



APPLICATION FOR NON-EXCLUSIVE PRIVILEGE AGREEMENT

(Collection and Transportation of Municipal Solid Waste)

INSTRUCTIONS: Complete form and return to City of Fort Worth, Code Compliance Department, Solid Waste Services Division, 4100 Columbus Trail, Fort Worth, Tx 76133

Trade Name of Applicant <i>RELIABLE Waste & Recycling, LLC</i>	Physical Address <i>777 MAIN STREET suite 3700</i>
Contact Name <i>Wayne Wooten</i>	Contact <i>Wayne Wooten</i>
Mailing Address <i>777 main street suite 3700 Fort Worth, Texas 76102</i>	Telephone Number <i>817-710-8070 OR 817-710-8089 EXT 10</i>
	Fax Number <i>—</i>

1. Briefly describe the nature and character of the service the applicant proposes to render.
ROLL OFF Dumpsters C+D

2. Estimated Number of Vehicles Operating Under this Agreement. A list of all vehicles must be attached to this application. The list shall include make, model, year and license plate number of all vehicles to operate under this Agreement.	<i>2</i>
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3. Do each of the vehicles listed in question 2 above have a current City of Fort Worth Hauling Permit?	<i>NO</i>
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4. Applicant has attached Certificated of Liability Insurance as required in the Non-Exclusive Privilege Agreement, Section 13	Circle One YES NO
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5. Signature of the person authorized by the Company to sign this Agreement.			
Signature	<i>Wayne Wooten</i>		
Title	<i>Coo</i>	Date	<i>2-23-2021</i>

For City Use Only

Privilege Agreement Number: _____ Date Approved: _____

Period Covered: _____ to _____ Approved M&C Number: _____

Distribution: City Secretary, Solid Waste Services Division, Applicant

NON-EXCLUSIVE PRIVILEGE AGREEMENT

This Non-Exclusive Privilege Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of Fort Worth, Texas ("City") a home-rule municipality located within Tarrant and Denton Counties, acting through Valerie Washington, its duly authorized Assistant City Manager, and _____ ("Grantee"), acting through _____, its duly authorized representative.

WHEREAS, the City desires to regulate the business of collecting and transporting municipal solid waste produced within the City by entering into non-exclusive privilege agreements with persons engaged in such business; and

WHEREAS, Grantee desires to engage in the business of collecting and transporting municipal solid waste produced within the City;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, the City and Grantee agree as follows:

1. **PRIVILEGE:** A non-exclusive privilege is hereby granted to use the public streets, alleys and thoroughfares within the corporate limits of the City of Fort Worth for the purpose of engaging in the business of collection of solid waste.
2. **TERM:** The term of this Agreement shall be for a period of five (5) years. This Agreement shall automatically renew at the end of every five year term of the Agreement unless notice of termination is provided by one party to the other at least thirty (30) days prior to the date of renewal.
3. **SCOPE AND NATURE OF OPERATION:** It is expressly understood and agreed that the Grantee may collect and deliver for disposal all solid waste, including recyclable materials, accumulated on premises within the corporate limits of the City, where the individuals or companies contract with the Grantee for those services excluding residential service other than apartment complexes and motels. Grantee will, at its own expense, furnish personnel and equipment to collect solid waste and will establish and maintain in an efficient and businesslike manner the contracted services. Grantee will furthermore comply with all pertinent rules, regulations, laws, and ordinances as directed by the City of Fort Worth and all other governmental entities having jurisdiction thereupon.
4. **REGULATION OF VEHICLES:** All vehicles used by the Grantee for the collection and transportation of solid waste shall be registered with the City, shall have a permit attached thereto, and shall be covered at all times while loaded and in transit to prevent the spillage of solid waste onto the public streets or properties adjacent thereto. Any spillage will be promptly recovered by the Grantee. All vehicles owned by the Grantee shall be clearly marked with the Grantee's name in letters not less

than four (4) inches in height. All such vehicles shall be cleaned and maintained by Grantee so as to be in good repair and of good appearance and, when idle, free of solid waste residue as may cause odor or provide a breeding place for vectors.

5. REGULATION OF LEASED CONTAINERS: It is specifically understood and agreed that the City of Fort Worth shall permit the Grantee to rent or lease containers for collection purposes to the owner or occupant of any premises within the corporate limits of the City, excluding residential customers other than apartment complexes and motels, for collection purposes subject to the following requirements:

- (1) ALL such containers shall be constructed according to good industry practice in the trade;
- (2) ALL such containers shall be equipped with suitable covers to prevent blowing or scattering of solid waste while being transported for disposal of their contents;
- (3) ALL such containers shall be cleaned and maintained by grantee so as to be in good repair, of a good appearance and free of such solid waste residues as may cause odor and provide a breeding place for vectors;
- (4) ALL such containers used for the disposal of food waste or other putrescible material shall be serviced no less than two times per week; and
- (5) ALL such containers shall be clearly marked with the grantee's name and telephone number in letters not less than four (4) inches in height.

The City of Fort Worth and the Grantee expressly agree that regardless of any responsibility which may be placed on the citizens of Fort Worth or other third parties for the above five requirements, the Grantee under this contract agrees to be responsible for each of the five requirements and to fulfill each of them without asserting they are the responsibility of some third party.

6. DAMAGE TO PUBLIC PROPERTY: Grantee expressly agrees to assume liability for all costs of repair of public streets, bridges, rights-of-way, and other facilities that are damaged as a result of negligence by Grantee, its officers, agents, or its employees during it's operations pursuant to this agreement.

7. DISPOSAL OF SOLID WASTE: It is specifically understood and agreed that Grantee will comply with all rules, regulations, laws and ordinances pertaining to the disposal of solid waste as directed by responsible governmental agencies having jurisdiction thereupon. Disposal of all solid waste collected by the Grantee from premises within the corporate limits of the City of Fort Worth must be made at a lawfully permitted sanitary landfill. Grantee's violation of this provision shall be cause for revocation of this Agreement.

8. SOLID WASTE COLLECTION: The collection of solid waste between the hours of 11:00 p.m. and 6:00 a.m. shall be prohibited. However, Grantee may seek permission from the Assistant Director - Solid Waste Services/Code Compliance Department ("Director") in writing by stating the particular hours Grantee wishes to collect waste and the reasons necessary for this exception. Upon receiving a written request, which must be mailed by the US Postal Service, returned receipt requested, the Director shall have ten (10) days to make a determination and shall notify the Grantee in writing of the decision within fifteen (15) days of the receiving notice. The Director reserves the right to review that decision if a complaint is received. The Director shall notify the Grantee, and the Grantee may present evidence to the Director or designated representative regarding such complaint. The Director or his designated representative shall determine (1) whether such collection between the hours of 11:00 p.m. and 6:00 a.m. did, in fact, occur at that location and was the cause of such complaint, and if so, (2) whether such collection at those hours and at that location should be prohibited and the Grantee's exception revoked.
9. FEE: For and in consideration of the covenants and agreements herein contained, Grantee hereby agrees to pay to the City of Fort Worth a fee of ten percent (10%) of the gross revenues generated from Grantee's operations within the City.
- (A) Calculation: The calculation of gross revenues generated from operations within the City shall include all revenue derived, directly or indirectly by Grantee from or in connection with its operations within the service area covered by this agreement, excluding revenues generated from contracts with the City for residential garbage and recycling services, as determined in accordance with generally accepted accounting principles. Gross revenues shall include, but are not limited to, revenues received from the collection and disposal of all solid waste.
- (B) Fee Payment : The fee shall be paid on a quarterly basis no later than thirty (30) days after the end of each calendar quarter. The payment shall be made to the City of Fort Worth, Code Compliance Department, Solid Waste Services Division, 4100 Columbus Trail, Fort Worth, TX 76133.
- (C) Delinquent Payments: Fee payments received after the due date shall be subject to interest at the rate of twelve (12%) percent per annum until the fees are paid in full.
10. REPORTS: Each quarterly payment shall be accompanied by a financial accounting report using the form which is attached as Exhibit A, showing the basis for the computation of the quarterly payment and
- a) total estimated volumes of solid waste collected by the solid waste hauler with separate figures for multi-family living units, and from commercial accounts;

- b) total estimated volumes of waste material recycled by the solid waste hauler, with separate figures for multi-family living units and from commercial accounts; and
- c) a description and the total estimated volumes of each type of waste material recycled by the solid waste hauler.

11. AUDITING BOOKS AND RECORDS: The City shall have the authority to arrange for and conduct, at the City's expense, an audit of the books and records of the Grantee at the Grantee's location. The records kept on site by Grantee shall include at a minimum the list of accounts, the number and size of containers, the frequency of collection and the revenue generated. The Grantee shall be given at least five (5) days notice of the audit, a description of and the purpose for the audit, and a description, to the best of the City's ability of the books, records, and documents the City wishes to review. Grantee shall pay the costs of audit if the results of the audit establish that Grantee has underpaid the fees required hereunder in any given year by 5% or more.

12. FORFEITURE: The failure or refusal of the Grantee to comply with any of the provisions of this Agreement or any of the provisions of the Code of the City of Fort Worth, or any other applicable rules, regulations, laws and ordinances shall be deemed a breach of this Agreement. The Director shall notify the Grantee of such breach and the Grantee shall have 30 days to cure the breach. If the breach is not cured within 30 days and no "good faith" effort is being made to cure the breach, the Director may recommend to the City Council that at a regularly scheduled City Council meeting it should declare the privilege forfeited and may exclude the Grantee from further use of the streets of the City under the privilege. The Grantee shall thereupon immediately surrender all rights in and under the privilege and the privilege shall be null and void.

13. INDEMNITY INSURANCE: Grantee assumes all risk of loss or injury to property or persons arising from any of its operations under this Agreement, and agrees to indemnify and hold harmless the City of Fort Worth from all claims, demands, suits, judgments, costs or expenses, including attorney's fees, arising from any such loss or injury. It is expressly understood that the provisions contained herein shall not in any way limit the liability of the Grantee. Grantee agrees to maintain insurance as follows:

A. Minimum Limits:

- | | |
|------------------------------------|---|
| 1. Commercial General Liability: | \$1,000,000.00 per occurrence
\$2,000,000.00 aggregate |
| 2. Automobile Liability Insurance: | \$1,000,000.00 each accident.
Coverage is to include "any auto" used by Grantee. Coverage shall include loading and unloading. |

3. Workers' Compensation Insurance:

Part A:	Statutory limits
Part B:	Employer's liability \$1,000,000.00 each accident; \$1,000,000.00 disease - policy limit; and \$1,000,000.00 disease- each employee

4. Pollution Liability Insurance: \$1,000,000.00 per occurrence

5. Excess Umbrella Liability: \$2,000,000.00 per occurrence

B. Other Insurance Terms:

1. The City of Fort Worth shall be endorsed as an additional insured on each of Grantee's insurance policies.
2. Grantee's insurance shall be endorsed with a waiver of sub-rogation in favor of the City.
3. Grantee's insurance policies shall be endorsed to provide a minimum 30 days notice of cancellation, non-renewal, or material change in coverage, such notice to be sent to the City at the address set forth below.
4. City of Fort Worth shall receive Certificates of Liability Insurance prior to Grantee beginning work.
5. Insurers shall be acceptable to the City of Fort Worth and Insurers shall be duly authorized by the Texas Department of Insurance.
6. Grantee's insurance policies shall not have a greater than \$50,000.00 deductible per occurrence unless otherwise approved by City.
7. Insurance agencies used by Grantee shall be duly licensed in the State of Texas.

14. RETENTION OF RIGHTS BY CITY: The City of Fort Worth, in granting this privilege, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the streets, alleys and public ways within the City, and the granting of this privilege shall in no way interfere with the improvements or maintenance, on any streets, alleys or public ways, and the rights

of the Grantee herein to use the streets shall at all times be subservient to the right of the governing body of the City of Fort Worth to fully exercise its rights of control over streets, alleys and public ways.

15. AMENDMENTS: The City of Fort Worth expressly reserves the right, after due notice to Grantee, to modify, amend, alter, change, or eliminate any of the provisions of this privilege and to impose such additional conditions upon the Grantee as may be just and reasonable as determined by the City Council, the conditions to be those deemed necessary for the purpose of insuring adequate service to the public.

16. ASSIGNMENT OF AGREEMENT: This Agreement and any and all rights and obligations hereunder may be assigned by the Grantee only with the prior written consent of the City Council. All provisions of this Agreement shall apply to the Grantee, its successors or assigns.

17. SEVERABILITY: If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions herein, which other portions shall continue in full force and effect.

18. MAILING OF NOTICES: Every notice to be served upon the City or the Grantee shall be hand delivered or sent by certified mail, return receipt requested. Every such communication to the City shall be delivered or sent to the Assistant Director of Solid Waste Services at the following address: 4100 Columbus Trail, Fort Worth, Texas 76133. Every such notice to the Grantee shall be delivered or sent to PO Box 123941, Fort Worth, Texas 76121. The mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may, upon written notice to the other party, change the address specified in this section.

19. APPLICABLE LAW AND VENUE This Agreement shall be deemed to be executed in the City of Fort Worth, Texas, regardless of the domicile of the Company, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action or proceeding arising under or relating to this Agreement shall be in Tarrant County, Texas.

20. EFFECTIVE DATE: This Agreement shall be effective _____.

IN WITNESS HEREOF, the City and Grantee have executed this agreement by their authorized representatives:

THE CITY OF FORT WORTH, TEXAS

Reliable Waste & Recycling, LLC

By: _____
Valerie Washington
Assistant City Manager
Date: _____

By: Wayne Wooten _____
Title: COO

APPROVED AS TO FORM AND LEGALITY:

WITNESS:

Assistant City Attorney

Name: _____

Title: _____

ATTEST:

Mary J. Kayser
City Secretary



Reliable Waste & Recycling , LLC
777 Main Street Suite 3700
Fort Worth , Texas 76102
Office 817-710-8070
Wayne@reliablewaste.com

Kenworth T880 Roll off

Truck #	1	T880	Type	Year
			Roll off	2021
Vin #	1NKZLPOX8MJ4602235			
Truck #	2	T880	Type	Year
			Roll Off	2021
Vin #	1NKZLO[XXMJ4602236			



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Fort Worth , Texas 76102
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Wayne@reliablewaste.com

Kenworth T880 Roll off

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Truck #	1	T880	Roll off	2021
Vin #	1NKZLPOX8MJ4602235			
Truck #	2	T880	Roll Off	2021
Vin #	1NKZLO[XXMJ4602236			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gus Bates Insurance & Investments
3221 Collinsworth St
Fort Worth TX 76107

CONTACT NAME: Kathy Roosz
PHONE (A/C, No, Ext): 817-529-5340
E-MAIL ADDRESS: kathyr@gusbates.com
FAX (A/C, No):

INSURED
Reliable Waste & Recycling, LLC
2412 Cullen Street
Fort Worth TX 76107

RELIWAS-01

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nautilus Insurance Company	17370
INSURER B :	Progressive County Mutual Ins. Co	29203
INSURER C :	Texas Mutual Ins Co	22945
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1731057161

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			tbd	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 20,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			033148820	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			tbd	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0002058972	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Worth

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE