

CITY OF SAN BENITO

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STATE OF TEXAS

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## CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Contract for Solid Waste Collection and Disposal Service for the City of San Benito, Texas (hereinafter referred to as the "Contract") is made on the 17<sup>th</sup> day of August, 2021 between the City of San Benito, Texas (hereinafter referred to as "City") and BFI Waste Services of Texas, LP (hereinafter referred to "Contractor"). Definitions to contract language are included as Exhibit A.

### 1.00 EFFECTIVE DATE

The contract with the City of San Benito and the Contractor will be effective on this the 1<sup>st</sup> day of October, 2021. The performance shall begin on the date as jointly agreed upon by the parties involved which will ensure a smooth transition of responsibilities between the out-going and in-coming contractor and avoid the interruption of services to the customers.

### 2.00 TERM AND TERMINATION

#### 2.01 Term

The Initial term of the contract will be for four years and will commence on October 1, 2021 and will end on October 1, 2025. This contract may be extended with mutual written agreement for two (2) additional terms of two years each.

#### 2.02 Termination

If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days written notice of termination to the breaching party.

### 3.00 CONDITIONS OF CONTRACT

This Contract is entered into subject to the following conditions:

- a. Neither the Contractor, nor the City shall be liable for the failure to perform their duties if such failure is caused by an Act of God, war, governmental order or regulation.
- b. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

### 4.00 SCOPE OF WORK

The work under this Contract shall consist of commercial, industrial, construction, and residential solid waste collection and disposal, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

## 5.00 COLLECTION OPERATIONS

### 5.01 Service Provided

- a. Contractor shall provide automated residential curbside collection service for the collection of residential refuse to each residential unit two (2) times per week. The Contractor shall provide appropriate containers to each residential account. The Contractor will provide the City with 25 residential bin containers to keep in stock. Contractor shall pick up and remove all residential rush/bulky waste once every month under a schedule with the City. City shall require that containers and brush, along with bulky waste, be placed by 7:00 a.m. on the designated collection day at the curbside or at a place designated by City Management.
- b. Contractor shall provide dumpster bin collection services for the collection of refuse to commercial units, industrial units, and multi-family residential complexes of four (4) or more dwellings or according to individual agreement.
- c. Contractor shall have no obligation to collect refuse or debris (but not brush) left outside the polycart or bin.
- d. Commercial or Industrial Unit Customers disposing of greater volumes of waste or refuse than the size of container contracted for, will be treated as overflow of Solid Waste and will be documented. Contractor will provide such documentation to the City within 48 hours of pick up, to review the information received, and if it is correct, charge the customer for overflow fees. City may contact the Customer to adjust the Customer's container size or frequency of service based on the amount and frequency of the overflow. If the Customer chooses not to voluntarily adjust the Customer's container size or frequency of service and continues to overfill its Containers or Roll-Off Bins, Contractor will continue to bill overflow fees and payment made to Contractor by City for collections of overflowing containers that City directly bills. Contractor overflow fee will be charged in the amount of \$40 per cubic yard as set forth in Exhibit B, inclusive of the City's Franchise Fee, for all commercial accounts that are directly billed by City.
- e. During the term of this contract the Contractor shall make available or provide for the special collection from Residential Units for Construction Debris and Stable Matter upon terms and conditions, as contractor shall specify. Also, the Contractor may from time to time provide for the special collection of Dead Animals and Hazardous Waste at Commercial, Industrial and Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.
- f. Contractor shall provide the following services to City: thirteen (13) six-yard commercial bins serviced two (2) times per week and two (2) thirty-yard roll-off containers serviced up to twice per month at no charge.
- g. Contractor shall provide Six (6) thirty-yard roll-off hauls free of charge to the City each year for demolition/remodeling of condemned residential structures.
- h. Contractor shall provide up to five (5) brush pick-ups per month at City of San Benito Public Works Service Center.

### 5.02 Location of Bins, Containers, Brush/Bulky Waste for Collection

- a. Containers and brush/bulky items shall be placed at curbside for collection as required by city ordinance. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, brush/bulky items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, brush/bulky items shall be placed as close as practicable to an access point for the garbage truck. Contractor may decline to collect any residential refuse not properly placed in a Contractor issued container.

- b. Contractor shall provide bins for commercial and industrial units whenever customers request their use.

Contractor may decline to collect refuse in bins not so placed to permit a garbage truck unobstructed access.

#### 5.03 Items not collected

Items not collected under the terms of this contract include batteries, tires, liquids of any kind, hazardous waste, medical waste, asbestos, junk vehicles, dirt, rocks, asphalt, shingles, items containing Freon, corrugated metal, or any materials not expressly included in the scope of this Agreement, including but not limited to material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law (collectively "Excluded Waste").

#### 5.04 Hours of Operation

- a. Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day unless by the mutual agreement of City and Contractor due to unusual circumstances.
- b. Collection of commercial and industrial refuse as well as construction debris shall take place according to agreement between Contractor and its customers, but such agreement shall conform to the terms of city ordinance.

#### 5.05 Routes of Collections

- a. The contractor shall establish residential unit collection routes. Contractor shall submit a map designating the residential unit collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose changes in routes or schedule, which approval shall not be unreasonably withheld. Upon City's approval of the collection routes or any subsequent proposed changes, Contractor shall promptly give written or published notice to the affected residential units.
- b. The Contractor shall establish commercial and industrial unit collection routes. All routing must comply with City and State traffic laws. Contractor is not to use alleyways for traffic passage unless bins are located in the alleyway.

#### 5.06 Collection Equipment.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles, bins and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identification and website of the Contractor. The Contractor shall also provide reliable back up vehicles for regular collection service vehicles.

#### 5.07 Hauling.

All refuse hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. Contractor shall maintain vehicles to avoid such issues.

#### 5.08 Disposal.

All refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rates set forth in Exhibit B for each commercial and industrial unit and residential unit serviced by the contractor.

5.09 Holidays. The following shall be holidays for the purpose of this contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection services at residential units twice a week and commercial, industrial, and construction customers as per agreement with customer. Contractor will furnish advance notice to City of which holidays will be observed and what the alternate schedule will be. Alternate schedules will be subject to approval by the City.

#### 5.10 Complaints.

All complaints from a customer, the public or the City shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of refuse not collected within 24 hours after the complaint is received, if the complaint is not resolved on time, the contractor will issue a credit and the City crews will collect the refuse

#### 5.11 Office.

The Contractor shall maintain an office or other facilities through which he can be contacted. It shall be equipped with sufficient telephones and a local telephone number or a toll free number and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. from Monday through Friday, except for holidays.

#### 5.12 Notification.

The City shall notify all customers at commercial and residential units about complaint procedures, rates, regulations and days for scheduled refuse collection.

#### 5.13 Point of Contact.

All dealings, contracts, or communications between the Contractor and the City shall be directed by the Contractor to the City Manager or his (her) designee and by the City to the appropriate person to be designated by the Contractor.

### 6.00 SCHEDULE OF FEES / RATES

Please note the Schedule of Fees / Rates included on Exhibit B.

### 7.00 BASIS AND METHOD OF PAYMENT

#### 7.01 Collection

- a. For collection service required to be performed pursuant to Section 5.01 (a)-(c), the charges shall not exceed the rates as fixed by the contract documents as adjusted in accordance with Section 7.02.
- b. For special collection provided by the Contractor pursuant to Section 5.01(e), the charges are to be negotiated between the Contractor and the customer prior to collection. Fees charges shall follow a schedule of fees / rates.
- c. Invoices sent to City by Contractor should reflect the rates in the schedule of fees / rates.

#### 7.02 Modification to Rates

- (a) The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (Water and Sewer and Trash Collection Services index) as published by the U.S. Department of Labor as of the last month of the first year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date. The fees shall be increased for the ensuing twelve-month period in a percentage amount equal to one-hundred percent (100%) of the net percentage change of the Water and Sewer and Trash Collection Services index. All percentage changes are to be computed as the twelve (12) month average, year over year difference between the index values as of the month of July and shall not exceed 4% during any contract year. Annually modified rates shall not be lower than preceding year's rates.
- (b) As soon as possible before a Rate Modification Date, the Contractor shall send to the City a comparative statement setting out for both the Water and Sewer and Trash Collection Services index: (i) the twelve (12) month average index values as of the month of July from the current and previous year; (ii) the net percentage change; (iii) the composite percentage change equal to one-hundred percent (100%) of the net percentage in the Water and Sewer and Trash Collection Services index; and (iv) the increase in the fees which may be charged by the Contractor.
- (c) In addition, to the adjustment described in 7.02(a) and 7.02(b), the Contractor may from time-to-time petition the City for unit price adjustments on the basis of increased disposal costs, change in disposal site, additional duties and responsibilities imposed upon Contractor by changes or additions to laws, ordinances, rules or regulations currently in effect or additional duties and responsibilities imposed by new laws, ordinances, rules and regulations not in effect on the effective date of this Contract.
- (d) The annual percentage increase shall be the lower of (i) the composite percentage change; or (ii) Four percent (4.0%) of the current rate.

#### 7.03 City to Act as Collector.

Except for special services under Section 5.01(e), the City shall submit statements to and collect from all customers for services provided by the Contractor including those accounts that are delinquent. For services under Section 5.01(e), the Contractor will bill the customer directly.

#### 7.04 Delinquent and Closed Accounts.

The Contractor shall discontinue refuse collection services to all customers as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including, but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

#### 7.05 Contractor Billings to City.

The Contractor shall bill the City for services rendered to residential and commercial units within five (5) days following the end of the month and the City shall pay the Contractor on or before the twentieth (20th) day following the end of such month. Such billing and payments shall be based on the price rates and schedules set forth in the contract documents. The Contractor shall be entitled to payment for services rendered to all residential units and commercial units and Industrial units irrespective of whether or not the City collects from the customer for such services.

#### 7.06 Franchise Fees

City shall withhold 15% of all revenues as payment of franchise fee by the Contractor to the City on a monthly basis. Revenues do not include surcharges for sales tax. The 15% franchise fee on sales of service for 30-yard, roll-off commercial containers will also be withheld monthly based on records provided by the construction site's documented payment to Contractor for such service, which will be provided to the City as part of the "Final Inspection" on the construction site.

#### 8.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide residential, commercial, industrial, and construction refuse collection, removal and disposal services within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to the collection of hazardous waste from residential, commercial and industrial units, including demolitions, abatements and other material.

#### 9.00 OWNERSHIP

Title to refuse shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. **Contractor at no time will be responsible for and/or take ownership of items listed in Paragraph 5.03.**

#### 10.00 INDEMNITY

**The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.**

#### 11.00 INSURANCE

The contractor shall at all times during the Contract maintain in full force and effect Employer's Liability (or other state-approved program), Worker's compensation (or other state-approved program), Public Liability, and Property Damage insurance, including contractual liability coverage for the provision of Section VII.

Before commencement of work hereunder, the Contractor agrees to furnish to the City a certificate of insurance evidencing that such insurance has been procured and is in full force. The certificates shall be supplemented with a notice of cancellation endorsement providing that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder, except workers' compensation or other state-approved program and umbrella, if applicable.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage:	Limits of Liability:
Worker's Compensation (or other state-approved program)	Statutory
Employer's Liability (or other state-approved program)	\$1,000,000.00
Auto Bodily Injury Liability	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Auto Property Damage Liability	\$500,000.00 each occurrence
Bodily Injury Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Excess Umbrella Liability	\$500,000.00 each occurrence

If needed to satisfy the required minimum limits on the underlying policies

#### 12.00 RECORDS AVAILABLE FOR INSPECTION

Excluding personnel files and other Contractor confidential information, all records maintained by the Contractor directly relating to Contractor's performance of this Contract shall be available for inspection, audit or photocopying by the City during regular business hours and upon reasonable advanced written notice.

#### 13.00 COMPLIANCE WITH LAW

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

#### 14.00 LICENCES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the State.

#### 15.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

#### 16.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law and assignment to affiliates of contractor, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment, the assignees shall assume the liability of the Contractor.

17.00 AMENDMENTS TO CONTRACT

The provisions of this Contract shall be strictly complied with and conformed to by the Contractor and the City, and no amendment to this Contract shall be made except upon the written consent of the City and the Contractor.

No amendment to this Contract shall be construed to release either party from any obligation of this Contract except as especially provided for in such amendment.

18.00 JURISDICTION

Any disputes arising under this Contract shall be decided pursuant to the laws of the State of Texas and venue shall rest in Cameron County, Texas.

19.00 ENTIRE AGREEMENT

This Contract together with any attachments hereto represents the entire agreement between the parties hereto and any other representatives or inducements which may have been made between the parties and which are not included herein are void.

20.00 DISASTER CLEAN UP

In the event of a natural disaster for which the City is declared a disaster area by the State or Federal Government, it shall be the City's responsibility to dispose of all items, including brush and bulky waste, caused by such disaster; and will attempt in good faith to use Contractor's services and facilities if they can be used at a competitive cost as other methods available to the City.

**IN WITNESS WHEREOF, WE**, the contracting parties, by our duly authorized agent, hereto affix our signatures and seals at San Benito, Texas, as of the 1st day of October, 2021.

**CITY OF SAN BENITO, TEXAS**

By: Ricardo Guerra  
Honorable Ricardo Guerra  
Mayor

Date: 8-17-21



**ATTEST:**

[Signature]  
Ruth A. McGinnis  
City Secretary

**BFI WASTE SERVICES, LP**

By: Jon M. Deicla  
ITS' GENERAL PARTNER  
Name: Jon M. Deicla  
Title: GENERAL MANAGER  
Date: 8-17-21

## EXHIBIT A

### DEFINITIONS

**BIN** - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

**BRUSH** - Tree trimmings, grass cuttings, dead trees or branches thereof, shrubs, chips shavings.

**BULKY WASTE** - Appliances such as washers, dryers, stoves, air conditioners and refrigerators (provided Freon has been removed by a licensed facility and is labeled as such), water tanks, furniture, and mattresses.

**CITY** - City of San Benito, Texas.

**COMMERCIAL AND INDUSTRIAL REFUSE** - All bulky waste, construction debris, garbage, and rubbish and stable matter generated by a customer or contractor at a commercial and industrial unit.

**COMMERCIAL AND INDUSTRIAL UNIT** - All premises locations or entities, public or private requiring refuse collection within the corporation limits of the City not a residential unit.

**CONSTRUCTION DEBRIS** - Waste building materials resulting from commercial, industrial, or residential construction, remodeling, repair or demolition operations.

**CONTAINERS** - 96-Gallon garbage carts for residential use, to be provided by contractor, to be used in conjunction with a fully authorized pickup plan.

**CONTRACT DOCUMENTS** - Contractor's proposal, general specifications, the contract and any addenda or changes to the foregoing documents agreed to by the City and the Contractor. Contract documents shall include the following documents, and this Contract does hereby expressly incorporate it herein as fully as is set forth verbatim in this contract:

- This instrument
- The Contractor's
- The General Specifications
- The resolution of the City of San Benito ordering or authorizing the work and services contemplated herein
- Any addenda or change to the foregoing documents agreed to by the parties hereto

**CONTRACTOR** - is the corporation performing refuse collection and disposal under contract with the City.

**DEAD ANIMALS** - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

**DISPOSAL SITE** - A refuse depository, physically located in the City or in close proximity thereto including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

EXCLUDED WASTE – See Section 5.03.

GARBAGE - Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, but not by way of limitation, used tin cans and other decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans.

LANDFILL - A lawfully permitted sanitary landfill of the Contractor's selection.

CUSTOMER - An occupant of a commercial and industrial unit or a residential unit who generates refuse.

REFUSE - Residential refuse, commercial and industrial refuse, brush/bulky items, construction debris and stable matter generated by a customer or contractor.

RESIDENTIAL REFUSE - All garbage and rubbish generated by a customer or contractor at a residential unit who generates refuse.

RESIDENTIAL UNIT - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when water services are being supplied thereto. A condominium dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling within any such residential unit shall be treated as a residential unit, except that each single-family dwelling within any such residential unit.

RUBBISH - See BULKY WASTE.

SPECIAL WASTE - Special Waste is any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile. Special Waste that does not conform to the Special Waste Profile is considered Excluded Waste.

SPECIAL WASTE PROFILE - Contractor's form of documentation that the City must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.

STABLE MATTER - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

## EXHIBIT B

### FEE SCHEDULE

#### Residential Rates 2021-2022

Item	Description	Rates
1	Residential Service twice/week	\$ 15.96
2	Brush Service once/month	\$ 6.54
3	Residential Extra Cart	\$ 7.96
4		
5		

#### Commercial Rates 2021-2022

1	Small Commercial with Cart	\$ 41.53
2	Small Commercial Extra Cart	\$ 17.56
3	Munlti-Unit with Cart	\$ 41.53
4	Multi-Unit - Extra Cart	\$ 17.56

Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 55.41	\$ 110.77	\$ 166.16	\$ 221.51	\$ 276.91	\$ 332.30
3 cubic yard	\$ 83.05	\$ 166.16	\$ 249.24	\$ 332.32	\$ 415.26	\$ 498.31
4 cubic yard	\$ 110.77	\$ 221.51	\$ 332.32	\$ 443.04	\$ 553.81	\$ 664.59
6 cubic yard	\$ 166.16	\$ 332.32	\$ 498.65	\$ 664.61	\$ 830.74	\$ 996.93
8 cubic yard	\$ 221.51	\$ 443.04	\$ 664.61	\$ 886.15	\$ 1,107.68	\$ 1,329.21
<b>***Overflow Fee</b>	<b>\$40 per Cubic Yard will be charged for overflowing containers</b>					
30 cubic yard	Haul Rate	\$ 278.99	Tonnage Rate	\$ 45.20	Rental Rate	\$ 7.77



PO Drawer 1217 La Feria, TX 78559  
 o 956.423.7316 f 956.428.2045 republicservices.com

September 1, 2021

Mr. Manuel De La Rosa, City Manager  
 City of San Benito  
 401 N. Sam Houston  
 San Benito, TX 78586

**RECEIVED**  
 City of San Benito

SEP - 1 2021  
 Administration  
 8:28 AM/PM

Reference 2021 Consumer Price Index (CPI) - Revised

Dear Mr. De La Rosa,

In accordance with the solid waste agreement between the City of San Benito and Republic Services, we hereby submit our comparative statement justifying this notice effective October 1, 2021. The pricing below reflects the rates agreed upon and negotiated as part of the contract extension which was approved on August 17, 2021 and contract signed and completed.

**Residential Rates 2021-2022**

Item	Description	Rates
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4 cubic yard	\$ 110.77	\$ 221.51	\$ 332.32	\$ 443.04	\$ 553.81	\$ 664.59
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<b>***Overflow Fee</b>	<b>\$40 per Cubic Yard will be charged for overflowing containers</b>					
30 cubic yard	Haul Rate	\$ 278.99	Tonnage Rate	\$ 45.20	Rental Rate	\$ 7.77

If you have any questions please contact me at 800-423-7316.

We Truly Appreciate Your Business!

*Omar Rodriguez*

Omar Rodriguez  
 Municipal Services Manager  
 Republic Services, Inc.