to the contrary, suffer or permit any other party to provide similar
487 service within the territorial jurisdiction of the City. This Contract shall be exclusive and
488 mandatory with the Contractor.

489 13. RIGHTS OF THE CITY

490 The City shall be entitled to establish the amounts to be billed by the City for the services to
491 be provided pursuant to this Contract, to include, but not limited to, the Contract fees and
492 charges payable to the Contractor.

493 This Contract shall not be construed or be interpreted as waiving any regulatory or police
494 powers, except to the extent, if any, specifically provided herein.

495 14. AMENDMENTS

496 All provisions of the Contract Documents shall be strictly complied with and conformed to by
497 the Contractor, and no amendment to this Contract shall be made except upon the written
498 consent of the parties, which consents shall not be unreasonably withheld. No amendments
499 shall be construed to release either party from any obligation of the Contract Documents
500 except as specifically provided for in such amendment.

501 15. FORCE MAJEURE

502 The Contractor shall not be liable for the failure to perform its duties if such failure is caused
503 by a catastrophe, riot, war, government order or regulation, strike, fire, accident, and Act of
504 God, or similar or different contingency beyond the reasonable control of the Contractor.

505 16. SEVERABILITY

506 In the event that any provision or portion thereof of the Contract Documents shall be found
507 to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in
508 accordance with the applicable laws. The invalidity or unenforceability of any provision or
509 portion of the Contract Documents shall not affect the validity or enforceability of any other
510 provision portion thereof within the Contract Documents provided that, if the Contractor
511 seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the
512 sole discretion of the City be terminated and become null and void. In the event the City
513 should decide to terminate this Contract, for such reason or reasons, that decision by the City
514 shall not be construed as a waiver by the City to pursue any of its rights at law or in equity to
515 which it may be entitled or as an estoppel to City's pursuing such rights. Venue for any
516 litigation based on this Contract shall be in a court of competent jurisdiction in Travis County,
517 Texas.

518 IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto
519 has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

520 Dated this _____ day of _____ in the City of _____,
521 Texas.

522

523

524 ATTESTED HEREUNTO:

525 City of Sunset Valley

526 Travis County, Texas

527

528 By: _____

529 Rose Cardona

530 Mayor

531

532

533 Dated: _____

534

535 ATTESTED HEREUNTO:

536 Texas Disposal Systems, Inc.

537

538

539 By: _____

540 Jay Howard

541 Municipal Account Manager

542

543

544 Dated: _____

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ATTACHMENT A
RATE SHEET

City of Sunset Valley

Curbside Residential Refuse Collection

Contractor will provide each residence with one (1) 35, 65, or 96-gallon roll out cart for collection service for Refuse one (1) time per week. Refuse collection is limited to the contents of the cart.

Curbside Single Stream Recycling

Contractor will provide each residence with one (1) 35, 65, or 96-gallon roll out cart for collection service for recycled materials one (1) time every-other-week. Recycled material is limited to the contents of the cart plus two (2) additional 30 gallon containers or bundles of cardboard.

Curbside Compost Collection

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for compostable materials one (1) time every-other-week. Compost collection is limited to the contents of the cart plus up to three (3) cubic yards of brush or yard waste in green waste bags. Brush must be cut into four (4) foot lengths and placed with cut ends facing the curb.

- Yard waste
- Grass clippings
- Leaves
- Soiled paper goods (ex. paper cups, paper plates, napkins, paper towels, pizza boxes, etc.)
- Brush
- Tree limbs

Description	07/01/2016	07/01/2017	07/01/2018	07/01/2019	07/01/2020
Refuse, Recycle, and Compost	\$18.43	\$19.16	\$19.93	\$20.73	\$21.56

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ATTACHMENT B
DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.

2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.

3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.

4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or forty (40) pounds in weight.

6. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.

7. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

8. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which

617 Garbage, Trash, Refuse or Recycling may be generated, having a physical address
618 within the corporate limits of the City. All Customers and accounts that are not a
619 Residential Unit.

620
621 9. Commodity – Materials that can be sold in a spot or future market for processing and
622 use or reuse.

623
624 10. Complaint – A communication from a Customer to Contractor or Entity concerning
625 service, which upon investigation by the Contractor or the City, is determined to be
626 correct and shall prompt some action by the Contractor or the City.

627
628 11. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4)
629 feet.

630
631 12. Construction Debris Waste – Waste building materials resulting from construction,
632 remodeling, repair or demolition operations.

633
634 13. Construction Site – Any location, lot, site or area in the Entity upon which building,
635 remodeling or construction is being performed.

636
637 14. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and
638 emptied mechanically for use only at Commercial and Industrial Unit(s). No less than
639 two (2) cubic yards nor larger than eight (8) cubic yards.

640
641 15. Contract- The agreement for Solid Waste Collection and Disposal Services.

642
643 16. Contract Area – The area within the bounds of the Entity at the date of this Contract
644 and any other areas that may be incorporated by the Entity during the term of this
645 contact.

646
647 17. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of
648 the Contract and each anniversary thereafter and ending the penultimate day prior to
649 the next such anniversary date.

650
651 18. Contractor – Texas Disposal Systems, Inc.

652

- 653 19. Customer – An occupant of a Residential Unit or Commercial Unit who generates
654 Refuse or a Commercial or Industrial occupant who is disposing of construction debris
655 or solid waste through our Roll Off services.
656
- 657 20. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds,
658 that have expired from any cause, except those slaughtered or killed for human use
659 and properly placed in an acceptable container, must be disposed of separate from
660 this Contract.
661
- 662 21. Disposal Site – A Refuse depository licensed and permitted by the State of Texas
663 selected for use by the Contractor, including, but not limited to Texas Type I sanitary
664 landfills, transfer stations, incinerators, and waste processing/separation centers
665 licensed, permitted or approved to receive for processing of final disposal of Refuse,
666 garbage, bulky waste, brush construction debris, dead animals and Commercial and
667 Institutional waste by all governmental bodies and agencies having jurisdiction and
668 requiring such licenses, permits and approvals.
669
- 670 22. Effective Date – The date the Contract comes into effect pursuant to Section 7.1.
671
- 672 23. Entity – The City named herein.
673
- 674 24. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except
675 those slaughtered for human consumption; every accumulation of waste (animal,
676 vegetable, and/or other matter) that results from the preparation, processing,
677 consumption, dealing, handling, packing, canning, storage, transportation, decay or
678 decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or
679 other matter (including, but not by way of limitation), that are used in tin cans and
680 other food containers; and all putrescible or easily decomposable waste animal or
681 vegetable matter which is likely to attract flies or rodents); except (in all cases) any
682 matter included in the definition of Bulky Waste, Construction Debris, Dead Animals,
683 Hazardous Waste, Rubbish or Stable Matter.
684
- 685 25. Hazardous Waste – Any chemical, compound, mixture, substance or article which is
686 designated by the Environmental Protection Agency (EPA) under the Resource
687 Conservation Recovery Act, 42 U.S.C. Section 1002, et. Seq., or regulated as toxic
688 under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. Seq., regulations
689 promulgated there under or appropriate agency of the State, to be hazardous or toxic
690 as defined by, or pursuant to Federal or State Law. This term does not include small

691 quantity generator of household hazardous waste, as defined by Federal or State Law.
692 For purposes of this Contract, the term Hazardous Waste shall also include motor oil,
693 gasoline, paint and paint cans.

694
695 26. Industrial Refuse – All non-hazardous waste materials that are a by-product or
696 generated from a manufacturing process.

697
698 27. Industrial Unit – All manufacturing Customers whose solid wastes are (i) compacted
699 by industrial sized compactors and stored in containers for hauling to the disposal site,
700 or (ii) processed by dust collection units containers for hauling to the disposal site or
701 (iii) collected for disposal with a frequency of more than one (1) time per week, having
702 a physical address in the Entity and not a Residential or Commercial Unit.

703
704 28. Landfill – A sanitary landfill of the Contractor’s selection permitted by the State of
705 Texas, that is operated and maintained in compliance with the applicable law.

706
707 29. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other
708 acceptable laws) and non-special (See Special Waste definition) solid waste material
709 including unwanted or discarded waste material in a solid or semi-solid waste,
710 including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush,
711 Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees),
712 discarded Appliances, Home Furniture, and furnishings, provided that such material
713 must be of type and consistency to be lawfully accepted at the Sanitary Landfill under
714 the applicable federal, state and local laws, regulations and permits governing each.

715
716 30. Multi-Family Dwelling – Any single structure occupied by more than two families.

717
718 31. Premises – All public and private establishments including individual residences, all
719 multi-family dwellings, Residential care facilities, hospitals, schools, businesses, other
720 buildings or vacant lots.

721
722 32. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which
723 solid waste or materials which would otherwise become solid waste are separated,
724 collected and processed for reuse or returned to use or to market in the form of raw
725 materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except
726 Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk
727 mail, magazines, and office paper.

728

- 729 33. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris
730 and stable matter generated by Residential, Commercial or Industrial units, unless the
731 context otherwise requires.
732
- 733 34. Residential Refuse – All garbage and rubbish generated by a producer at a Residential
734 Unit.
735
- 736 35. Residential Unit – A dwelling within the Contract Area occupied by a person or a group
737 of persons comprised of not more than two (2) families. A Residential Unit shall be
738 deemed occupied when either water or domestic light and power services are being
739 supplied thereto.
740
- 741 36. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards
742 which is used for collecting, storing, transporting building materials, business trash,
743 Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all
744 service areas. The unit may be of the open or closed variety. The distinguishing feature
745 of the detachable container is that it is picked up by a specially equipped truck and
746 becomes an integral part of transporting the waste material to the final disposal site.
747
- 748 37. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both
749 combustible and noncombustible waste materials; combustible rubbish includes all
750 waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds,
751 leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter,
752 paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses,
753 used and discarded clothing, used and discarded shoes and boots, combustible pulp,
754 ashes, cinders, floor sweepings, and other products, such as are used for packaging,
755 or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum
756 cans, metal furniture, mineral or metallic substance.
757
- 758 38. Special Waste – Any waste material including but not limited to, waste discarded from
759 a non-residential source from an industrial process (including process sludge); waste
760 from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter
761 cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid
762 wastes are those wastes which fail the paint filter test prescribed by the United States
763 Environmental Protection Agency method 9095); residue and debris from the cleanup
764 of a spill of any size of a chemical substance or commercial product or a waste listed
765 previously or afterward; contaminated residuals from the cleanup of a facility
766 generating, storing, treating, recycling, or disposing chemical substances, commercial

767 products, or waste listed herein; any waste which is non-hazardous as a result of
768 treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed
769 from service, in which the chemical composition and concentration are unknown.

770

771 39. Stable Matter – All manure and other waste matter normally accumulated in or about
772 a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of
773 animals, livestock or poultry.

774

775 40. Utility – A public service provided by a public or private company such as natural gas,
776 electricity, telephone, cable television, storm and sanitary sewers and other, that are
777 normally located in or above a public or private street or right-of-way. Utility does not
778 include the public or private street. For the purpose of the Contract, a utility as defined
779 above shall be located in or above the right-of-way in a manner that is consistent with
780 governmental regulations and safe utility practices.

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782 41. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

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