

SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF STAGECOACH, TEXAS

SERVICE CONTRACT

This Contract is dated as of the 1st day of December in the year 2014, between the City of STAGECOACH (hereinafter called the CITY) and WCA Waste Corporation (hereinafter called the CONTRACTOR).

Witnesseth: the CITY and the CONTRACTOR, in consideration of mutual covenants hereinafter set forth, agree as follows:

GENERAL DESCRIPTION OF SERVICES

For and in consideration of the compliance by the CONTRACTOR with the covenants and conditions herein set forth and the ordinances and regulations of the CITY governing the collection and disposal of solid waste, the CITY grants to the CONTRACTOR a franchise for use of designated public streets, alleys and access roadways within the corporate limits of the CITY for the purpose of providing collection services for residential, commercial and industrial waste except for hazardous waste and biosolids. The CONTRACTOR shall provide all supervision, materials, equipment, labor, insurance and all other skills and property required to fulfill each of its obligations under this agreement.

ARTICLE 2.0 – CONTRACT DOCUMENTS

The Contract documents, all of which are attached hereto and made a part hereof, comprise the entire Agreement between the CITY and the CONTRACTOR with respect to the transaction and services hereby contemplated. Execution of the Contract is a representation that the CONTRACTOR has become familiar with all laws, rules, regulations, ordinances and restrictions applicable to, governing or affecting the services to be provided by the CONTRACTOR hereunder.

ARTICLE 3.0 – CONTRACT TERM

The initial term of the Contract is for three (3) years commencing on the 1st day of December 2014. Following the end of the initial three (3) year term (as well as all subsequent terms under this franchise), the expiring term shall automatically renew for an additional (3) year period, unless the City or Contractor notifies the other party, in writing, and not less than 90 days prior to the end of the term, that the party elects to terminate this contract.

ARTICLE 4.0 – STARTING DATE

The starting date for which the CONTRACTOR shall begin providing the services required hereunder shall be December 1st, 2014.

ARTICLE 5.0 – DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

Bags – Plastic container designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed 40 pounds.

Bin/dumpster – Metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

Biosolids – Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment plant.

Bulky Waste – Furniture, appliances and other household items too large for a refuse container.

Commercial/Industrial Refuse – All bulky waste, construction debris, garbage, rubbish and other waste generated by a producer at a commercial or industrial unit.

Commercial/Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the CITY and not a residential unit as defined herein.

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

Contract Area – The geographical boundaries of the CITY limits within which the CONTRACTOR will provide services.

Contractor – The Individual, Corporation or Partnership with whom the CITY has executed the service contract.

Customers – Those occupants of designated residential units and/or commercial and industrial units as defined herein, that are located within the CITY limits and the generated solid waste and/or recyclable materials, as defined herein.

Disposal Facility – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separations centers, licensed, permitted or approved to receive municipal solid waste for processing or final disposal by Texas Commission on Environmental Quality and other agencies having jurisdiction and requiring such licenses, permits and approval.

Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, nonputrescible, combustible, and incombustible materials, such as organic wastes from food

preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, school and hospitals.

Green Waste – Grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar material, which are generated in the maintenance of yards and gardens, and are separated from other solid waste materials.

Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

Processing Facility – A facility capable of changing the nature of solid waste or separating solid waste to facilitate its re-use in lieu of disposal.

Recyclables – Materials recovered from the solid waste stream for the purposes of re-use or reclamation. Includes, but not limited to; newsprint, inserts, glass, food and beverage containers, plastic containers, aluminum and other commodities economically impacting waste reduction.

Residential Refuse – All garbage and rubbish generated at a residential unit.

Residential Unit – A dwelling occupied by a person or group of persons, including but not limited to apartments, condominiums, mobile homes and single-family dwellings, and receiving any utilities from the CITY. Each dwelling within any such residential unit, which is individually billed by the CITY for water and/or sewer services, shall be treated as a residential unit. Other multiple residential facilities not billed individually, such as apartment complexes, shall be considered as a commercial unit for the purposes of this contract.

Roll-Off Container – Large collection container with open or closed top that can be rolled onto the back of a truck. Generally, in excess of 20 cubic yards capacity.

Rubbish – All nonputrescible solid waste including wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, and other products such as are used for packing, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Garbage or Hazardous Waste.

Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection, transportation and disposal to prevent environmental pollution unfavorable to public health, safety and welfare.

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.

ARTICLE 6.0 – RESIDENTIAL REFUSE COLLECTION

6.1 Service Provided

- A. The CONTRACTOR shall provide curbside collection service for residential refuse at each residential unit one time per week. Contractor will provide curbside collection once per week for collection of recyclable materials contained in the 18 gallon bin provided by WCA.
- B. The CONTRACTOR will provide front-door collection of garbage and/or Recyclables for senior and disabled residents and will make this service available to any resident as requested by the CITY.

6.2 Time of Collection

Collection of residential refuse shall not start before 7:00 A.M. and may not continue after 7:00 P.M. Exception to collection hours shall be effected only upon mutual agreement of the CITY and the CONTRACTOR, or when the CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

6.3 Days of Collection

The days of collection will be on a consistent schedule throughout the Contract area. Curbside solid waste collection and recycling will be collected every Monday. Scheduled days of collection are limited to Monday through Saturday. No regularly scheduled collection shall be allowed on Sunday.

6.4 Holidays

The CONTRACTOR may decide to observe any holidays by suspension of collection service on the holiday, but such decision in no manner relieves the CONTRACTOR of the obligation to provide collection service at least once per week.

ARTICLE 7.0 – RESIDENTIAL BRUSH AND TREE TRIMMING COLLECTION

7.1 Service Provided

- A. The CONTRACTOR shall provide once per month curbside collection of brush and tree trimmings at residential units. The CONTRACTOR shall take all brush and tree

limbs not longer than four (4) feet, and stacked in a pile not to exceed four (4) feet in height, and does not exceed four (4) feet in width. Tree limbs larger than four (4) inches in diameter will not be collected.

- B. In the event that brush and/or tree trimming set out for collection do not meet the specification above, the CONTRACTOR shall leave a printed explanation notice for the customer.

7.2 Time and Place of Collection

Normal collection points for residential brush and tree trimmings shall be at curbside near the driveway. Brush and tree trimmings shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water. All brush and tree trimmings will normally be picked up on the first scheduled collection day of the week.

ARTICLE 8.0 – RESIDENTIAL BULKY WASTE COLLECTION

8.1 Service Provided

- A. The CONTRACTOR shall provide curbside collection of furniture, appliances and other items too large for residential refuse containers. All bulky items must be acceptable for disposal at a Type I municipal solid waste landfill.
- B. Service shall be provided to all customers in residential units located within the Contract area, for the benefit of customers who are currently living in the unit or who have recently vacated the unit.

8.2 Time and Place of Collection

The CONTRACTOR shall provide curbside collection of residential bulky waste within one week of notification by customer at a designated toll-free number, provided to the CITY. The customer shall be given a date and time for which collection will occur.

ARTICLE 9.0 – RESIDENTIAL AND COMMERCIAL RECYCLABLE COLLECTION

9.1 Service Provided

- A. The CONTRACTOR shall provide once per week curbside collection of recyclables from a recyclable container provided by the CONTRACTOR.
- B. The CONTRACTOR will provide the initial recyclables containers to all residential units at no cost to the customers. The CONTRACTOR will deliver a recycle bin to new customers within one week of notification by the CITY.

9.2 Time and Place of Collection

The CONTRACTOR shall provide curbside collection of recyclable commodities once per week within the Contract area. Collection days are Monday. Normal collection points for residential recyclables shall be at curbside (adjacent to roadway).

9.3 Materials to be Collected

The CONTRACTOR shall furnish all labor, supervision, and equipment necessary to provide curbside recyclable collection for residential units within the Contract area as follows:

- A. The CONTRACTOR shall collect the following materials. newspapers, magazines, junk mail, colored paper, paper bags, file folders, phone books, greeting cards, cardboard, paperboard, plastics #1 - #5 and #7, metal pots and pans, glass bottles/jars, aluminum cans/foil, steel/tin cans, and gutters, copper and scrap. If unacceptable materials are placed in the container, the CONTRACTOR shall collect all acceptable materials and leave the unacceptable materials with a clearly explanatory printed notice to the customer.
- B. The CONTRACTOR shall be responsible for collecting overflow recyclables placed on top of or beside the recyclables container.
- C. The CONTRACTOR may add new recyclable materials only if it is demonstrated that an economical market exists for the material and with approval of City Council.
- D. The CONTRACTOR shall not dispose recyclables in a landfill, without prior written consent by the CITY.
- E. The CONTRACTOR understands that recyclable commodities service is provided to residents of the CITY of Stagecoach. It shall be the CONTRACTOR's responsibility to deliver a recyclable container to newly designated households in advance of the first collection date for each household. It will be the resident's responsibility to contact WCA to set up new trash/recycling services, not the CITY's.

ARTICLE 10.0 – COMMERCIAL/INDUSTRIAL COLLECTION

10.1 Services Provided

- A. The CONTRACTOR shall provide collection service for the collection of commercial/industrial refuses to all commercial/industrial units in accordance with individual agreements with generators at rates specified in the Proposal.

10.2 Location of Bins and Containers

A. Each bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. The CONTRACTOR may decline to collect refuse in bins not so placed. Bins cannot block the visibility triangle at intersections.

10.3 Time of Collection

In no event, however, will collection service begin before 7:00 A.M. or after 7:00 P.M. where service is adjacent to residential units.

10.4 Roll-Off Container Service

The CONTRACTOR shall provide permanent or temporary roll-off containers and/or compactors for special collections of bulky waste, construction debris or stable matter when requested by commercial/industrial units at rates established in the attached Exhibit "A" and in accordance with individual agreement with generators.

ARTICLE 11.0 – COMPLAINTS REGARDING SERVICE/SPILLAGE

11.1 Complaint Receipt and Handling

A. All customer complaints shall be initially directed to the CONTRACTOR for handling. The CONTRACTOR shall make provisions for receiving and resolving customer complaints and service issues pertaining to all services under this agreement. Complaints received by the CITY shall be forwarded to the CONTRACTOR immediately and it shall be the duty of the CONTRACTOR to take whatever steps may be required to remedy the cause of the complaint and to notify the CITY of its disposition within twenty-four (24) hours after receipt. In the event of alleged missed scheduled collection, the CONTRACTOR shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse within twenty-four (24) hours after receiving the complaint.

ARTICLE 12.0 – COLLECTION AND TRANSPORT OF REFUSE

12.1 Appearance

The CONTRACTOR shall ensure that all collection and transport service equipment is in good condition and repair, and attractively painted and clean looking in appearance. The CITY shall have the right to inspect and approve appearance of collection service equipment.

12.2 Due Diligence

- A. The CONTRACTOR shall exercise the utmost care and diligence in the performance of the work required by the Contract documents. Every effort must be made to prevent spillage during the collection process. However, in the event that solid waste is spilled, the collector shall immediately clean up the material before leaving the location of the spillage.
- B. The CONTRACTOR shall be solely responsible for all damages to containers and property resulting from the CONTRACTOR's actions or omissions.

12.3 Vehicles

- A. The CONTRACTOR shall provide and maintain during the entire period of the Contract a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required by the contract. The vehicles must contain all residential and commercial/industrial refuse, bulky waste and recyclables so that no material is spilled, leaked, or blown from the vehicle during its transit to the identified disposal site.
- B. The CONTRACTOR shall maintain collection vehicles in good repair at all times. All parts and systems of the collection vehicles shall be operated and maintained properly. Any leakage or spills of fuels, lubricants, or oil from or by collection vehicles shall be cleaned up immediately before leaving the location of the spill or leak and immediately reported to the CITY. It shall be the CONTRACTOR's responsibility to repair or replace property damaged by the CONTRACTOR. The CONTRACTOR shall save, defend, indemnify, and hold the CITY harmless from and against any claims, demands, costs, suits, and liabilities asserted by an individual or entity for injuries to persons or damage to property arising in any way from or incident to the breakdown or disrepair of any of the CONTRACTOR's vehicles and other equipment or any leakage, spills of fuels, lubricants, oil, chemicals, emissions, noise, or pollutants discharged therefore.
- C. The CONTRACTOR's vehicles and other equipment must be clearly identified. This identification shall be affixed to each vehicle and piece of equipment. All vehicles and equipment used in collection and transport service shall be in good repair, clean, well maintained and free of excessive noise, odor or emission.

ARTICLE 13.0 – PRICE AND METHOD OF PAYMENT

13.1 Contractor's Compensation

- A. On or before the 10th business day of each month after the work has been performed, the CONTRACTOR shall bill the residents directly for the solid waste and recycling

services provided at the rates and upon the terms provided in this agreement (see Exhibit "A", Schedule of Fees, Unit Price)

- B. Contractor shall pay to the City a \$2.00 per month per household fee under this franchise. Payments shall be made directory to the City of Stagecoach.

13.2 New Customers

New customers must come to the CITY requesting solid waste collection and disposal. However it is the responsibility of the customer to contact WCA directly for the setup of residential trash and recycling services.

ARTICLE 14.0 – MODIFICATION OF CONTRACT RATES

14.1 Contract Term

- A. The unit prices specified in the CONTRACTOR's Cost, see attached Exhibit "A", shall not be subject to change during the first year of the term hereof. The Contract prices constitute the total compensation payable to the CONTRACTOR for services performed pursuant to the Contract documents.
- B. The rates which may be charged for the second and subsequent years of the term of the Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston area), as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- C. It is the responsibility of the CONTRACTOR to initiate any and all rate modifications. The increase or decrease in the fees, which may be charged by the CONTRACTOR.
- D. Any adjustments to change the rates charged for collection services shall be reviewed and considered by the CITY staff for recommendation to the City Council. The CONTRACTOR may petition the CITY, in writing, for an increase in the rates established hereunder by submitting documentation to support the requested increase. The CONTRACTOR agrees to provide all documentation and information requested by the CITY staff and/or the CITY Council. Any increase must be approved by the CITY Council.

ARTICLE 15.0 – STREET USE/FRANCHISE FEE

The CITY recognizes that, as a franchisee, the CONTRACTOR must use street and alleys of the CITY. In order to assist in the maintenance of those streets and alleys and also, in order to compensate the CITY in the administration of this franchise, a two percent (2%) franchise fee for

all work performed under this Agreement for which the CONTRACTOR has been paid will be remitted to the CITY, by being deducted from the invoice.

ARTICLE 16.0 – TERMINATION FOR CAUSE

The CITY may terminate the Contract for cause upon any of the following events of default:

- A. If, in the CITY's sole discretion, the CONTRACTOR fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under the Contract documents and, unless otherwise provided herein, the CONTRACTOR shall fail to cure such default within thirty (30) calendar days of its receipt of written notice from the CITY specifying the conditions in which the CONTRACTOR has failed to perform. Such termination may be stayed at the sole option of the CITY, pending cure of the default if action to cure begins during the thirty (30) day period and is successfully completed.
- B. If the CONTRACTOR is adjudicated a voluntary or involuntary bankrupt, or a petition is filed by or against the CONTRACTOR to declare the CONTRACTOR bankrupt, or if the CONTRACTOR is subject to the appointment of a receiver or trustee and fails to have the receiver or trustee removed within sixty (60) days, or if any assignment of the CONTRACTOR's becomes insolvent, or is unable to pay its debt as they become due.
- C. If the CONTRACTOR fails to provide and maintain the performance bond as required by the contract; fails to obtain or maintain the insurance policies and endorsements as required by the contract; or fails to provide the proof of insurance as required by the contract.

17.1 Insurance

The CONTRACTOR shall comply with all applicable laws relating to Workmen's Compensation and shall carry insurance, at its own expense, with responsible insurance companies acceptable to the CITY of the types and in the minimum amounts set forth in Exhibit "B" attached hereto. Unless prohibited by law, all policies of insurance held or obtained by the CONTRACTOR and each of its subcontractors, whether required by the Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against the CITY, their officers, directors, agents, employees, and invitees, for injuries, death, losses and/or damages covered by such policies. The CONTRACTOR shall have its insurance carriers deposit with the CITY before starting any work under this Contract certificates of insurance showing all insurance coverage and providing for not less than ten (10) days prior written notice of cancellation, reduction or other material change. Failure to maintain said insurance, approved as aforesaid, shall constitute sufficient grounds for immediate cancellation or suspension of this Contract by the CITY.

ARTICLE 18.0 – INDEMNIFICATION

The CONTRACTOR will indemnify, save harmless, and exempt the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants, and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceeding, claims, demands, damages, cost, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants and employees.

The CONTRACTOR shall assume all responsibilities for, including control and removal of, and indemnify and hold the CITY harmless against and from loss, cost of damage arising from pollution or contamination which originates above the surface of the land or water:

From spills or leaks of fuels, lubricants, motor oils, paints, solvents, garbage, rubbish, sewage, sludge and other materials in the CONTRACTOR's possession and control, whether or not caused by the negligence of the CONTRACTOR.

18.1 Pollution Control and Removal

Without relieving the CONTRACTOR of any of its obligations above provided, it is agreed that the CITY may take part to any degree it deems necessary in the control and removal of any pollution or contamination which is the responsibility of the CONTRACTOR under the foregoing provisions; and the CONTRACTOR shall reimburse the CITY for the cost thereof.

ARTICLE 19.0 – REPRESENTATIONS AND RESPONSIBILITIES

It is the responsibility of the CONTRACTOR to be familiar with the nature and extent of the Contract documents, work, locality, and with all local conditions, regulations and laws that in any manner may affect cost, progress or performance of the work. The CONTRACTOR has made examinations, investigations and studies of all reports and related data as deemed necessary for the performance of the work at the Contract price, within the Contract term and in accordance with the other terms and conditions of the Contract documents; and no additional examination, investigations, reports or similar data are or will be required by the CONTRACTOR for such purpose.

19.1 Independent Contractor

The CONTRACTOR shall be an independent contractor with respect to all work done and services performed hereunder, and neither the CONTRACTOR nor anyone used or employed by the CONTRACTOR shall be deemed for any purpose to be the agent, servants or representative of the CITY in the performance of such work or services or any part thereof, or in any matter dealt with herein, and the CITY shall have no direction or

control of the CONTRACTOR, or its employees and agents, except in the results to be obtained. It is understood that by this provision, neither party is assuming any liability for the actions or omission of the other party, except as is stated in this contract.

Should there be a change in the CONTRACTOR's name or ownership by a merger or take-over by another entity, or any such event, this Contract is not subject to change and shall be upheld throughout the life of the agreement period or until the CITY so chooses to change.

19.2 Subcontractors and Assignments

- A. The CONTRACTOR shall not subcontract any part of its responsibility under this Agreement without the approval of the CITY. All work performed for the CONTRACTOR by a subcontractor will be performed in accordance with the Contract documents, and the rights of the CITY shall be preserved and protected so that subcontracting of the work under the Contract will not prejudice those rights.
- B. The Obligations of the CONTRACTOR pursuant to the Contract documents are not to be transferred, or assigned to any person or organization without the express written consent of the CITY. In the event of any such assignment, the assignee shall comply with any conditions that the CITY may reasonably require. Any such assignment shall not relieve or excuse the CONTRACTOR from responsibility for performance to the CITY in the event the assignee does not fully perform all work and other obligations of the CONTRACTOR under the contract.

Laws, Taxes and Fees

The CONTRACTOR agrees that it shall comply with all laws, policies, ordinances, codes, rules and regulations, and shall pay all taxes and fees which may be chargeable against the performance of the work or incidental to the contract.

Reports and Accidents

The CONTRACTOR shall report to the CITY as soon as practicable all accidents or occurrences resulting in injuries to the CONTRACTOR's employees, agents, licensees, or invitees, or damage to property arising out of or during the course of the work or services performed for the CITY by the CONTRACTOR or of any subcontractor of the CONTRACTOR, and when requested, shall furnish the CITY with a copy of reports made by the CONTRACTOR to the CONTRACTOR's insurer or to others of such accidents or occurrences.

MISCELLANEOUS PROVISIONS

Force Majeure

This Contract is subject to all laws, orders, rules and regulations, and neither the CITY nor the CONTRACTOR shall be liable for any delay or damage due, occasioned or caused as a result of such laws, orders, rules or regulations, or by action of the elements, or causes beyond the control of the parties; and any delay due to above causes or any of them, shall not be deemed to be a breach of or failure to perform this contract, or any part thereof. In the event of such a force majeure, the CONTRACTOR shall give the CITY prompt telephone notification followed by written notice of the particulars and estimated duration of said force majeure. During such period or periods of time, a deduction in the proportional charge for collection and removal of refuse and/or recyclables at the prevailing rates shall be made. The CONTRACTOR must make a reasonable effort to resume service as soon as possible.

Storm Related Debris

The CONTRACTOR shall provide the CITY with additional services for the removal of storm related debris to include; bagged leaves and green waste; cut limbs and brush stacked in piles not to exceed four feet long and four feet wide; damaged fencing material; damaged carpet; and similar storm related debris. Additional services to be provided by the CONTRACTOR shall include; grapple trucks or similar equipment capable of self loading material; delivery, hauling, and removal of additional containers sufficient for containing and removing storm related debris. The total annual amount of storm related debris removal services shall not exceed 1,520 cubic yards.

CONTRACTOR and CITY agree that the CONTRACTOR may submit, as requested by CITY, a proposal for costs associated with removal of additional storm related debris for any volume that exceeds the specified annual amount. The CITY may, at its sole option, enter into a separate agreement with CONTRACTOR for the purpose of removing additional storm related debris. However, the CONTRACTOR is under no obligation to provide services for the removal of storm related debris that exceeds the specified annual amount.

Notices

All notices required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the addresses following:

CITY:

City of Stagecoach
Mayor Galen Mansee
16930 Boot Hill Rd.
Stagecoach, TX 77355

CONTRACTOR:

WCA
8515 Hwy 6 South
Houston, Texas 77083

All notices shall be deemed to have been properly served when delivered by the mail or delivered by confirmed facsimile.

Change Orders and Modifications

Any change order or modifications to the Contract must be mutually agreed upon by the parties and be incorporated by written amendment(s) to the contract. The City Manager and/or the CITY Council shall have the authority to change or modify the Contract on behalf of the CITY.

Ownership

Title to refuse, rubbish and other waste to be collected under the term of this Agreement shall pass to the CONTRACTOR when placed in the CONTRACTOR's collection vehicle, removed by the CONTRACTOR from a bin or container, or removed by the CONTRACTOR from the customer's premises, whichever first occurs.

Federal and State and Local Law to Apply

This Agreement shall be construed under and in accordance with Federal, State and Local Laws and all obligations of the parties created hereunder are performable in Montgomery County, Texas

Entire Agreement

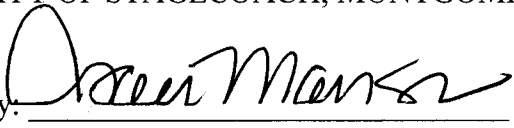
This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by ordinance adopted by the CITY.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without any such part, parts or portions which may, for any reason, be hereafter declared invalid.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the day and year first written above.

The Contract will be effective on December 1, 2014

CITY OF STAGECOACH, MONTGOMERY COUNTY, TEXAS

By: 

Galen Mansee
Mayor

ATTEST:

By: _____

Terry Ramey
Contractor

EXHIBIT A – PRICING

RESIDENTIAL SERVICE MATRIX:

<u>COLLECTION OF SOLID WASTE</u>	\$21.04 per home, per month
Once-weekly curbside solid waste collection on Monday	
Once-weekly curbside recycling collection on Monday	
Seniors and Disabled	\$12.44 per home, per month

<u>BULK WASTE COLLECTION:</u>	First Friday of the month	(Included in rate above)
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COMMERCIAL SERVICE MATRIX (*):

Frequency per Week	1	2	3	4	5	6	Extra PU
2yd	\$65						\$25
3yd	\$85						\$25
4yd	\$100.00						\$30
6yd	\$110.00						\$35