

WASTE DISPOSAL AGREEMENT
BETWEEN
THE CITY OF CORPUS CHRISTI
AND
KILLIAN CALDERON DISPOSAL, LLC

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WASTE DISPOSAL AGREEMENT

This Waste Disposal Agreement ("Agreement") between the City of Corpus Christi ("the City") and Killian Calderon Disposal, LLC ("Hauler"), requires the City to accept, process, and dispose of acceptable solid waste brought by the Hauler to the City's Cefé Valenzuela Municipal Landfill ("Landfill"), with its entrance on County Road 20 in Nueces County, Texas, and requires the Hauler to deliver to the Landfill and pay for the disposal of a minimum volume of acceptable Solid Waste under the terms and conditions of this Agreement.

The parties agree to the following:

ARTICLE 1. GENERAL PROVISIONS

1.1 Definitions. The following words and phrases have the following meanings when used in this Agreement:

Acceptable waste means garbage, litter, refuse, rubbish, yard waste, heavy brush, debris, and construction/demolition materials, but does not include hazardous, medical, or unacceptable waste.

Act means the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901, et seq.

Bulky items means indoor and outdoor furniture, mattresses and box springs, carpet, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and large household appliances.

CERCLA means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.

Clean wood waste means individual pieces of wood of the type normally sold by lumber yards and home improvement centers that is free of hardware and other large fasteners, such as hinges, hurricane straps, latches, etc., and is not attached to concrete, wallboard, roofing materials, or other construction materials.

Coastal Bend Council of Governments' Region ("CBCOG Region") means Aransas, Bee, Brooks, Duval, Jim Wells, Live Oak, Kenedy, Kleberg, McMullen, Nueces, San Patricio, and Refugio Counties.

Construction/demolition materials means waste resulting from construction or demolition projects, including brick, concrete, concrete rubble, gypsum board, lumber, sheetrock, roofing materials, fixtures (such as bath tubs, shower stalls, sinks, and toilets), and remodeling debris (such as cabinets, ceramic tile, Formica, and similar items).

Debris means large waste materials, such as construction/demolition materials, ashes, roofing materials, dirt, automobile frames, tires, or other bulky heavy materials.

Effective date means November 12, 2016.

Force Majeure means any event or condition, whether affecting the Landfill, the City, or the Hauler, that has, or may reasonably be expected to have, a material adverse effect on a party's obligation under this Agreement or on the Landfill, if the event or condition is beyond the reasonable control, based on sound management or industry practices, and not the result of willful or negligent action or a lack of reasonable diligence, of the party ("non-performing party") relying the event or condition as justification for not performing any obligation or complying with any condition required of the party under this Agreement. The following events or condition shall, if they meet the requirements of the preceding sentence, constitute a Force Majeure:

- (a) An act of God, storm, flood, or similar occurrence (except for weather conditions normal for the area) landslide, earthquake, fire, or other casualty, an act of the public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence.
- (b) The order or judgment of any Federal, State, or local court, administrative agency, or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the non-performing party, and the non-performing party does not control the administrative agency or governmental officer or body, provided that the diligent contest in good faith of any order or judgment does not constitute or may not be construed as a willful or negligent action or a lack of reasonable diligence of the non-performing party.
- (c) The adoption, promulgation, issuance, material modification, or change in interpretation, after the date of this Agreement, of any Federal, State, or local law, regulation, rule, requirement, or ordinance. (A law, regulation, rule, requirement, or ordinance is duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, when it is in provisional, interim, or final form and effective or to become effective without any further action by any Federal, State or local governmental body, administrative agency, or governmental official having jurisdiction.)
- (d) The failure of the City or public utilities having operational jurisdiction in the area of the Landfill to provide, maintain, and assure the maintenance of all utilities, services, sewerage, and water lines essential to the operation of the Landfill, except a failure caused by the gross negligence, willful action, or a lack of reasonable diligence by the City.
- (e) A strike, lockout, or other similar labor action.
- (f) The failure to obtain or maintain any essential permit or license from any governmental unit.

Garbage means putrescible animal or vegetable matter, such as waste material and refuse

usually associated with the preparation of food from kitchens, residences, grocery stores, butcher shops, restaurants, cafes, hotels, rooming houses, and boardinghouses, but does not include sewage, body waste, or industrial byproducts.

Generator means the person that creates a solid waste. For the purposes of this Agreement, a construction or repair contractor or landscape or tree service is considered to be the generator of any solid waste that is produced by the contractor or service or results from the contractor's or service's work on the premises of a customer. A business or commercial establishment is considered the generator of any packaging materials on products delivered to a customer, which are returned to the business or commercial establishment that made the delivery.

Hauler's historical volume means the tonnage the hauler delivered to the City's J. C. Elliott Landfill, or the City's Cefé Valenzuela Landfill, if applicable, during the year immediately prior to the hauler's initial Waste Disposal Agreement with the City.

Hazardous waste means:

(a) Any waste, material, or substance, which by reason of its composition or characteristic is regulated as a toxic or hazardous waste or hazardous substance under applicable laws, including without limitation:

(i) The Solid Waste Disposal Act, also known as the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901, et seq., as replaced or amended from time to time, and the rules, regulations, written policies, or written guidelines promulgated the Act (including without limitation, 40 C.F.R. Section 261.4, which generally excepts household waste from the definition of Hazardous Waste).

(ii) The Toxic Substances Control Act, 15 U.S.C. 260, et seq., as replaced or amended from time to time, and the rules, regulations and written policies and written guidelines promulgated the Act.

(iii) Any State law or regulation of governing the storage, transportation, and disposal of solid waste, hazardous waste, toxic materials, or hazardous substances, including but not limited to the Texas Solid Waste Disposal Act, Texas Health and Safety Code, Chapter 361, and 30 Texas Administrative Code Chapter 330.

(b) Radioactive material, which is source, special, nuclear, or by-products material within the meaning of the Atomic Energy Act of 1954, as replaced or amended from time to time, and the rules, regulations, and written policies or written guidelines promulgated under the Act.

(c) Any other waste, material, or substance, which is characterized or defined to be toxic or hazardous by the State of Texas, TCEQ, or USEPA with respect to the Landfill or by any other Federal or State regulatory agency having jurisdiction over the Landfill under any written regulation, policy, guideline, or order having the force of law.

(d) Notwithstanding the above, if the TCEQ or USEPA determine by written regulation, policy, guideline, or having the force of law in relation to:

(i) A waste, material, or substance, which is not considered toxic or hazardous as of the effective date of this Agreement, is toxic or hazardous, then the waste, material, or substance shall, from the effective date of the determination by TCEQ or USEPA, constitute a hazardous waste for purposes of this Agreement.

(ii) A waste, material, or substance, which is considered toxic or hazardous as of the effective date of this Agreement, is not toxic or hazardous, then such waste, material, or substance shall, from the effective date of the determination by TCEQ or USEPA, no longer constitute a hazardous waste for the purposes of this Agreement.

Heavy brush means tree and shrub limbs and trimmings, which are greater than three (3) inches in diameter, tree trunks, root balls, and other large plant matter.

Household appliance means general household appliance that will not fit into a refuse receptacle including:

Non-metal appliance, such as a television set, stereo system, video cassette recorder (VCR), microwave oven, and other similar item constructed primarily of plastic or other non-metallic parts

Metal appliance, such as a stove, cooking range, oven, dishwasher, washing machine, clothes dryer, refrigerator, window air conditioning unit, water heater, lawn mower or edger, and other similar items constructed primarily of metal parts.

Household waste means garbage, rubbish, litter, refuse, yard waste, debris, and limited construction/demolition materials commonly generated by a residential household.

Jurisdictional waste means waste collected within the City or its industrial districts.

Landfill means the City's Cefé Valenzuela Municipal Landfill located in Nueces County, Texas.

Litter means any rubbish, paper, napkins, straws, cups or containers made of paper, plastic, Styrofoam (or other similar material), bottles, glass, candy or gum wrappers, remnants of food, cans, or remnant or parts thereof, or any material of an unsanitary nature.

Medical waste means waste generated by health-care related facilities and associated health-care activities, including veterinary services, but not including garbage or rubbish generated from offices, kitchens, or other non-health-care activities.

Published disposal rate means the published tipping rate for commercial vehicles based on weight published in Section 21-41(e)(2)A, less the difference between the municipal solid waste system service charge published in Section 21-47(b)(1) and the credit published in Section 21-47(b)(5) and any applicable State or Federal fees.

Recyclable means a waste material that has been designated by the Director for inclusion in the City's recycling program, that has a useful physical or chemical property after serving its original purpose, or that may be reused, sold as a commodity, or converted into another product.

Refuse means a mixture of garbage, rubbish, and other waste that are normally placed in a receptacle for collection and disposal, but does not include yard waste, heavy brush, debris, or construction/demolition materials.

Rubbish means non-decayable solid waste, excluding ashes, that consist of combustible materials, such as paper, rags, cartons, wood, rubber, plastics, and similar materials, and noncombustible matter, such as glass, crockery, metal cans, and similar materials that do not burn at ordinary incinerator temperatures.

Site Operating Plan means the site operating plan for the City's Cefé Valenzuela Municipal Landfill generally applicable to customers utilizing the Landfill, as determined by the City.

Solid waste means garbage, rubbish, litter, refuse, yard waste, heavy brush, debris, and construction/demolition materials.

Tipping fee rate means the rate charged to a commercial vehicle disposing of solid waste at the City disposal site.

TCEQ means Texas Commission on Environmental Quality.

Ton means 2,000 pounds.

Trash means a single item of rubbish, not otherwise defined as debris or construction/demolition material, but including a small household appliance that will not fit into a conventional refuse receptacle.

Unacceptable waste means waste that the City is not allowed to accept under the rules issued by the TCEQ or the Site Operating Plan.

USEPA means the United States Environmental Protection Agency.

Yard waste means grass clippings, weeds, leaves, mulch, small trees and shrub limbs, which are less than three (3) inches in diameter and less than five (5) feet in length, and other similar plant matter.

1.2 Interpretation. In this Agreement, unless the context otherwise requires, words of masculine



gender means and include correlative words of feminine and neuter genders and words importing the similar number means and include the plural number and vice versa.

1.3 Term.

1.3.1. Unless sooner terminated under the terms of this Agreement, this Agreement is in effect for a term of 11 years subject to extension by the mutual agreement of the parties.

1.3.2 Upon expiration of the term, the Hauler's obligations to deliver acceptable waste and the City's obligations to accept, process, and dispose of acceptable waste shall terminate.

1.3.3 However, the provisions of Article 8 and Sections 12.3, 14.18, and 14.19 shall survive the termination of this Agreement.

1.4 Hauler Required to Obtain City Permits. The Hauler must obtain a solid waste hauler's permit as required by applicable City ordinances.

ARTICLE 2. ACCEPTABLE WASTE

2.1 Acceptable Waste.

2.1.1 The Hauler shall deliver only acceptable waste.

2.1.2 Any acceptable waste co-mingled with hazardous, medical, or unacceptable waste will be considered unacceptable waste.

2.1.3 At any time, the City and Hauler mutually may agree in writing that any materials, which are defined as unacceptable waste in Section 1.1. of this Agreement, should in the future be reclassified as acceptable waste.

2.2 Guaranteed Tonnage.

2.2.1 Commencing on the Effective Date, the Hauler shall deliver not less than 2,000 tons per year ("guaranteed annual tonnage") of acceptable waste the Hauler collects within the boundaries of the Coastal Bend Council of Governments' Region ("CBCOG Region"), and the City guarantees that it will accept the waste.

2.2.1.1 If the hauler wishes to avail itself of a 100% volume supply agreement that is based on all solid waste the hauler collects in the area defined by the boundaries of the Coastal Bend Council of Governments Region it must notify the City at least sixty (60) days in advance and upon the City's approval this agreement will be amended to reflect the change.

2.2.1.2 Any volumes the hauler wishes to deliver outside of the aforementioned defined boundaries are exempt from these requirements and minimum volumes and rates may be negotiated with the City on a separate basis.

2.2.2 The Hauler shall deliver the guaranteed tonnage. The Hauler's targeted monthly tonnage is defined as one-twelfth (1/12) of the guaranteed annual tonnage.

2.3 Adjustments to Guaranteed Tonnage.

2.3.1 If notwithstanding the Hauler's best efforts and implementation of best business practices, the Hauler documents to the reasonable satisfaction of the City a loss of customers in the Coastal Bend Council of Governments Region, which has resulted in a net decline of more than 10% of the deliveries to the Landfill by the Hauler, and as a result the Hauler is unable to deliver the guaranteed tonnage for a period in excess of a year, the parties will act in good faith to renegotiate the guaranteed tonnage.

2.3.2 The Hauler may request a change in its guaranteed tonnage sixty days before the annual anniversary date of this Agreement.

2.4 Hauler Agrees Not to Deliver Unacceptable Waste. The Hauler agrees that the Hauler will not deliver hazardous, medical or unacceptable waste to the City.

2.5 Ownership of Solid Waste. Any solid waste delivered to the Landfill remains the property of the generator. Legal title to the solid waste shall never pass to the City. Upon request, the Hauler will make records available to the City to determine the generators of any hazardous, medical, or unacceptable waste delivered to the Landfill.

2.6 City's Right to Audit Hauler for Compliance.

2.6.1 If the Hauler has elected the 100% volume supply option under Section 2.2.1.1 above, the City has the right to review and audit the Hauler's service and financial records if the City has reason to believe that the Hauler is taking more than 20% of the acceptable waste collected within the CBCOG Region to another disposal site.

2.6.2 For the purposes of this section, the Hauler's service and financial records include:

(1) A list of all customers located within the CBCOG Region, including:

- a. The customer's name.
- b. The physical address of each location that is serviced.
- c. The size and service level of any container(s) provided at each service location.
- d. Whether the container is a roll-on/roll-off container, e.g. a container that picked up and transported on a vehicle chassis to a disposal site.
- e. The classification of the solid waste collected, e.g., commercial



hazardous, household waste, special waste.

- f. Whether or not the solid waste is compacted before disposal.
- g. The frequency of collection.

(2) A list of all customers located outside the CBCOG Region, whose solid waste is taken to a facility owned by the city for disposal, including:

- a. The customer's name.
- b. The physical address of each location that is serviced.
- c. The type of solid waste collected from the customer.

(3) The routes taken on a daily basis by any vehicle used to collect solid waste within the CBCOG Region or any vehicle that disposes of solid waste at a city owned facility that is collected from outside the CBCOG Region.

(4) Copies of all reports filed with the comptroller of public accounts that relate to any services provided or activities conducted within the CBCOG Region.

(5) Copies of all checks, deposit slips, and bank statements related to payments from all customers located within the CBCOG Region, who receive solid waste hauling and disposal services, and all customers located outside the CBCOG Region, whose solid waste is taken to a facility owned by the city for disposal.

(6) Copies of all checks and bank statements related to payments to other waste disposal sites within the CBCOG Region and any waste disposal sites located outside the CBCOG Region, if any of the solid waste that is disposed of was collected within the CBCOG Region.

(7) Copies of all contracts and agreements related to the disposal of solid waste collected within the CBCOG Region.

ARTICLE 3. FEES

3.1 Acceptance Fee for Guaranteed Monthly Tonnage.

3.1.1 The discounted acceptance fee for acceptable waste delivered by the Hauler to the Landfill, which is based on 80% of the hauler's historical volume delivered to the City, is seventy five percent (75%) of the published disposal rate, plus any mandated Federal or State fees.

3.1.2 If the hauler requests a change to the agreement to a 100% volume supply agreement as defined in 2.2.1.1, and with the City's approval, the new discounted acceptance rate is seventy-

two percent (72%) of the published disposal rate.

3.2 Penalty for Diversion of Any Acceptable Waste to Alternate Disposal Site. If the Hauler fails to deliver the guaranteed annual tonnage of acceptable waste to the Landfill but diverts a portion of the guaranteed annual tonnage to another landfill, the Hauler shall pay the City the contracted rate per ton as defined in 3.1.1 or 3.1.2, whichever is applicable, for any diverted acceptable waste that is not delivered to the Landfill to satisfy the Hauler's guaranteed annual tonnage.

3.3 Payment of Permitting Fees. The Hauler agrees to pay all solid waste permitting fees imposed by City ordinances.

3.4 Discount for Increased Tonnage. If the Hauler increases the Hauler's volume by a minimum of an additional 33% or more over the guaranteed annual tonnage established in Subsection 2.2.1., the Hauler is eligible for a 15% discount off of the discounted acceptance fee, established in Subsection 3.1, in that year. The lower tipping fee will be applied retroactively to the additional waste over the 33% threshold is reached. Once the base tonnage is calculated under Subsection 2.3, the City will reduce its billing to the Hauler at the beginning of each succeeding year or issue a refund check if the Hauler is a cash customer.

ARTICLE 4. BILLING AND PAYMENTS

4.1 Billing. There shall be no billing account for Hauler under this Agreement unless Hauler has provided a letter of credit or cash deposit in accordance with Article 3 above. Each time Hauler utilizes the Landfill, Hauler shall pay for such usage via debit card or credit card. If debit card and credit card are declined, Hauler shall pay with cash. Cash means legal tender. Otherwise, Hauler may not dispose of the load at the Landfill. Once the letter of credit or cash deposit is provided in accordance with Article 3 above, then the following terms shall apply to a billing account: After the end of each month, the City will bill the Hauler for the total fees due for the billing period, including each ticket number, Hauler's vehicle registration number assigned by the City, and the tonnage on each ticket.

4.2 Payments. The Hauler shall make payment to the City of the amount of each bill within 30 days of the billing date ("due date") shown on the bill.

4.3 Overdue Charges. If payment in full is not made on or before the due date, the Hauler shall pay an administrative late fee of \$100 and any amount remaining unpaid shall bear interest at the rate of one and one half percent (1-1/2%) per month or the highest rate that may then be lawfully charged and paid, whichever is less, from the due date to the actual date of payment.

4.4 Disputes.

4.4.1 In the event of a dispute as to any monthly payment the Hauler shall pay when due the amount of the bill, less the amount in dispute.

4.4.2 The Hauler shall give the City, at the time payment is made on the bill, written notice of the dispute.

4.4.3 The notice of dispute shall state the amount in dispute and a full statement of the grounds that form the basis of the dispute.

4.4.4. Upon settlement by the parties of the dispute, if the City prevails, the Hauler shall pay interest on any amount not paid by the due date at the interest rate specified in Section 4.3.

4.5 Fees Not Subject to Set-Off. The obligations of the Hauler to pay fees under the terms under this Agreement are not subject to any set-off, abatement, counterclaim, existence of a dispute or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Hauler under this Agreement or limit recourse to the Hauler.

4.6 Payment of Fees No Bar to Claims for Abatements, Refunds, or Adjustments. Payments made under this Article do not prejudice the rights of the Hauler to claim abatements, refunds or adjustments to which it is entitled under this Agreement.

ARTICLE 5. LANDFILL PROCEDURES

5.1 Acceptance of Solid Waste. The City will accept at the Landfill all acceptable waste delivered by the Hauler under the terms of this Agreement unless the City has rejected the solid waste under Section 5.2. of this Agreement.

5.2 Rejection of Solid Waste.

5.2.1 The City is not obligated to accept waste if the Landfill is closed due to a Force Majeure.

5.2.2 The City is not obligated to accept waste if the Hauler's account is more than 60 days in arrears of the due date. But the City will accept any acceptable waste if the Hauler makes a cash payment at the time of delivery.

5.2.3 The Hauler fails to comply with any published delivery procedures.

5.2.4 If a delivery of solid waste contains both acceptable waste and any hazardous, medical, or unacceptable waste.

5.3 Improper Delivery of Hazardous, Medical, or Unacceptable Waste to Landfill. The Hauler agrees to comply with the provisions in the Site Operating Plan relating to the improper delivery of hazardous, medical, or unacceptable waste and the procedures for removing any hazardous, medical, or unacceptable waste from the Landfill. The Hauler agrees to pay any charges relating to the removal and disposal of hazardous, medical, or unacceptable waste that would be charged to any other permitted hauler that improperly delivered hazardous, medical, or unacceptable waste to the Landfill.

5.4 Delivery Schedule.

5.4.1 During the term, the Hauler may deliver acceptable waste to the Landfill during its normal posted hours of operations.

5.4.2 The City will open the Landfill for at least 58 hours, during weeks without City holidays. The City reserves the right to expand Landfill hours as it deems necessary. If the City reduces Landfill hours it will notify the Hauler of such changes in writing within 24 hours of said determination.

5.4.3 The City will consider requests for additional hours based on special needs of the Hauler and the availability of Landfill personnel.

5.4.4 Except in a Force Majeure, the City will provide the Hauler with at least 48 hours advance notice of any changes in the hours or days of operation.

5.5 Delivery Procedures.

5.5.1 The delivery of solid waste to the Landfill shall be regulated by the provisions of the Site Operating Plan. Copies of the relevant provisions will be provided by the City to the Hauler from time to time. The terms and conditions in the Site Operating Plan are intended to reflect the actual procedures and operations at the Landfill. An extract of the relevant provisions of the current Site Operating Plan is attached as Exhibit A.

5.5.2 The City reserves the right to redirect the Hauler's trucks from the working face to an on-site transfer station.

5.6 Delivery Vehicles.

5.6.1 Acceptable waste must be delivered by the Hauler, at its expense, to the Landfill in enclosed container vehicles or enclosed compactor vehicles complying with any applicable State laws and regulations and City ordinances regulating the permitting of haulers, vehicles, and containers, regulating the marking of solid waste vehicles and containers, setting insurance requirements for haulers and vehicles, and identifying the hauler or generator of solid waste being delivered to the Landfill.

5.6.2 The City may provide for a system for the identification of delivery vehicles, including, without limitation, identification of the Hauler, identification of the specific vehicle, identification of any roll-on/roll-off containers, and tare weight of the vehicle or containers used to haul solid waste to the Landfill.

5.6.3 The City is under no obligation to accept acceptable waste from persons or vehicles not complying with the permitting and marking systems, the insurance requirements, or the delivery procedures established by the City.

5.6.4 The City may enforce compliance with permitting and marking systems and delivery procedures by denial of disposal privileges and such other means as it may reasonably determine to be necessary and appropriate.

5.7 Front of Line Privileges.

5.7.1 The City will provide front of line privileges to the Hauler and other haulers with "put or pay" contracts with the City.

5.7.2 The City may at its discretion suspend front of line privileges under this agreement when waiting times to tip for other permitted haulers at the Landfill approach thirty (30) minutes.

ARTICLE 6. ASSIGNMENTS

6.1 Assignment By Hauler. The Hauler may not assign or transfer, directly or indirectly, its interest in and to this Agreement, without the consent of the City Manager, which consent will not be unreasonably withheld, delayed, or subject to unreasonable conditions.

6.2 Assignment By City. The City may, with prior written notice to the Hauler, assign all or any portion of this Agreement for any lawful purpose. The assignment of all or any portion of this Agreement does not relieve the City of any obligation under this Agreement without the consent of Hauler.

ARTICLE 7. INSURANCE

7.1 Insurance Requirements. Insurance requirements are attached to and incorporated into this Contract as Exhibit B attached to and made a part of this Agreement, and may be revised annually by the City's Contract Administrator upon thirty (30) days written notice to Hauler.

7.2 Insurance Required by Subcontractors. Any subcontractor, which is hired by Hauler to deliver solid waste to the Landfill, must maintain the same insurance as specified in Exhibit B prior to delivering any solid waste to the Landfill.

7.3 Certificates of Insurance. Before activities can begin under this Contract, Hauler's and any subcontractor's insurance company(ies) must deliver Certificate(s) of Insurance, as proof of the required insurance coverages to the City's Contract Administrator.

7.4 Notice of Cancellation, Material Change, or Intent Not to Renew. Additionally, the Certificate(s) must state that the City will be given at least thirty (30) days notice by certified mail of cancellation, material change in the coverages, or intent not to renew any of the policies.

7.5 City Named As Additional Insured. The City must be named as an Additional Insured in each policy. The City Attorney must be given copies of all insurance policies within 15 days of the City's Contract Administrator's written request.

7.6 Waiver of Claim of Recovery. The Hauler waives any claim for recovery from the City for any injury, loss, or damage to Hauler resulting from the performance of this Agreement, to the extent compensation for the injury, loss, or damage shall have been recovered under any insurance policy.

7.7 Written Notice of Injury, Loss; or Damage Required. Immediately upon the occurrence of any injury, loss or damage resulting from the performance of this Agreement, written notice shall be given to the City's authorized representative.

ARTICLE 8. INDEMNIFICATION

8.1 Indemnification for Death, Personal Injury, or Property Damage.

8.1.1 To the extent allowed by Texas law, Hauler, its officers, members, partners, employees, agents, subcontractors, and licensees shall fully Indemnify, save, and hold harmless the City its officers, employees, agents, licensees, and invitees ("City indemnitees" against any and all liability, damage, loss, claims, demands, judgments, actions, costs, and expenses (including reasonable attorney's fees and expenses) of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the Hauler's delivery of solid waste to the Landfill under this agreement.

8.1.2 To the extent allowed by Texas law, the City shall fully indemnify, save, and hold harmless the Hauler, its officers, employees, agents, licensees, and invitees ("Hauler indemnitees") against any and all liability, damage, loss, claims, demands, judgments, actions, costs, and expenses (including reasonable attorney's fees and expenses) of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with the City's delivery of solid waste to the Landfill under this agreement.

8.2 Indemnification for Improper Disposal of Hazardous, Medical, or Unacceptable Waste. If the City elects to dispose of any hazardous, medical, or unacceptable waste, the Hauler shall indemnify and hold the City indemnitees harmless from and against all liabilities, losses, damages, costs, expenses, and disbursements, including reasonable legal fees and expenses arising out of the processing or disposal by the person of unacceptable waste or waste not constituting acceptable waste delivered by the Hauler and incidental and consequential damages incurred by the City indemnitees.

8.3 Indemnification for Violations of Any Federal or State Laws and Regulations. The Hauler shall hold harmless and indemnify the City indemnitees from and against any expense, fine, or penalty, including attorneys' fees, and shall defend the indemnities in any proceeding, including appeals, for violation of any Federal or

State law, rule, or regulation relating to the collection, transportation, and disposal of solid waste arising out of the any of the following:

8.3.1 The negligence or wrongful misconduct of the Hauler, its directors, officers or partners, employees, contractors, or agents.

8.3.2 The failure by the Hauler, its directors, officers or partners, employees, contractors, or agents to comply with applicable law, rule, or regulation.

8.3.3 The delivery by the Hauler of any Hazardous Waste or hazardous, medical, or unacceptable waste to the Landfill.

8.4 Duty to Investigate, Defend, Settle, and Pay Any Claims and Demands.

8.4.1 Hauler must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions with counsel satisfactory to City indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from any of said liability, damage, loss, claims, demands, or actions.

8.4.2 To extent authorized by law, the City must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions with counsel satisfactory to Hauler indemnitees, and pay all charges of attorneys and all other cost and expenses of any kind arising from any of said liability, damage, loss, claims, demands, or actions.

ARTICLE 9. GOVERNMENTAL REGULATION

9.1 Jurisdiction. The City and the Hauler acknowledge that the collection, transportation, and disposal of solid waste is subject to regulation under both Federal and State laws and regulations and the jurisdiction of various governmental agencies, including, without limitation, USEPA, TCEQ, and the Texas Department of Public Safety.

9.2 Compliance with Laws, Regulations, and Ordinances Relating to the Collection, Transportation, and Disposal of Solid Waste. The City and the Hauler agree, at their own expense, (subject to the provisions in this Agreement relating to Change in Law and Force Majeure), to materially comply with all applicable law, statutes, rules, regulations, ordinances, and Site Operating Procedures applicable to them in connection with this Agreement and the transactions contemplated by this Agreement. The law, statutes, rules, regulations, and ordinances may include, without limitation, actions taken by the Texas Department of Transportation and City of Corpus Christi to regulate vehicle traffic associated with the Landfill.

9.3 Compliance with Other Laws and Regulations and Industry Standards by Hauler. Hauler shall comply with all other applicable laws, rules, regulations, ordinances, permits, and requirements of any governmental entity having jurisdiction, including all applicable health and safety, anti-discrimination, affirmative action, and minority business opportunity laws, and all applicable industry codes, specifications, and standards respecting Hauler's business and operation.

9.4 Compliance by Hauler's Agents and Subcontractors. The Hauler agrees to take all necessary action to cause persons delivering waste on its behalf to the City to comply with any law, statute, rule, regulation, order, standard, Site Operating Procedures, or ordinance of the City of Corpus Christi, USEPA, TCEQ, the Texas Department of Public Safety, and any other authorized Federal or State agency or law enforcement organization.

ARTICLE 10. SUSPENSION DUE TO FORCE MAJEURE

10.1 Suspension of Obligations.

10.1.1 A delay or failure of performance under this Agreement by either party shall not constitute an event of default or cause for any liability under this Agreement to the extent caused by Force Majeure.

10.1.2 Any delay or failure caused by a Force Majeure shall be excused at any time performance is affected by a Force Majeure and during the period as may be reasonably necessary for the affected party, using its reasonable efforts to correct the adverse effects of the Force Majeure.

10.1.3 If the Force Majeure causes a reduction, but not a complete suspension in the ability of the City in connection with the operation of the Landfill to accept, process, or dispose of acceptable waste, then subject to then existing commitments of the City with respect to the Landfill, and the requirements of all applicable permits, consents, and approvals of the USEPA, TCEQ, and other governmental entities, the City shall use its reasonable efforts to allocate a portion of the reduced capacity of the Landfill to the Hauler. The allocation of Landfill capacity shall be determined by the City in its sole discretion.

10.1.4 The party relying on a Force Majeure as justification for a delay or failure of performance under this Agreement shall give the other party prompt written notice of the Force Majeure.

10.2 Efforts to Remove Condition. A party whose performance is adversely affected by a Force Majeure shall use its reasonable efforts to overcome or remove the Force Majeure.

10.2.1 After the completion of a suspension due to the Force Majeure and to the extent the City has the capacity to accept and dispose of excess waste, the City shall use its reasonable efforts to accept acceptable waste collected by the Hauler, which the Hauler was unable to deliver to the City during the Force Majeure period.

10.2.2 The City is not obligated to accept acceptable waste to the extent that the acceptance, processing, or disposal of the acceptable waste is contrary to or in violation of or would cause the City to be in violation of any permits and approvals for the Landfill.

10.2.3 In the event that Hauler is prevented from delivering acceptable waste to the Landfill as a result of the Force Majeure, Hauler shall still be required to deliver such tonnage as is reasonably practicable under the circumstances. The parties shall negotiate and agree on the period during which Hauler is entitled to cure any resulting shortfall.

10.3 Change in Taxes, Fees, Assessments, and Charges. The adoption of any law, regulation, rule, or ordinance that imposes or amends any tax, fee, assessment, or charge does not constitute a Force Majeure.

ARTICLE 11. LIQUIDATED DAMAGES AND DEFAULT

11.1 Suspension of Service by City. If the City fails to accept acceptable waste at the Landfill as required by the terms of this Agreement, the Hauler may select an alternate disposal site and be credited for any acceptable waste delivered to an alternate disposal site for the period of the failure by the City. If the conditions continue for more than thirty (30) days, this Agreement automatically terminates.

11.2 Events of Default of the City. The City is in default if it makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver, or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or after the effective date of this Agreement is in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more, or if by any act indicates the City's consent to, approval of, or acquiescence in any petition, application, or proceeding or order for relief or the appointment of any custodian, receiver of, or any trustee for the City or any substantial part of the City's property, or suffers any custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more.

11.3 Events of Default of Hauler. Each of the following shall be an event of default by the Hauler under this Agreement and are grounds for termination of the Agreement:

11.3.1 The Hauler fails to pay any amounts, including without limitation, the acceptance fee, and any amounts payable under Sections 5.2 or 5.3, which become due under this Agreement, within thirty (30) days of notice of delinquency from the City.

11.3.2 The Hauler fails to observe and perform any other material term, covenant, or agreement contained in this Agreement, the Site Operating Plan, or other agreements or policies to which either the Hauler is subject and the failure continues for a period of thirty (30) days after written notice to the Hauler specifying the nature of the failure and requesting that it be remedied.

11.3.3 The Hauler fails to keep all insurance policies in force for the entire term of this Agreement is grounds for termination.

11.3.4 The Hauler makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver, or trustee for it or any substantial part of its property, commences any proceeding relating to the Hauler under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or after this Agreement is in effect, or if there is or has been filed any proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more, or if by any act indicates the Hauler's consent to, approval of, or acquiescence in any petition, application, or proceeding or order for relief or the appointment of any custodian, receiver of, or any trustee for the Hauler or any substantial part of the Hauler's property, or suffers any custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more.

11.4 Remedies on Default. Whenever any event of default occurs and is continuing, the non-defaulting party has the following rights and remedies:

11.4.1 Upon ten (10) days written notice to the City, if the City is then in default, the Hauler has the option to terminate this Agreement, unless the event of default is fully cured prior to the expiration of ten (10) day period or unless during the period the City has taken remedial steps the effect of which would be to enable the City to cure the event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, means the undertaking and prosecution of prompt, diligent, good faith efforts to remove the restraint);

11.4.2 Upon ten (10) days written notice to the Hauler, if the Hauler is then in default, the City shall have the option to terminate this Agreement, unless the event of default is fully cured prior to the expiration of ten (10) day period or unless during the period the Hauler has taken remedial steps the effect of which would be to enable the Hauler to cure the event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, means the undertaking and prosecution of prompt, diligent, good faith efforts to remove the restraint);

11.4.3 Upon written notice to the Hauler, if the Hauler has defaulted, the City shall have the option, without terminating this Agreement, to stop accepting acceptable waste delivered or tendered for delivery by the Hauler, until the default is cured or this Agreement is terminated. The City may concurrently pursue any other remedies to which it is entitled at law or in equity for the default.

ARTICLE 12. REPRESENTATION AND WARRANTIES

12.1 Representations and Warranties of the Hauler.

12.1.1 The Hauler by this Agreement represents and warrants to the City that this Agreement

has been executed by authorized officers of the Hauler, and has before entering this Agreement delivered to the City evidence of the authority.

12.1.2 The Hauler has the full power and authority to execute and deliver this Agreement to the City and to carry out the obligations and transactions contemplated by this Agreement throughout its term.

12.1.3 There is no claim or litigation pending or to the knowledge of the Hauler, threatened that questions this Agreement or that affects or may affect the obligations and transactions contemplated by this Agreement.

12.2 Representations and Warranties of the City.

12.2.1 The City by this Agreement represents and warrants to the Hauler that the City has the full power and authority to execute and deliver this Agreement to the Hauler and to carry out the obligations and transactions contemplated by this Agreement.

12.2.2 There is no claim or litigation pending or to the knowledge of the City, threatened that questions this Agreement or that affects or may affect the obligations and transactions contemplated by this Agreement.

12.3 Liability for Breach. It is understood and agreed that the signatories to this Agreement are liable to each other in the manner and to the extent provided by law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking, or obligation of this Agreement. This section shall survive the term of this Agreement.

ARTICLE 13. GOVERNING LAW AND VENUE

13.1 Laws of Texas Applicable. The interpretation and performance of this Agreement shall be under and controlled by the laws of the State of Texas.

13.2 Venue. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be any court of competent jurisdiction in Nueces County, State of Texas, including the United States District Court for the Southern District of Texas, Corpus Christi Division.

13.3 Agreement Not Affected by Pending Litigation. Except as otherwise specifically provided in this Agreement, the pendency of any claim or litigation does not affect the obligations of the parties to make any payment or render any service required by this Agreement or the rights of the parties under this Agreement.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties. This Agreement constitutes the entire agreement between the parties to this Agreement in respect of the subject matter of this Agreement.

14.2 Waiver. No delay in exercising or the failure to exercise of any right or remedy accruing to or in favor of any party under this Agreement impairs any right or remedy or constitutes a waiver of the right or remedy. Every right and remedy given under this Agreement or by law may be exercised from time to time and as often as may be deemed expedient by the parties to this Agreement.

14.3 Amendments and Modifications. This Agreement may not be amended or modified except in writing. The amendment or modification must be signed on behalf of both parties by their duly authorized officers.

14.4 Independent Contractor. Hauler will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Hauler be considered as an employee of the City.

14.5 Subcontractors.

14.5.1 Hauler may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Hauler must obtain prior written approval from the Contract Administrator.

14.5.2 In using subcontractors, Hauler is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Hauler.

14.5.3 All requirements of this Agreement imposed on the Hauler are applicable to all subcontractors and their employees to the same extent as if the Hauler and its employees had performed the services.

14.6 Successors and Assigns. This Agreement inures to the benefit of and binds the respective successors and permitted assigns of the parties to this Agreement.

14.7 Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Hauler's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the City's Director of Solid Waste Services.

14.8 Notices. All written notices, reports, and other documents required or permitted under this Agreement must be in writing and are deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the party to whom notice is being given at the party's address set forth below. Either party may change its address by sending written notice that complies with this Section.

Hauler: Killian Calderon Disposal
Attn: William Killian
1726 N. Padre Island Drive (78408)



P.O. Box 260119
Corpus Christi TX 78426

City: Director of Solid Waste Services
City of Corpus Christi
2525 Hygeia Street (78415)
P.O. Box 9277
Corpus Christi TX 78469-9277

14.9 Representatives. For billing purposes, the parties designate the following representatives and addresses:

Hauler: Killian Calderon Disposal, LLC
Attn: William Killian
P.O. Box 260119
Corpus Christi TX 78426

City: City of Corpus Christi - Financial Services/Accounts Receivables
P.O. Box 9257
Corpus Christi, Texas 78469-9257

14.10 Fiscal Year. All parties recognize that the continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget. The City does not represent that the budget item will be actually adopted, that determination is within the sole discretion of the City Council at the time of adoption of each budget.

14.11 Right to Most Favorable Acceptance or Tipping Fees.

14.11.1 If the City enters into an agreement with any other company, person, or legal entity that provides solid waste hauling services or generates, disposes, or transports solid waste to the City's Landfill (or enters into a renewal, modification, extension of any existing agreement with such a party), and the document contains provisions for acceptance or tipping fees more favorable to the other party than those in this Agreement, the Hauler shall have the right either to terminate this Agreement or to amend this Agreement to contain such more favorable terms and provisions.

14.11.2 An agreement that offers an equivalent discounted acceptance fee for a commitment to deliver a guaranteed annual tonnage instead of all tonnage collected within the CBCOG Region is considered comparable to this Agreement if the other terms and conditions are similar to this agreement.

14.11.3 The City will not offer similar agreements to a hauler that has not had a solid waste hauler permit for at least 12 months.



14.12 City Reserves Legislative Authority. Nothing in this contract restricts the right of the City Council to amend the City's Code of Ordinances, including its authority to regulate, permit, and franchise solid waste haulers operating within the City or using the City's solid waste disposal facilities; regulate the storage, transportation, and disposal of any solid waste generated within the City or its industrial districts; or impose taxes, surcharges, utility fees, or other fees, including generator fees, on residents, commercial and industrial facilities located within the City and industrial districts and customers from outside the City who use any of the City's solid waste disposal facilities or services; and including the setting of disposal or tipping fees at City disposal facilities within and outside the City limits.

14.13 Further Actions. Each party agrees that it will, at its own expense, execute any and all certificates, documents, and other instruments, and take other actions as may be reasonably necessary to give effect to the terms of this Agreement.

14.14 Duplicate Originals. This Agreement may be executed in duplicate originals, any one of which is considered to be the original Agreement for all purposes.

14.15 Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the City and the Hauler shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications of this Agreement are not be affected by the defect in the provision, portion, or application of the Agreement that was ruled unenforceable or invalid.

14.16 Rights of Third Parties. Nothing in this Agreement is intended to confer any right on any person other than the parties to this Agreement and their respective successors and assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third person to any party to this Agreement or give any third person any right of subrogation or action over or against any party to this Agreement.

14.17 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

14.18 Publicity and Property Rights.

14.18.1 The Hauler may not advertise or otherwise use its relationship with the City under this Agreement in any public disclosure without the prior written consent of the City. The prohibition includes, without limitation, brochures, listings, references, advertisements, announcements, or other release of information concerning the existence, content or performance under this Agreement to any third party.

14.18.2 The Hauler is not permitted to photograph, film, tape or other make audio or visual recording at, or allow any unauthorized person to enter the Landfill without the express prior written consent of the City's Director of Solid Waste Services.

14.18.3 The Hauler may not use or permit the use of the trade or service names, marks, or logos of the City or any of its affiliates in any manner.

14.19 Survival of Obligations. Notwithstanding the expiration or the termination of this Agreement under its terms, any duty or obligation of Hauler, which has not been fully observed, performed, or discharged, and any right, unconditional or conditional, which has been created for the benefit of the City, and which has not been fully enjoyed, enforced, or satisfied (including but not limited to the duties, obligations, and rights, if any, with respect to secrecy, indemnity, warranty, guaranty) shall survive the expiration or termination of this Agreement until the duty or obligation has been fully observed, performed, or discharged and the right has been fully enjoyed, enforced, and satisfied.

14.20 Exclusivity of Remedies. Neither party shall be liable for or obligated to pay punitive, consequential, special, incidental, or indirect damages in connection with the performance of this Agreement.

14.21 Sale of Hauler. In the event of a sale of the corporate stock of the Hauler or the sale of substantially all of the assets of the Hauler to a third party, the Hauler may give notice of early termination of this Agreement and be relieved of any further obligation to dispose of the guaranteed annual tonnage required under Section 2.2.1 above. For such a termination to occur, the purchaser must be a third party that is not related to or affiliated with the Hauler or any owner of Hauler in any manner. Such notice of termination shall be given at least 180 days in advance of the termination date. Upon such termination, the Hauler's obligations to deliver acceptable waste and the City's obligations to accept, process, and dispose of acceptable waste shall terminate; provided, however, that the provisions of Article 8 and Sections 12.3, 14.18, and 14.19 shall survive the termination of this Agreement

14.22 Termination of Prior Agreement. Intentionally left blank.

(EXECUTION PAGE FOLLOWS)



The parties to this Agreement have caused this Agreement to be executed on the date the City's representative executes this agreement. This Agreement is intended to take effect as a sealed instrument.

AGREED TO BY:

KILLIAN CALDERON DISPOSAL, LLC



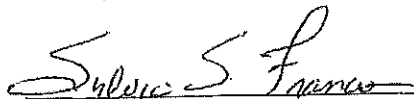
William Killian

Title: President

Date: 11-8-16

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on November 8, 2016, by William Killian, President, on behalf of Killian Calderon Disposal, LLC, a Texas limited liability company.



Notary Public
State of Texas



CITY OF CORPUS CHRISTI

ATTEST:

Margie Rose
City Manager

Rebecca Huerta
City Secretary

Date: _____

Date: _____

Approved as to legal form:

Elizabeth Hundley
Assistant City Attorney
for Miles Risley, City Attorney

EXHIBIT A

**EXTRACTS FROM
SITE OPERATING PLAN
CITY OF CORPUS CHRISTI
CEFE VALENZUELA MUNICIPAL LANDFILL**

10

EXHIBIT B

INSURANCE REQUIREMENTS

I. HAULER'S LIABILITY INSURANCE

- A. Hauler must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Hauler must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.
- B. Hauler must furnish to the City's Risk Manager and Contract Administrator, one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies by **endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY Including Cleanup	\$1,000,000 Per Claim/Occurrence
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$100,000

- C. In the event of accidents of any kind related to this contract, Hauler must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Hauler must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Hauler is not domiciled in the State of Texas.
- B. Hauler shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Hauler's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

- C. Hauler shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. Hauler agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Hauler shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Hauler's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.



- F. In addition to any other remedies the City may have upon Hauler's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Hauler to stop work hereunder, and/or withhold any payment(s) which become due to Hauler hereunder until Hauler demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Hauler may be held responsible for payments of damages to persons or property resulting from Hauler's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Hauler's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2016 Insurance Requirements
Solid Waste Department
Hauler Waste Disposal
10/20/2016 MV Risk Management





SUPPLIER NUMBER
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

EXHIBIT _____
CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: KILLIAN CONCRETE DISPOSAL
STREET ADDRESS: 1726 N. PADRES ISLAND DR P.O. BOX: PO Box 260119
CITY: CC TX STATE: TX ZIP: 78408 / 78426

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
4. Association ☐ 5. Other ☒ LLC

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Consultant
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: BILL KUNIN Title: President
Signature of Certifying Person: [Signature] Date: 11/8/16

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.