

## ORDINANCE NUMBER 019-011

AN ORDINANCE OF THE CITY OF SOMERVILLE, TEXAS, SETTING THE CONTRACTUAL RATES PAID TO TEXAS COMMERCIAL WASTE FOR RESIDENTIAL AND COMMERCIAL GARBAGE COLLECTION, AMENDING SOLID WASTE ORDINANCE 011-002, AMENDING THE RATE OF RESIDENTIAL AND COMMERCIAL GARBAGE SERVICE CHARGED TO THE CITIZENS OF SOMEREVILLE, TEXAS TO INCLUDE APPLICABLE ADMINISTARTION COST AND SOLID WASTE DISPOSAL SERVICE RATES; AND PROVIDING AS EFFECTIVE DATE.

WHEREAS, it is the overall goal of the City of Somerville to promote efficient and effective public services related to residential and commercial solid waste and recycling collection; and

WHEREAS, the City of Somerville has the responsibility to provide for the health and welfare of its citizens; and

WHEREAS, The City Council of the City of Somerville has determined that it is in the public interest for to provide for the satisfactory and efficient collection of garbage, grass, weeds, brush and other refuse in order to maintain safe and sanitary conditions within this City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERVILLE, TEXAS THAT:

SECTION 1. That effective October 1, 2019 the solid waste collection rates paid by the residential and commercial customers of Somerville shall be as shown on Exhibit A.

SECTION 2. That all ordinances, resolutions, and orders heretofore passed, adopted, and made, or any part of the same, affecting rates and charges for residential and commercial solid waste services rates of the City of Somerville, which are in conflict with this Ordinance, shall be, and the same are hereby, in all things repealed to the extent that the same conflict with this Ordinance, or with laws of the State of Texas.

SECTION 3. This Ordinance shall take effect upon the date of final passage noted below in accordance with the laws of the State of Texas.

SECTION 4. This Ordinance shall grant exclusive right to provide refuse collection, removal and disposal services for the residential, commercial, and industrial units within the corporate limits of the city, as specified and describe in the agreement.

### 1.00 GRANT

Contractor shall be granted the exclusive right to provide refuse collection, removal and disposal services for the Residential, Commercial and Industrial Units within the corporate limits of the City, as specified and described in the Contract. Further, Contractor is hereby granted a franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal services, as specified and to perform all of the work called for and described in the Contract.

## 2.00 DEFINITIONS

- 2.01 Bin (Commercial/Industrial) - Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 2.02 Bulky Waste - Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- 2.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, three inches in diameter, or 40 lbs. in weight.
- 2.04 City - City of Somerville, Texas.
- 2.05 Refuse - This term shall refer to Residential Refuse and Bulky Waste, generated at a Residential Unit unless the context otherwise requires.
- 2.06 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 2.07 Commercial and Industrial Refuse - All Bulky Waste, Construction Debris, Garbage, and Rubbish generated by a Customer at a Commercial and Industrial Unit.
- 2.08 Commercial and Industrial - All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 2.09 Commercial Hand Collect - A retail or light commercial type of business which generates no more than 4 rollout carts per week.
- 2.10 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 2.11 Contract Documents - General Specifications and any addenda or changes to the foregoing document agreed to by the City and Contractor.
- 2.12 Contractor - The person, corporation, or partnership performing services under this Contract.
- 2.13 Customer - An occupant of a Residential, Commercial or Industrial Unit who generates Refuse.
- 2.14 Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.15 Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

- 2.16 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 2.17 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 2.18 Landfill - A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 2.19 Rollout cart - A rubber-wheeled receptacle with a maximum capacity of 95 gallons constructed of plastic, metal or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a rollout carts and its contents shall not exceed 150 lbs. Rollout carts will be provided to each Residential Unit and Commercial Hand Collect Unit, with ownership retained by Contractor.
- 2.20 Refuse - Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 2.21 Residential Refuse - All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 2.22 Residential Unit - A dwelling within the corporate 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 either water or domestic light and power services are being supplied thereto. A condominium dwelling whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 2.23 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

- 2.24 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

### 3.00 SCOPE OF WORK

#### 3.01 Performance Standards

The work under this Contract shall consist of the items contained in the Performance Standards, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract. A copy of Performance Standards is attached hereto and made a part hereof for all purposes.

#### 3.02 Acts of God

The work under this Contract does not include collection and disposal of any increased volume resulting from a flood, tornado, inclement weather, or similar or different Act of God over which Contractor has no control. In the event of such a flood, tornado, inclement weather or similar or different Act of God, Contractor and the City will negotiate the payment to be made to Contractor. In addition, the City agrees that such increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, then the City shall grant Contractor variances in routes and schedules as deemed necessary by the Mayor.

### 4.00 COLLECTION OPERATION

#### 4.01 Service Provided

- (a) Contractor shall provide one Rollout cart to each Residential, Commercial and Industrial Unit. Contractor shall provide Bins to replace Rollout cart(s) for Commercial and Industrial Units whenever customers request their use.
- (b) Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Rollout carts and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day.
- (c) Contractor shall provide curbside collection service for the collection of Refuse from Commercial Hand Collect Units as defined in Section 2.08 one (1) time per week. Rollout carts shall be placed at curbside by 7:00 a.m. on the designated collection day.
- (d) Contractor shall provide Bin Collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units.
- (e) Contractor shall provide for the special collection from Residential Units of Brush and Bulky Waste upon such terms and conditions as Contractor shall specify. Initially, the Contractor will collect on the same day as regularly scheduled garbage service.

- (f) Contractor shall provide transportation of collected refuse to the landfill site for disposal, which responsibility is solely that of the landfill operator.

#### 4.02 Location of Rollout carts, Bins and Bundles for Collection

- (a) Each Rollout cart and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Rollout carts and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Rollout carts, and Bundles shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any Rollout cart or Bundle not so placed or any Residential Refuse not in a Rollout cart.
- (b) Each Bin shall be placed in an accessible, outside location on an approved location. Contractor may decline to collect Refuse in bins not so placed unless otherwise agreed to.
- (c) Location of Commercial Containers - Each Commercial Container shall be located to provide accessibility by a collection truck. Contractor may decline to collect any Commercial Container not accessible by a collection truck. Contractor shall provide Bins for Commercial and Industrial Units when customers request their use.

### 5.00 COLLECTION OPERATION

#### 5.01 Hours of Operation

- (a) Collection from Residential Units shall not start before 7:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

- (b) Collection of Commercial and Industrial Refuse shall take place according to schedule per customer and Contractor.

#### 5.02 Routes of Collection

- (a) Residential Unit and Commercial collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to City for approval changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.
- (b) Commercial and Industrial Unit collection routes shall be established by the Contractor at its sole discretion.

5.03 Holidays - The following shall be holidays for purposes of this Contract: New Year's

Day  
Memorial Day Independence  
Day Labor Day Thanksgiving  
Day Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide Refuse collection service at least once per week.

5.04 Complaints - All complaints shall be made directly to the City of Somerville. The Contractor when contacted by the City of missed collections shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected before the end of that scheduled work day or the next scheduled work day.

5.05 Collection Equipment - Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor.

5.06 Office - Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8.00 a.m. to 5:00 p.m. on regular collection days.

5.07 Hauling - All Refuse and Commodities hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are reasonably prevented.

5.08 Disposal - All Refuse collected for disposal by Contractor shall be hauled to a Disposal Site as agreed by the Contractor and the City. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential/Commercial Unit serviced by the Contractor.

5.09 Notification - City shall notify all Customers at Residential and Commercial Units about complaint procedures, rates, and regulations for scheduled collection.

5.10 Point of Contact - All dealing, contacts, etc., between Contractor and City shall be directed by Contractor to the Mayor or his/her designated Representative, and by City to Contractor's General Manager or his/her designated Representative.

## 6.00 COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the City on the subject until such conflicts can be resolved.

## 7.00 EFFECTIVE DATE

This Contract shall become effective upon the execution hereof by all parties and upon such execution, shall be effective October 1, 2019.

**8.00 TERM**

The term of this Contract shall be for three (3) years from October 1, 2019, and ending on September 30, 2022; provided, however, that this Contract shall be renewed beginning October 1, 2022, for no more than two (2) successive three (3) year periods. ~~for the consideration provided in Section 13 of the Contract~~ Unless the City gives written notice of termination by August 1 immediately preceding the renewal date(s).

**9.00 NONDISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**10.00 INDEMNITY**

Contractor will indemnify and save harmless the City, its -officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or arising out of a claim that the City was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the city.

**11.00 LICENSES AND TAXES**

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

**12.00 INSURANCE**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, General Liability, Automobile Liability and Excess Umbrella Liability, including contractual liability coverage for the provisions of Section 10.00. All insurance shall be by insurers and for policy limits acceptable to the City, and before commencement of work hereunder, Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The policy or policies shall name the City as additional insured, to the extent of the Contractor's indemnification herein. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change \*in a policy

affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder. "

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

Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automotive	\$500,000 each occurrence \$1,000,000 aggregate
Automotive Bodily Injury Liability	\$500,000 each occurrence \$1,000,000 aggregate
Automotive Property Damage	\$500,000 each occurrence
Excessive Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. The coverage may be provided by Contractor's parent corporation. Contractor agrees to furnish the City with certificates satisfactory to the City evidencing such plan of self-insurance. Any such self-insurance plan will be subject to the approval of the City, and such approval shall not be unreasonably withheld.

### **13.00 BASIS AND METHOD OF PAYMENT**

#### **13.01 Collection and Disposal Rates**

- (a) The rate for collection services required to be performed pursuant to Section 4.01 (a)-(d) shall be the rates set forth in the Rate Schedule, attached hereto and made a part hereof, subject to adjustment in accordance with Section 13.02.

#### **13.02 Modification to Rates**

- (a) The fees which may be charged by Contractor will be increased or decreased, as the case may be, to fully cover increases in costs resulting from (i) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof); (ii) orders, judgments or directives of any court or governmental body of instrumentality thereof; (iii) increased costs due to changes in location of disposal facilities and/or increases in disposal costs pursuant to Section 13.02(b); (iv) fuel charges pursuant to Section 13.02(c) or (v) charges in cost of operations pursuant to Section 13.02(d).
- (b) In the event of an increase in the landfill charges or disposal charges to Contractor,



Contractor will notify the City in writing of such changes providing appropriate documentation of such increase and within thirty (30) days of such written notice, Contractor may modify thirty percent (30%) of the rates in Exhibit A to include the increase of the landfill charges or disposal charges.

- (c) Beginning six (6) months from the effective date of this Contract and semi-annual thereafter, Contractor may send to City a comparative statement of the United States Department of Energy Diesel Fuel Index Gulf Coast No. 2 Diesel Retail Sales by all sellers of (i) the first full month prior to commencement of the Contract or the first full month prior to any rate modification for fuel pursuant to this Section; (ii) the index value in the month preceding the rate modification request; and (iii) the percentage change based on the formula in this section. Any percentage change will be applied to twenty percent (20%) of the Rates attached hereto as Exhibit A.
- (d) Except as otherwise provided, the rate of compensation to the Contractor during the term of this Contract, may be adjusted on the anniversary date of this Contract (October 1, 2019). The rate of compensation for each annual period shall be the rate of compensation for the previous year adjusted for the annual period by 100% of the 12 month increase of the published Consumer Price Index-All Urban Consumers, Series ID: CUSROOOOSEHG02 Garbage and Trash Collection, published by the United States Department of Labor, Bureau of Labor Statistics (the CPI), excluding any modifications for increase in Diesel Fuel as provided in Section 13.02(c) and landfill charges modification under Section 13.02(b). In any event, any annual adjustment of the rate of compensation under this paragraph will be as to fifty percent (50%) of the rate to account for these exclusions for Diesel Fuel and landfill charges. Any proposed rate adjustment may be submitted to City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for proper review by the City, which petition shall not be unreasonably denied.

**13.03 Contractor Billings to City** - Contractor shall bill City for service rendered to Residential and Commercial Units within ten (10) days following the end of the month and City shall pay Contractor on or before the 20th day following the end of each month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Contractor shall be entitled to payment for all services rendered to Residential and Commercial Units irrespective of whether or not the City collects from the Customer for such service.

**13.04 City to Act as Collector**- City shall submit statements to and collect from all Residential and Commercial Hand Collect, and Commercial Units for services provided by Contractor pursuant to Section 4.01 (a), (b), and (c), including those such accounts that are delinquent.

**13.05 Delinquent and Closed Accounts**

- (a) Contractor shall discontinue Refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by City. Upon further notification by City, Contractor shall resume collection on the next regularly scheduled collection day. City shall indemnify and hold Contractor-harmless from any claims, suits, damages, liabilities or expenses (including but not limited to, expenses of investigation and attorney's fees) resulting from Contractor's

discontinuing service at any location at the direction of City.

**14.00 FRANCHISE FEE**

Contractor shall pay to the City Five percent (5%) of all amounts received by the Contractor for all Residential, Commercial Hand Collect, Bin Type Commercial and Industrial Refuse collection and disposal services provided pursuant to this Contract. Such payment shall be made to City quarterly beginning January 2020 for amounts received by Contractor for the performance of services during the immediately preceding three (3) months.

**15.00 TRANSFERABILITY OF CONTRACT**

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.

**16.00 EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive franchise, license and privilege to provide refuse collection and removal and ~~recycling collection~~ within the corporate limits of City.

**17.00 OWNERS**

Title to Refuse shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Rollout carts, or removed by Contractor from the Residential and Commercial Unit, whichever last occurs.

**18.00 BOOKS AND RECORDS**

City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. provided, however, ~~City may not inspect or audit any books and records pertaining to the cost of Contractor's operations, except to the extent pertaining to increases in the fees which may be charged by Contractor under Section 13.02.~~

**19.00 TERMINATION FOR CAUSE**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has

substantially breached the terms and provisions of this Contract. Contractor shall be allowed it thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may, terminate this Contract.

#### **20.00 NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

If to the City, at:

City of Somerville  
P.O. Box 159  
Somerville, Texas 77879

If to the Contractor, at:

Texas Commercial Waste  
P.O Box 645  
Bryan, Texas 77806

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

#### **21.00 APPROVAL**

This Contract shall not be considered fully executed nor binding on City or Contractor until the same shall have been executed by Contractor, the City and the City Secretary.

#### **22.00 AMENDMENT**

All provisions of this Contract shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon the written consent of both parties. No amendment shall be construed to release either party from any obligation under this Contract except as specifically provided for in such amendment.

### 23.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, Act of God or other similar or different contingency beyond the reasonable control of Contractor.

### 24.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Contract shall not affect the validity or enforceability of any other provision or portion of this Contract.

### 25.00 ENTIRE CONTRACT

This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

EXHIBIT "A"

RESIDENTIAL SERVICE

SOLID WASTE PER UNIT/PER MONTH

One Poly Cart	\$12.99
Two Poly Carts	\$14.37
Three Poly Carts	\$16.12
Four Poly Carts	\$18.00

BRUSH/BULKY COLLECTION

No Charge

COMMERCIAL/INDUSTRIAL – MULTI-FAMILY SERVICE

60-Gal Poly Cart	\$13.68
95-Gal Poly Cart (1)	\$20.52
95-Gal Poly Cart (2)	\$35.57
95-Gal Poly Cart (3)	\$67.03
95-Gal Poly Cart (4)	\$82.09
4YD FEL One Collection Per Week	\$79.70
4YD FEL Two Collections Per Week	\$146.11
8YD FEL One Collection Per Week	\$146.11
8YD FEL Two Collections Per Week	\$239.09
8YD FEL Three Collections Per Week	\$332.06

RECYCLE MATERIAL COLLECTION AND PROCESSING

Dump and return of City's Recycle Program Roll of Container

On as Needed Basis

\$120.75 per haul  
Plus Fuel Surcharge

Koppers – Special Pricing

(5) 4YD FEL Containers Once Per Week

\$66.10 each

Dump and Return of City's Roll Off Sludge Container

On as Needed Basis

No Charge

EXHIBIT "A"

RESIDENTIAL SERVICE

SOLID WASTE COLLECTION PER UNIT/PER MONTH

One Poly Cart	\$12.99
Two Poly Carts	\$14.37
Three Poly Carts	\$16.12
Four Poly Carts	\$18.00

BRUSH/BULKY COLLECTION

No Charge

COMMERCIAL/INDUSTRIAL - MULTI-FAMILY SERVICE

SOLID WASTE COLLECTION PER UNIT/PER MONTH

60-Gal Poly Cart	\$13.68
95-Gal Poly Cart (1)	\$20.52
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95-Gal Poly Cart (3)	\$67.03
95-Gal Poly Cart (4)	\$82.09

4YD FEL One Collection Per Week	\$79.70
4YD FEL Two Collections Per Week	\$146.11
BYD FEL One Collection Per Week	\$146.11
BYD FEL Two Collections Per Week	\$239.09
BYD FEL Three Collections Per Week	\$332.06

RECYCLABLE MATERIAL COLLECTION AND PROCESSING

Dump and Return of City's Recycle Program Roll Off Container

On as Needed Basis	\$120.75 per haul Plus Fuel Surcharge
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Koppers - Special Pricing

(5) 4YD FEL Containers Once Per Week	\$66.41 each
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Dump and Return of City's Roll Off Sludge Container

On as Needed Basis	No Charge
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City of Somerville

By: [Signature]

Print: Michael Bradford

Date: 8-13-19

Title: Mayor

Texas Commercial Waste

By: [Signature]

Print: Ronald Schmidt

Date: 8-9-19

Title: General Manager