



Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Meeting Agenda City Council Special Meeting

Thursday, December 19, 2013

6:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Special Meeting on Thursday, December 19, 2013, at 6:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

1. AGENDA ITEMS.

13-1956

Discuss and consider action regarding storm debris removal resulting from the December 2013 ice storm that caused widespread damage in the City of Sachse.

Executive Summary

A significant ice storm that started on December 5th, 2013 caused widespread damage to trees and other vegetation in Sachse. The week following the storm, the City established a centralized debris collection site on the Animal Shelter property for residents wanting to clean up their properties prior to the scheduled bulk waste collection week (December 23rd - 28th). Storm debris removal will begin during this bulk waste collection week. The purpose of this item is to provide Council with the opportunity to continue debris removal beyond the scheduled bulk collection week.

Attachments: [Allied Contract.pdf](#)

2. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: December 16, 2013; 5:00 p.m.
Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 13-1956 **Version:** 1 **Name:** Special Meeting: Debris Removal
Type: Agenda Item **Status:** Agenda Ready
File created: 12/16/2013 **In control:** City Council Special Meeting
On agenda: 12/19/2013 **Final action:**
Title: Discuss and consider action regarding storm debris removal resulting from the December 2013 ice storm that caused widespread damage in the City of Sachse.

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Sponsors:

Indexes:

Code sections:

Attachments: [Allied Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

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Background

Costs to cleanup after extraordinary events occur are not included in the base solid waste, recycling, and bulk waste fees charged to Sachse customers. These extraordinary events include such items as riots, acts of God, acts of terrorism and severe storms; and are defined under Article IX, "Force Majeure," of the City's solid waste contract. The contract states that the "City shall negotiate in good faith the cost for all work necessary to collect additional volumes of Garbage and Rubbish resulting from such force majeure events..."

Immediately following the storm event, city staff began negotiating with Allied Waste, the City's current provider, and other providers on a fee for debris removal. In order to implement an immediate option for Sachse's citizens to remove waste from their properties, five roll-off dumpsters were placed at the City's Animal Shelter and public notices were issued informing the public of the short-term option.

Concurrent with setting dumpsters for debris collection, staff contacted several tree removal services. We learned that most of the tree trimming/removal service providers had significant backlogs of work from customers. It was going to take several weeks for residents to have the opportunity to have a professional remove damaged trees and limbs from the storm. The result is that cleaning up the City would take more than a month.

Initially, we received three quotes for removing citywide debris. These initial quotes were given at either hourly rates or per haul rates.

Republic Services quoted \$150/haul + Disposal Fees.

CWD quoted \$133/hour + Disposal Fees

Wheeler Tree Service had not provided a firm quote as of the writing of this agenda item.

After further discussions with Republic Services, staff negotiated a rate of \$1,000/day/truck for two debris removal trucks to operate in Sachse. This will amount to \$10,000 per week for debris removal for two trucks. We will anticipate 2-3 weeks for debris removal in addition to the bulk pickup week of December 23rd through 28th. The fee would be pro-rated based on the number of trucks and number of days in Sachse. Staff has the opinion that this option will be very cost-effective for the citizens of Sachse.

If the City Council authorizes the City Manager to finalize an agreement, we anticipate the following debris removal schedule:

Week of December 23rd: Bulk Pickup & Debris Removal.

Week of December 30th: Debris Removal.

Week of January 6th: Debris Removal.

Policy Considerations

City wide cleanup after a major storm event is consistent with other waste-disposal activities in the City.

Budgetary Considerations

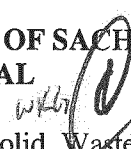
A budget amendment estimated to be between \$20,000 - \$30,000, depending on the volume of debris, will be required at a future date.

Staff Recommendations

Staff recommends that the City Council authorize the City Manager to negotiate and execute an agreement for storm debris removal resulting from the December 2013 ice storm that caused widespread damage in the City of Sachse.

Original delivered to
Terry Smith on 10/22/13

Notify Allied prior to
9/29/18 if not
renewing.

 COPY

**FIRST AMENDMENT TO AGREEMENT FOR CITY OF SACHSE
SOLID WASTE COLLECTION & DISPOSAL**

This First Amendment to Agreement for City of Sachse Solid Waste Collection & Disposal (the "Amendment") is dated effective April 2, 2013 (the "Effective Date"), by and between the **CITY OF SACHSE, TEXAS** (the "City"), and **ALLIED WASTE SYSTEMS, INC.** ("Contractor").

RECITALS

A. The City and Contractor entered into that certain Agreement for City of Sachse Solid Waste Collection & Disposal, dated September April 2, 2009 (the "Agreement"), pursuant to which Contractor agreed to provide for the collection and disposal of residential and commercial solid waste and recycling services within the City.

B. The parties desire to enter into this Amendment to extend the Agreement and modify certain provisions of the Agreement as more fully set forth in this Amendment.

AGREEMENT

The City and Contractor agree as follows:

1. **Extension of Term.** The parties agree that the term of the Agreement shall be extended for an additional five years to expire on April 2, 2018 (the "Extended Term"). At the end of the Extended Term, the parties agree that the Extended Term may be extended in accordance with Article 1 of the Agreement.

2. **Rate Increases.** The parties agree that notwithstanding anything to the contrary in Section 3.2 of the Agreement, Contractor will not implement a CPI increase until October, 2014.

3. **Additional Services.** The parties agree that Contractor shall provide the following additional services to the City beginning on each anniversary date during the Extended Term on an annual basis:

(a) **Annual Christmas Tree Collections.** Contractor agrees that, in connection with any residents Christmas trees that it collects pursuant to Section 3.3(j) of the Agreement, Contractor shall recycle such Christmas trees into mulch and return the mulch to the City.

(b) **Annual "Great American Clean Up Event".** During the City's annual "Great American Clean Up Event", from the City's residents (with proof of residency), Contractor agrees to provide the following services:

(i) **Electronic Waste and Universal Waste Collection and Disposal.** Contractor, or its subcontractor(s), shall collect one time per year. Items collected listed on Exhibit A.

(ii) Household Hazardous Waste Collection and Disposal. Contractor, or its subcontractor(s), shall provide residential collection one time per year. Items collected listed on Exhibit B. At no time will medical waste be collected at a household hazardous waste collection.

(iii) Document Shredding. Contractor, or its subcontractor(s), shall provide residential document shredding once per year at cleanup event as more fully set forth on Exhibit C. Due to healthcare confidential laws, medical records cannot be accepted.

4. Annual Donation. Beginning on each anniversary date during the Extended Term, Contractor shall provide the City with a total annual donation of \$10,000, distributed as the following: \$2,500 to City animal shelter, \$2,500 to City library collection, \$1,000 to City college scholarship, \$1,000 to 4th of July celebration, \$2,000 City beautification and park system and \$1,000 to educational purposes / calendar.

5. Insurance. The parties agree that notwithstanding anything to the contrary in Exhibit "C" of the Agreement to the contrary:

(a) The certificate of insurance shall only provide thirty (30) days notice for a cancellation; and

(b) Contractor shall not be required to carry professional services insurance.

6. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

7. Continuing Effect; Execution in Counterparts. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

In witness whereof, the parties have entered into this Amendment to be effective as of the date first written above.

Contractor:

Allied Waste Systems, Inc.

By: [Signature]
Name: BREITH COODESMAN
Title: AREA PRESIDENT

City:

City of Sachse, Texas

By: [Signature]
Name: William K George
Title: City Manager

Approved as to Form:

By: [Signature]
for Peter G. Smith, City Attorney
(09-25-13/62542)

EXHIBIT A
E-Waste and Universal Waste

[See Attached]

E-Waste & Universal Waste



Items Accepted:

- Televisions
- Computers
- Monitors
- Laptops
- Handheld Computers
- Keyboards & Mice
- Scanners/Printers/Copiers
- Fax Machines
- Telephones
- Microwave Ovens
- VCR's
- CD Players
- Stereos
- Related Cables
- Florescent Straight Tubes and Compact Lamps (CFL's)

EXHIBIT B
Household Hazardous Waste

[See Attached]

Household Hazardous Waste

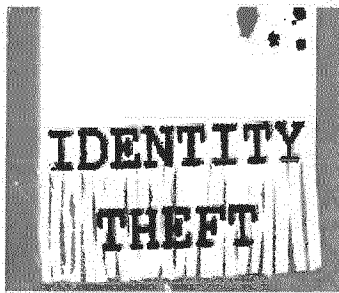


Items Accepted:

- Aerosols
- Flammables
- Toxic Liquids
- Toxic Solids
- Corrosives Acidic
- Corrosives Basic
- Oxidizers
- Batteries
- Cylinders-Propane
- Paints
- Used Oil
- Antifreeze

On-Site Document Destruction

Republic Services provides on-site shredding for secured document destruction.



STATE OF TEXAS §
 § **AGREEMENT FOR CITY OF SACHSE**
 § **SOLID WASTE COLLECTION & DISPOSAL**
COUNTY OF DALLAS §

This Agreement is made and entered into by and between the City of Sachse, Texas ("City") and Allied Waste Systems, Inc. ("Contractor"), acting by and through their respective authorized officers, and representatives.

WITNESSETH:

WHEREAS, City desires to engage the services of Contractor for the collection and disposal of residential and commercial solid waste and recyclable commodities; and

WHEREAS, the Contractor agrees to follow all Federal, State, Local and any and all applicable laws, rules and regulations pertaining to solid waste collection and disposal, and recyclable goods: and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

INITIAL TERM: 4/2/09 - 4/2/14

TERMINATION NOTICE: BEFORE 10/4/13

ARTICLE I
TERM

The initial term of this Agreement shall be effective upon execution and shall end five (5) years from said date. This Agreement may thereafter be renewed with one (1) five-year renewal, by written agreement of the parties and annual funding authorization by the City. Should either the City or Contractor elect not to renew and extend this Agreement for an additional five (5) year period, notice must be given by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of this Agreement. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Sachse City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

ARTICLE II
DEFINITIONS

Where used in this Agreement, the following terms shall have the meanings ascribed to them.

"Agreement Documents" shall mean the Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Agreement Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and this Agreement signed by Contractor and City.

"Bags" shall mean 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 thirty-five (35) pounds.

"Bin (Commercial/Industrial)" shall mean metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

"Brush" shall mean plants or grass clippings, leaves or tree trimmings.

"Bulky Wastes" shall mean stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

"Bundle" shall mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (12) cubic yards (6' x 6' x 9').

"City" shall mean: the City of Sachse, Texas.

"Commercial and Industrial Refuse" shall mean all Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

"Commercial and Industrial Unit" shall mean all premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

"Commercial Hand Collect Unit" shall mean a retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

"Commodity" shall mean material that can be sold in a spot or future market for processing and use or reuse.

"Commodity Buyer" shall mean a buyer or processor, selected by Contractor pursuant to the Agreement Documents, of Recyclable Materials delivered by Contractor.

"Consumer Price Index" shall mean Garbage & Trash collection series id: CUSR0000SEHG02 base index figure will be July, released in mid August.

"Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations.

"Contractor" shall mean Allied Waste Systems, Inc.

"Customer" shall mean an occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

"Dead Animals" shall mean animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

"Garbage" shall mean 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.

"Hazardous Waste" shall mean solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

"Landfill" shall mean a facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

"Premises" shall mean all public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

"Polycart" shall mean a rubber-wheeled receptacle with a maximum capacity of 90 - 95 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 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.

"Recyclable Materials" shall mean commodities collected by the Contractor pursuant to the Agreement Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

"Refuse" shall mean Residential Garbage and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires.

"Residential Garbage" shall mean all Garbage and Rubbish generated by a Customer at a Residential Unit.

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

"Rubbish" shall mean 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, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

"Special Waste" shall mean waste, from a non-residential source, meeting any of the following descriptions: (a) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (b) A waste transported in bulk tanker, (c) A liquid waste, (d) A sludge waste, (e) A waste from an industrial process, (f) A waste from a pollution control process, (g) Residue and debris from the cleanup of a spill or release of chemical.

"Solid Waste" shall mean all non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

"Stable Matter" shall mean 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.

"Unusual Accumulated" shall mean (a) for residences, each regular collection more than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

ARTICLE III SCOPE OF WORK

3.1 Scope of Work. Contractor agrees to provide services as set forth in Exhibit "A", City's Request for Proposal for solid waste collection and disposal and Contractor's response to

City's Request for Proposal solid waste collection and disposal. In case of conflict between the language in Exhibit "A" and this Agreement, this Agreement shall have priority. In case of conflict between the terms of this agreement and the terms of the request for proposal, or the General specifications, the terms of this agreement shall have priority.

3.2 **Fee Structure.** Contractor shall be compensated as provided in Exhibit "A." In addition, base rate adjustment for CPI, and Disposal will have an effective date of October 1, 2010 and each year thereafter. Any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld.

- (a) **CPI** – The base rate provided in Exhibit "A" shall be adjusted to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), all items as published by the U.S. Department of Labor, Bureau of Labor Statistics, Dallas – Fort Worth area. The charges shall be adjusted by using the average percentage change of July 2009 through March July 2010.
- (b) Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable cost to Contractor of any increased cost due to changes in location of disposal facilities and/or increases in disposal costs / or operating expenditures including taxes, fees and surcharges required solely by federal or state law, regulation, rule, permit condition, that was not imposed because of the action or inaction of the Contractor.

3.3 **Collection Operations.**

- (a) **Hours of Operation:** Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.
- (b) **Hours of Disposal:** Contractor shall dispose of waste within the operating hours of disposal site.
- (c) **Routes of Collection:** Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.
- (d) **Holidays:** The following shall be holidays for purposes of this Contract:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- (e) **Make-Up Collections:** Contractor may decide to observe any or all of the above mentioned holidays by suspension or collection service on the holiday, but the

Contractor must meet his obligation as required. Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- (f) Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will provide and maintain one point of contact for all Sachse customers. Sachse's point of contact shall office at the Contractor's hauling division located at 4200 E. 14th St. Plano, TX 75074.
- (g) 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 accounts serviced by Contractor in accordance with this Agreement as specified in Exhibit "A." Collection of garbage shall be made using sealed packer-type 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, where such accumulation shall be dumped. All bins, containers, trucks and any other equipment that Contractor furnished under this Agreement shall remain Contractor's property. The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Contractor shall not be responsible for any damages to pavement, curbing or other driving surfaces resulting from Contractor's providing services.
- (h) Vehicle Markings; Condition of Vehicles: 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 the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. 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.
- (i) Lease Container (Compactors): The Contractor may lease containers for waste storage to the owner or occupant of the Contractors commercial, institutional, and

industrial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Sachse. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.

- (j) Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide ten (10) hauls, at no charge, for each of three events for a total of thirty (30) hauls, at no charge, per Agreement year. If City wants more than the 30 hauls for the year, Contractor will charge city an agreed upon rate. Contractor shall furnish, at no charge, 1,000 educational fliers for each of the City's Community Clean Up events for a total of 3,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City of Sachse, pick-up schedule for recyclables and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier prior to each event.
- (k) Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Point of Contact of the City so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City may require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services. Contractor shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.
- (l) Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- (m) 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 landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a broom and shovel for this purpose.

ARTICLE IV NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Contractor, to:

Allied Waste Systems, Inc.
4200 East 14th Street
Plano, Texas 75074

With a copy to:

Allied Waste
18500 N. Contractor Way
Phoenix, AZ 85054
Attn: General Counsel

If intended for City, to:

Allen Barnes, City Manager
City of Sachse
5560 Highway 78
Sachse, Texas 75048

With copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance as set forth in Exhibit "C" attached hereto and incorporated herein.

ARTICLE VI INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY THE NEGLIGENT ACTS OF CONTRACTOR, INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER OR FOR BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON FOR WHOM CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

ARTICLE VII TERMINATION

7.1 If at any time, Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail with return receipt requested addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

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

that Contractor has failed to provide adequate refuse collection, the City Council may terminate this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 **Compliance with Laws.** Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

8.2 **Records and Audits.** Contractor shall keep full, complete and proper books, records and accounts or the gross receipts both for cash and on credit for all recyclable items as well as the weight collected Related to the services provided by Contractor for the City pursuant to this agreement. Such records shall be maintained for a period of three (3) years or such longer period as may be required by law. Said books, records and accounts, including any sales tax reports that management may be required to furnish (on payment related to the services provided by contractor for City pursuant to this agreement of all recyclable items) to any government or governmental agency, shall at all reasonable times be open to the inspection of the City, City's auditor or other authorized representatives or agents. The audit trail will be based upon but not limited to the following key elements;

- (a) Total commodity weight of materials being accepted for recycling.
- (b) A yearly sorting of materials by type to assess the composition of collected materials will be provided to the City and this composition shall be used to determine commodity profile used in preparation of the City's monthly invoice.

8.3 **Excused Performance.** Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including 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 Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.

8.4 **Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding this, either party may assign this Agreement without the other party's consent to an affiliate or successor in interest in the operations under which this work is performed.

8.5 **Title.** Contractor shall acquire title to Recyclable Material and Refuse when they are loaded into Contractor's collection vehicles. Title to and liability for any Hazardous waste shall remain with City and shall at no time pass to Contractor.

8.6 **Documentation.** Contractor shall be responsible for the cost inherent in documenting and reporting all recyclable materials accepted, purchased, sold and disposed and shall report to the City on a monthly basis.

8.7 **Independent Contractor.** Contractor and their employees will operate as an independent contractor and are not considered to be employees of the City.

8.8 **Restrictions and Conditions.** Contractor will be responsible to, adhere to and obey, any restrictions and conditions that are imposed upon the site by any authorized governmental agency or by virtue of any existing easement.

8.9 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.10 **Representation.** Both Contractor and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

8.11 **Recitals.** The recitals to this Agreement are incorporated herein.

8.12 **Governing Law.** This Agreement is governed by the laws of the State of Texas; and venue for any action shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.13 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

8.14 **Legal Construction.** In the event 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 not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.15 **Survival of Covenants.** Any of the representatives, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ARTICLE IX FORCE MAJEURE

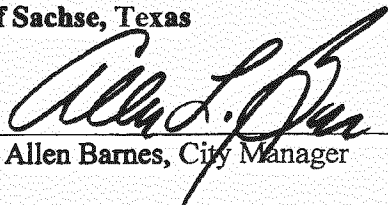
9.1 **Force Majeure:** Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor. The services required by this Agreement do not

include the collection and disposal of severe straight winds or severe storms or the like or from any act of terrorism. City shall negotiate in good faith the cost for all work necessary to collect additional volumes of Garbage and Rubbish resulting from such force majeure events; provided, however, that City may at its option seek third party cost is less than agreed amount for all work necessary to collect additional volumes of Garbage and Rubbish resulting from such force majeure events.

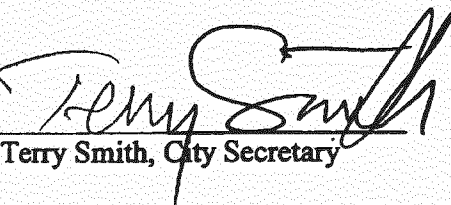
(Signature page to follow)

EXECUTED on this 2nd day of April, 2009.

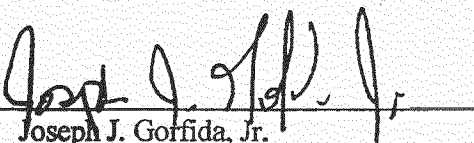
City of Sachse, Texas

By: 
Allen Barnes, City Manager

Attest:

By: 
Terry Smith, City Secretary

Approved As To Form:

By: 
Joseph J. Gorfida, Jr.
City Attorney
(JJG/cgo/33934)

EXECUTED on this 2 day of APRIL, 2009.

Allied Waste Systems, Inc.

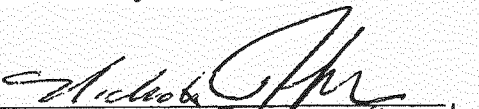
By: 
Title: Area Pres. [unclear]

EXHIBIT "A"

**SOLID WASTE COLLECTION REQUEST FOR PROPOSAL AND ALLIED WASTE
SYSTEMS, INC. RESPONSE TO PROPOSAL DATED NOVEMBER 19, 2008**

EXHIBIT "B"

ACCEPTED RECYCLABLE MATERIALS

Commodity:

Computer Printouts	Letter Head
Typing Paper	Legal Pads
Scratch Paper	Stationery (Any Color)
Bond Paper	Message Pads
Photocopy Paper	Time Cards
Adding Machine Tape	Envelopes (White & Window)
Fax (Plain Paper)	Mail
File Folders (Manila Only)	Self-Adhesive Notes
Posters	Tabulating Cards
NCR Invoices	Receipts
Newspaper Clean, dry, unsoiled newspaper	Corrugated Cardboard
Magazines Clean, dry, unsoiled newspaper	Gray Cartons
Brown Envelopes	Aluminum Cans Clean aluminum, tin/steel containers
Tin/Metal Cans	All Plastics (#1, #2 #3, #4, #5, and #7) Including wide mouth containers such as yogurt and butter tubs
Glass (Clear & Colored) Clean glass containers, bottles/jars	
Telephone Books	Other agreed upon recyclable materials

EXHIBIT "C"

INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Sachse shall, during the term of the Agreement with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All certificate(s) of insurance shall contain the following provisions:

1. List the City, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance or other employee benefit plan for work related injuries as allowed by Texas Labor Code.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, or non-renewal of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, only to the extent of the negligence of contractor.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Bidder's RFB/RFQ/RFP. If the Agreement is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the Agreement is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Special Events

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including coverage for Advertising Injury and Products coverage.

Statutory Workers Compensation or other employee benefit plan as allowed by Texas Labor Law as required by state law.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage Excess Coverage of \$ 2 million.

(If automobile or limousine service is involved even if volunteers). Automobile Liability with a minimum of \$1 million combined single limit.

Public Works and Construction

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage and (XCU) Explosion, Collapse and Underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 million Statutory Workers Compensation insurance or other employee benefit plan for work related injuries as allowed by Texas Labor Code, as required by state law.

Professional Services

EXHIBIT "A"
CITY OF SACHSE
SOLID WASTE & RECYCLING
RATE SCHEDULE

EFFECTIVE MARCH 1, 2009

Residential:

Solid Waste	1 x week	\$ 6.92
Recycle	Every other week	\$ 2.30
Bulk	1 x month limit of 12 cubic yards	\$ 2.71
	special p/u \$ 95/hr with 1 hour minimum	

Extra Cart

Solid Waste	\$ 6.00
Recycle	No charge

Replacement cost for cart: Lost, stolen or destroyed: \$ 75.00

Free service provided to city facilities

10 - 30yd rolloff provided three times per year for cleanups

Christmas tree recycling picked up two times during a 2 week period

Commercial and Industrial: Open Market

City to charge administrative and franchise fee