
WILLIAMSON COUNTY
SERVICE CONTRACT
(Texas Disposal Systems Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Disposal Systems Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents** which are incorporated herein.

Should the County choose to add services in addition to those described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure, if applicable.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Contract Term").

At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four (4) additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in the **Service Fee Details** which is incorporated herein as **Exhibit A**.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION: SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENT'S EMPLOYEES FROM, AND AGAINST, ALL CLAIMS, LIABILITY, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF SERVICE PROVIDER, ITS

AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SERVICE PROVIDER OR ANY OF SERVICE PROVIDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO SERVICE PROVIDER'S AND THE COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS, AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SERVICE PROVIDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THEFT. SERVICE PROVIDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY FROM ITS OFFICIALS, EMPLOYEE, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER, CAUSED TO ANY PERSON, OR THE PROPERTY OF ANY PERSON, OCCURRING IN RELATION TO THE SERVICE PROVIDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SERVICE PROVIDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGEMENTS TO THE COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE THE COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF THE COUNTY REQUIRED BY SERVICE PROVIDER IN THE DEFENSE OF EACH MATTER. SERVICE PROVIDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S), UNLESS OTHERWISE AGREED BY THE COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, THAT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF THE COUNTY, SERVICE PROVIDER SHALL NEVERTHELESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT OR ACTION, PROCEEDING, LIEN OR JUDGEMENT, UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF SERVICE PROVIDER ARE NOT AN ISSUE IN THE MATTER.

SERVICE PROVIDER'S INDEMNIFICATION SHALL COVER, AND SERVICE PROVIDER AGREES TO, INDEMNIFY THE COUNTY, IN THE EVENT THE COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED THE SERVICE PROVIDER TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SERVICE PROVIDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SERVICE PROVIDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will

pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. The County's solicitation documents for **23RFP101 Solid Waste and Recycling Services**;
- B. Service Provider's responsive documents for **23RFP101 Solid Waste and Recycling Services (including the Revised Exceptions)**;
- C. TDS Service Fee Details, being marked as **Exhibit A**; and
- D. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Nov 21, 2023 18:04 CST)

Authorized Signature
Bill Gravell

County Judge/Presiding Officer
Date: Nov 21, 2023, 20____

SERVICE PROVIDER:

Texas Disposal Systems Inc.

Name of Service Provider
[Signature]

Authorized Signature
Jay Howard

Printed Name
Date: November 1, 2023

Current Services													Respondent Price			
Building#	Building Name	Address	City	Qty	Container Size	Frequency Rate	Collection Week or Monthly	Type of Waste	Qty	Size	Frequency Rate	Collection Week or Monthly	Rental	Price Per Collection	Price Per Month	Annual % increase
1005	Round Rock A & B	211 Commerce Cove	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1008	Sheriff Office & Jail	508 S Rock Street	Georgetown	1	30 y	2	Month	Compactor	1	30 y	2	Month	\$350	\$ 800.00	\$ 1,950.00	N/A
1009	Justice Center	405 MLK	Georgetown			1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	2	20 cy	2	Month	Roll-off	2	20 cy	2	Month		\$ 725.00	\$ 2,900.00	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	1		1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1033	Taylor Annex	412 Vance Street	Taylor	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1043	Inner Loop Annx	301 SE Inner Loop	Georgetown	1		2	Month	Recycling	1	8 cy	2	Month		\$ 143.50	\$ 287.00	N/A
1062	Hutto Condo	321 Ed Schmidt Blvd	Hutto	3	95 g	1	Week	Regular	3	95 g	1	Week		\$ 28.94	\$ 376.22	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	8	8 cy	1	Week	Regular	8	8 cy	1	Week		\$ 43.39	\$ 1,504.19	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		\$ 54.96	\$ 476.32	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1075	Gun Range	W319Q (Gun Range)	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		\$ 41.31	\$ 179.01	N/A
1075	Sheriff Office Training Center	8160 Chandler Road	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		\$ 41.31	\$ 179.01	N/A
1078	EMS Training	3189 SE Inner Loop	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
180	Georgetown Annex	100 Wilco Way	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		\$ 215.00	\$ 215.00	N/A
1081	Liberty Hill Annex - CSCD	3803 FM 1869	Liberty Hill	1	95 g	1	Week	Regular	2	95 g	1	Week		\$ 28.94	\$ 250.81	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1	95 g	1	Week	Regular	1	95 g	1	Week		\$ 28.94	\$ 125.41	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1		1	Week	Recycling	1	8 cy	1	Week		\$ 88.16	\$ 382.03	N/A

Proposed services shall meet or exceed current service

Listed above are locations for immediate services

	Monthly		Annual	
Facilities Total:	\$	8,716.69	\$	104,600.24
CMF Total:	\$	2,900.00	\$	34,800.00
Total:	\$	11,616.69	\$	139,400.24

Trash		
Size	Price Per Collection	Annual % increase
Cart	\$ 28.94	0%
3 cy	\$ 31.38	0%
4 cy	\$ 34.62	0%
6 cy	\$ 41.31	0%
8 cy	\$ 43.38	0%

Roll-off		
10 cy	\$ 574.00	0%
20 cy	\$ 725.00	0%
30 cy	\$ 818.00	0%
40 cy	\$ 910.00	0%
RO Rental*	\$10 per day	0%
RO Delivery *	\$ 223.00	0%
Tons Over 6	\$ 85.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Recycle		
Size	Price Per Collection	Annual % increase
Cart	\$ 28.94	0%
3 cy	\$ 71.54	0%
4 cy	\$ 75.23	0%
6 cy	\$ 83.54	0%
8 cy	\$ 88.15	0%

Roll-off		
10 cy	\$ 456.00	0%
20 cy	\$ 492.00	0%
30 cy	\$ 559.00	0%
40 cy	\$ 627.00	0%
RO Rental*	\$10 per day	0%
RO Delivery *	\$ 223.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Organic Collection - Master Gardeners - bags only	
Call in service (as needed)	
Bag #	Price
1 - 20	\$ 165.00
21 - 40	\$ 230.00
41 +	add \$3.50 per additional bag

1. Bulky items that the County collects, those can be taken to the Georgetown Transfer Station if it is convenient for you. The address and fee schedule can be found here: <https://www.texasdisposal.com/gate-rates/>

2. Regarding organics collection for the Master Gardeners, unfortunately the only way I have to service that would be the bag scenario that we discussed because I don't have organics dumpster routes in the area. The pricing would be as follows:

a. Call in service (as needed): 1-20 bags = \$165, 21-40 bags = +\$65, and bags 41 and over = +\$3.50/bag