

**GENERAL SERVICE AGREEMENT WITH  
THE CITY OF GEORGETOWN, TEXAS**

This General Service Agreement is entered into and made effective on the \_\_\_\_ day of \_\_\_\_\_ by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the “City”), and Green Planet, Inc., a Texas limited liability company (the “Contractor”), for the following work: Hazardous Household Waste Collection Events as described the City of Georgetown’s Request for Proposal 202221 (“RFP 202221” or “Exhibit A”) and Contractor’s Proposal to RFP 202221 (“Exhibit B”).

- 1. Consideration.** In consideration for the services performed and Contractor’s completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **one-hundred twenty thousand dollars and no cents (\$120,000.00)** during the initial term.
- 2. Term.** The initial term of the Agreement shall become effective from date of acceptance and approval by the City of Georgetown. It shall remain in full force and effect with firm, fixed Proposal prices for twelve (12) months with the option to renew for four (4) additional one (1) year terms, five (5) years total. Any renewal must be in writing and executed by the parties.
- 3. City Terms Prevail.** In the event there is a conflict between a term in Exhibit A, Exhibit B, and a term in this Agreement, the terms of this Agreement shall prevail. In the event there is a conflict between a term in Exhibit A and Exhibit B, Exhibit A shall prevail.
- 4. Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.
- 5. City’s Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
- 6. Non-Appropriation.** This Agreement is a commitment of City’s current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.

- 7. Executed Agreement.** The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the “Notice to Proceed”), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.
- 8. Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.
- 9. Subcontractor.** The term “subcontractor” shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 10. Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit C**. Contractor’s insurance certificate satisfying the City insurance requirements is attached as **Exhibit D**.
- 11. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS’ FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**
- 12. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS,**

**VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANYPERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

- 13. Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 14. Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
- 15. Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.
- 16. Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.
- 17. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and

materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

**18. Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party ("Confidential Information") except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

**19. Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Greent Planet, Inc.  
ATTN: Virginia Belmore  
6371 State Hwy 276 W.  
Royse, TX 75189  
[vbelmore@greenplanetinc.com](mailto:vbelmore@greenplanetinc.com)

Notice to the City:

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627  
[david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

With a copy to:

City of Georgetown  
ATTN: City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
[skye.masson@georgetown.org](mailto:skye.masson@georgetown.org)

- 20. Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor's services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.
- 21. Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
- 22. Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
- 23. Right to Audit.** The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- 24. Advertising and Publicity.** Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
- 25. Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 26. Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 27. Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 28. Contractor Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 29. No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 30. Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 31. Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
- 32. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.
- 33. Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

- 34. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.
- 35. Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.
- 36. Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.
- 37. Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- 38. Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

#### **List of Exhibits**

- A. RFP 202221
- B. Contractor's Proposal to RFP 202221
- C. Insurance Requirements
- D. Certificates of Insurance

*[signatures on the following page]*

**CONTRACTOR**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GEORGETOWN**

By: \_\_\_\_\_

Josh Schroeder, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Robyn Densmore, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Skye Masson, City Attorney



**EXHIBIT A**

Household Hazardous Waste Collection - RFP 202221



# Household Hazardous Waste Collection

RFP 202221

Due: May 30, 2022, 2PM

## REQUEST FOR PROPOSAL

CITY OF GEORGETOWN

300-1 Industrial Ave  
Georgetown, TX 78626

PO Box 409  
Georgetown, TX 78627

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## INTRODUCTION

**The City of Georgetown seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Offeror) with substantial and relevant experience and expertise to provide Household Hazardous Waste.**

The successful Offeror (Consultant) must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

## DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposals:

**A. AGREEMENT**

A mutually binding legal document obligating the Consultant to furnish the goods and services specified within this solicitation and obligating the City to pay for the goods and services as agreed upon.

**B. CITY**

The City of Georgetown, located in Williamson County, Texas.

**C. CITY COUNCIL**

The elected officials of the City of Georgetown, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

**D. CONSULTANT**

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this Request for Proposals. The successful Offeror of this Request for Proposals.

**E. E-BID SYSTEM**

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Offerors and allows interested Offerors to submit Proposals in response to solicitation documents. The term "e-bid" and/or "electronic bid" means the Offeror's electronic Proposal submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used interchangeably to describe the above invitation for proposal process to submit an authorized Proposal to the City in response to this Request for Proposals.

**F. HOUSEHOLD HAZARDOUS WASTE [HHW]**

Waste materials generated by Tier I & II residents that cannot be disposed of in any City recycling, landfill or other residential diversion program, such as bulky collections or yard trimmings. It includes any chemicals purchased over the counter for use in the home or yard.

**G. HOUSEHOLD HAZARDOUS WASTE EVENT**

Events scheduled by the City of Georgetown and approved by Texas Commission on Environmental Quality (TCEQ) to collect HHW.

**F. OFFEROR**

The **Individual, Firm or Corporation (Offeror)** that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the goods to the City.

**G. PIGGYBACK CONTRACT**

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

**H. PROPOSAL**

A complete, properly signed response to this solicitation.

**I. PURCHASE ORDER**

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

**J. REQUEST FOR PROPOSALS (RFP)**

This solicitation document issued by the City containing terms, conditions and specifications for the goods or services to be procured.

**NOTICE TO OFFERORS**

**A. NOTICE**

All Proposals are due on or before **2:00PM CST on May 30, 2022**. Solicitations are posted and available to download from the City of Georgetown’s On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

Offerors may receive notice of Requests for Proposals from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

**B. RECEIPT OF PROPOSALS**

1. All Proposals shall be submitted in electronic form through the City’s web site at: <https://georgetown.ionwave.net/Login.aspx>. All interested Offerors are required to register as a “supplier” on the City’s E-bid System at the above web address and clicking on “Supplier Registration”. Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.
2. Electronic Proposals shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown. Electronic Proposals must be received prior to the time and date specified in the City’s E-bid System. The mere fact that the Proposal was dispatched will not be considered; the Offeror must ensure that the Proposal was properly uploaded in the System. The time Proposals are received shall be determined by the electronic clock in the City’s E-bid System.

**C. QUESTIONS and INQUIRIES**

Questions and inquiries about this Request for Proposals shall be submitted in writing to the following individual:

Buyer-Conner McGowan  
Purchasing Department  
Email: [conner.mcgowan@georgetown.org](mailto:conner.mcgowan@georgetown.org)

**D.** The deadline for written questions is **May, 20, 2022 at @ 5:00PM (CST)**. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Offerors to the best of their ability in advance of the Proposal Due Date.

**E.** Offerors shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided

shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

**F. ANTICIPATED SCHEDULE OF IMPORTANT DATES**

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		April 22, 2022
Pre-Proposal Conference	9:00 AM CST	May 16, 2022
Deadline for Questions and Inquiries	5:00 PM CST	May 20, 2022
Proposals Closing Date and Time	2:00 PM CST	May 30, 2022
City's Review of Proposals		June 1, 2022
Earliest Award by City		July 12, 2022

The city reserves the right to modify these dates.

**G. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be conducted on Monday, May 16, 2022 at Georgetown Public Library located at 402 West 8th or [teams pre-proposal meeting](#) beginning at 9:00AM to 3:00PM central time. This meeting is not mandatory. Any questions and answers addressed during the conference meeting will be issued in an addendum and all known parties will be notified.

**H. FINALIST INTERVIEWS and/or PRESENTATIONS**

Offerors reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours on Jun 13, 2022.** Following any presentation and/or interviews, proposals will be ranked in order of preference and contract negotiations will begin with the top ranked Firm. Should negotiations with the highest ranked Firm fail to yield a contract, or if the Firm is unable to execute the City's contract, negotiations will be formally ended and then commence with the second highest ranked Firm, etc. However, the City, may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

**GENERAL TERM and CONDITIONS**

**A. ADDENDA**

If it becomes necessary to revise any part of this Request for Proposals, prior to the due date and time, a written addendum will be provided to all known interested Offerors. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Offerors in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the Request for Proposals and specifications. However, it shall be the sole responsibility of the Offeror to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Offeror shall provide written acknowledgment of all addenda.

**B. BUSINESS PRACTICES**

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

**C. CERTIFICATION**

This Request for Proposals includes a certification page. Offeror must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Offeror.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who

will be responsible for answering all questions.

3. Certify that they have not conspired with any other potential Offerors in any manner to attempt collusion, conspiracy or otherwise obtain an advantage against the City.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same and have not filed bankruptcy.

**D. COLLUSION**

Advanced disclosures of any information to any particular Offeror which gives that particular Offeror any advantage over any other interested Offeror in advance of the opening of Proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

**E. COMMUNICATION**

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Proposals prior to the time an award has been made. Communication between Offerors and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award, or any future solicitation. Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed as provided herein.

**F. DISCLOSURE**

All proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which Offerors identify as proprietary, all proposals will be open for public inspection after the contract award.

**G. DISCLOSURE OF CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any Consultant or person considering doing business with a local government entity disclose the Consultant or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Any completed Conflict of Interest Questionnaires shall be submitted to the City. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

**H. DISCLOSURE OF INTERESTED PARTIES**

Contracting hereunder may require compliance with Texas Government Code §2252.908/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

- a. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
- b. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to Section 2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

- c. The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

**I. EFFECTIVE DATE and TERM**

The Agreement shall be effective upon the latter of the following: the Offeror's signature on the Proposal and approval by the City Council, or their designee and issuance of an agreement and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

**J. EXCEPTIONS**

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Proposal. Any deviations or exceptions are subject to review by the City and may deem the Proposal disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

**K. INTERLOCAL AGREEMENT**

Other governmental entities may be extended the opportunity to purchase from solicitations awarded by the City, with the consent and agreement of the successful Offeror(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Offeror's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

**L. MANAGEMENT**

Should there be a change in management after the due date and time, but before a contract is awarded, Proposers must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

**M. PERSONAL INTEREST**

No officer, employee, independent Consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Consultant shall render the Agreement voidable by the City. Nevertheless, the City may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

**N. PRICE WARRANTY**

The Offeror warrants that the prices proposed are fair and reasonable and not higher than those for similar projects of the same size and scope offered to other local governments in the United States.

**O. PRIORITY of DOCUMENTS**

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.



**P. PROHIBITED OFFERORS**

The City of Georgetown prohibits conducting business with Offerors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas. By signing and submitting this Proposal, Offeror certifies that either (1) Offeror a sole proprietorship or company with fewer than ten (10) employees, or (2) does not currently boycott Israel and will not boycott Israel during the term of the agreement. Further, Offeror certifies Offeror is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

**Q. PROTEST PROCEDURES**

1. Offerors are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
  - The name, address and telephone number of the protestor
  - The signature of the protestor or protestor's representative
  - The solicitation or contract number
  - A detailed statement of the legal and/or factual ground of the protest
  - The form of relief/result requested

Protests shall be mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Purchasing Manager. Award will be made in the best interest of the City.

**R. PUBLIC INFORMATION**

All Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

If an Offeror believes that a Proposal or parts of a Proposal are confidential, then the Offeror shall so specify. The Offeror shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Proposal, which the Offeror believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

**S. REIMBURSEMENTS**

There is no expressed or implied obligation for the City of Georgetown to reimburse responding Offerors for any expenses incurred in preparing Proposals in response to this Request for Proposals and the City will not reimburse responding Offerors for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

**T. REPRESENTATIONS and RESPONSIBILITIES**

By submitting a Proposal in response to this RFP, Offeror represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a Proposal in response to this RFP, the Offeror represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has

supplemented this information through due diligence research and that the Offeror sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

**U. RESERVATIONS**

The City reserves the right to request clarification or additional information specific to any Proposal after all Proposals have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Proposal, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Request for Proposals when deemed to be in City's best interest.

**V. STANDARD TERMS and CONDITIONS**

The City's Standard Terms and Conditions are attached as Exhibit B. The successful Firm will be required to execute an agreement containing the City's Standard Terms and Conditions. All Proposers shall be required to thoroughly read and understand the Standard Terms and Conditions. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Terms and Agreements must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications.

**W. WITHDRAWAL by CITY**

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all Proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any Proposals received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Offeror(s) it deems to be most qualified to fulfill the needs of the City. Offeror(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

**X. WITHDRAWAL by OFFEROR**

Respondents may request withdrawal of a sealed Proposal *prior to the scheduled opening time*, provided the request for withdrawal is submitted to the City in writing.

**Y. VENUE**

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Georgetown, Texas, and venue for any action related to this contract will be Williamson County, Texas.

**SPECIAL TERMS and CONDITIONS**

**A. TERM OF AGREEMENT**

**1. Original Term:**

The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown. It shall remain in full force and effect with firm, fixed Proposal prices for twelve (12) months.

**2. Renewal Term:**

Upon completion of the term of the original agreement and upon mutual agreement of both parties,

the original agreement may be renewed for up to three (3) additional one- (1-) year terms [four (4) years total]. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to the escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

## **B. ESCALATION/DE-ESCALATION**

The unit prices of all services are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5)% increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five (5) % per renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

## **BACKGROUND AND CURRENT CIRCUMSTANCES**

### **A. CITY of GEORGETOWN**

Georgetown is a Home Rule Charter City and operates under a Council - Manager form of government. A mayor, elected at large, and seven Council members, elected from single member districts, serve staggered, three-year terms. Georgetown is located on Interstate 35, the major corridor between Dallas and San Antonio, at the intersection of State Highway 130. Georgetown was founded in 1848 with a strong agricultural base, in the heart of Williamson County, 26 miles north of Austin. Today, Georgetown has an estimated population of 59,391 within the city limits, with an estimated population of 85,753 within the extra-territorial jurisdiction (ETJ) and serves as the county seat of Williamson County.

Georgetown's economic development initiatives to expand jobs and tax base have been with a careful focus of maintaining and expanding its status as a signature destination. The award- winning historic downtown square, along with its extensive, award-winning parks and river trail systems along the North and South San Gabriel Rivers and Lake Georgetown have been leveraged to make the City one of the most attractive places to live and work.

This unique character and small-town charm was a key factor for Del Webb Corporation when it built its first Texas development in Georgetown with the 1995 opening of Sun City, Texas. Today, over 7,200 homes with over 13,500 retirees make Sun City and Georgetown their home.

Georgetown is also home to Southwestern University, which continues to receive national recognition. The University has been named to Kiplinger's list of the 100 best values in liberal arts colleges and has been noted as one of 'America's Best Value Colleges' by the *Princeton Review*. With more than 1,528 students and over 500 employees, the University provides substantial economic and cultural contributions to Georgetown.

### **B. CURRENT CIRCUMSTANCES**

At citizens request, and City Council budget approval, the City of Georgetown will host a minimum of 4 household hazardous waste collection events per year. Requests for household hazardous waste disposal

is the number one call Environmental Services receives on a weekly basis. Events are intended to provide an avenue for residents to dispose of hazardous materials in their households such as paint, gasoline, pesticides, cleaners etc. which are not allowed in the municipal waste streams. We hold our events at 425 East Morrow Street, Georgetown, Texas from 3:00PM to 6:00PM for drive through disposal.

## QUALIFICATIONS

**RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:

- A. Be firms, corporations, individuals or partnerships normally engaged in providing household hazardous waste collection and disposal as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
- B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
- C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
- D. Have been directly responsible for the transportation, storage, and disposal of hazardous waste and worked with a permanent municipal household hazardous collection program for at least twelve months.

## SCOPE OF WORK

### **SCOPE OF WORK**

The Successful Offeror shall, for each issue, provide the following:  
Services shall include, but are not limited to, training City personnel; providing all containers and packing materials for disposal; providing personnel to unload from residential vehicles, sort, pack, create and apply shipping labels, generate manifests, and transport/dispose of HHW from the City events on scheduled dates, a minimum of four and a maximum of six times per year, in accordance with the minimum requirements herein and as mutually agreed between the Contractor and the City.

**SERVICE REQUIREMENTS:** The Contractor shall:

- A. Comply with all federal, state and local regulations concerning hazardous waste operations. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the U.S. Environmental Protection Agency (USEPA), the Texas Commission of Environmental Quality (TCEQ), the Texas Railroad Commission (RRC), the U.S. and Texas Departments of Transportation (USDOT and TXDOT), or any other regulatory authority or agency or any other regulatory authority or agency.
- B. Obtain and maintain during the term of the Agreement, at no additional charge to the City, all licenses, permits, authorizations, or any documents required by federal, state, county and municipal governments and other authorities so that the Contractor may conduct the work necessary to fulfill

the requirements of the Agreement.

- C. Complete a waste manifest that indicates the contents (volume & weight) of each drum or container transferred from the collection site to authorized storage, treatment or disposal facilities. Within seven (7) calendar days following the collection event, one legible copy of each form shall be submitted to the City's Project Representative. A copy of the Certificate of Disposal shall be provided within fourteen (14) calendar days following the scheduled collection event date to document the site and method of disposal.
- D. Establish and implement a procedure according to regulations contained in 40 CFR § 262.11 to identify unknown or partially identified wastes. This procedure shall at a minimum consist of the following:
  - i. Open and sample containers holding unknown or partially identified wastes.
  - ii. Identify the wastes at the collection site or elsewhere in sufficient detail to permit safe transportation in accordance with applicable regulations.
- E. Prepare the Generator's Waste Material Profile Sheet and any required manifests. These documents shall be complete and shall contain the necessary and appropriate signatures. The Contractor shall sign as "generator" and as "transporter" of the waste.
- F. Notify the City in writing within seventy-two (72) hours of receipt any new environmental violations, warnings, or fines.
- G. After award, train City personnel and volunteers (max 8) in proper categorization, segregation, and packaging techniques for HHW collection activities.
- H. After award, provide a formal safety plan including spill remediation procedures in reference to HHW.
- I. Provide adequate number of collection containers, packaging materials, and required labels for the City to package HHW and to bulk latex and aerosol spray paint.
- J. Supply drums, collection containers, and spill materials to be delivered to the collection event site.
- K. Assume generator status of HHW picked up from the City HHW collection event.
- L. Collect, transport, and dispose of household hazardous wastes from the City collection.

#### **HANDLING AND SUPPLIES:**

- A. Any storage, transportation or disposal of hazardous or nonhazardous waste undertaken by the contractor under this Agreement shall comply with all applicable local, state, or federal regulations and law. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule, or regulation of the USEPA, USDOT and TXDOT, the RRC, the TCEQ, or any other regulatory authority or agency.
- B. The Contractor shall store wastes at its storage facility in compliance with the requirements of the hazardous waste rules, 30 Texas Administrative Code Chapter 335, and local fire codes and ordinances. The Contractor shall continue to store the wastes at the storage facility, in accordance with these requirements until authorized to ship the wastes from the facility.
- C. The Contractor shall treat or stabilize wastes and perform laboratory analyses on unidentified or partially identified wastes in compliance with the requirements of the hazardous waste rules, Title 30 Texas Administrative Code Chapter 335.

**SCHEDULED COLLECTIONS:** Nonconforming wastes, as listed below, will not be accepted during the scheduled collection events. The Contractor shall:

- A. Provide a formal spill control plan that lists required materials and employees trained to initiate immediate corrective action in the case of a spill or release associated with the scheduled HHW pick-up dates. The plan shall include the management and recovery of any unplanned spill or release of wastes into the environment. These trained employees shall also serve as chemists and/or technicians. Documentation of training must be submitted.
- B. Provide adequate number of personnel on scheduled HHW collection events (disposal chemist and/or technicians) who must have completed, at a minimum, 40-hour hazardous materials certification training and physically worked on three (3) chemical waste collection jobs, to perform all segregation, inventorying, packaging bulking, manifesting and transportation activities for the collected wastes.
- C. Provide all equipment necessary to properly unload, handle, weigh, identify unknowns or partially identified wastes, properly package, label, and transport all collected wastes.
- D. Provide all personal protective equipment required by all local, state, and federal regulations for hazardous waste operations.
- E. Pick up for transport and disposal all HHW collected by the City.

**DISPOSAL:** Contractor shall make and implement all arrangements needed for the proper disposal of the wastes received during the scheduled collection dates, including the following:

- A. The disposition of the wastes collected shall be by direct transportation from the collection site to a licensed TSO (Transportation, Storage and Disposal) facility authorized under the Resource Conservation and Recovery Act (RCRA), subject to approval by to the City's Project Representative. In addition, said disposal facility shall be free of any pending enforcement or compliance proceedings with the EPA, TCEQ, or other local and state regulatory agencies.
- B. If the wastes will be disposed of outside of the State of Texas, the Contractor shall list the sites.
- C. Wastes that cannot be incinerated will be authorized for disposal at a permitted hazardous waste landfill.
- D. The EPA and TCEQ Identification Numbers for the collection activities shall be submitted with the proposal. These numbers will be used to identify and treat collected wastes.

**CITY RESPONSIBILITIES:** The City shall:

- Submit a 45-day notification letter to TCEQ prior to October 1 of each year, in order to receive approval for four events (quarterly events) to be held at the 425 East Morrow Street unless that site is unavailable, and then another approved location will be utilized.
- Receive TCEQ approval letter and distribute it to those involved in the HHW collection event including the contractor, PW Streets, and volunteers.
- Customer Care will register up to 400 accounts/residents per event; and create check in lists for each event.
- Communications and other City Departments will promote the event.
- PW Streets will setup and manage the traffic plan.
- Recruit volunteers to assist with the HHW event.
- Submit annual report to TCEQ.

**NON-CONFORMING WASTE:** the following products and wastes shall not be accepted at collection events:

1. Explosive or potentially shock sensitive materials
2. Biological, etiologic, and infectious materials and medical wastes
3. Any other wastes the City deems unacceptable

## EVALUATION and SELECTION PROCESS

As this is a solicitation by Competitive Sealed Proposals, the City will select an Offeror whose Proposal is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a proposal, Offeror acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Offerors acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

**BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services which may include references with at least one being from a municipality or other government agency;
- C. Quality of the Respondent's goods and services;
- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

### **A. CLARITY AND QUALITY OF PROPOSAL**

**Pass/Fail**

Offerors must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

### **B. PROPOSAL TECHNICAL EVALUATIONS**

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Offeror's responses to the requirements contained in this RFP.

<b>Offeror Background</b>	<b>10 points total</b>
<b>Experience and Qualifications</b>	<b>30 points total</b>
<b>Technical Approach</b>	<b>30 points total</b>

### **C. COST EVALUATION**

Price shall be considered, but shall not be the sole determining factor.

**D. REFERENCE CHECKS**

The City reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. The City reserves the right to use a third party to conduct reference checks. Only top scoring Offerors may receive reference checks and negative references may eliminate Offerors from further consideration.

**E. INITIAL EVALUATION and RANKING**

Following the Technical and Cost proposal evaluation, the City will compile the final scores. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made to the Offeror which, in the City's opinion, has submitted the Proposal most beneficial to the City for award.

**F. INVITATIONS FOR ORAL INTERVIEWS**

The Evaluation Committee may conclude after completion of the Technical and Cost Proposal evaluation(s) that oral interviews/presentations and/or demonstration are required in order to determine the most qualified Offeror. The selection of Offerors to make presentations will be based on the initial Evaluation and Ranking. All Offerors may not necessarily be extended an invitation for oral interviews. The City reserves the right to select Offerors to interview that are most likely to be selected for an award of a contract.

**G. ORAL INTERVIEWS, PRESENTATIONS or DEMONSTRATIONS**

Selected Offerors will be given an opportunity for oral interviews, presentations and/or demonstrations. The presentation process will allow Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their Proposals. At this stage, Offerors shall not be allowed to alter or amend their proposals. The Evaluation Committee will score each presenting Offeror:

**Oral Interview**

**10 points total**

**H. FINAL EVALUATION and RANKING after ORAL INTERVIEWS**

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

(original technical score + original cost score) + (oral interview score) = final total score.

**I. BEST and FINAL OFFER**

The Evaluation Committee may determine that Best and Final Offers are required. If Best and Final Offers are requested and submitted by Offerors, they will be evaluated using the stated criteria and scored by the Evaluation Committee. ***(Offerors are highly encouraged to provide its best offer in the original Proposal. Offerors should not expect that the City will request a Best and Final Offer).***

**J. FINAL SCORING and RANKING after BEST and FINAL OFFERS**

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

(original technical score + oral interview score) + (best and final offer cost score) = final total score



## SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

Refer to <https://georgetown.ionwave.net/Login.aspx> for further information on how to submit proposals electronically.

The City of Georgetown requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Offerors shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

### **TAB A OFFEROR BACKGROUND**

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-Consultant

### **TAB B EXPERIENCE and QUALIFICATIONS**

1. Describe at least three (3) projects that are complementary in nature to this project.
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Offeror shall submit a list of their employees and appropriate training/certifications who will work as part of this engagement.
4. Divulge any and all environmental violations, warnings, or fines for which it was cited during the last five (5) calendar years.

### **TAB C TECHNICAL APPROACH**

1. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing services.
2. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.
3. Clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

### **TAB D COST PROPOSAL**

1. Provide a cost for all line items through the Georgetown Ebid system.
2. Pricing should include fees for mobilization and disposal for each line item.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

### **TAB E REFERENCES**

1. A minimum of three (3) references should be included (preferably other City, town or local governments in Texas that the Offeror has provided services to).
2. References must include agency name, contact name and contact email.

### **TAB F COMMENTS/CHANGE REQUESTS to EXHIBIT B**

A copy of the City's Standard Form of Agreement (SFA) is attached as Exhibit B to this RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

### **TAB G CERTIFICATION and ACKNOWLEDGEMENT PAGES**

Please complete the Certification and Acknowledgments on pages 18 and 20 of the RFP

**CERTIFICATION and ACKNOWLEDGEMENT**

The undersigned affirms they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening. Further, Offeror certifies that Offeror is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: Virginia Belmore Title: President

Typed Name: Virginia Belmore Company Name: Green Planet, Inc.

Phone No.: (972) 636-1515 Fax No.: (972) 636-3948

Email: vbelmore@greenplanetinc.com

Proposal Address: 6371 State Hwy 276 W. Royse City, TX 75189  
P.O. Box or Street City State Zip

Order Address: Same as above  
P.O. Box or Street City State Zip

Remit Address: Same as above  
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-2697891

DUNS No.: 968373225

Date: 5/26/22

## CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.
  - 1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
  - 2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
  - 3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
  - 4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Contractor Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: Virginia Belmore Title: President

Typed Name: Virginia Belmore

Company Name: Green Planet, Inc.

Date: 5/26/22

**COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.**

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Green Planet, Inc.  
 Royse City, TX United States

Certificate Number:  
 2022-881634

Date Filed:  
 05/03/2022

Date Acknowledged:  
 07/12/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Georgetown

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 202221  
 Household Hazardous Waste Collection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Virginia Belmore, and my date of birth is 1/31/1966

My address is 6371 State Hwy 276 W., Royse City, Texas, 75189, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hunt County, State of Texas, on the 3 day of May, 2022  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## EXHIBIT A – Acceptable Disposal Facilities

1. EPA/TCEQ Registration Number(s): TXD055141378/50089

Company Name: Clean Harbors Deer Park, LP

Address: 2027 Independence Pkwy, La Port TX 77571

Point of Contact: Jim Guyton

Telephone No.: (281) 910-7678

Fax: (214) 631-4768

2. EPA/TCEQ Registration Number(s): ARD069748192/D0005

Company Name: Clean Harbors El Dorado, LLC

Address: 309 American Circle, El Dorado, AR 71730

Point of Contact: Jim Guyton

Telephone No.: (281) 910-7678

Fax: (206) 337-1765

3. EPA/TCEQ Registration Number(s): TXD069452340/50052

Company Name: US Ecology Texas, L.P.

Address 3277 CR 69, Robstown, TX 78380

Point of Contact: Ben Bennett

Telephone No.: (800) 242-3209

Fax: (361) 387-0577

4. EPA/TCEQ Registration Number(s): 1417B

Company Name: Turkey Creek Landfill

Address: 9100 S IH 35 W, Alvarado, TX 76009

Point of Contact: Mike Templin

Telephone No.: (817) 790-0311

Fax: (817) 783-6257

5. EPA/TCEQ Registration Number(s): TXR000082132

Company Name: Midstate Environmental Services, LP

Address: 400 Della Road, Hutchins, Texas 75401

Point of Contact: Terry Pefuhl

Telephone No.: (214) 748-5764

Fax: (214) 761-1039

6. EPA/TCEQ Registration Number(s): TXR000079479/88812

Company Name: Green Planet, Inc.

Address: 6371 State Hwy 276 W, Rovse City, TX 75189

Point of Contact: Hassan Aicha

Telephone No.: (972) 636-1515

Fax: (972) 636-3948

7. EPA/TCEQ Registration Number(s): TXD055135388/50267

Company Name: SET Environmental Services

Address: 5738 Cheswood Street, Houston, TX 77087

Point of Contact: Lisa Beard

Telephone No.: (713) 645-8710

Fax: (713) 649-1027

8. EPA/TCEQ Registration Number(s): TXD008029191/32696  
Company Name: Lighting Resources Texas, LLC  
Address: 101 E. Bowie Street, Fort Worth, TX 76110  
Point of Contact: Brian Anderson  
Telephone No.: (817) 921-1440  
Fax: (817) 921-1504

9. EPA/TCEQ Registration Number(s): TXCESQG/86149  
Company Name: Pure Chem. Inc.  
Address: 11050 South US Highway 287, Rhome, TX 76078  
Point of Contact: Chris Ludwig  
Telephone No.: (817) 636-2089  
Fax: (817) 283-8818

10. EPA/TCEQ Registration Number(s): TND000772186/D0047  
Company Name: Tradebe Treatment and Recycling of Tennessee LLC  
Address: 5485 Victory Lane, Millington, TN 38053  
Point of Contact: Paul Foster  
Telephone No.: (832) 425-1808  
Fax: (408) 519-3407

11. EPA/TCEQ Registration Number(s): TXD069452340/50052  
Company Name: US Ecology Texas, LP  
Address: 3277 County Road 69, Robstown, TX 78380  
Point of Contact: Kathy Yeary  
Telephone No.: (800) 242-3209  
Fax: (361) 387-0577

## EXHIBIT B – CITY’S STANDARD FORM OF AGREEMENT

### GENERAL SERVICE AGREEMENT WITH THE CITY OF GEORGETOWN, TEXAS

This General Service Agreement is entered into and made effective on the 26 day of May, 2022 by and between the **City of Georgetown**, a Texas home-rule municipal corporation (the “City”), and **Green Planet** Texas limited liability company (the “Contractor”), for the following work: \_\_\_\_\_, as described in the Scope of Services, attached as **Exhibit “B”**.

- 1. Consideration.** In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed **\$175,000.00**.
- 2. Term.** The initial term of the Agreement shall become effective from date of acceptance and approval by the City of Georgetown. It shall remain in full force and effect with firm, fixed Proposal prices for twelve (12) months with the option to renew for three (3) additional one (1) year terms, four (4) years total. Any renewal must be in writing and executed by the parties.
- 3. City Terms Prevail.** In the event there is a conflict between a term in **Exhibit B** and a term in this agreement, the terms of this agreement shall prevail.
- 4. Payment Application.** Within **seven (7)** calendar days of completion of the services, the Contractor will submit its payment application to the City.
- 5. City’s Payment and Approval.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Contractor within thirty days after of receipt of a correct payment application for services. The Contractor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Contractor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Contractor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to the City in accordance with Agreement.
- 6. Non-Appropriation.** This Agreement is a commitment of City’s current revenues only. The City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Contractor a written notice of termination at the end of its then current fiscal year.



- 7. Executed Agreement.** The Contractor shall not commence any work under this Agreement until the City provides written notice to proceed (the “Notice to Proceed”), which shall not occur until this Agreement is fully executed and all exhibits and other attachments are completely executed and attached to the Agreement.
- 8. Change Orders.** Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the scope of the services except in the event of a duly authorized change order approved by the City as provided in this Agreement.
- 9. Subcontractor.** The term “subcontractor” shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.
- 10. Insurance.** Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit C**. Contractor’s insurance certificate satisfying the City insurance requirements is attached as **Exhibit D**.
- 11. INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS’ FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**
- 12. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY**

**PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE WORK TO BE PERFORMED HEREUNDER BY CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

- 13. Performance.** Contractor, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
- 14. Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
- 15. Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Contractor from the City's Contractor list in the event that this Agreement is terminated for cause and any offer submitted by the Contractor may be disqualified for up to three (3) years.
- 16. Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Contractor pursuant to this Agreement. Contractor shall deliver all documents or other work product to the City upon request, including original versions if specified in the request.
- 17. Taxes.** The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

**18. Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the information of the other party (“Confidential Information”) except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Parties shall endeavor to designate Confidential Information as such at the time of disclosure. Each party agrees to secure and protect the other party’s Confidential Information in a manner consistent with the maintenance of the other party’s confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party’s Confidential Information to satisfy its obligations under this Section. This paragraph shall survive the term of the Agreement.

**19. Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Contractor:

Green Planet, Inc.  
Attn.: Virginia Belmore  
6371 State Hwy 276 W.  
Royse City, TX 75189  
vbelmore@greenplanetinc.com

Notice to the City:

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627  
david.morgan@georgetown.org

With a copy to:

City of Georgetown  
ATTN: City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
skye.masson@georgetown.org

**20. Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or joint venture. The Contractor’s services shall be those of an independent contractor. This Agreement does not grant any rights or privileges established for employees of the City. Contractor shall not be within protection or

coverage of any insurance that the City, from time to time, may have in force. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

- 21. Force Majeure.** The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
- 22. Nondiscrimination.** The Contractor, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
- 23. Right to Audit.** The Contractor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Contractor records related to the performance under this Agreement. The Contractor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- 24. Advertising and Publicity.** Contractor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
- 25. Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 26. Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 27. Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 28. Contractor Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is

inaccurate.

- 29. No Waiver.** No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 30. Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 31. Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
- 32. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.
- 33. Dispute Resolution.** If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 34. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph.
- 35. Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Contractor.
- 36. Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity.
- 37. Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

**38. Entire Agreement.** This Agreement, with all exhibits, attachments, and appendices attached, represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject of this Agreement.

**List of Exhibits**

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

*[signatures on the following page]*

**CONTRACTOR**

**CITY OF GEORGETOWN**

By: Virginia Belmroe

By: \_\_\_\_\_

Josh Schroeder, Mayor

Printed Name: Virginia Belmroe

Date: \_\_\_\_\_

Title: President

**ATTEST:**

Date: 5/26/22

\_\_\_\_\_

Robyn Densmore, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_

Skye Masson, City Attorney

## **EXHIBIT A**

# **SCOPE OF SERVICES**

The terms and conditions of this Agreement shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.



## EXHIBIT B

# PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses, including an accounting of actual hours worked. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

## EXHIBIT C

### INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and authorized to do business in the State of Texas
  - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement
  4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

**V. Commercial General Liability requirements:**

- A. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

**VI. Business Automobile Liability requirements:**

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**VII. Workers' Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
  
- B. The workers compensation insurance shall include the following terms:
  - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
  - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**VIII. Professional Liability** requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

**EXHIBIT D**  
CERTIFICATES OF INSURANCE

**EXHIBIT B**

Contractor's Proposal to RFP 202221

**Tab C**

**City of Georgetown Household Hazardous Waste Collection Event  
Operational Plan**

Event Location: 425 E. Morrow St. Georgetown, TX. 78626

The City of Georgetown is sponsoring for the Residents of Georgetown, a Household Hazardous Waste Collection event, to assist in the proper disposal of known waste that cannot be disposed of with the residential weekly trash service. This event will be limited to 300 vehicles that will be reviewed by staff of the City and/or volunteers confirming residency by license, or utility bill.

**The following items have been listed as acceptable material with quantity limits.**

<u>Acceptable items</u>	<u>Quantity</u>
Batteries	unlimited
Automobile batteries	unlimited
Pool and spa chemicals	unlimited
Used oil/oil filter	<=5 gallons
Transmission fluid	unlimited
Light bulbs	unlimited
Household grease	unlimited
Thermometers	unlimited
Lawn and garden chemicals	unlimited
Aerosols (hairspray) Lysol	unlimited
Household cleaners and disinfectants (marked caution, warning, or poison)	unlimited
Art and hobby chemicals	unlimited
Paint	What is the limit

**Note: All items must be in their marked, original container**

Unacceptable items

No unmarked containers	No electronics
No construction, commercial, and landscape waste	No tires
No medical and pharmaceutical items	No biological materials
No explosives – ammunition	No fireworks
No radioactive materials	No trailers
No mixed materials	

**Note: Unacceptable items will be turned away**

Staffing for Event

Number of City of Georgetown Employees - 6 This is to assist their own operations and oversee project as they see fit. Volunteers -2

Number of Green Planet, Inc Environmental Employees - 8

**Disposal Sites/Transporter and EPA Information**

**Disposal Site**

**EPA Identification Number**

**Green Planet, Inc.**

TXR000079479

6371 State Hwy 276 W  
Royse City, TX 75189

**US Ecology Texas, LP**

TXD069452340

3277 County Road 69  
Robstown, TX 78380

**Itasca Landfill**

TXR000084604

2559 FM 66  
Itasca, TX 76055

**Transporter**

**EPA Identification Number**

**Green Planet, Inc.**

TXR000079479

6371 State Hwy 276 W., Royse  
City, TX 75189

TCEQ Used Oil Handler, Transporter, Transfer  
Facility A85969  
TCEQ Solid Waste Registration 88812



The City of Georgetown is using social media, City website and local news to advertise what is acceptable and what is not acceptable, including limits per car for each waste category and the means of which each item must be labeled, in original packaging. In addition to prior marketing, the City will have staffed the drive thru area with volunteers and city employees, to review each waste item with the resident that they wish to attend to ensure it meets the requirements set forth for proper disposal.

**Material**

**Batteries**

**Automobile batteries**

Pool and spa chemicals

Used oil/oil filter

Transmission fluid

Light bulbs

Household grease

**Thermometers**

Lawn and garden chemicals

Aerosols (hairspray) Lysol

Household cleaners and disinfectants (marked caution, warning, or poison)

Art and hobby chemicals

Paint

**Bulk Process**

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Boxed

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Cubic yard box, lined for transportation

Green Planet will be responsible for labeling each container prior to transportation as well as filling out proper shipping documents with each container. Green Planet provide shipping documents for the City of Georgetown the night of the event and will give scanned copies within 5 business days of the event.

No bulking of waste will be done on site at this event.

Green Planet will have proper PPE for handling any known chemicals that are leaking in their original packaging.

### Waste Inventory/Record Keeping

- Residents will be checked by volunteers from the city at the entrance to the line. Cars will be monitored for proper quantity limits by Green Planet employees. If a resident has a request to take additional waste Green Planet would check with the on-site City of Georgetown representative to make a final call.
- Green Planet will provide shipping documents in compliance with shipping and disposal requirements

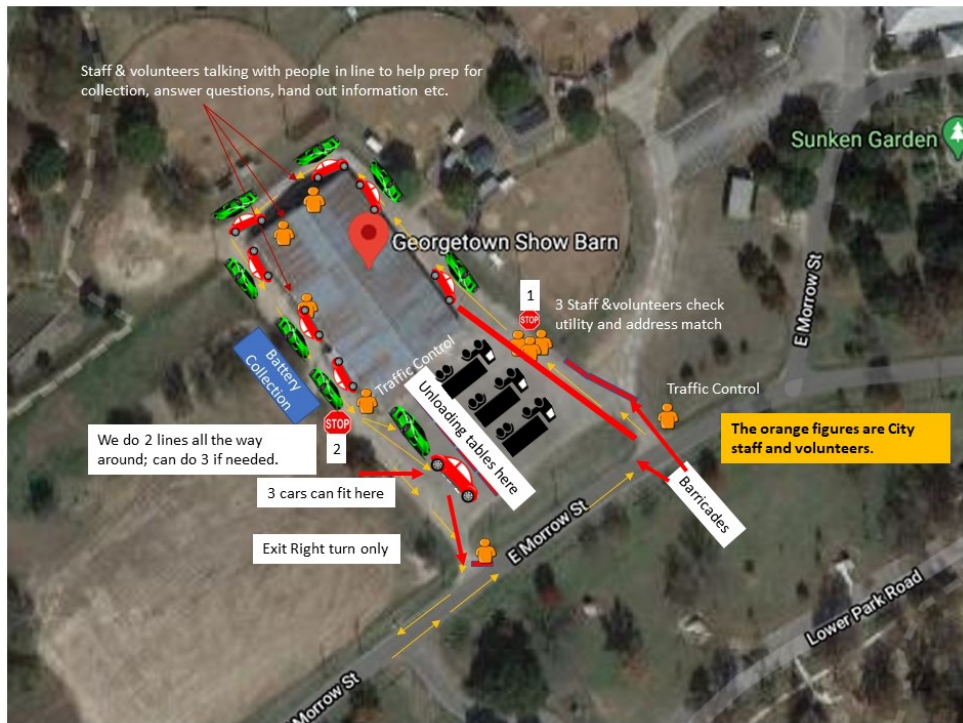
### Weather Plan for inclement weather

Rain – Continue as is

Wind – Continue as is

Extreme Temperatures – Will discuss day prior.

### Site Map and Traffic Map –



### **City of Georgetown Job Qualifications/Duties**

Volunteers will be checking utility bills and driver's license to verify customers coming meet requirements for waste accepted or helping to direct traffic for customers entering/exiting the property. Assist in managing battery boxes.

Solid Waste Coordinator, Water Services Specialist Technician - floater at the event to verify operations are going smoothly and to break City employees if needed; will be helping with directly traffic, verifying utility bills and drivers licenses match, sorting clothes for Goodwill and Josco, sorting batteries, and any other job activities which may come up.

Sign and Signal Field Tech, checking to see that City of Georgetown residents meet requirements for waste accepted or helping to direct traffic for customers entering/exiting the property. Assist in managing the battery boxes.

### **Green Planet, Inc. Chemist, Technicians and Staff**

All employees have proper DOT/HazMat/OSHA training in addition to the following:

- Managing multiple hazardous/Non-Hazardous waste streams at HHW events
- Segregation, packaging, labeling and transportation per DOT/EPA and TCEQ requirements

Project Manager - Bobbie Conlon will be on site to assist with communication between City employees and Green Planet staff.

Chemist/Chemical Engineer & Safety Manager - Hassan Aicha will be on site for the entire event.

Operations Manager/ Safety Manager - Virginia Belmore will be responsible for proper setup and segregation of acceptable material. In addition the Operations Manager will direct the flow of traffic through the unloading zone to ensure the safety of the staff and residence of the City of Georgetown.

All technicians will be briefed by Safety Manager on common hazardous waste prior to event to ensure there is a sound understanding of hazards associated with each waste, concerns and proper handling.

Green Planet Technician's will follow protocol directed by Safety Manager and their Health and Safety Plan.

### **Health and Safety Plan**

First Aid

All Green Planet Company Trucks have First Aid Kits and eye wash

Prior to event start, a safety meeting will be held to identify persons to dial 911 in the event of emergency with back up. In the event of fire, evacuation route and collection for all personal on the site at the time of the event will be identified.

#### Spills and Spill Reporting

Green Planet will be prepared for ANY spill response if needed. Basic immediate spill response equipment such as absorbent, boom and absorbent pads.

Project Manager - Bobbie Conlon will then discuss with City of Georgetown if any further spill response is needed. If any spill meets TCEQ reportable spill volumes, Tiffany Spicer will be responsible for notifying via the Spill Hotline at 1-800-832-8224. Any further follow up, example reporting, will be filed on behalf of the City of Georgetown by Green Planet and billed back to The City of Georgetown.

#### Personal Protective Equipment for Waste Handlers

- Rubber gloves
- Eye protection
- High Vis Vest
- Steel toe boots

#### Fire Extinguisher locations –

Trucks are all supplied with a min. of 1 fire extinguishers in case of emergency.

#### Evacuation Route

Follows traffic map. Volunteers and Staff at first point will ensure no more vehicles enter the property at that time, allowing vehicles to exit in case of emergency.

City of Georgetown Staff will notify local authorities of such evacuation route prior to events. In the event of emergency, local fire, police will be available for assistance in case of emergency.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

I. The Contractor agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and authorized to do business in the State of Texas
  - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement
  4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**VII. Workers' Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
- B. The workers compensation insurance shall include the following terms:
  - 1. Employer's Liability limits of \$1,000,000 for each accident is required.
  - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**VIII. Professional Liability** requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.



**EXHIBIT D**  
CERTIFICATES OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254	<b>CONTACT NAME:</b> Denise Leverett <b>PHONE (A/C, No, Ext):</b> (469) 726-4574 <b>E-MAIL ADDRESS:</b> denise@insuranceoneagency.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Green Planet, Inc. 6371 Highway 276 W  Roysse City TX 75189	<b>INSURER A:</b> Nautilus Insurance Company	<b>NAIC #</b> 17370
	<b>INSURER B:</b> Texas Mutual Insurance Company	22945
	<b>INSURER C:</b> GREAT DIVIDE INSURANCE COMPANY	25224
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: initial 21-22

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			ECP203577310	09/10/2021	09/10/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2035766-10	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			FFX203577410	09/10/2021	09/10/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	0001194566	09/10/2021	09/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
A	Professional Liability			ECP203577310	09/10/2021	09/10/2022	Occurrence	1,000,000

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

The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies when required by written contract. Coverage is primary and Non Contributory with a waiver of subrogation in favor of the additional insured. See attached supporting endorsements.

**CERTIFICATE HOLDER**

City of Georgetown  
 300-1 Industrial Avenue  
  
 Georgetown TX 78626

**CANCELLATION**

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

*Robin Phillips*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2035773-10	9/10/2021	9/10/2022	9/10/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2035773-10	9/10/2021	9/10/2022	9/10/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- c. Will not extend beyond that which is provided to you in this policy.

**II.** With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

- a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

**III.** With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV.** With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

## REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

### 1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

- V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

- VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION  
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)  
AUTOMATIC STATUS – COVERAGE A, B & D**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2035773-10	9/10/2021	9/10/2022	9/10/2021

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

I. The following is added to Paragraph 17. **Subrogation** of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

# ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

## BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**Section II – Liability Coverage A. – Coverage, 1. Who is an Insured**, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
  2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Green Planet, Inc. <b>Endorsement Effective Date:</b> 09/10/21
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### SCHEDULE

<b>Name(s) Of Person(s) Or Organization(s):</b>
Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

- 1.  Specific Waiver  
Name of person or organization
- Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: ALL TEXAS OPERATIONS
- 3. Premium:  
The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.  
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)  
This endorsement, effective on 9/10/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001194566 of Texas Mutual Insurance Company effective on 9/10/21

Issued to: GREEN PLANET INC



**Authorized representative**

This is not a bill

NCCI Carrier Code: 29939

9/8/21

USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
**Federal Motor Carrier Safety Administration**

**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
 under Sections 29 and 30 of the Motor Carrier Act of 1980**

# FORM MCS-90

Issued to Green Planet, Inc. of 6371 6371 State Highway 276 West Royse City, TX 75189  
 (Motor Carrier name) (Motor Carrier state or province)

Dated at 600 E Las Colinas, Blvd, Irving, TX 75039 on this 10 day of September, 2021

Amending Policy Number: BAP2035766-10 Effective Date: 09/10/2021

Name of Insurance Company: Great Divide Insurance Company

Countersigned by:   
 (authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.  
 This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 972-719-2423.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under [49 U.S.C. 13901](#), by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <a href="#">49 CFR 171.8</a> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <a href="#">49 CFR 172.101</a> ; hazardous waste, hazardous materials, and hazardous substances defined in <a href="#">49 CFR 171.8</a> and listed in <a href="#">49 CFR 172.101</a> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.