

Contract for the City of Hudson, Ohio

COPY

THIS CONTRACT FOR THE CITY OF HUDSON, OHIO (this "Contract") is made and entered into effective on March \_\_, 2016 by and between the City of Hudson, Ohio (the "City"), represented by its duly authorized City Manager, and Republic Services of Ohio Hauling, LLC, an Ohio limited liability company d/b/a Republic Waste Services ("Contractor").

The parties agree as follows:

1. Contractor is granted status as the City's "preferred," but not exclusive, municipal solid waste and recycling services provider within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect all residential non-hazardous waste materials and recyclable materials pursuant to the terms of that certain Request For Proposal, Trash and Recycling Services, issued by the City during 2015 (the "RFP"), as amended by this Contract. Contractor shall perform the services set forth as Options 1 – 5 in Appendix B, Part C, of the RFP but Contractor shall not perform Option 6 therein. For the avoidance of doubt, the City may still engage and contract with other parties providing services similar to Contractor, but shall hold out Contractor as the City's preferred provider in any dealings with the general public or citizens of the City.
2. The "Contract Documents" shall include the following documents, and this Contract hereby expressly incorporates the same as fully as if set forth verbatim in this Contract:
  - a. This Contract
  - b. Exhibit A – Amendments and Revisions to the RFP
  - c. Exhibit B – RFP
  - d. Exhibit C – Contractor's RFP Bid Materials
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the parties, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from April 1, 2016 (the "Effective Date") through March 31, 2019.
5. At the mutual option of the City and Contractor, this Contract may be extended for additional three (3) year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than ninety (90) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for such changes as may be mutually agreed upon in writing by the City and Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

**[Signatures on following page]**

IN WITNESS HEREOF, the City and Contractor have entered into this Contract on the days and dates set forth after their various signatures.

WITNESSES:

CITY OF HUDSON, OHIO

Eun Schaal

BY: Jane Howington  
NAME: Jane Howington  
TITLE: City Manager

Elizabeth Slagje

ON: 3/29/16, 2016

WITNESSES:

REPUBLIC SERVICES OF OHIO HAULING, LLC

Mark O'Brien

BY: Mark O'Brien  
NAME: Mark O'Brien  
TITLE: General Manager

Walt

ON: 4-6-16, 2016

## EXHIBIT A

### Amendments and Revisions to the RFP

1. Part II, Section B(2) is hereby amended as follows:
  - a. Add the words “or other state-approved program” after the words “Workmen’s Compensation Insurance.”
  - b. Delete the words “Professional Liability Insurance (Errors and Omissions) of not less than \$1,000,000 and (c).”
  
2. Part III is hereby amended as follows:
  - a. Section G (“Construction Debris”) is hereby amended to delete the words “contractors or builders” and to replace them with the word “residences.”
  - b. Section Y (“Rubbish”) is hereby amended to delete the words “ashes, cinders, floor sweepings.”
  - c. Add the following definition for “Excluded Waste” as a new Section HH:

HH. Excluded Waste - Excluded Waste is all waste materials and recyclables excluded from collection under the Contract Documents. Excluded Waste includes, but is not limited to, hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by federal, state, provincial or local law or any otherwise regulated waste.
  
3. Appendix A is hereby amended as follows:
  - a. Section CC, Subsection 4 is hereby deleted in its entirety.
  
4. Appendix B is hereby amended as follows:
  - a. Section AA is hereby amended to delete the words “shall not assign the contract or subcontract as a whole or in part without the consent of the City of Hudson” and to replace them with the words “shall not assign the contract or subcontract as a whole or in part without the consent of the City of Hudson; provided, however, that the City of Hudson shall not unreasonably withhold, delay or deny its consent.”
  
5. The Contract Documents are hereby amended as follows:
  - a. Title to Excluded Waste. Notwithstanding anything to the contrary in the Contract Documents, title to and liability for any Excluded Waste shall remain with the generator and not pass to Contractor at any time, even if loaded into Contractor’s equipment or vehicles.
  - b. Termination Upon Breach. Either the City or Contractor shall have the right to terminate this Contract upon the other party’s breach, after written notice of such breach is delivered to the breaching party and the breach remains uncured after fourteen (14) days of receiving notice of breach.
  - c. Force Majeure. Neither Contractor nor the City shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires or acts of God (each, a “Force Majeure Event”). No contingency under this section shall excuse the City from its obligation to make prompt payment of monies due and owing for services previously rendered. During any period when performance of a party’s obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Contract during the Force Majeure

Event. If Contractor is reasonably willing or able to provide some level of the services during a period of a Force Majeure Event, Contractor's reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance or Event of Default.

**EXHIBIT B**

**Request For Proposal**

(see attached)

**EXHIBIT C**

**Contractor's RFP Bid Materials**

(see attached)