SOLID WASTE SERVICES CONTRACT

BETWEEN

WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY

(WRRMA)

AND

_____

(Contractor)

Effective Date: _____

TABLE OF CONTENTS

I.	Contract Recitals	p. 4
II.	Contract Definitions and Contract Interpretation	p. 5
III.	General Terms and Conditions	p. 10
	A. Contract Term	p. 10
	B. Termination of Contract by WRRMA	p. 11
	C. Termination of Contract by Contractor	p. 11
	D. Most Favored Nations	p. 12
	E. Representations of the Contractor	p. 12
	F. Compliance with Applicable Laws	p. 13
	G. Insurance Requirements	p. 13
	H. Independent Contractor Status	p. 15
	I. Licenses	p. 15
	J. Employees	p. 15
	K. Performance Guarantees	p. 17
	L. Indemnity and Title to Contract Waste	p. 17
	M. Assignment	p. 18
	N. Modification	p. 18
	O. Uncontrollable Event	p. 18
	P. Records and Access to Records	p. 19
	Q. Information Deemed Important	p. 19
	R. Meeting Attendance	p. 19
	S. Contractor Offices	p. 19
	T. WRRMA Office Stipend	p. 19
	U. Governing Law	p. 20
	V. Cumulative Remedies	p. 20
	W. Dispute Resolution	p. 20
	X. No Third-Party Beneficiary	p. 21
	Y. Change In Law	p. 21
	Z. Waiver	p. 21
	AA. Notices	p. 21

IV. Contract Services p. 21
A. General Description of Contract Waste Services p. 21
B. Residential Units p. 22
C. Change in Services p. 22
D. Trash/Refuse p. 23
E. Recyclables p. 23
F. Yard Waste p. 24
G. Other Services p. 24
H. Carts p. 25
I. Contract Transition p. 28
V. Operations p. 28
A. Service Hours p. 28
B. Collection Route Management p. 28
C. Emergency Contact for Contractor p. 29
D. Complaint Procedures p. 30
VI. Pricing and Billing p. 30
VII. Schedule of Exhibits p. 31

I. Contract Recitals

WHEREAS, the Washtenaw Regional Resource Management Authority ("WRRMA") is a duly authorized authority established and enabled by MCL 123.301 et. seq.; and

WHEREAS, WRRMA provides contracted solid waste management services to its member communities under the terms of member contracts; and

WHEREAS, on _____, 20___, WRRMA released and issued a Request For Proposals ("RFP"); and

WHEREAS, _____ ("Contractor") responded to the RFP with an RFP Response ("RFP Response"); and

WHEREAS, Contractor has provided its "best pricing" in response to the RFP process; and

WHEREAS, Contractor has agreed to provide "Best Available Services and Technology" to WRRMA under the terms of this Contract; and

WHEREAS, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing before or during the RFP process; and

WHEREAS, WRRMA scheduled and met with the Contractor at scheduled dates and times to discuss and clarify the Contractor's RFP Response; and

WHEREAS, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor's RFP Response and all other written submittals by Contractor to WRRMA; and

WHEREAS, Contractor participated in the RFP process and has no claims concerning the RFP process used by WRRMA and hereby waives any such claims or disputes relating to or arising from the RFP process.

NOW, THEREFORE, WRRMA and the Contractor do hereby agree as follows with full and adequate consideration acknowledged and accepted by both WRRMA and the Contractor.

II. Contract Definitions and Contract Interpretation

The interpretation of this Contract, its phrases and its terms, shall be consistent with the rules of contract construction as then governed by Michigan Law. "Shall" means mandatory and "may" means permissive. "And" is intended to join similar matters. "Or" is intended to join alternative matters. Plain language applies to any word, phrase or term not specifically defined herein.

Each term or phrase below shall have the meaning presented as set forth herein.

A. "Acceptable Invoice" means an invoice generated by the Contractor and submitted to WRRMA for the services conducted under this Contract that is otherwise consistent with this Contract. If WRRMA does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an "Acceptable Invoice" as presented by the Contractor.

B. "Applicable Laws" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects WRRMA, the Contractor, or the performance by a party of its obligations under this Contract, including any disposal Facility used to manage Contract Waste under this Contract.

C. "Best Available Services and Technology" means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal contract, an existing extension of another municipal contract or any municipal contract entered into during the Term of this Contract for a municipal entity of over 3,000 households in Michigan.

D. "Bulky Waste/White Goods Waste" means bulk items and includes, but is not limited to, Bed Frames / Mattress and Box Spring / Bicycles / Carpet and Pad equal to one household room that is cut, rolled and tied in four (4)' sections and considered as one bulk item / Furniture / Grills / Storm Doors and Windows / Garage door panels / Swing Sets / Toilets / Televisions and small quantities of building debris from repair or remodeling done by home occupant. Standard White Good items, include but are not limited to, Air Conditioners / Dehumidifiers / Dishwashers / Dryers / Freezers / Hot Water Tanks / Humidifiers / Refrigerators / Stoves / and Washers.

E. "Business Day" means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.

F. "Calendar Day" means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating "Calendar Days", there are no exceptions for weekends or any Holiday as defined herein. When calculating

"Calendar Days" the day of the starting event shall not be counted in the calculation.

G. "Change in Law" shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.

H. "Commencement Date" means the date, _____, 20___, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.

I. "Contract" means the agreement governing the performance of the services defined herein as executed by WRRMA and the Contractor.

J. "Contract Recitals" means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding.

K. "Contract Term" means the duration of this Contract between WRRMA and Contractor as defined in the Contract, including any authorized extension of this Contract.

L. "Contract Transition" means the time period between the Effective Date and the Commencement Date wherein Contractor shall meet, as requested, with WRRMA representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and WRRMA are prepared to timely initiate the Contract Services as set forth herein.

M. "Contract Waste" means all of the materials that Contractor agrees to collect and manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste. Contract Waste includes all forms of solid waste governed by the Contract, including solid waste managed under other services in this Contract.

N. "Contractor" means the party governed by the Contract herein that has agreed to perform the work set forth by this Contract, or any part of it, including its successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.

O. "Curb/Curbside" means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within ten (10) feet of the driveway cut at issue.

P. "Effective Date" means the date this Contract is fully executed by the parties hereto.

Q. "EGLE" or the "Department" means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or

Department to which the powers of the Department shall be transferred or any other appropriate agency. Any name change does not impact this definition.

R. "EOW" means every other week.

S. "Disposal Facility(ies)" means a sanitary landfill, transfer facility, MRF or other solid waste facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract. A Disposal Facility is a site that is acceptable for the disposal, management or processing of Contract Waste for the duration of the Contract that complies with all Applicable Laws.

T. "Excluded Waste" means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, is not a part of Contract Waste under this Contract.

U. "Government Approvals" means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.

V. "Holiday" means New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

W. "Household Hazardous Waste" means any waste generated by a Residential Unit which, except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261. Hazardous materials means all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as "hazardous" under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

X. "Liquidated Damages" means the following prohibited events under this Contract that are assigned the stated amount as a Liquidated Damage.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested by WRRMA to eliminate objectionable odors.	$100.00 for each incident/each day of service.

Failure to repair damage to customer property caused by Contractor or its personnel within 24 hours.	$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	$2,000.00 per incident plus any direct cost to the impacted Municipality, if applicable.
Failure to complete all collection routes by 6:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract.	$250.00 for each Residential Unit per day.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint.	$100.00 for each Residential Unit per day.
Co-mingling materials from non WRRMA collection in vehicles assigned to the performance of this Contract.	$500.00 for each Residential Unit per day.
Co-mingling of recyclables with trash.	$500.00 for each Residential Unit per day.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by WRRMA.	$500.00 for each day.
Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal, processing and management sites.	$2,000.00 for each day.

Y. "Management Representative" means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service related issues under this Contract. This Management Representative shall be designated by the Contractor and may be changed from time to time with written notice by Contractor to WRRMA. WRRMA reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days.

Z. "Member Community" shall mean a member community of the WRRMA that will be receiving Contract Waste Services under this Contract.

AA. "WRRMA" shall mean the Washtenaw Regional Resource Management Authority as authorized and as enabled by Michigan Law at MCL 123.301 et. sq.

BB. "MRF" means a Materials Recovery Facility used to manage and/or process Contract Waste.

CC. "Performance Bond" means a corporate surety bond that guarantees a set amount of compensation to WRRMA in the event WRRMA must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.

DD. "Rebate" means an automatic payment discount from Contractor to WRRMA in the amount of one (1) percent of the total invoice amount if payment is made by WRRMA to Contractor within thirty (30) Calendar Days of the WRRMA receiving an Acceptable Invoice, as defined herein. Payment shall be deemed "made by WRRMA" on the date the payment check is mailed to the Contractor.

EE. "Recyclable Materials" or "Recyclables" means those materials which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products and that are otherwise acceptable materials at a MRF.

FF. "Recyclables Revenue Sharing" shall mean the revenue sharing process between the Contractor and the WRRMA as calculated and determined by the formula set forth in this Contract at Exhibit _____.

GG. "Residential Unit" means a residential structure that is authorized eligible for Contract Waste services under this Contract. A Residential Unit is a single family dwelling and may include a multi-family unit with up to eight (8) units. A Residential Unit also includes a "small business" which is defined as a business operating in a residential dwelling with up to three (3) employees that generates Contract Waste consistent with other Residential Units. A Residential Unit also includes any location grandfathered by WRRMA to receive Contract Waste services under this Contract. A Residential Unit Count for purposes of Services under this Contract is set forth at Exhibit ____, adopted herein in full by reference.

HH. "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract and as set forth at Exhibit ____. A Residential Unit Count Change shall only be initiated and made by WRRMA and shall be completed and issued by WRRMA to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.

II. "State" means the State of Michigan.

JJ. "Transporter" shall mean the entity that transports Contract Waste under the terms of this Contract. Under this Contract, the Contractor is deemed to be the Transporter for all legal purposes under any Applicable Law.

KK. "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste

which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grassclippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.

LL. "Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, large quantities of decorative seasonal vegetation, hay bales and any other yard waste materials defined as such by any applicable law. The term Yard Waste excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood of any kind.

III. General Terms and Conditions

A. Contract Term. The term of this Contract shall be as follows:

1. Initial Contract Term. The initial Contract Term of this Contract shall be five (5) years commencing on _____, 20___ and ending on _____, 20___.

2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by WRRMA in writing nine (9) months prior to the expiration date of the initial Contact Term and agreed to by Contractor in writing and executed by WRRMA and Contractor.

3. Contract Reopener. In order to discuss and resolve, by way of Contract amendment(s), issues relating to Contractor performance and service issues under this Contract, WRRMA shall have the right, but not the obligation, to reopen the Contract two (2) times during each five (5)-year Contract Term. The reopener process shall start with the WRRMA providing a written notice to the Contractor requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). The Contractor and the WRRMA agree to schedule and conduct a meeting within thirty (30) days of any reopener request. Nothing in this provision prevents or restricts WRRMA from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process.

B. Termination of Contract by WRRMA.

1. Termination. WRRMA may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has occurred:

   a. The Contractor has failed or refuses to fulfill its obligations in a timely and proper manner in accordance with this Contract.
   b. The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
   c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
   d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the WRRMA in accordance with this Contract.

2. Process for Termination. WRRMA shall provide written notice to the Contractor specifying the issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of WRRMA, there shall be no termination, unless the Contractor defaults in its performance on a repeated basis. In such event, the WRRMA may terminate this Contract without further written notice, at its sole discretion and without any additional opportunity to cure.

   After the event of an issue which is not cured by Contractor as provided above, WRRMA thereafter may terminate this Contract by written notice of termination by WRRMA sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, WRRMA may, in its discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate WRRMA's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of WRRMA to request and receive continued services as set forth herein. If WRRMA utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

   After the event of an issue which is not cured by Contractor as provided above, the Contractor shall be liable to WRRMA for any damages WRRMA sustains by virtue of the Contractor's breach, and any reasonable costs WRRMA incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees

C. Termination of Contract by Contractor. The Contractor may terminate this Contract by providing 180 Calendar Days written notice to WRRMA of Contractor's intent to terminate. Contractor agrees to fully perform all of the services required under this

Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide WRRMA with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and WRRMA agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. WRRMA and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.

D. Most Favored Nations. WRRMA and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means WRRMA shall, throughout each Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality or Authority that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that is for "like kind services" which shall mean services for trash, yard waste, and recyclables by way of collection by carts to a customer of 3,000 Residential Service Units or more. Contractor agrees to provide written notice to WRRMA of any such lower contract pricing as outlined in this provision. The only result of this provision is to effectuate lower pricing in favor of WRRMA than those initially set forth in the Contract as of the Effective Date.

E. Representations of the Contractor. Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion of this Contract.

1. The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste, storage, disposal, and transportation and the performance of its obligations under this Contract.
2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.
3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration.
4. The Contractor represents and warrants that it is financially able and capable of carrying out all of the requirements and its obligations under this Contract.
5. The Contractor represents and warrants that, by the authorization of its Board of Directors or other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with WRRMA under the terms set forth herein.
6. The Contractor represents and warrants that it has provided the Company Representatives identified below with the actual legal authority to sign this Contract on behalf of Contractor.

F. Compliance with Applicable Laws. Contractor, during any Contract Term, shall comply with all Applicable Laws. Additionally, Contractor shall, during the term of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

G. Insurance Requirements. The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to WRRMA. All insurance coverages shall be placed with insurance companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to WRRMA. During any Contract Term, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

1. Worker's Compensation	Amount Not Less Than: Michigan Statutory minimum
2. Employer's Liability	$500,000.00 minimum each disease $500,000.00 minimum each person $500,000.00 minimum each accident
3. Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)	$1,000,000.00 each occurrence $2,000,000.00 aggregate
4. Products and Completed aggregate Operations Liability	$2,000.000.00
5. Automobile Liability Insurance limit for	$1,000,000.00 combined single

(covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law)

6. Excess Umbrella Liability	$5,000,000.00 each occurrence

7. Pollution Liability Insurance: The Contractor shall obtain coverage for the duration of this Contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.

8. Additional Insured: The commercial general liability insurance policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming the "Washtenaw Regional Resource Management Authority" as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers of WRRMA and all member municipalities of WRRMA. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the WRRMA and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the WRRMA In the event the Contractor

receives notice of policy cancellation, the Contractor shall immediately notify the WRRMA in writing."

If any of the above coverages expire during the term of the Contract, the Contractorshall deliver renewal certificates and/or policies to WRRMA at least ten (10) days prior to the expiration date. The Contractor shall provide to WRRMA, upon written request, a certified copy of any insurance policy required under this Contract.

10. Proof of Insurance Coverage: At the time of the Effective Date, the Contractor shall provide WRRMA with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by WRRMA.

H. Independent Contractor Status. No provision of this Contract shall be construed as creating or implying an employer-employee relationship between the Contractor and WRRMA or between the Contractor and any member municipality of WRRMA. It is agreed that Contractor is an "independent contractor" as that phrase is defined and interpreted, as of the Effective Date and during any Term, by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract

I. Licenses. Contractor shall obtain, at or before, the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall have all licenses and endorsements required by Federal, State and Local laws in order to operate the equipment and vehicles utilized in the performance of the services under this Contract. WRRMA has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.

J. Employees. Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

1. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position.

2. Elliott-Larsen Civil Rights Act. Contractor agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.

3. Non-Employment. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between WRRMA and the Contractor's employees or authorized subcontractors. Contractor agrees to defend, indemnify and hold WRRMA harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.

4. Contractor Payment of Taxes. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations.

   a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
   b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
   c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.
   d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
   e. The Contractor shall indemnify and hold WRRMA harmless from all claims arising from the foregoing payment obligations of the Contractor.
   f. Contractor acknowledges and agrees WRRMA is a governmental unit and as such is exempt from payment of all State and Federal taxes. WRRMA agrees to provide Contractor a copy of WRRMA's tax exempt status document upon request.

5. Employee Qualification, Payment and Accident Prevention. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.

6. Civil Infractions. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers.

K. Performance Guarantees.

1. Performance Bond. The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of $1,000,000.00.

2. Form of Bonds. All Performance Bonds shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.

3. Disclosure. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to WRRMA annually or within three (3) business days of a request.

L. Indemnity and Title to Contract Waste.

1. Responsibility for Contract Waste. Contractor shall be responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass to the Contractor when placed in Contractor's collection vehicle.

2. Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue WRRMA, its officers, employees, agents and elected officials, successors and assigns and all member communities of WRRMA, their officers, employees, agents and elected officials, from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance by contractor of any service(s) under this Contract, however caused.

3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold WRRMA and its member municipalities harmless against all Losses, (as defined above), arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.

4. Survival of Indemnity. Contractor's obligation to indemnify, hold harmless and defend the WRRMA shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.

M. Assignment. This Contract shall not be assigned, delegated or subcontracted, by the Contractor without the prior written consent of WRRMA. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, WRRMA's written consent will not be required if the Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more intermediaries' controls, is controlled by, or is under common legal control with Contractor

N. Modification. This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by WRRMA and the Contractor.

O. Uncontrollable Event. Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both WRRMA or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract.

Uncontrollable Circumstances shall include the following:

1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area;

2. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;

3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

4. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the management of Contract Waste under this Contract; and

5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.

P. Records and Access to Records. The Contractor shall maintain, in its local office, full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:

1. The Residential Units to whom a service was provided.

2. A log of complaints and resolutions for all services provided under this Contract.

3. A log of missed collections and responses.

4. A description of any vehicle accidents or infractions.

5. A listing of all accounts having a change of service during the month.

6. Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract.

Q. Information Deemed Important. Contractor acknowledges and accepts that the volume of all Contract Waste is important data to WRRMA. Those volumes shall be maintained by the Contractor and shall be available at all times to the WRRMA to prepare trend reports and analyses.

R. Meeting Attendance. Upon request and notice made by WRRMA to Contractor, Contractor's Management Representative shall attend any requested meeting of the WRRMA Board.

S. Contractor Offices. Contractor, throughout the duration of this Contract and any authorized extensions of this Contract, shall establish and maintain an office in the greater Washtenaw County area wherein the Management Representative shall be located and available.

T. WRRMA Office Stipend. Contractor, throughout the term of this Contract and any authorized extension of this Contract, shall provide an office stipend of $12,000.00 per calendar year paid to WRRMA by January 15 of each calendar year.

U. Governing Law. This Contract is made in and shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by WRRMA and the Contractor for all legal purposes.

V. Cumulative Remedies: No right, power or remedy conferred upon or reserved to WRRMA under this Contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

W. Dispute Resolution. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, WRRMA and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or WRRMA of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.

1. Performance During Disputes: WRRMA and Contractor shall continue to perform their obligations under the Contract during the pendency of any Dispute.

2. Informal Dispute Resolution: WRRMA and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Saginaw Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.

4. Injunctive Relief and Venue: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in

the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.

5. No Consequential or Punitive Damages: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

X. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold WRRMA and its member municipalities harmless from and against any such claim, suit, demand or obligation.

Y. Change In Law. Contractor and WRRMA shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, WRRMA and Contractor agree to meet and discuss any Contract changes that are required to address the Change In Law. Any dispute about the implication or the impact of a Change In Law shall be managed and resolved consistent with Provision S. Dispute Resolution.

Z. Waiver. Any failure of Contractor or WRRMA to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or WRRMA in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or WRRMA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.

AA. Notices. Any notice required in this Contract shall be made to the other party as follows:

To: WRRMA
Attention:

To: Contractor
Attention:

IV. Contract Services

A. General Description of Contract Waste Services. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein.

This includes the collection and disposal of Refuse/Trash, including Bulky Waste/White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection and composting. This includes all "other services" as defined herein.

B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units are defined at Exhibit ____. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by WRRMA to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. WRRMA has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, WRRMA shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit.

C. Change In Services. The following shall apply to any change in Contract services under this Contract.

1. Only WRRMA can initiate and change the scope of the Contract services.

2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract services provided under this Contract.

3. The Contractor shall not modify, in any way, any pricing due to any change in Contract service made by WRRMA unless approved in writing by WRRMA prior to any such pricing change.

4. Any change in the Contract services, by way of increase or decrease, of the total Residential Unit count at an amount equal to or greater than 25%, increase or decrease, of the then current Residential Unit count shall be deemed a "change in services" as set forth herein and WRRMA and Contractor shall meet to determine any impact on pricing based on the change in services.

5. Each WRRMA Member Community receiving services under this Contract may, at its sole discretion, discontinue or add the collection and processing of recyclables and/or change the frequency of this service from weekly to EOW or from EOW to weekly without any pricing adjustment to this service or any other service provided in this Contract by Contractor. The Member Municipality shall contact WRRMA if such a change is requested. WRRMA will notify the Contractor. The WRRMA, as a whole, reserves the right to discontinue, in full, Recyclables collection and processing under this Contract. Under no circumstances shall the discontinuance of the Recyclables collection and processing impact, change or modify the then current and projected pricing for Trash/Refuse and Yard Waste services under this Contract.

D. Trash/Refuse. Contractor shall collect, transport and dispose of Trash/Refuse at a Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. Trash/Refuse shall have the meaning as defined herein.

1. Bulky Waste/White Goods Waste. Contractor shall collect, transport and dispose of Bulky Waste/White Goods Waste at a Disposal Facility. Each Residential Unit may set out Curbside two (2) Bulky Waste/White Goods Waste items per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste/White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the original scheduled collection day.

2. Improperly Set Out Trash/Refuse Or Bulky Waste/White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by WRRMA stating the reason for the non-collection. Contractor shall notify WRRMA if any scheduled collection is not made. Should WRRMA determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to document properly and improperly set out materials under this provision.

E. Recyclables. Contractor shall provide year round weekly or EOW Curbside single stream Recyclables collection for processing management to all Residential Units that receive Trash/Refuse collection services.

1. Suitable Recyclables Container. Recyclables shall be placed Curbside in a cart.

2. Recyclable Revenue Sharing. Contractor shall participate in the Recyclables Revenue Sharing as set forth at Exhibit ____. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by WRRMA. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.

3. Improper Set Out Of Recyclables. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall

collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.

F. Yard Waste. Contractor shall collect, transport and compost Yard Waste from each Residential Unit. This service shall be from April of each Calendar year through the end of the first full week of December of each Calendar year. Each Residential Unit receiving Yard Waste Services under this Contract shall place all Yard Waste in properly labeled and suitable containers or degradable paper bags Curbside.

1. Suitable Container for Yard Waste Collection. Yard Waste shall be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. Each container and its contents, shall not weigh more than fifty (50) pounds each.

2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.

3. Christmas Trees. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.

4. Finished Compost. Contractor shall provide WRRMA Member Communities and Residential Units with finished Compost and loading services at the rates other provisions set forth in this Contract at Exhibit _____.

G. Other Services, If Applicable And Selected As A Service.

1. WRRMA Member Community Dumpsters and Rolloffs. Contractor, as requested by WRRMA, shall provide the delivery, collection, and disposal services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to WRRMA as a separate cost. As of the Commencement Date, a Schedule of such services is at

Exhibit ____. This Schedule may be modified or terminated by WRRMA at any time. Any services under this provision shall be subject to the rates and pricing at Exhibit ____.

2. WRRMA Member Community Dumpsters and Rolloffs for Special Events and Festivals. On behalf of any Member Community, WRRMA may request, and Contractor shall provide, dumpsters for Member Community festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery, dumpster collection and dumpster solid waste disposal. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing at Exhibit ____.

3. WRRMA On-Call Services. Contractor shall collect and deliver to a Disposal Facility all materials collected from "on-call" sites that WRRMA identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions),weather related damages, and similar circumstances. Such "On-Call" services shall be completed by Contractor within 48 hours of electronic notice from WRRMA requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth at Exhibit ____.

4. Schools. On behalf of a school, within a Member Community, WRRMA may request Recyclables services. If requested, Contractor shall provide eight (8) yard dumpsters or twenty (20) yard Rolloffs/thirty (30) yard Rolloffs for this service. Any such Recyclables shall be considered Contract Waste for purposes of the Recyclables Revenue Sharing Formula. Any services under this provision shall be subject to the rates and pricing at Exhibit ____.

5. Side Door Services. There may be eligible households on a collection routes that are occupied by individuals who have been determined by WRRMA to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. WRRMA shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the schedule shall be updated by WRRMA by January 15 of each Calendar Year.

H. Carts. For Contract Waste collection services by Contractor herein, the following shall apply:

1. For purposes of carts used for Trash/Refuse and Recycling collections, the Contractor shall provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract,

original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse and Recyclables carts will each have an WRRMA approved color and WRRMA approved printing and labeling as "Trash" and "Recycling" carts. WRRMA approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that WRRMA will assist in developing with the Contractor.

2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).

3. Contractor shall be responsible for visual inspection of the carts and reporting any concerns about any cart to WRRMA throughout any Term of this Contract.

4. Carts shall be standard ninety-six (96) gallon capacity for both Trash/Refuse and Recyclables. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the larger cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse or Recyclables or for both. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that, six (6) month time period as defined herein, the Contractor may charge a switching cost, the terms and pricing to be approved by WRRMA and set forth on Exhibit _____. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering.

5. All carts under this Contract shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles,wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by WRRMA. Contractor shall ensure that there is a cart warranty for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials of workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts, and shall update WRRMA, upon request, of the status of that inventory. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory

to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.

6. The Contractor will provide new carts, to all additional Residential Units added to the Contract at any time during the Term of this Contract. Delivery shall also include appropriate educational material as reviewed and approved by WRRMA.

7. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within one (1) business day of a request made by WRRMA.

8. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse and Recyclables carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both WRRMA and, if applicable, any recycling participation incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.

9. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse and Recyclables collection in accordance with the following:

   a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth at Exhibit ____.

   b) After the amnesty provision, Residential Units shall have the option to exchangea ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth at Exhibit ____.

   c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth at Exhibit ___.

10. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace

damaged carts at Contractor's sole cost.

11. Contractor shall be responsible for removing all carts at the conclusion of the contract.

I. Contract Transition. During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with WRRMA to conduct a Contract Transition that is intended to ensure the following:

1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.

2. That any "Other Services" set forth in this Contract are understood and acknowledged.

3. That the pricing and rates for all services under this Contract are understood and acknowledged.

4. That the Member Communities serviced by this Contract and the Residential Units for each Member Community serviced by this Contract are understood and acknowledged.

5. That the Role of WRRMA, as an Authority, in the communication of the terms of this Contract to all serviced Member Municipalities and serviced Residential Units is understood and acknowledged.

V. Operations

A. Service Hours. Contractor shall provide Contract Waste services under this Contract only from 7:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by WRRMA.

B. Collection Route Management. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services set forth in this Contract.

1. The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such waste.

2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Local noise control ordinances.

3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's

sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.

4. Contractor shall, at the Request of WRRMA, wash down any road or portion of any road determined by WRRMA to be impacted by Contract Waste odor at no extra cost.

5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing the Container within 48 hours.

6. Contractor shall be solely and fully responsible for any damage to any Residential Unit property caused by the Contractor and shall hold harmless and indemnify, in full, the WRRMA and its member municipalities, from and against any such claims, suits, or demands.

7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.

8. Changes to Routes and collection days. The Routes and collection days shall be established by WRRMA. Any changes shall be approved by WRRMA in writing. Contractor may request a change by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.

9. Impassable Road Conditions. Contractor shall immediately notify WRRMA if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.

10. Road Closures and Infrastructure Work. WRRMA shall notify Contractor if WRRMA is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to WRRMA.

11. Weather Conditions. Contractor may contact WRRMA for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract.

C. Emergency Contact For Contractor. Contractor shall provide WRRMA with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that WRRMA may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact

information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

D. Complaint Procedures.

1. Contractor shall use a defined reporting system to report all situations that prevent, delay or disrupt any required services under this Contract. Each notice shall include, at a minimum, the relevant Member Community, the specific address of the Residential Unit involved, time of service or attempted service, the Contract Waste at issue and the reasons for the collection disruption.

2. For any service complaint received by WRRMA, WRRMA will first consult and review the Contractor and determine if adequate information is available to resolve the complaint.

3. For service Complaints received by Contractor by 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the properly prepared Contractor Waste. For service Complaints that are received after 5:00 pm on a Business Day, Contractor will have until the end of the following business day to collect the properly prepared Contract Waste.

4. In the event Contractor believes any complaint to be without merit (e.g., late set outs or improperpreparation), Contractor shall notify WRRMA. WRRMA, if appropriate, will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties (liquidated damages) until they have been determined to be valid by WRRMA.

5. Contractor will manage all service complaints received from WRRMA in a prompt and efficient manner.

VI. Pricing and Billing.

A. Contract Waste services and all "other services" under this Contract, as conducted by the Contractor, shall be bound by the pricing and rate schedule attached as Exhibit ____. No other rates or pricing shall apply to any services under this Contract.

B. The Contractor shall submit to WRRMA and Acceptable Invoice no later than the tenth Calendar Day of the calendar month following the prior month of services. Any invoice not received by WRRMA from Contractor consistent with the timing set forth herein shall be paid by WRRMA to Contractor in WRRMA's next scheduled payment cycle. Any invoice submitted by Contractor to WRRMA that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by WRRMA to Contractor in WRRMA's next scheduled payment

cycle.

C. WRRMA may, at its option, notify Contractor that WRRMA shall receive the Contractor's invoices by electronic mail. WRRMA shall designate the applicable e-mail addresses for this provision.

D. Contractors Invoice shall accurately set forth the services provided under the Contract to Residential Units, other services as set forth herein, and any applicable discounts. The rates and pricing assigned to the services under this Contract are set forth at Exhibit ____. No other rates or pricing shall apply to any services under this Contract.

E. WRRMA required Recyclables Revenue Sharing required to be paid by Contractor to WRRMA shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the Recyclables Revenue Sharing Formula.

VII. Schedule of Exhibits

A. The following exhibits are considered to be material and controlling terms in this Contract. Each Exhibit is incorporated by reference, in full and shall be considered part of this Contract.

1. Residential Unit Count as of Commencement Date.
2. Recyclables Revenue Sharing Formula.
3. Schedule of WRRMA Member Community Dumpsters and Roll Offs as requested.
4. Compost rates to WRRMA Member Communities and Residential Units.
5. Contract Pricing and Rates Schedule.
6. Schedule of Side Door Services Residential Units.

Signatures

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