



City of Jacinto City, Texas
Request for Proposal

Solid Waste Collection & Disposal Services

Dated August 20th, 2026

Responses Due: September 10, 2026

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NOTICE TO PROPOSERS

Sealed proposals will be received by the City Secretary of the City of Jacinto City, 1301 Mercury Drive, Houston, Texas 77029. Proposals are due no later than 5:00 PM central time on September 10, 2026. Proposals will be opened during the City Council meeting at 6:00 PM on that date.

INTEGRATED WASTE MANAGEMENT SERVICES RFP #26-2

Any proposal received after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. One original (paper so marked), two copies (paper) of the proposal and an electronic version in a **single searchable PDF file** are required.

The outside of the package should be clearly marked "Solid Waste Proposal" and include the proposer's name, contact person, address, telephone number, e-mail address and attention Ms. Christal Rodriguez, City Secretary.

Pre-Proposal Conference

A pre-proposal conference has been scheduled for 2:00 PM on August 27, 2016 at City Hall – 1301 Mercury Drive, Houston, Texas 77029. **It is strongly encouraged that all companies send a representative to this meeting.** Any questions or concerns regarding the contents and requirements of this RFP will be discussed at the conference and appropriate addendums to the RFP will be considered. Written responses to any RFP related question received following the conference will be published in the public notice section of the City's web site.

Right to reject

Until the final award by the City of Jacinto City, said City reserves the right to reject any and/or all proposals, to waive technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Open Records Act

The City is subject to the Texas Open Records Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request.

Proposer Contact with the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements will be enforced during the proposal process:

- Requests for information will be made either at the pre-proposal conference or to Lon Squyres (lon.squyres@jacintocity-tx.gov) only. Deadline for specification questions is Friday, September 4, 2026 at 5:00 PM.

- Questions related to the bid process or submission must be directed to Ms. Christal Rodriguez, City Secretary, at (christal.rodriguez@jacintocity-tx.gov). Answers to all information pertinent requests will be published in the public notice section of the City's website.

No lobbying of city management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process. No gifts, lunches or other gratuities will be accepted by the City or employees

Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide solid waste services to the City's residents and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. Information contained in the winning proposal will be used as the basis for the resulting contractual agreements.

Addendums

Schedule changes or other addendums to the RFP will be published in the public notice section of the City's web site: jacintocity-tx.gov (then click on "Public Notices")

The City of Jacinto City's City Hall is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact Christal Rodriguez at least 48 hours in advance at (713) 674-8424.

City of Jacinto City, Texas



Lon D. Squyres, City Manager

A. SCHEDULE OF ACTIVITIES

Thursday, August 20, 2026	RFP posted on web site and vendors notified
Thursday, August 20, 2026	Publication Date
Thursday, August 27, 2026 2:00 PM	Pre-proposal Conference City Hall 1301 Mercury Drive Houston, TX 77029

The City STRONGLY encourages all vendors to be present at this meeting.

Friday, September 4, 2026 at 5:00 PM	Deadline for questions prior to bid due date
Thursday, September 10, 2026 5:00 PM	Sealed proposals due
Thursday, September 10, 2026 6:00 PM	City Council Meeting (Bid Opening & Potential Award)
Thursday, October 1, 2026	New Contract Begins

B. INTRODUCTION

The City of Jacinto City desires competitive responses from serious solid waste services providers. The City of Jacinto City does not have solid waste service staff and requires a comprehensive solution. The **base scope** of services desired includes the solid waste collection, disposal and related management and administrative services for residential, small businesses, apartment complexes, and City facilities for a based proposal five year term.

However, all valid RFP responses are encouraged to include several separately priced items as options outside the **base scope** for the City to consider each individually. Detailed proposals are required for each with emphasis on scope limitations. Those items are:

1. Automated pickup in place of hand pick up
2. Residential recycling collection
3. Potential cost reduction items:
 - a. City to take first line customer calls
 - b. Other service provider suggestions for improved efficiency, effectiveness or customer service

Responses

In this RFP we have included our current agreement. This agreement includes the specifics for the current services, processes and procedures. It is imperative that responders are capable and willing to provide the required services or comparable services to those described in the current agreement. Response forms are included to confirm understandings and validate commitments.

The use of provided forms is intended to provide information to the evaluation team in a consistent manner for comparison. Solid waste service activities are very dynamic. The activity levels and counts provided in the RFP were based only on information available as the RFP was developed and should not be assumed precise but must be used for consistency between responses.

The response pricing information is one of the key factors in evaluation with the base rates predominate. The additional separately priced items are based on the responder's individual unique service delivery method and processes and will be considered on their own merit.

C. IMPORTANT INFORMATION TO PROPOSERS

Invitation for Proposals

The City of Jacinto City invites sealed Proposals for trash collection and disposal, and the potential collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family and multi-family dwellings. The City estimates approximately 2700 single family and 3 multi-family units to be served. The proposed scope of work is described in detail within the Current Agreement, Exhibit A.

Pre-Proposal Conference

All questions that you would like answered at the pre-proposal conference may be emailed to the contact listed on page #3 by 5:00 PM on August 26, 2026. Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. Written questions post conference will be received until September 8, 2026 at 5:00 PM. The summary of the conference and subsequent written responses will be considered an official addendum(s) to the Proposal documents.

**Proposers should read the following instructions and follow them closely.
Failure to do so may result in a proposal's disqualification.**

A Proposer who submits a proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code, without qualification, including but not limited to the following:

Select any Proposal

Waive any formality, technicality, or irregularity in proposals received

Reject any proposals, which are not legible, not complete or contain irregularities

Reject any proposals not received on or before the due date and time specified.

Obtain clarification from proposers concerning proposal

In order for your submission to be considered eligible, you must complete the following:

1. The proposal must be properly completed (in ink or type);
2. The proposal must be signed by an authorized contracting agent of your company;
3. The proposal shall be filed with the City of Jacinto City's City Secretary no later than **5:00 PM September 10, 2026.**

Required Format of Proposal

The Proposal must contain the required paperwork including ALL forms entirely completed and ALL questions answered directly where they are asked. References to company brochures and flyers will not be acceptable as an answer.

Proposals must be organized and submitted in tact with all of the information appropriately labeled in the required order show below.

1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer
2. Conflict of Interest Questionnaire
3. Proposal Form 1 – Past Performance and Experience of Contractor
4. Proposal Form 2 – Financial Qualifications
6. Proposal Form 3 – Base Service Pricing
7. Proposal Form 4 – Base Service Pricing with a Five Year Term
8. Proposal Form 5 – Weekly Residential Recycling Pricing Impact
9. Proposal Form 6 – Draft Solid Waste Agreement
10. Proposal Form 7 – Other Suggested Options

Proposal Form 1 - Past Performance and Experience of Contractor

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated? _____
2. How many years of experience does your organization have in the collection and disposal of:
Residential Garbage _____
Yard Waste _____
Recyclables _____
3. Identify similar contracts that your organization has been awarded by local governments in the Houston / Galveston region in the last five years. Include all current contracts along with their date of expiration. Use additional pages if necessary.
4. With respect to any contracts or the collection of residential garbage, yard waste and recyclables referenced above, has your organization been terminated by a Municipality or failed to complete any contract awarded to you?
5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?
 - Describe in detail the circumstances and parties involved in any matter described above.
 - Describe the parties, docket number, nature and present status of any proceeding described above.
 - Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
7. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.
 - Explain what services will be provided by each subcontractor.

Proposal Form 2 - Financial Qualifications

Provide as an attachment within this section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.

Proposal Form 3 - Service Pricing

Provide proposed rates for services as described in the Draft Agreement. Include any annual escalation factors up to five years considering RFP stated activity levels. Also separately priced items described in other forms must be included.

Proposal Form 4 - Base Service Rate Impacts with a Five Year Term

Provide revisions incremental impacts to all base service pricing if term is extended beyond 5 years. This item must not be included in the base rate fees.

Proposal Form 5 - Weekly Residential Recycling Pricing Impact

Provide incremental impact to residential monthly base service pricing if recycling is collected weekly. This item must not be included in the base rate fees.

Proposal Form 6 – Draft Solid Waste Agreement

Provide a document regarding the draft Solid Waste Agreement.

- Indicate your agreement with the draft document with qualifications that are merited.
- Indicate that the proposal including base pricing is based on the draft Solid Waste Agreement. Objective cost comparisons between multiple proposals is a priority. In lieu of providing qualified cost, include any suggested variations within Form 14, Other Suggested Options.

Proposal Form 7 - Other Suggested Options

Please list other suggested options for improved efficiency, effectiveness, or added customer value services. Include detail and costs impacts. This is not a mandatory item.

D. EVALUATION AND AWARD CRITERIA

City Council Award

All proposals will be evaluated by city staff for completeness, accuracy, competitive pricing and the ability to fulfill the contract if awarded. The staff will recommend the winning proposer to the City Council for award.

Criteria for Evaluating Proposals

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews may be conducted with the top rated proposers. On an as needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services. The evaluation will be documented and incorporated into the following evaluation criteria.

- | | |
|---|------------|
| 1. Ability and willingness to comply with draft agreement | 15% |
| 2. Quality and compliance with instructions of the proposal provided | 15% |
| 3. Base service cost for five year term | 40% |
| 4. Quality, completeness and creativity with separately priced topics. | 10% |
| 5. Experience, references and financial stability | 20% |

MUNICIPAL SOLID WASTE COLLECTION
AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 1st day of October, 2026, between the City of Jacinto City, Texas ("City"), acting by and through its duly authorized City Administrator, and ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential garbage and trash, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. Bag or Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.
- 1.02. Brush: Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length or three (3) inches in diameter, as well as debris resulting from services of a Commercial Service Provider.
- 1.03. Bulky Waste: White Goods, furniture, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods, limbs which are greater than four (4) feet in length or three (3) inches in diameter. Bulky Waste must not exceed a size and/or weight such that two men cannot handle such item.
- 1.04. Bundle or Bundles: Tree, shrub and brush trimmings or un-recycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight.
- 1.05. City: The City of Jacinto City, Texas.

- 1.06. Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.07. Construction and Demolition Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from 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.
- 1.08. Container: A receptacle with a capacity of at least 18 -20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.09. Contract Administrator: That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.10. Contractor: Waste Management of Texas, Inc.
- 1.11. Customer: The owner or tenant of a Residential Unit located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.12. Dead Animals: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.13. Disposal Site: A duly permitted sanitary landfill selected by Contractor.
- 1.14. Garbage: Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.15. Hazardous Waste: 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. §6901, *et. seq.*, as amended.
- 1.16. Medical Waste. Waste generated by health care 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 health care-related facilities which is 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). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.17. Refuse: Same as Rubbish.

1.18. Residential Unit: A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.19. Residential Waste: All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.20. Rubbish: Nonputrescible 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).

1.21. Solid Waste: 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 repressurizing 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, §§6901 et seq.), or

d) Unacceptable Waste.

1.22. Special Waste: 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, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

1.23. 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.

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

1.25. Unusual Accumulations: Any Waste placed curbside for collection in excess of the volumes permitted by this Agreement.

1.26. Waste: All Residential Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.27. White Goods: Refrigerators which 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.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Residential Waste and Waste generated at a Commercial Hand Collect Unit, subject to the terms hereof, within the corporate limits of the City, any tracts, territories and areas hereafter annexed to or acquired by City.

3. TERM:

The term of this Agreement shall commence October 1, 2026 ("Commencement Date") and continue to remain in full force and effect for a period of five (5) years; provided, however, this Agreement shall automatically renew for successive five (5) year terms, on the same terms and conditions contained herein, unless one party shall deliver to the other party written notice of its desire to terminate this Agreement upon the expiration of the then current term at least 120 days prior to the expiration of the then current term.

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rate of (a) \$11.43 per month, per Residential Unit and (b) (i) \$21.11 per month per Commercial Hand Collect Unit for twice per week waste service, and (ii) \$63.36 per month per Commercial Hand Collect Unit for six times per week service ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential/Commercial Hand Collect Collection

(a) Residential/Service:

(i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Containers or Bags twice per week during the term of this Agreement.

(ii) Contractor shall collect Commercial Waste generated at a Commercial Hand Collect Unit in the Commercial Hand Collect Unit's Containers or Bags twice per week, or six times per week, as selected by the Customer, during the term of this Agreement.

(iii) Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(b) Brushes Bundles Bulky Waste Collection: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste, Brush and Bundles, on the second collection day of each week. Unbundled Brush shall not exceed two (2) cubic yards per week. Contractor shall have no obligation to collect any Brush in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.02. Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations.

5.03. Special Waste: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.04. Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

6.01. Hours of Operation: Collection of Residential Waste shall begin no earlier than 8:00 A.M. and shall generally not extend beyond 6:00 P.M. No collection shall be made on Sunday.

6.02. Routes of Collection: Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. Holidays: The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next scheduled collection day following the holiday.

6.04. Complaints: Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packertype trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.06. Disposal: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07. Spillage: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.09. Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

6.10. Point of Contact. All dealings and contacts between Contractor and the City shall be directed between Municipal Marketing District of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) City shall provide billing and bill collection services for Residential Units and Commercial Hand Collect Units during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this

Agreement to Residential Units for the prior month. The City shall remit to Contractor payment for services to Residential Unit Customers within thirty (30) days after receipt of invoice. All past due invoices shall bear interest at the highest rate permitted by law.

(b) The City shall notify Contractor in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor, upon written direction from City, shall cease servicing such delinquent Residential Unit until notified by the City.

9. MODIFICATION TO RATES:

9.01 CPI Adjustment. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until October 1, 2014. Commencing on October 1, 2014, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

Semi Annually, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1 %) for every twenty-five cent (\$0.25) increase in the price of diesel fuel above and including \$4.15 per gallon (with a 1 % surcharge beginning at \$4.15 per gallon and a 2% surcharge at \$4.40 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy's Weekly Retail On Highway Diesel Prices for the Gulf Coast. The Energy Information Administration of the US Department of Energy currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/dieseLasp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the last Monday of June and the last Monday of December (or the first business day thereafter if such Monday is a Federal Holiday).

9.02 Additional Adjustments. Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days' prior written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City with Contractor's notice of increase as set forth above.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

(a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;

- (b) The City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An actual or threatened act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after

the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

18. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days' notice in writing. The cost of such insurance shall be borne by the

Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance". Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

19. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

20. OWNERSHIP:

Title to 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.

21. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

22. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

23. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

24. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or nonperformance of the terms set forth in this agreement, the prevailing party shall recover its attorney fees and court costs as specified in §271.159 of the Texas Local Government Code, with venue of any such action to be in Harris County, Texas.

25. 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, (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, or (iv) by prepaid telegram, telex, or facsimile to the 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. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. 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 to the City, at: City of Jacinto City, Texas
1301 Mercury Drive
Jacinto City, Texas 77029
ATTN: City Manager

If to the Contractor at: Waste Management of Texas, Inc. 3520 Pansy Pasadena, TX 77505
with a copy to: Waste Management of Texas, Inc. 9708 Giles Road Austin, Texas 78754 Attn: Senior Legal Counsel; and or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

26. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

27. STORM DEBRIS

Contractor and City understand and agree that in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to collect any storm debris resulting therefrom.

28. NON-APPROPRIATION; ACKNOWLEDGMENT BY CITY

City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. The City and

Contractor acknowledge that this contract is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code, and including the attorney's fees provisions of §271.159. Accordingly, both parties agree that governmental or sovereign immunity is not a defense to suit to enforce the terms of this contract, and that the provisions of Chapter 271 of the Local Government Code are incorporated in this contract by this reference.

29. CITY SERVICES

Contractor shall provide Solid Waste removal from all current and future City owned and operated facilities, free of charge, including City Hall, Police Station, Fire Station, Jacinto City Branch Library, City gymnasium, Wilke Park, Smith Park, Jacinto City Preschool, Heritage Hall, and City swimming pool and community building.