

CONTRACT FOR SERVICES

This contract is entered into by and between the City of Tontitown, Arkansas (the "City") and INLAND WASTE SOLUTIONS, LLC (the "Contractor") for the provision of solid waste and recycling collection, processing and disposal services.

1. **Term of Contract:** The initial term of this contract shall be for a period of (5) five years, beginning _____, 2017, and ending _____, 2022. There shall be (1) one additional five-year options to renew the contract which shall be automatically exercised unless notice is given by either party. Either party may provide 180-days written notice prior to _____, to the other party that they do not wish to exercise further options to extend the contract.
2. **Services Provided:** Contractor shall be responsible for providing the following services to customers of the City of Tontitown: pickup and proper disposal of residential solid waste; pickup, processing and marketing of residential recyclables.
 - a. **Residential Solid Waste:** Contractor shall provide pickup of residential solid waste once per week on day agreed upon with city. Contractor shall pickup waste and bill in accordance to the attached Appendix "A" price sheet.
 - i. Senior Residential Customers (65 or Older) may choose to utilize a yellow bag only service at a cost of per bag. Bags will be sold to residents and will be made available for purchase at the Inland Waste office located in Bethel Heights or at the Tontitown City Public Works Division. Bags must be purchased by customers, will need to provide proof of age, and to be utilized at their personal residence. See attached Appendix "A" price sheet
 - ii. A green bag compost program will also be offered for weekly curbside collection on the same day as trash is collected. This program is designed for separation of lawn and leaf waste. This program will operate May through November of each year. Bags will be sold to residents and will be made available for purchase at the Inland Waste office located in Bethel Heights or at the Tontitown City Public Works Division. See attached Appendix "A" price sheet
 - iii. Partial months/quarters will be prorated.
 - iv. Residential customer will notify the City when needing service added and when existing customers are to be dropped or service levels adjusted within options outlined on the attached Appendix "A" price sheet. This information will be forward to Inland Waste to take appropriate actions fulfilling the customer's request.

- v. The Contractor shall be responsible for supplying and delivering the carts to the customer.
 - vi. Customers of the City may, after giving 15 days' advance notice to the Contractor, switch from one level of service to another. However, a customer shall only be allowed to switch levels of service once in any 12-month period.
 - vii. If a resident/customer fails to leave the recycle and or trash poly-cart at their residence upon moving or fails to deliver the recycle and or trash poly-cart to Contractor upon moving, then Contractor may bill the resident/ customer for the cost of each unreturned poly-cart @ \$96.00 each.
- b. **Residential Recyclables:** Contractor shall provide pickup of residential recyclables on the same day as solid waste collection occurs. Contractor shall pick up the following materials in the manner described.
- i. Corrugated Cardboard, Chip Board, Newsprint, Magazines, Junk Mail/Residential Paper Mix, Phone Books, Aluminum Cans, Steel Cans, Number 1 (PET) plastic bottles, Number 2 (HDPE) plastic bottles. Glass is not an acceptable component for curbside recycling.
- These materials will be collected in a commingled manner utilizing a 65-gallon poly-cart supplied by the Contractor. Recyclable materials collected under this contract must be processed and marketed to valid secondary materials markets. No portion of this material, other than typical processing waste, may be disposed of otherwise.
- c. **Commercial/Industrial Solid Waste:** Contractor shall provide waste/recycle collection services to commercial/industrial customers of the City and will be billed with a separate service agreement specific to each address, name, and type of business. Contractor shall bill and hold responsible each customer for collection of all amounts due and owing.
- d. **Bulk Waste Collection:** In addition to the weekly trash collection, Contractor will provide a spring bulky waste collection for the City of Tontitown. Contractor will provide two 30-yard roll off containers and one compacting truck operated by Inland employees at no charge. Additional 30 yard containers requested by the city for city projects other than spring cleanup will be billed at \$75.00 deliver, \$150.00 per pull, \$39.00 per ton, and applicable ADEQ fees. Additional items will be collected curbside one time per month at a date set by both parties. These items will be billed separately for the normal monthly trash billing, see Appendix A for pricing.
- e. **City Containers:** Contractor shall provide one free commercial container at each of the city owned properties and will be serviced weekly. Containers will be placed in accordance to City Mayor's request
3. **Designated Disposal Facility:** Contractor shall deliver solid waste collected under this contract to the EcoVista Landfill in Tontitown or Licensed, Environmentally Approved,

Permitted Disposal Site. Transportation can be via direct disposal by Inland Waste Equipment or to approved and licensed transfer stations.

4. **Reporting Requirements:** Contractor shall provide a report with the following information to the City on a quarterly basis. These reports shall be due by the 15th of every April, July, October and January covering the prior three month's activities. The City has the right to audit the records of the Contractor to verify information in such reports during normal business hours of the Contractor. Information to verify the following shall be made available by Contractor:
- Tons of solid waste collected and disposed of under this contract.
 - Number of residential customers served under this contract.
 - Tons of recyclable materials collected and processed under this contract.
5. **Insurance/Worker's compensation:** The contractor agrees to obtain and maintain, during all periods that this Agreement is in force the following:

<u>Type of Coverage</u>	<u>Per Occurrence Minimum m</u>
Workers compensation	As required by law and shall cover all employees including drivers
Comprehensive & General Public Liability	\$1,000,000
Property Damage	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000
Comprehensive Auto Liabilityy - Property Damage	\$500,000
Excess Liability Umbrella	\$2,000,000

- Contract with licensed landfill/disposal site;
- All licenses, permits, or other authorizations required by State or Federal authorities.

And shall provide proof of the foregoing to the City prior to (or within thirty (30) days of) commencement of hauling or collection of solid waste in Tontitown.

6. **Billing:** Contractor shall submit all billing to each residential customer by the 15th of each month detailing the number of residential customers served. The City will reconcile billing with Inland Waste each month. Customers will be billed upfront, in advance for monthly trash services.
7. **Hours for Collection:** All garbage and recycling must be curbside, ready for pickup by Contractor no later than 7:00 am on the morning of collection/pickup. Residential collection hours will be 7:00 am – 6:00 pm.
8. **Missed Pickups:** Calls for missed pickups will be directed to Inland Waste office located in Bethel Heights and will maintain a log of missed pickups. When a call for a missed pickup is received, the Contractor shall return and have completed any missed

pickups no later than the end of the next business day. Costs of missed pickups collections shall be borne exclusively by the Contractor.

9. **Holidays and Bad Weather Days:** If the regular collection day falls on one of the following holidays, then the Contractor may skip collection on that day, but must collect those customers on the following day. If Contractor provides collection on multiple days during the week, those collection days shall not shift due to the holiday. Holidays on which collection may be deferred are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In the event inclement weather or other conditions outside the control of the Contractor makes collection hazardous or impossible, collection will be excused until the earliest possible opportunity to collect safely occurs.
10. **Franchise Fee:** Contractor shall be responsible for remitting a franchise fee equal to 4.25% of gross residential cart under this contract to the City on a monthly basis. This fee shall be due by the 15th of each month for the prior month's charges.
11. **Termination of Contract:** In the event that Contractor fails to meet their obligations under this contract, the City will provide notice of deficiency to the Contractor in writing. Contractor shall have 60 days from the date of the notice to correct the deficiency to the satisfaction of the City and its administration. If Contractor fails to correct the deficiency within a reasonable amount of time, the City has the discretion to terminate the Contract if Contractor fails to resolve said service failures by providing written notice to the Contractor. This notice must include specifics just cause, frequency, and type of unresolved service failure. If there are more than three instances of a notice of deficiency being issued by the City within any twelve-month period, the City has the discretion to terminate this contract.
12. **Price Escalators:** Costs under this contract shall be fixed during the initial year, Contractor may present the city with a proposed price escalation at the end of each anniversary date of the contract. Price increases presented cannot exceed 3% annually, Contractor will communicate suggested price-escalation at least 30 days prior to initiating price changes. No other price escalations shall be allowed, with the exception of an increase or addition in governmental or landfill fees beyond the control of the Contractor.
13. **Excuse from Performance:** The City and contractor shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other acts of God, war, civil insurrection, riots, acts of any government, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

The party claiming excuse from performance shall within twenty-four (24) hours after such party has notice of such cause give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Article. The interruption of discontinuance of Contractor's services caused by one or more of the events excuse shall not constitute a default by Contractor under this Agreement.

14. **Exclusivity:** Contractor shall be the exclusive provider of residential solid waste and recycle collection within the limits of the City during the term of this contract.
15. **Severability:** Should any portion of this contract be declared by a court of law as unenforceable, illegal or unconstitutional, the remainder of the contract shall remain in full force and effect.
16. **Applicable Law:** This contract shall be construed and governed in accordance with the laws of the State of Arkansas. Enforcement of this contract must be made in the Courts of Washington and or Benton County, Arkansas.
17. **Notice:** All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: City of Tontitown
 201 East Henri De Tonti Blvd.
 Tontitown, AR 72770
 Phone: 479-361-2700
 Attn: Mayor Paul Colvin

If to Contractor: Address: Inland Waste Solutions
 848 Highway 264
 Bethel Heights, Arkansas
 PO Box 1700
 Lowell, Arkansas 72764
 Phone: 479-799-9935
 Attn: Stephen Walker

Inland Waste Solutions, LLC

City of Tontitown, Arkansas

By: _____
Stephen Walker, VP of Sales, BNA

By: _____
Paul Colvin, Mayor

Attest:

(Office)

Attest:

Recorder-Treasurer

City of Tontitown, Arkansas - Option #1

April 2017

Residential Service 96 Trash/64 Recycle Gallon Carts Senior Residential Service 64 Gallon Carts or Yellow Bags CARTS PROVIDED	Monthly Rate Per Unit (Year 1)	Monthly Rate Per Unit (Year 2)	Monthly Rate Per Unit (Year 3)	Monthly Rate Per Unit (Year 4)	Monthly Rate Per Unit (Year 5)
INSIDE City Limits - One 1 Time Per Week Solid Waste Pickup, One 1 Time Per Week Recycling	\$13.50	\$13.77	\$14.18	\$14.47	\$14.90
INSIDE City Limits - One 1 Time Per Week Solid Waste Pickup	\$11.50	\$11.73	\$12.08	\$12.32	\$12.69
INSIDE City Limits - Senior Rate One 1 Time Per Week Solid Waste Pickup, One 1 Time Per Week Recycling Pickup	\$9.75	\$9.95	\$10.24	\$10.45	\$10.76
INSIDE City Limits - Senior Rate One 1 Time Per Week Solid Waste Curbside Pickup ONLY	\$7.75	\$7.91	\$8.14	\$8.30	\$8.55
INSIDE City Limits - Senior Rate One 1 Time Per Week Solid Waste Pickup Yellow Bags (per)	\$1.50	\$1.53	\$1.58	\$1.61	\$1.66
INSIDE City Limits - Additional Solid Waste or Recycling Carts (per each additional)	\$6.00	\$6.12	\$6.30	\$6.43	\$6.62
City Facilities will be provided free commercial trash services. IE; Fire Station, Street/Road Department, Police Department, City Hall, Maintenance Facility. Container Size TBD by Mayor.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INSIDE City Limits - Bulk Item / City Wide Clean Up scheduled by City Administration 1 time each spring/fall limit 2 days for each clean up and max 4 Open Tops Containers per day. Compaction	OT/Comp	OT/Comp	OT/Comp	OT/Comp	OT/Comp
INSIDE City Limits -Yard Waste Bags Green Plastic Option	\$2.50	\$2.55	\$2.63	\$2.68	\$2.76
INSIDE City Limits -Small Item per each (TBD by City) Scheduled	\$15.00	\$15.30	\$15.76	\$16.07	\$16.56
INSIDE City Limits -Medium Item per each (TBD by City) Scheduled	\$30.00	\$30.60	\$31.52	\$32.15	\$33.11
INSIDE City Limits -Large Item per each (TBD by City) Scheduled	\$60.00	\$61.20	\$63.04	\$64.30	\$66.23
6 Cubic Yard FEL Container - 6 pickup per week (Grape Festival)	\$450.00	\$463.50	\$477.41	\$491.73	\$506.48
8 Cubic Yard FEL Container - 6 pickup per week (Grape Festival)	\$550.00	\$566.50	\$583.50	\$601.00	\$619.03
30 Cubic Yard Open Top - 3 pickup per week (Grape Festival) per pull	\$450.00	\$463.50	\$477.41	\$491.73	\$506.48
20/30/40 Yard Open Top Rental-Haul-Disposal (Construction/Non Hazardous Clean Up)	TBD	TBD	TBD	TBD	TBD

Residential Service and Senior Residential Service Levels BAG RATE NO CARTS PROVIDED	Monthly Rate Per Unit (Year 1)	Monthly Rate Per Unit (Year 2)	Monthly Rate Per Unit (Year 3)	Monthly Rate Per Unit (Year 4)	Monthly Rate Per Unit (Year 5)
4 Bag Trash - 1 pickup per week	\$13.25	\$13.65	\$14.06	\$14.48	\$14.91
8 Bag Trash - 1 pickup per week	\$26.50	\$27.30	\$28.11	\$28.96	\$29.83
12 Bag Trash - 1 pickup per week	\$39.75	\$40.94	\$42.17	\$43.44	\$44.74
Senior Yellow Bag - 1 pickup per week (per bag)	\$1.25	\$1.29	\$1.33	\$1.37	\$1.41
Blue Bag Recycle - 1 pickup per week (per bag)	\$1.75	\$1.80	\$1.86	\$1.91	\$1.97
City Facilities will be provided free commercial trash services. IE; Fire Station, Street/Road Department, Police Department, City Hall, Maintenance Facility. Container Size TBD by Mayor.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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