

SOLID WASTE SERVICES CONTRACT

This Solid Waste, Construction and Demolition Debris, and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract (“Contract”), is entered as of the Effective Date by and between the City of Greenville, Texas, a Texas home rule municipality (hereinafter called “City”), and Doliver Enterprises LLC, dba Blackjack Disposal, a Texas limited liability company qualified to do and actually doing business in the State of Texas (hereinafter called “Contractor”), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as “Parties” and individually as “Party”.)

RECITALS

WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS, Contractor is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the City and its solid waste services; and

WHEREAS, the City has determined Contractor to be qualified to carry out the terms of this Contract upon the terms and conditions and for the consideration hereinafter provided; and

WHEREAS, through a competitive process in accordance with state law, the City Council has determined that Contractor provides the best value for solid waste services for City residents; and

WHEREAS, The City therefore desires to grant to Contractor the right to operate as the sole provider for City-provided services of collection, transportation, and disposal of residential, commercial and industrial (both permanent and temporary) garbage and trash, Construction and Demolition Debris, and recycling, subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, and residential recycling, subject to the terms of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

INCORPORATION OF RECITALS: The above recitals are accepted as part of this contract for all purposes.

The Request for proposal document and contractor’s response to RFP #22-23-23 shall be construed as additional contract documents.

DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition.

“Agreement”: The contractual agreement made and entered into by the City and a Contractor for the collection, transportation, and/or disposal of solid waste, and/or the collection, transportation, and/or processing of recyclable materials.

“Bags”: Plastic bags designed to store refuse with sufficient wall strength to maintain physical integrity

when lifted by the top. Total weight of the bag and its contents shall not exceed 35 pounds.

“Bin”: Metal receptacle designed to be lifted and emptied mechanically for use only at commercial, institutional, and industrial sites.

“Brush” Any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4”) in diameter. All Brush may be stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles or containers shall exceed fifty (50) pounds in total weight.

The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

“Bulky Waste Stoves, refrigerators (with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing machines, furniture, construction debris generated from the Residential Unit only and weights more than 50 (fifty) pounds, and other waste materials other than dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for Bins or Polycarts, as the case may be.

“Bundle(s)”: Tree, shrub, and brush trimmings securely tied together forming an easily handled package not exceeding four feet (4') in length and/or fifty (50) pounds in weight.

“City”: Greenville, Texas

“Collect, Collected, and Collection”: The picking up and transporting, storage, delivery to the appropriate disposal site for proper disposal of solid waste from customers and delivery to a recycling processing center for recyclables from customers.

“Commercial Containers”: Containers commonly used by commercial garbage collectors for the storage and transportation of solid waste. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a first class, sanitary, safe, clean, and efficient working condition. Such containers shall be clearly marked with the Contractor's name, telephone, and an identifying number, and/or letters not less than two (2) inches in height. Such containers shall be maintained in the City approved single color or color scheme. The Contractor shall be the sole provider of all commercial containers, permanent or temporary within the City.

“Commercial and Industrial Refuse”: All bulky waste, construction debris, garbage, rubbish, and stable matter generated by a Customer at a commercial premise and/or industrial premise.

“Commercial and Industrial Premise”: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential premise.

“Commercial Hand Collect Unit”: A retailer that generates less than one (1) cubic yard of refuse per week.

“Compactable Waste”: Items that can be crushed under the weight of compaction equipment.

“Collection Area” means that portion of the City in which Contractor provides collection services as described in the RFP.

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

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

“Commercial Service Provider” means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

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

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by- products of construction

work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Contract Administrator” means the City Manager or his/her designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contract Documents”: The Request for Qualifications and Proposals, Instruction to Contractors, Contractor’s Proposal, General Specifications, Performance Bond, the executed Contract resulting from negotiations by and between Contractor and City, and any addenda or changes to the foregoing documents agreed to and executed by the City and Contractor.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in this RFP and/or the accepted proposal.

“Curbside” Curbside shall mean within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

“CPI” means the monthly indexes of the consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U, Garbage and Trash Collection) published by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue such indexes or data for the Dallas/Fort Worth area. If this index is discontinued, the parties hereto shall agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of the provision. If the specific “Dallas/Fort Worth” index is discontinued, but the “U.S. City Average” remains, the latter index shall be used. Otherwise, a substitute shall be agreed upon by the parties.

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

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

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disaster”: A sudden and grave occurrence causing destruction or damage to property for which a state of emergency is declared by the City under its Emergency Management Plans. Disaster shall include both natural and man-made disasters, including but not limited to windstorms, severe ice storms, lightning strikes, tornados, hurricanes, flooding, hail, earthquakes, fires, plane crashes, riots, and explosions.

“Disposal Facility” and/or **“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.

“Environmental Laws”: Any and all state, federal, and local statutes, rules, regulations, and ordinances relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42U.S.C § 9601, et seq., as amended by the Transportation Act, 49 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3001f-300j, the United States Environmental Protection Agency’s

rules concerning underground storage tanks, 53 Fed. Reg. 307082 (9/23/88), all as may be amended or supplemented in the future, and any similar federal, state, and local environmental statutes and ordinances and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

“Front End Loader” (FEL): Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

“Equipment”: All vehicles, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.

“Extra Accumulations”: Any amounts of waste that will not fit into the collection containers.

“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.

“Generator” means a person or municipality that produces or creates a municipal waste.

“Green Waste” means leaves, grass, brush and other vegetative matter.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended. For purposes of this Contract, the term Hazardous Waste shall also include tires, motor oil, gasoline, paint and paint cans.

“Household Municipal Solid Waste”: All wastes generated by residential accounts excluding landscape wastes and hazardous wastes.

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

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Landfill”: A lawfully permitted facility used by the Contractor where solid waste is disposed of between layers of earth.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which are comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW)” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include Single-Stream Recyclable Materials.

“Multi-Family Dwellings” means structures for residential living consisting of attached units.

“Non-Recyclables”: Any materials in the Single-Stream Materials or Recyclable Materials that are not Recyclable Materials.

“Performance Bond” means a corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit” means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance and permit renewal.

“Polycart / Toter / Cart”: Wheeled receptacle with a maximum capacity of approximately 96 gallons

constructed of plastic, metal and/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 Polycart and its contents shall not exceed 170 lbs. Polycarts will be provided to each Solid Waste and Recyclable Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

“Premises”: All public and private establishments, including individual residences, all multi- family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

“Processing” Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the Proposal as a guarantee that the Proposer will, if called upon to do so, accept and enter in the Contract.

“Recyclable Material(s)”: means a material that has been recovered or diverted from the non- hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party actually abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Container” means a plastic receptacle with a capacity of 96 gallons designed for the purpose of the Curbside Collection of Recyclable Materials.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Residential Units at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Garbage”: All garbage, refuse, and rubbish generated by a customer at a residential premise.

“Residential Unit” means a residential dwelling 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.

“Residence” means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

“Residential Waste” means all Refuse, Garbage, and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Residential Unit, Commercial Unit or Industrial Unit by Contractor measuring 20, 30 or 40 cubic yards, intended for high-volume refuse generating

Commercial Units or Industrial Units or for construction and remodeling, and capable of pickup and transport to a Disposal Facility by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor. Roll-Off Containers may be utilized for Solid Waste or Construction and Demolition Debris.

“Rubbish” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Service Year”: Any period after one year commencement on every October 1st.

“Sludge”: Thick, soft, wet mud or a similar viscous mixture of liquid and solid components, especially the product of an industrial or refining process.

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, (H) all treated/de-characterized (formerly hazardous) wastes, (I) wastes from services industries, (J) polychlorinated biphenyl (“PCB”) wastes, (K) industrial process wastes (L) asbestos containing material, (M) chemical containing equipment, (N) demolition debris, (O) incinerator ash, (P) medical wastes, (Q) off-spec chemicals, (R) sludge, (S) spill-cleanup wastes, (T) underground storage tank (“UST”) soils, and/or (U) any other waste defined by Texas law, rule or regulation as "Special Waste."

“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.

“Tub-out Service”: An additional service provided by the Contractor, whereby the residential customer is not required to place the cart by the curb and the Contractor will provide house-side collection of the cart.

“Single-Stream Recyclable Materials” means Recyclable Materials that are separated from MSW at the point of origin for the purpose of Recycling.

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges

subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unusual Accumulations” Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular Garbage, Bulky Waste, and Yard Waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee as after inspection and pricing by Contractor supervision.

“Waste” or **“Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed fifty (50) pounds in weight.

GRANT OF CONTRACT

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

- (a) the sole and exclusive franchise, license and privilege within City’s Limits to collect Waste Materials, Construction and Demolition Debris, Special Waste, and Recyclable Materials during the Term of this Contract from all Residential, Commercial, and Industrial Customers located within City’s incorporated limits, to the extent allowed by state law; and
- (b) The sole and exclusive franchise, license and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.
- (c) Pursuant to any applicable state or federal legal limitations:
 - The City will the enforce the exclusivity of this agreement under civil or criminal law, at the sole discretion of the City Council, and will grant franchisee the ability to sue individuals or businesses who violate the exclusive franchise area. Furthermore, the City grants the Contractor right to remove and place unauthorized waste hauling equipment and an agreed upon storage facility.

TERM

Initial Term. The Initial Term of this Contract shall commence at 12:00:00 a.m. on October 1, 2023 (the “Commencement Date”) and shall end at 11:59:59 p.m. on September 30, 2028 (“the Termination Date”), unless otherwise extended or terminated earlier as provided herein.

Extension Term. Upon approval by City’s City Council, the Initial Term may be extended by contract of the Parties for an additional one (1) Five (5) year term beginning at 12:00:00 a.m. on October 1, 2028 and ending at 11:59:59 p.m. on September 30, 2033 (“the Extension Term”) upon the same terms and conditions as herein set forth. Contractor shall notify City of a request to extend the first

term on or before April 1, 2028. Notwithstanding the provisions herein regarding the Extension Terms, the Parties agree that the City may, at any time prior or subsequent to the expiration of the Initial Term, solicit bids or Proposals or contract for the collection of Waste Materials such other services as are provided for herein for a period commencing after the Termination Date. In the event the Contractor provides the requisite notice to the City of its intent to renew the Contract on or before April 1, 2028, the City shall provide a response to the Contractor’s request on or before June 1, 2028. In the event the City does not provide any response to the Contractor by June 1, 2028, the parties agree and acknowledge that the Contract shall be renewed with existing terms and conditions for the Extension Term.

RATES

Contractor is authorized to charge, and shall receive from The City, the rates set forth on Schedule “A” attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section “Modification of Rates” below.

SCOPE OF WORK

General/ Service Contracts. The work to be performed by Contractor pursuant to this Contract consists of collection, transportation and disposal, at its own expense, of Waste and Recyclable Materials collected from Residential Units, and Commercial Waste and Industrial Waste collected from Commercial Units and Industrial Units, within the corporate limits of the City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.

Residential Solid Waste Collection: Contractor shall collect Residential Waste generated at a Residential Unit twice weekly per route schedule. Contractor shall collect Carts that are placed Curbside (exception those being for Special Needs).

Contractor shall be responsible for providing notice first to the Customer and then to City staff if it believes MSW is not prepared and/or located correctly by a Customer. However, the City shall be the sole and final judge as to such conditions and locations.

Contractor shall provide a proposed schedule and map of collection sectors.

Residential Collection of Recyclable Materials: Contractor shall provide once per week collection of recyclable Materials placed in the Residential Unit’s designated Recycling Container. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in that Residential Unit’s designated Recycling Container. Customers shall not overload the Recycling Container. Any Recyclable Materials at the curb not in the Recycling Container will be treated as trash. **RECYCLABLE MATERIALS** must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty	Uncoated printing, writing and office paper

Steel and tin cans	Old, corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3, #4, or #7	Cartons, Aseptic Containers

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	THIS SPACE WAS INTENTIONALLY LEFT BLANK
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable Materials or pieces of paper Recyclable Materials less than 4” in size in any dimension	Propane tanks, batteries

Recycling Contamination Specifications: Single-Stream Recyclable Materials collected within The City and delivered by Contractor to the Recycling Facility may not contain more than 25.1% Non-Recyclables or Unacceptable Waste. For Recyclable Materials not meeting the specifications, in excess of the allowable percentage the City may pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided to the City within 24 hours of the load being transported to the Disposal Facility.

Residential Brush/Bulk Collection: Contractor will collect Brush/Bulk materials one time per week. The Resident will be limited to two (2) cubic yards of material per collection. Appliances or “White Goods” such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

Residential Unusual Accumulation Collection When a Customer desires collection of more material than the weekly limit, the resident can request an Unusual Accumulations Collection for a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor’s supervisor, and such fees will be approved by the Customer prior to commencing work.

Residential Carts Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclable Materials to each Residential Unit a minimum of five (5) days prior to the commencement of this Contract. Upon notice from The City, the Contractor agrees to provide one new Cart for Waste and one new Cart for Recyclable Materials to new Residential Units constructed within The City during the Term of the Contract (together, the “Carts”). New Carts will be provided with written instructions for proper use, including any Resident actions that may void manufacturer warranties, such as placement of hot ashes in the Cart. New Recycling Containers and replacement lids for existing Recycling Containers that have been damaged and need a replacement lid will have recycling guidelines heat molded on the top of the lid in mutually agreeable place.

Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart.

The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The City agrees that should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting the Contractor directly. Where a replacement Cart is new, the Contractor shall assess a \$55.00 charge to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact the Contractor directly to request a replacement Cart.

Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

The Contractor will be responsible for responding to requests from and delivering Carts to Residents who need a Cart replacement due to Cart damage. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the City. Reconditioned Carts must be cleaned prior to re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

SMALL BUSINESSES GARBAGE COLLECTION

Collections from all Small Business Garbage Generators shall be performed at least weekly. The collection will be performed using 96-gallon Carts provided by Contractor.

Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor is not responsible for collecting Carts weighing in excess of 170 pounds. Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes garbage is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

FRONT END LOADER CONTAINER COLLECTION

Contractor shall make at least one (1) weekly collection at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided however, where the refuse is exclusively non-putrescible in nature, one weekly collections are permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 4:00 am. And 7:00 pm but not starting before 7:00 A.M. within 500 feet of a Residence unless otherwise

agreed by 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. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract.

No commercial container, dumpster or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

ROLL-OFF CONTAINER COLLECTION FOR CONSTRUCTION AND DEMOLITION DEBRIS, REMODELING & CONSTRUCTION, AND SPECIAL WASTE

To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the collection of Construction and Demolition Debris, Special Waste, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling and construction activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

STATIONARY COMPACTOR UNITS

For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container are between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Exhibit A.

SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION

Prior to the beginning of the Contract, Contractor shall provide Detachable Containers for Garbage Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles and/or roll-off vehicles compatible with compactor and open-top containers.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

DETACHABLE CONTAINER COLLECTION FOR CONSTRUCTION AND REMODELING

The Scope of Work and the Contract will provide exclusive rights to Contractor, to the extent allowed by

law, for the collection of Construction and Demolition Debris and similar waste materials, such as carpeting, roofing, drywall, etc., resulting from construction and remodeling activities, which are generated in quantities requiring a Roll-off Container, for on-site storage, collection, and transport.

DETACHABLE CONTAINER STANDARDS

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted, if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.

If appropriate to serve the City's needs and/or locations, the City may require Contractor to install and service a front-end load Detachable Container. The City may also require Contractor to equip a Detachable Container with plastic lids.

Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

DETACHABLE CONTAINERS REPAIR OR REPLACEMENT

Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

COLLECTION OPERATIONS – GENERAL PROVISIONS

Hours of Collection. Collection of Waste Material from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by 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.

Within the Collection Area, Commercial/Industrial collection shall be performed Monday through Saturday

between the hours of 4:00 am. And 7:00 pm. Within the confines of the current ordinances of the City but not starting before 7:00 A.M. within 500 feet of a Residence unless otherwise agreed by 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. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. each service day unless:

- (a) Contractor provides notice to City with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time; and
- (b) The City determines that the collection will not result in a violation of City's ordinances regarding excessive noise set forth in Article 12.05 of the Code of Ordinances, as amended.

Collection Routes. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by the City Manager, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date of the new collection dates become effective.

Holidays. Contractor shall perform collection on all days except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall collect from Residential Customers whose collection day fall on a holiday on the next scheduled collection day. Collection from Residential Customers whose scheduled collection falls on Monday / Thursday, Tuesday / Friday, Wednesday / Saturday shall occur the following scheduled collection day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential units at least once per week during weeks containing such holidays.

Complaints. Customer complaints shall be directed to the Contractor. Contractor shall notify the City daily, in writing by email or other approved method, of all complaints received. At the end of each business day, Contractor shall email the City a recap of the day's complaints from Residential, Commercial or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pickups from one day shall be reflected on the next day's complaint report indicating that collection was made.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday).

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

As requested by the City, Contractor shall make available GPS tracking reports for residential collection

vehicles.

Complaint Log. Contractor shall make and keep records of all complaints regarding missed collections which shall include (a) the date of the complaint, (b) the name and address of the complainant, (c) the time and date the complaint was made, (d) Contractor's determination, and (e) the date and time when the Complaint was resolved.

Collection Equipment All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2017 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and on the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route collection.

Disposal: The Contractor shall deliver Waste collected under this Contract to an authorized disposal sites operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

Spillage: The Contractor shall not be responsible for all scattered Waste categories as defined in this Contract unless the same has been caused by Contractor, in which case all scattered Waste shall be collected by Contractor on the same day such spillage occurs.

Point of Contact: All dealings and contacts between Contractor and The City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the City Manager.

COLLECTIONS MISCELLANEOUS

Disposal and Reporting. Contractor shall provide transportation of collected refuse to the landfill site for disposal. Contractor shall report monthly to the City, the weight of solid waste, trash, rubbish, and any other refuse delivered by each truck to the landfill. This information shall be provided for each vehicle used by the Contractor.

Route Maps. Contractor shall provide collection route maps for distribution to the public. Maps will provide information showing the routes, days of pick-up, frequency of pick-up and the solid waste, rubbish, bulky items or recyclables being collected.

Load Protection. Vehicles used by the Contractor for the collection, hauling and disposal of refuse, solid waste or garbage, shall be protected at all times while in transit to prevent the blowing or scattering of refuse, solid waste, or garbage onto the City's public streets, or properties adjacent thereto.

Inspection. City shall have the right to inspect and weigh Contractor's vehicles to ensure same are properly maintained and are in compliance with the terms and conditions of this Agreement. City has the authority to require Contractor to discontinue the use of any piece of equipment not meeting the standards of this Agreement.

Maintenance Reports. Contractor shall provide the City with monthly maintenance reports within two (2) weeks of the end of the reporting period. This report should include all the maintenance records of all trucks, equipment, and machines which are necessary to adequately, efficiently, and properly conduct the regular collection service as stated in the Agreement.

Complaint Number. Contractor shall maintain a toll free or local telephone number through which it can be contacted from at least the hour of 8:00 a.m. until the hour of 5:00 p.m. Monday through Friday and shall maintain available and competent personnel at that number who have the authority to represent Contractor in all customer service issues between Contractor and City and all customers served or potentially served by Contractor. Contractor shall keep in its office sufficient listed telephones and personnel to courteously and efficiently receive and respond to all communications to the office relating to Contractor's service. Contractor shall also keep and maintain in its office a daily log of all service calls, which log shall show the nature of the call, complaint, or communication. Contractor shall submit a copy of the daily log to City each month. Contractor shall ensure that its contact information is prominently displayed in the local telephone directory in the same manner in which other City services are displayed. The phone listing of the Contractor will also be displayed in its commonly recognized form.

Contractor shall furnish City the name(s) and telephone number(s) of officer(s) and/or employee(s) who can be contacted after normal business hours if an emergency or critical situation occurs.

Publicity. All publicity concerning this Contract and the services contained herein shall be approved in advance by the City.

Dispute Resolution. To prevent misunderstanding and litigation, the City Manager, or his/her designee, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, and the acceptable fulfillment of this Contract on the part of the Contractor; and the City Manager, or his/her designee, shall determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory. The City Manager, or his/her designee, shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract and his reasonable findings and conclusions shall be final and binding on both parties. If at any time during the term of this Contract performance by the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools, or equipment as needed to properly perform the Contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract. Contractor and City agree that the City Manager, or his/her designee, will be the final authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute regarding performance between the City, Contractor, and any customer.

Should a dispute arise between the City, Contractor, and/or a customer as to whether the Contractor actually failed to make a collection (missed a pick up) the decision of the City shall be final, and the Contractor agrees to abide by such decision.

Keep Greenville Beautiful Clean-Up Days. Contractor will participate with the City of Greenville and

Keep Greenville Beautiful on annual clean-up days. There will be no fees collected or charged by Contractor for these clean-up events. Said dates to be coordinated and agreed to by City. Notifications of these clean-ups shall be made by both the City and Contractor. Each shall bear its own expense for the notifications. Four (4) times annually the Contractor will provide sufficient rear-loading residential trucks for citizens to bring items for disposal. Citizens will have a limit of 4 cubic yards that will be allowed to be disposed. The trucks will be located at a facility approved by the City. These events shall take place on a Saturday for a six-hour period, between 8 a.m. and 2 p.m.

City Demolition Hauling. Contractor will provide demolition hauling service for the City of Greenville limited to 52 structures or 350 loads of debris per annum, whichever is reached first at no cost to the City. Additional loads will be billed at the contract's prevails rates.

Major Storm Clean-Up. In the event of a major storm as determined by the Office of the City Manager, a Storm Management Program and Disaster Management Program will be agreed upon as part of this partnership between the City and the Contractor. Services could include chipping services, additional disposal containers, claw trucks, etc. Services will be billed at contracted rates according to schedule A.

Brush Collection

- a. At the City's request, Contractor will provide a boom-grapple type brush truck and driver two (2) days per month to the City to aid in the cleanup of errant brush piles on vacant lots, not to exceed fifty (50) loads per year. Contractor may choose to utilize alternative equipment for these collections provided that frequency and volume of collections remain the same.
- b. In the event of severe weather resulting in downed tree limbs, Contractor will provide brush collection services to assist residents in disposing of that brush of up to 1,000 cubic yards at the City's direction. City will provide a temporary staging area within the City Limits. Additional brush removal exceeding 1,000 cubic yards will be billed to the City at a rate of \$8 per cubic yard.

Public Education. Contractor will provide an ongoing public education program for solid waste services within the community, including preparation and furnishing of printed brochures shall be distributed annually by Contractor. Contractor shall prepare the brochure and provide adequate copies for distribution to all Residential Units of the City. Program shall be provided at Contractor's expense. Copies of all information materials and the public education plan will be approved by the City Manager before undertaking such a program.

Commercial Facility Location. During the term of this agreement, Contractor shall maintain and operate a commercial facility within 30 miles of the city limits of Greenville. This facility will be available to the citizens of Greenville to drop off recyclables.

Christmas Tree Pick-Up. Following Christmas each year, the Contractor will provide a pick-up service for Christmas trees consisting of unadorned Christmas trees no longer than seven foot (7') in length. In addition, the Contractor may place a roll-off at one of the City's parks for customer drop-off of unadorned Christmas trees no longer than seven foot (7') in length.

BASIS AND METHOD OF PAYMENTS TO THE CONTRACTOR

Payments to the Contractor may be completed by check, wire transfer or credit card payments at the sole discretion of the City Payment processing fees will be charged to the City at Contractor's cost.

- A. Charges for residential, commercial and industrial customers are set out in Exhibit "A" which is

attached hereto and incorporated herein for all purposes (the “Rates”). It is understood that the Rates are based on the Contractor providing all of the solid waste collection services to residential, commercial, industrial, multi-family and governmental properties within the corporate limits of the City that they are capable of collecting.

- B. No price adjustment will be made during the first two (2) years of the contract. After two (2) years, Contractor may petition the City Council for CPI adjustments to all rates as per Exhibit A no more than once every twelve (12) months, on or before June 1, to be effective October 1, annually during the term of this Agreement, to reflect changes in the cost of operations, as reflected by fluctuations in the Price Wage Earners and Clerical Workers (CPI- U, Garbage and Trash Collection) published by the U.S. Department of Labor, Bureau of Labor Statistics, (the “ CPI-U: U.S. city average, by detailed expenditure category”). The compensation may be adjusted for the ensuing twelve (12) month period by a percentage not to exceed ninety percent (90%) of the net percentage change of the CPI-U, Garbage and Trash Collection. Net changes to the CPI to be calculated as the difference between the average of the monthly CPI for the twelve (12) consecutive calendar months ending sixty (60) days before the commencement of the Service Year immediately preceding the Service Year for which the adjustment of charges is being computed and the average of the monthly CPI for the twelve (12) consecutive calendar months ending sixty (60) days before the commencement of the Service Year for which the adjustment of charges is being computed. However, the Monthly Customer Service Charge change in any one year relating to adjustments in the CPI shall not exceed 5% of the preceding Service Year. After 2 years, if the index specified above is discontinued, the parties hereto shall agree by April 1 of the then current year to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used. Otherwise, a substitute shall be agreed upon by the parties.
- C. City shall submit statements to collect from all residential, commercial, and industrial units for services provided by Contractor pursuant to this Agreement, including those accounts that are delinquent. The charges shall not exceed the rates fixed by the Agreement. City will account for all funds received from each account during the month during collection services and pay Contractor by the 20th of the following month on accounts collected per the rates established in this Agreement. Bad debts shall be the responsibility of Contractor. However, Contractor will not be liable for bad debts over two (2) percent of the total billed to customers. City shall withhold two (2) percent from the total monthly customer billings, to be held in reserve for annual bad debts. At each September 30th, for the previous fiscal year, City will calculate the actual total of bad debts and, if under the two (2) percent withheld, the difference shall be refunded to Contractor.
- D. The Base Surcharges set forth in the Contract, as presented in Exhibit “A” of this document, reflect the diesel fuel price of \$4.699 per gallon (the “Base Price”). For each thirty-five cent (\$0.35) increase in the average cost of diesel fuel above the Base Price, each Residential Unit will be charged five cents (\$0.05), each Commercial Unit will be charged two cents (\$0.02) per yard per pickup per month and each Roll-Off customer will be charged \$2.68 per pull in addition to the Base Surcharges. For each thirty-five cent (\$0.35) decrease in the average cost of diesel fuel below the Base Price, each Residential Unit will receive a deduction in the Base Rate of five cents (\$0.05), each Commercial Unit will receive a deduction of two cents (\$0.02) per yard per pick-up per month and each Roll-Off customer will receive a deduction in the Base Surcharge of \$2.68 per pull. As stated, the average price of diesel fuel will be determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region. The fuel cost adjustment (from “Base Price”) shall be reviewed and adjusted quarterly, with the first adjustment from this listed \$4.699 per gallon diesel fuel price point occurring at the effective date of service of this contract (October 1st 2023) with the adjustment based on the calendar quarterly

average price of diesel fuel determined by reference to the U.S. Energy Administration / Department of Energy published price for diesel fuel – gulf coast region, as of September 30th 2023.

- E. Contractor shall discontinue refuse collection service to any residential unit as set forth in a written notice sent to it by the City. Upon further notification by the City, Contractor shall resume refuse collection on the next regularly scheduled collection day.
- F. Contractor shall have the right to discontinue refuse collection service at any commercial and industrial unit delinquent in its payment according to City records.
- G. In addition to the amounts billed and collected by the City under this section, the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the services provided by Contractor hereunder.

REGULATORY RATE ADJUSTMENT

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 270 days' notice to the City.

CONTRACTOR RESPONSIBILITIES

In providing the services required by this Contract, Contractor shall be responsible for:

- (a) Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees;
- (f) Complying with applicable laws and regulations;
- (g) Performing all work in a timely, thorough and professional manner;
- (h) Disposing of all collected MSW at a permitted MSW Landfill;
- (i) Processing and marketing Recyclable Materials collected by Contractor from the Residences;
- (j). All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this

Contract; and

- (k) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives notification on a Saturday will be collected on the immediately following Monday.

Collection Assistance: If the City deems all residents of a Residence are handicapped or due to age or verified physical limitations cannot safely move their Recycling Cart and Polycart to the curb, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied (Tub-out Service). All requests for collection assistance will be approved by the City and then relayed by the City to Contractor.

Right to Reject Unacceptable Waste. City agrees that if Unacceptable Waste is set out by a Customer for collection, Contractor may, in its sole discretion, reject such Unacceptable Waste. Neither title to, nor liability for, Unacceptable Waste shall pass to Contractor.

Adding Residential Customers. Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from the City.

Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 8:00 A.M. and 5:00 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 12:00 P.M. Central Time.

Litter or Spillage. Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.

Street Damages. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual contract of City and Contractor.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual contract to be Contractor's responsibility.

City Facilities. Contractor shall not charge City for collection services from City Facilities as described in Exhibit "B" or from any additional City Facilities that City may add.

COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all Applicable Laws. Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of City to pass or enforce necessary police and health regulations for the protection of its residents and businesses. Contractor further understands and agrees that if City notifies Contractor that Contractor or one of its officers, agents, employees, Contractors, or subcontractors is in violation of any Applicable Law, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation.

Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employee in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

NON-DISCRIMINATION

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, disability, or any other class deemed by the US Supreme Court or Texas Supreme Court to be a similar protected class during the term of this agreement.

ASSIGNMENT OF CONTRACT

Neither Party shall assign this Contract in its entirety without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of its subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by the lender to Contractor without the consent of the City.

No consent will be construed as making the City a party to a subcontract or assignment, or as subjecting the City to liability of any kind to any subcontractor or assignee. No subcontractor or assignee shall, under any circumstances, relieve Contractor of his liability and obligation under this Agreement, and despite any such subletting or assignment, the City shall deal through Contractor unless otherwise agreed by the City. Any subcontractor and assignees will be dealt with as workers and representatives of Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of Contractor.

OWNERSHIP OF WASTE AND SPECIAL WASTE

Title to refuse and dead animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the Customer's premises, whichever last occurs.

"Special Waste" means Type A or Type B Special Wastes as defined below.

- A. Type A Special Waste. Any waste, from a commercial or industrial activity, meeting any of the following descriptions.
 1. A containerized waste (e.g. a drum, portable tank, lugger box, roll-off, pail, bulk tanker, etc.) listed in 2 – 7 below.
 2. A waste containing free liquid.
 3. Contractor shall provide for the transportation, handling, and disposal of wastewater treatment sludge from the City's Wastewater Treatment Plant, 100 Division Street, Greenville, Texas 75402.

- a. Contractor is to provide all equipment and process machinery as well as all trucks or other suitable containers, supplies, personnel and all other requirements necessary for removing, hauling and disposing of dewatered sludge from the Wastewater Treatment Plant in accordance with the attached specifications.
- b. City will provide the labor and equipment to load the dewatered sludge in the contractor's container.
- c. These specifications cover only the general requirements as to the hauling and disposal of sludge. Contractors shall be responsible for providing the service that meets or exceeds all of the requirements as set forth herein, as well as provide equipment that is designed for the intended application.
- d. The City of Greenville Wastewater Treatment Plant sludge is:
 - A byproduct of the treatment of municipal wastewater.
 - Non-hazardous and suitable for disposal in a municipal solid waste landfill.
 - Dewatered by a belt filter press to yield a cake that is typically greater than 15% solid.
 - Will pass a paint filter test.
 - Sludge Production
- e. Contractor shall provide, as part of the handling, transport and disposal service, five (5) each, thirty (30) yard, open top, roll-off type containers that shall be stationed at the Wastewater Treatment Plant at all times.
- f. Containers shall be used only for the collection and transportation of the City's Wastewater Treatment Plant sludge.
- g. If the containers are used for any other purposes, they shall be washed clean prior to use at The City's Wastewater Treatment Plant.
- h. Containers shall be placed at the Wastewater Treatment Plant facility within the designated parking area as directed by WWTP personnel.
- i. Containers shall be sealed and leak proof. There shall be no requirement to line the containers with poly sheeting or any other material prior to use by the owner. Alternately, the contractor can provide containers with liners purchased and placed in the container by the contractor.

- j. Containers shall be constructed of materials that shall not leach or corrode or in any way cause the Wastewater Treatment Plant sludge to become contaminated or deemed hazardous.
- k. Contractor shall repair or replace damaged or worn containers or components, within five (5) working days of request by the City.
- l. Containers shall have wheels or rollers on the bottom at all four corners.
- m. Contractor shall provide an additional thirty (30) yard, open top, roll-off type container meeting the above specifications if requested by City.
- n. Containers must be marked as required by law to communicate hazard warnings and must be properly maintained by the vendor.
- o. The transport of wastewater treatment plant sludge shall be compliant with all applicable laws.
- p. Each load of material shall be accompanied by a completed waste manifest. The contractor will be responsible for returning the completed manifest to the City.
- q. Contractor shall take extreme care to avoid spills during the sludge transportation. If they occur, spills shall be cleaned up immediately at the Contractor's expense, to the satisfaction of the appropriate regulatory authority. The City assumes no liability for damages, which may occur as a result of spills.
- r. Contractor shall transport the dewatered sludge directly from the Wastewater Treatment Plant to the authorized disposal site. Under no circumstances shall the Contractor be allowed to make any additional stops in transit to the authorized disposal site to haul any payload other than the dewatered sludge. The contents of the hauling units shall be checked at the authorized disposal site for conformance with the manifest that shall accompany each load.
- s. Any spills, moving violations, or other citations are the responsibility of the Contractor.
- t. City will provide paint filter analysis for each load hauled.
- u. City will provide annual TCLP analysis as required by law.
- v. Contractor shall be responsible for safely unloading dewatered sludge at the disposal site.

w. Contractor shall comply with all the requirements stipulated by disposal site personnel in the unloading of the dewatered sludge.

x. Contractor shall make safe unloading a major consideration in his selection of hauling equipment.

y. Hauling operations shall be performed between 7:00 a.m. and 5:00 p.m. Monday through Friday.

z. Services must be available on an as needed basis. The City will notify the Contractor when a pickup is necessary.

aa. Contractor shall remove loads no later than the following business day.

bb. Should the Contractor fail to honor a "Request to Collect," the Contractor will be subject to a penalty of fifty dollars (\$50.00) per day of non-collection

cc. All work performed under the contract will be supervised and verified by the City representative noted below or their designee: Waste Water Plant Superintendent at (903) 457-2991.

dd. The City is anticipating a 5% year-over-year increase over the next five years as the Wastewater Treatment Plant undergoes growth and expansion. The plant is currently averaging roughly 4 loads a day and expects to average potentially up to 12 loads a day by the final year of the next five-year contract. As such, contractor will haul up to 4 loads per day year one, increasing 2 loads per day for each contract year. Additional loads will be billed to the City at the prevailing contract rates. If unexpected growth leads to large increases in the number of additional loads to be paid by the City at the prevailing contract rates, and the number of those additional loads exceeds 2 loads per day on average over any 3-month period, the parties agree to renegotiate this section in good faith.

4. A waste from an industrial process.
5. A waste from a pollution process.
6. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in 1 – 3 or 7.
7. Contaminated residuals, or articles from the clean-up of a facility generating, storing, treating, recycling, or disposing of wastes listed in 1 – 6.

B. Incidental Amounts of Special Waste. Contractor recognizes that many customers will produce some Type B Special Waste, and do not require Generator's Type B Special Waste as defined below, incidental quantities of Type B Special Waste Profile sheet (Form WMA-0089B) to be signed by the customer. However, the customer must identify the type and amount of Type B Special Wastes which will be provided to Contractor in incidental amounts by completing the box in the lower right-hand corner.

C. Type B Special Waste. Any waste from a commercial or industrial activity meeting the description which follows.

1. Friable asbestos waste from building demolition or cleaning: wall board, wall spray coverings, pipe insulation, etc. On friable asbestos is not a special waste unless it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a Type B Special Waste.
2. Commercial products or chemicals which are off specification, outdated, unused, or banned. Outdated or off specification, uncontaminated food or beverage products in original consumer containers are not included in this category, however, containers which once held commercial products or chemicals are included in this category unless the container is empty. A container is empty when: All wastes have been removed that can be removed using the practice commonly employed to remove materials from type of container, e.g., pouring, pumping, or aspirating, and an end has been removed (for containers in excess of 25 gallons) and no more than one (1) inch (2.54 centimeters) of residue remains on the bottom of the container of inner liner or no more than 3% by weight of the total capacity of the container remains in the container (containers 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Container which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.
3. Untreated bio-medical waste – Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including, but not limited to a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinary hospital or animal testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a Type A Special Waste.
4. Treated bio-medical waste – Any waste from a bio-medical source including, but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, hospital, animal testing laboratory, or university, medical laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
5. Liquids and sludge from septic tanks, food service grease traps, or wash water and waste waters from commercial laundries, laundromats, and car washes unless these wastes are managed at commercial or public treatment works.
6. Chemical-containing equipment removed from service. Examples: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.
7. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process.

Chemicals or wastes removed or drained from such equipment of facility are Type A Special Wastes.

8. Notwithstanding anything to the contrary contained herein, other than the sludge waste services provided by the Contractor to the City under Section 7.02.A.3., this Agreement shall not require the Contractor to collect or dispose of any Special Waste as part of its normal collection activities, however, the Contractor may negotiate with customers on an individual basis for the collection and disposal of their Special Waste.

CONTRACTOR'S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

RECORD KEEPING / RIGHT TO INSPECT

Contractor shall maintain records generated pursuant to services rendered in accordance with the Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered. The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by Contractor in the performance of this Contract. The City may request periodic reports pursuant to services rendered. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

MISCELLANEOUS TERMS

Confidentiality Regarding Waste Material. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.

No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

Governing Law; Venue. This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Hunt County, Texas.

Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Contract shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Contract. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents

with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CITY'S OBLIGATIONS

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:

- (a) The City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract
- (b) The City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City's right to adopt and/or enforce this exclusive franchise if the City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. The City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract.

LIQUIDATED DAMAGES

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the successful Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of refusal or failure to do so within fourteen (14) days after receipt of formal notice of award, Contractor shall be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages, and the award may then be made to the next best qualified Contractor, or the work re-advertised

for proposals, as the City may elect. Such forfeited security shall be the remedy of the City.

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services and the Contractor responding promptly to both residential and commercial customers.

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor. The City may charge Liquidated Damages to the Contractor in accordance with the Summary of Liquidated Damages on a monthly basis in connection with the Contract and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, Contractor is authorized to request in writing a meeting with the City Contract Administrator, to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the City Manager, the Contractor shall, within ten (10) days after receiving such notice, request in writing a hearing date before the City Manager, or designee, to present its defense to such assessment. The City Manager, or designee, will notify the Contractor in writing of any action taken with respect to the Contractor's claims.

Public Works representatives, Utility Billing representatives and members of the City Management staff will make recommendations to the City Manager, or designee, who will make the final decision and contact the Contractor prior to assessing charges.

SUMMARY OF LIQUIDATED DAMAGES

The Contract will provide that the City may assess liquidated damages to Contractor as follows:

Penalty Deduction. Penalties shall be deducted from Contractor's monthly compensation for non-delivery of service as is applicable for the following reasons:

1. **Missed Collection:** Failure to honor a "Request to Collect" on garbage accounts. Residential accounts: Fifty dollars (\$50.00) per account plus ten dollars (\$10.00) per day of non-collection after the first day. Commercial accounts: One-hundred dollars (\$100.00) per account plus twenty dollars (\$20.00) per day of non-collection after the first day. Also, applicable for new service starts.
2. **Failure to provide records:** The City reserves the right to levy penalties against the Franchisee for not providing record to the City as set forth in this Agreement. The penalty shall be five-hundred (\$500.00) dollars per week, per record that is not provided to the City in accordance with this Agreement.

City Manager or his/her designee has the right to waive any applicable penalties or a portion thereof at his/her discretion. This right applies to all penalties set out in this Agreement.

Commencement of residential collection prior to 7:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence

Commencement of commercial collection within 500 feet of a Residence prior to 7:00 a.m, commencement in other areas prior to 5:00 a.m., or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence

Failure to complete a majority (50%) of the collections on a given day: \$2,500 each incident

Failure to maintain a vehicle in a manner consistent with the Contract: \$100 each incident

Failure to clean up spilled Solid waste, resulting from loading and/or transporting within two (2) hours of notification: two hundred fifty dollars (\$250.00).

Failure to address complaints within one business day: \$100 each incident.

Failure to submit an accurate Monthly or Annual report in the specified format, as required by the contract: \$250 per report per calendar day delinquent.

Failure to return carts and containers to approximately original collection location: \$25 each incident.

Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$100 each incident.

Failure to be prepared to perform services on or after the commencement date: \$ 3,000 per calendar day.

TERMINATION OF CONTRACT

Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date, and/or such claims which accrue during Contractor's wind-down of business operations pursuant to the Agreement.

Dispute Resolution. The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract to submit the dispute to mediation, with the cost of said mediation to be split evenly by the Parties.

FORCE MAJEURE

Any failure or delay in performance under this Contract due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Contractor shall notify City by 6:00 a.m. on the day of service or day before if known, if service will not be provided due to a "Force Majeure" event. If Contractor begins service and then makes a determination to stop service mid-day due to Force Majeure, then Contractor will provide notification to the City as soon as possible. As soon as practical after such Force Majeure Event, the Contractor shall advise the City when it is anticipated that normal routes and schedules can be resumed.

BONDS AND INSURANCE

Contractor shall execute the Performance and Payment Bonds and Proof of Insurance conforming to requirements as set forth herein. Cost for such Bonds shall be paid by Contractor. Proof of insurance must accompany this Agreement.

Contractor shall obtain all licenses and permits and promptly pay all ad valorem taxes required by the City and by the State.

Contractor shall at all times during this Agreement maintain in full force and effect employer’s liability, worker’s compensation, automobile liability, general liability, and umbrella liability insurance, including contractual liability coverage, for all drivers, helpers, and other employees performing the work.

All insurance shall be 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. City shall be named as an additional insured on all policies herein required, except Worker’s Compensation. A waiver of subrogation in favor of the City shall be executed for all policies including Worker’s Compensation.

The certificates shall contain the following express obligations: “This is to verify 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 policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

Type Coverage	Per Occurrence	Aggregate
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Liability	\$1,000,000	\$2,000,000
Automobile Bodily Injury and Property Damage Liability		\$5,000,000
Umbrella Liability	\$10,000,000	\$10,000,000

Performance Bond: Upon Contract execution, Contractor shall furnish to The City a Performance Bond from a reputable banking institution, reasonably acceptable to The City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount equal to one hundred thousand dollars (\$100,000). The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for The City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year prior to its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual but renewed each year prior to its expiration).

Additional Policy Endorsements: The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or

exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

Contractor will retain retro dates with any new carrier.

All insurance and certificate(s) of insurance shall be endorsed to contain the following:

- a. Name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- b. a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except with respect to the gross negligence or willful misconduct of City, its employees, or agents.

A certificate of insurance evidencing the required insurance shall be submitted to City not later thirty (30) days after to the Commencement Date and not later than thirty (30) days after the commencement of each Extension Term.

Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under Applicable Law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

DEFENSE OF SUITS

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INDEMNITY

9.01 Contractor agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Contractor, or any agent, servant, or employee of the Contractor in the execution of the performance of this Agreement, without regard to whether such persons are under the direction of City agents or employees as follows:

- (a) CONTRACTOR HEREBY ASSUMES THE RISK OF LOSS AND/OR INJURY TO PROPERTY AND/OR PERSONS CAUSED BY ANY NEGLIGENT OR WILLFUL ACTS OR OMISSIONS IN THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
- (b) MORE PARTICULARLY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL ACTIONS, CITATIONS, CLAIMS, LIABILITIES, DAMAGES, DEMANDS, FINES, SUITS, JUDGMENTS, LEGAL PROCEEDINGS, LOSSES, PENALTIES, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND ATTORNEYS' FEES, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF THE CONTRACTOR, ITS SUBCONTRACTORS AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). CONTRACTOR FURTHER AGREES TO PAY ALL ATTORNEYS' FEES INCIDENT TO ENFORCEMENT, RENEGOTIATION, OR INTERPRETATION OF THIS AGREEMENT.
- (c) WITHOUT LIMITING THE FOREGOING, THE CONTRACTOR FURTHER AGREES THAT THE INDEMNITY PROVIDED FOR HEREIN SHALL EXTEND TO AND INCLUDE ANY AND ALL CLAIMS AGAINST THE CITY ARISING OUT OF OR PREDICATED UPON THE ENVIRONMENTAL LAWS AS DEFINED HEREIN. THE CITY SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF THE CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS.
- (d) BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.
- (e) THE CHOICE OF COUNSEL TO DEFEND OR OTHERWISE HANDLE ALL INDEMNIFIED ITEMS SHALL BE DETERMINED BY PROCEDURES SET FORTH IN THE APPLICABLE INSURANCE AGREEMENTS MAINTAINED BY THE CONTRACTOR OR, IN THE ABSENCE OF SUCH INSURANCE AGREEMENT, AT THE CHOICE OF THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO

PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO. CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY IN DEFENDING ANY INDEMNIFIED ITEMS.

- (f) NOTHING ABOUT THIS SECTION OR ANY INDEMNIFICATION BY CONTRACTOR OF THE CITY SHALL SERVE AS AN EXPRESS OR IMPLIED WAIVER OF ANY RIGHTS OF GOVERNMENTAL IMMUNITY OR SOVEREIGN IMMUNITY ENJOYED BY THE CITY, ITS OFFICERS AND EMPLOYEES AND/OR THE CONTRACTOR.

The insurance coverage specified under “Bonds and Insurance,” above, constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability or responsibility of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

INDEPENDENT CONTRACTOR AND RELATION TO THE CITY

It is expressly agreed and understood that Contractor is in all respects an independent contractor as to the work, duties and rights granted herein, notwithstanding the fact that Contractor is bound to follow the direction of designated City officials, and that neither Contractor nor any Person performing any of the work covered under this Agreement is in any respect an agent, servant, officer or employee of the City. This Agreement specifies the work to be performed by Contractor, but the method to be employed to accomplish this work shall be the exclusive responsibility of Contractor, and under Contractor’s exclusive control and right of control. The doctrine of respondeat superior shall not apply between the City and Contractor, or any of Contractor’s agents, servants, employees or subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.

The City Manager of his/her designee may inspect Contractor’s operations, equipment, and performance at any reasonable time and Contractor shall furnish the City Manager with every reasonable opportunity to inspect Contractor’s operations or equipment or for otherwise ascertaining whether or not the work is being performed in accordance with the requirements of this Agreement.

The City Council shall have full power to examine or to cause to be examined at any reasonable time, the books, papers and records of Contractor, with relation to the operation of the Recyclable Materials collection system within the City. In this connection, City shall have the right, through the City Council or its designee, to take testimony and to compel the attendance of witnesses or the production of books, papers and records and to examine witnesses under oath and under such rules and regulations as it may reasonably adopt.

City shall have access at all reasonable hours to all of Contractor’s records, customer service records, and all papers and records in any form relating to the operation of Contractor’s Recyclable Materials service with the City. Reports of the results of all complaints and investigations received and completed by Contractor shall be filed monthly by the fifteenth (15th) day with the City’s City Manager. A monthly report shall be prepared and submitted and shall include the number of Residential Units and a report detailing the weight of the total amount of Recyclable Materials collected by Contractor within the City. Contractor may retain all revenues received from the sale of such collected Recyclable Materials.

SUCCESSORS AND ASSIGNS

The Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto: provided, however, this provision shall not be deemed to authorize the assignment or other transfer of the Contract which may only be accomplished as expressly provided in the Contract.

OWNERSHIP

Title to Waste and Single-Stream Recyclable Materials, Recycling Materials, Yard Waste, and Bulky Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the Generator of such Unacceptable Waste.

COMPLIANCE WITH LAWS AND ORDINANCES

Contractor shall comply with all local, state and federal ordinances, statutes, laws, rules, and regulations applicable to the work or governing the collection, disposal and processing of Refuse, Yard Waste, Recyclable Materials, and Bulky Waste as well as restrictive covenants of the City.

If Contractor discovers any provisions in the specifications or Contract which are contrary to or inconsistent with any law, ordinance or regulation, they shall immediately report it in writing to the City. Except where otherwise expressly required by applicable laws, rules, and regulations, the City shall not be responsible for monitoring Contractor's compliance with any laws, rules or regulations. Notwithstanding the foregoing, Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chloroflouro-carbons (CFC's) unless Resident establishes that the item is free of CFC's by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFC's cannot be located and Contractor is asked to dispose of such by the City, Contractor agrees to collect such item, evacuate the CFC's and dispose of it, and charge the City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

Prior Agreements: This Contract sets forth the entire contract of the Parties and supersedes all prior contracts, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.

Attorneys Fees. If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation-related expenses and court or other costs incurred in such litigation or proceeding.

Texas law to apply. This agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

Amendment. This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

Legal construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

NOTICES

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If intended for City, to:

If intended for Contractor:

City Manager
2821 Washington
Greenville, Texas 75401

Manager
5770 TX 34S
Quinlan, Texas 75474

AGREED AND SIGNED by the authorized representatives of the Parties hereto on the dates indicated below.

ATTEST:

Greenville, Texas

BY: _____

Name: _____

Title: _____

Date: _____, 2023

APPROVED AS TO FORM:

Contractor:

By: _____

Name: _____

Title: _____

Date: _____, 2023

EXHIBIT “A”

Rates and Services

All fees *exclude any franchise fees.*

Residential

Semi-automated MSW twice a week collection with 96-gallon cart (all items in the cart) with weekly brush/bulky collection:

Price per home per month \$ 22.05

Automated recycling weekly collection (one time per week) with 96-gallon cart (all items in the cart):

Price per home per month \$ 4.24

Rate for each additional Solid Waste cart per residence

Price per home per month \$6.95

Rate for each additional Recycling cart per residence

Price per home per month \$ 6.95

Rate for Replacement Cart (either service, first replacement is free)

Price per replacement \$ 65.00

Discount for Senior Citizens or Persons with a Disability 5% off of monthly cost

On Demand Brushy/Bulk Waste Program will be based on: \$ 12.00 per cubic yard

Commercial, Hand Collection

One 96-gallon Cart once per week for MSW (Manual) \$ 29.95

Rate for each additional Solid Waste cart \$ 10.95

One 96-gallon Cart once per week for Recycling (Automated) \$ 14.95

Commercial Front Load Rates

All fees exclude any franchise fees .

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 Cu Yd	\$ 91.55	\$ 132.95	\$ 199.87	\$ 247.85	\$ 378.45	\$ 483.44	\$ 49.95
3 Cu Yd	\$ 101.47	\$ 157.83	\$ 230.01	\$ 330.37	\$ 468.50	\$ 562.53	\$ 59.95
4 Cu Yd	\$ 117.10	\$ 226.87	\$ 258.17	\$ 452.69	\$ 515.07	\$ 596.85	\$ 59.95
6 Cu Yd	\$ 136.46	\$ 242.53	\$ 361.69	\$ 468.23	\$ 527.86	\$ 626.88	\$ 79.95
8 Cu Yd	\$ 217.44	\$ 298.93	\$ 452.59	\$ 559.16	\$ 612.41	\$ 753.55	\$ 79.95

Container Replacement: MARKET PRICE

Roll-Off Containers

Important Note: All fees exclude any franchise fees .

Size	Type	Delivery	Rental Per Day	Haul Per Load	Disposal per Ton	Total Per Load *	Deposit per Cont.
20 Yd	OPEN	\$ 75.00	\$ 5.00	\$ 449.00	included*	\$ 449.00	per City Policy
30 Yd	OPEN	\$ 75.00	\$ 5.00	\$ 549.00	included*	\$ 549.00	per City Policy
40 Yd	OPEN	\$ 75.00	\$ 5.00	\$ 649.00	included*	\$ 649.00	per City Policy
30 Yd	COMP	\$ 75.00	**	\$ 599.00	included*	\$ 599.00	per City Policy
35 Yd	COMP	\$ 75.00	**	\$ 699.00	included*	\$ 699.00	per City Policy
40 Yd	COMP	\$ 75.00	**	\$ 699.00	included*	\$ 699.00	per City Policy
42 Yd	COMP	\$ 75.00	**	\$ 699.00	included*	\$ 699.00	per City Policy

* includes 5 tons of disposal. Additional tons will be billed at \$50.00 per ton

** Compactor rentals range from \$1.00 to \$750.00 per month (determined by type, size, and/or special design or requirement. Installation is not included. Rentals will be billed directly to customers.

Other Rates/Services

Storm Debris and Disaster Collection Rate: \$ 295.00 per equipment hour plus disposal

Fuel Surcharge

FUEL SURCHARGE - INCREASE				
	AVG \$ PER GAL OF DIESEL	RESIDENTIAL	COMMERCIAL	ROLLOFF
BASE	4.699	0.00	0.00	0
UNIT OF INCREASE	0.35	0.05	0.02	2.68
	5.05	0.05	0.02	2.68
	5.40	0.10	0.04	5.36
	5.75	0.15	0.06	8.04
	6.10	0.20	0.08	10.72
	6.45	0.25	0.10	13.4
	6.80	0.30	0.12	16.08

FUEL SURCHARGE - DECREASE				
	AVG \$ PER GAL OF DIESEL	RESIDENTIAL	COMMERCIAL	ROLLOFF
BASE	4.699	0.00	0.00	0
UNIT OF DECREASE	0.35	0.05	0.02	2.68
	4.35	-0.05	-0.02	-2.68
	4.00	-0.10	-0.04	-5.36
	3.65	-0.15	-0.06	-8.04
	3.30	-0.20	-0.08	-13.40
	2.95	-0.25	0.00	-21.44
	2.60	-0.30	0.00	-34.84

EXHIBIT “B”

City Facilities at No Charge

Name	Location	Quantity	Size and Frequency
Fire Station 1	2300 Jordan Street	1	3 YD, 1X
Fire Station 2	4908 Lee Street	1	3 YD, 1X
Fire Station 3	3401 Leo Hackney	1	6 YD, 1X
Fire Station 4	7501 Jack Finney	1	3 YD, 1X
Fire Admin/EOC	2603 Templeton Street	1	3 YD, 1X
Majors Airport Terminal Building	101 Majors Road	1	4 YD, 1X
Animal Shelter	5800 Joe Ramsey	1	3 YD, 1X
Golf Course	5403 US Bus. 69 South	1	3 YD, 2X
Police Department	3000 Lee Street	1	6 YD, 5X
Civic Center	5501 US Bus. 69 South	1	8 YD, 2X
Library	1 Lou Finney Lane	1	4 YD, 1X
WasteWater	100 Division Street	2	4 YD, 1X
Reecy Davis Recreation Center	4320 Lee Street	1	6 YD, 5X
Water Treatment Plant	501 Wesley Street	1	4 YD, 2X
Service Center	701 Clark Street	3	3 YD, 2X
Annex Building	2315 Johnson Street	1	8 YD, 1X
City Hall	2821 Washington Street	1	8 YD, 1X
City Hall	2821 Washington Street	2	Comm. Cart, 2X
Greenville BOD/EDC	2500 Stonewall Street	1	3 YD, 3X
Air Evac	88 Majors Road	1	4 YD, 1X
Facilities Maintenance Shop	2908 Washington Street	1	3 YD, 1X
Parks and Recreation	3602 Leo Hackney	1	4 YD, 1x

(Future City facilities will be provided free of charge)