

EXHIBIT "B"
GENERAL TERMS AND CONDITIONS

See attached.

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NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

A) DEFINITIONS

The Definitions of words and phrases used are as defined in Chapter 50 Hollywood's Code of Ordinance entitled "Solid Waste and Recycling Management" and as set forth in Chapter 403, Florida Statutes unless defined below. When not consistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

Bulk Waste means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a container. Bulk Waste includes, but is not limited to, furniture and fixtures, mattresses, appliances, equipment, bicycles, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Unit.

Brush Material means accumulations of shrubbery cuttings, palm fronds, or tree limbs.

Commingled Waste means commingled Yard Waste and Bulk Waste.

Contract Year means the time from the commencement date of service, which shall be August 1, 2019, through July 31, 2020 and each year thereafter during the term of the Contract.

Customer Service means the City of Hollywood's Customer Service Center.

Recyclable Materials or **Recyclables** means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Recyclable Materials include glass containers; plastic containers #1-#7; aluminum, steel and bimetal cans; cartons and aseptic containers; newspapers; magazines and catalogs; flattened corrugated cardboard; brown paper shopping bags; telephone books; junk mail; paperboard; fiberboard; other mixed paper, and other materials added by the City.

Recycling Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Recyclable Materials.

Residential Unit means a single-family, duplex, or triplex dwelling located within the limits of the City of Hollywood.

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Unacceptable Waste means motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

Waste Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Solid Waste.

Yard Waste means vegetative waste including but not limited to grass clippings, leaves, Brush Material, and other miscellaneous, garden trash.

B) CONTRACT TERM

The initial term for the Agreement shall be for a 10-year period commencing on October 1, 2019. The City may renew the Agreement for one additional three-year period subject to vendor acceptance, satisfactory performance of the vendor, and determination that renewal will be in the best interest of the City.

C) INSURANCE

Without limiting any of the other obligations or liability of the Waste Pro , Waste Pro shall provide, pay for, and maintain in force throughout the contract term and any extension terms(s), the insurance coverage's set forth in this section. Waste Pro shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of Waste Pro . Such certificates shall name the City as an Additional Insured.

Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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A) Comprehensive General Liability:

Commercial General Liability Insurance with not less than the following limits:

General Aggregate	\$2,000,000
Products-Comp/Op Aggregate	\$2,000,000
Personal and Advertising injury	\$2,000,000
Each Occurrence	\$2,000,000
Damages to rented premises	\$ 50,000

The City of Hollywood shall be named as an Additional Insured. Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B) Commercial Automobile Liability:

Commercial Automobile Liability Insurance with not less than the following limits:

Combined Single Limit	\$2,000,000
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The City of Hollywood shall be named as an Additional Insured. Coverage shall include contractual liability assumed under this agreement, owned, Hired and non-owned vehicles.

C) Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

Each Accident	\$500,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$500,000

D) Pollution Liability:

\$1,000,000 each claim / \$2,000,000 Agg.

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The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful contractor must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require any other insurance it deems necessary depending upon the exposures.

D) PERFORMANCE AND PAYMENT BOND

Within 15 business days following written notice of award by the City Commission, Waste Pro shall furnish to the City of Hollywood a performance/payment bond(s) equal to the first years' contract amount. Waste Pro will be held responsible for renewal of the bond for each successive year of the contract. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VIII from Best's key rating guide. Subject bond(s) will cover the entire contract amount.

E) EQUIPMENT

Sufficient and Appropriate Equipment. Waste Pro shall have on hand, at all times and in good working order, sufficient and appropriate collection vehicles and other equipment to provide Residential Collection Service and other services required herein. Such equipment shall include collection vehicles to service Waste and Recycling Carts, as well as collection vehicles to collect Yard Waste and Bulk Waste (or Commingled Waste). Collection vehicles will be phased into the operation as follows:

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Equipment Detail	Year 1 – 2020	Year 2 – 2021	Year 3 – 2022	Total by Type
Rearload 12yd – 16yd	3 (June 2020)			3
Rearload 25yd	3 (July 2020) 3 (Aug. 2020)	1 (June 2021)	4 (June 2022)	11
Automated SideLoad 28yd		3 (June 2021) 4 (July 2021)		7
Grapple Truck 25yd	1 (May 2020)		4 (July 2022)	5
Total by Year	10	8	8	26

Reserve Equipment. Waste Pro shall provide the City with a minimum of one reserve collection vehicle for every 10 frontline collection vehicles. Reserve vehicles shall be similarly equipped to provide collection services should frontline vehicles be inadequate or incapacitated.

Vehicle Maintenance. All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times of service.

Vehicle Markings. All vehicles used by Waste Pro to provide services hereunder shall clearly display Waste Pro's name, Waste Pro's local customer service telephone number, and truck number.

DriveCam. All collection vehicles shall be equipped with DriveCams or similar equipment. Such equipment must be maintained and fully operational at all times during collection activities.

List of Vehicles. Prior to commencement of collection services, Waste Pro shall provide the Contract Administrator with a list of all collection vehicles. Waste Pro shall keep such list current at all times during the term of the Contract and immediately notify the Contract Administrator of any changes since the list will be used to document receipt of loads at the designated processing and disposal

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facilities. The list shall include the vehicle identification number and material being collected.

Vehicle Disposition. At the end of the initial contract term, Waste Pro shall offer two grapple trucks at a mutually agreed amount.

F) RECORDKEEPING

General Recordkeeping Requirements. Waste Pro shall create, maintain, and make available records as required by all applicable local, State,

and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to the Contract.

Reporting. Waste Pro shall provide the following information to the City as listed below and as otherwise specified in the Agreement.

Frequency	Reporting
Daily reporting	• Proof of pickup of waste in violation of set-out requirements for which special collection service was not requested by the customer (Section 3.1.4.2) • Non-collection events and associated digital photographs (Section 3.9.5)
Weekly reporting	Weight tickets for materials delivered to each designated facility (Section 3.17.3)
Monthly reporting	• Updated and current copy of cart asset management database (Section 3.13.9) • Recycling Incentive Program log (Section 3.15.3)
Annual reporting	Tare Weight Report (Section 3.17.4)

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G) SERVICE RATES, BILLING, INVOICING AND OTHER PAYMENTS

Service Fees. The City shall pay Waste Pro \$20.49 per residential unit for an estimated number of 34,659 residential units for Residential Collection Service for the Residential Collection Service options selected by the City. Such fee shall not be adjusted through September 30, 2020. The fee for Residential Collection Service shall be adjusted October 1, 2020, and annually thereafter throughout the term of the Agreement as described herein. All fee adjustments are subject to approval by the City Commission.

Annual Service Fee Adjustment. The service fee shall be adjusted as follows:

9.95% fixed increase effective October 1, 2020

7.50% fixed increase, effective October 1, 2021

4.00% fixed increase, effective October 1, 2022

Effective October 1, 2023 and October 1 of each subsequent year of the term of the Contract (including any renewal of the Contract). The service fee shall be adjusted based on a combined index consisting of 90 percent of the percentage change in the previous year's Consumer Price Index (CPI) and 10 percent of the percentage change in the previous year's Fuel Index, rounded to the nearest 100th

of a percent, as described below. The total fee increase in any given year shall be capped at 3 percent.

Change in subsequent years' Service Fee = Current Service Fee x ((90% X CPI change) + (10% x Fuel Index change))

The CPI change shall be the percentage change in the average CPI for Garbage and Trash Collections in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted (Series ID #CWUR0000SEHG02) published by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average monthly fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic (PADD 1C) for Ultra-Low Sulfur (15

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ppm and under) Diesel, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

Example:

If,

Current Service Fee is \$10.00/month

Average CPI for July 2018-June 2019 is 234.878

Average CPI for July 2019-June 2020 is 239.712

Average monthly Fuel Index for July 2018-June 2019 is 2.419667

Average monthly Fuel Index for July 2019-June 2020 is 2.774833

Then,

Change in subsequent years' Service Fee =

$\$10.00 \times ((90\% \times ((239.712 - 234.878) / 234.878)) + (10\% \times ((2.774833 - 2.419667) / 2.419667))) =$

$\$10.00 \times (1.85\% + 1.47\%) = \$10.00 \times 3.32\% = \$0.33/\text{month}$

Billing: The City will bill customers for Residential Collection Service and shall pay Waste Pro on a monthly purchase order (PO) upon receipt of invoice. Waste Pro shall bill customers and collect payment for special collection services and for providing second Waste Carts.

Invoices. Waste Pro shall invoice the City within 30 days after the completion of monthly service.

Other Payments. To assist the City with ensuring proper set-out of materials, maintaining alleyways and roads, and educating residents, Waste Pro shall remit \$110,000 annually to the City by October 1 of each year during the term of the Agreement

H) CHANGE IN LAW

Should a change in law arise that necessitates any additions or deletions to the work described herein, Waste Pro may petition the City for a rate adjustment resulting from such change in law. Waste Pro's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may

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request from Waste Pro such further information as may be reasonably necessary in making its determination. Within 60 calendar days of receipt of the request and all other additional information required by the City, the City Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the City Commission at a regular meeting. Adjusted rates shall become effective upon approval by the City Commission.

I) LIQUIDATED DAMAGES

It is the intent of the City to ensure that Waste Pro provides a high-quality level of collection services as well as the prompt and convenient performance of the services described in the Contract. Waste Pro shall provide the services as required herein and resolve all service-related complaints promptly.

Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the Agreement will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. Liquidated damages imposed by the City will be deducted from payments due to Waste Pro. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under the Contract. Moreover, failure by the City to seek said damages or other legal or equitable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

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	Performance Standard Violation	Liquidated Damages
A)	Missed pickups and other legitimate service complaints from residential customers: • 750-1,000 per month • 1,001-1,500 per month • 1,501-2,000 per month • More than 1,250 per month	\$5,000 per month \$10,000 per month \$15,000 per month \$20,000 per month
B)	Failure to respond to missed pickup in the timeframe required (Section 3.8.3).	\$100 per customer per occurrence for 1 st notification \$250 per customer per occurrence for each additional notification Plus cost to City if City or another contractor provides such service
C)	Failure to correct chronic problems (chronic shall mean three or more similar legitimate complaints by the same customer within a 90-day period) in any category of service.	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
D)	Reporting unresolved missed pickup or other service complaint as resolved.	\$500 per occurrence
E)	Providing Residential Collection Service outside of the days and hours specified in the Contract unless otherwise approved by the Contract Administrator (Section 3.2).	\$100 for 1 st occurrence in a month \$200 for 2 nd occurrence in a month

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		\$500 for 3 rd and each additional occurrence in a month
F)	Failure to properly notify all customers of changes in collection day within the timeframe specified (Section 3.4.3).	\$3,000 per occurrence
G)	Failure to properly notify the Contract Administrator of changes in Residential Collection Service routes or schedules (Section 3.4.2).	\$1,000 per occurrence
H)	Failure to complete a route (if more than 5% of units on the route are not serviced) (Section 3.7.2).	\$1,000 per occurrence Plus cost to City if City or another contractor provides such service
I)	Mixing of loads of materials as prohibited by the Contract without prior written approval from the Contract Administrator (Section 3.7.3).	\$5,000 per occurrence
J)	Failure to take prompt and effective remedial action to clean up litter, spills, or make repairs (Sections 3.7.7 through 3.7.10).	\$250 per day per occurrence If not remedied in three days, \$500 per day until remedied Plus cost to City if City or another contractor provides such service
K)	Failure to leave a Non-Collection Notice for customer explaining why material was not collected and/or to provide the City with notification and documentation, including digital photographs, of all non-collection events by the end of each work day (Section 3.9).	\$100 for 1 st occurrence in a month \$200 for 2 nd occurrence in a month

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		\$500 for 3 rd and each additional occurrence in a month
L)	Failure to maintain a customer service office meeting the requirements of the Contract (Section 3.10.2).	\$100 per occurrence per day
M)	Failure to provide and maintain a transparent web-based platform for tracking and reporting service inquiries, requests, and complaints (Section 3.10.5).	\$500 per day for each day not in compliance
N)	Failure to provide, upon request, GPS-trackable reports or DriveCam video (Section 3.10.5).	\$1,000 per occurrence
O)	Failure to provide at least two permanent full-time Route Supervisors dedicated exclusively to the City Section 3.11.2).	\$250 per day
P)	Failure to repair, replace, exchange, or provide Waste and Recycling Carts within the time specified, including prior to commencement date of service (Section 3.13).	\$100 per occurrence per cart per day
Q)	Failure to provide Waste Cart and Recycling Cart to new customer within four work days of receiving notification (Section 3.13.5).	\$100 per occurrence per day late
R)	Failure to provide and maintain an accurate asset management database for carts (Section 3.13.9).	\$500 per day for each day not in compliance
S)	Failure to pick up illegal dump within time period specified (Section 3.14.5).	\$250 per day until picked up Plus cost to City if City or another contractor provides such service

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T)	Failure to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with the same vehicle within a 12-month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
U)	Failure to correct personnel problems (chronic shall mean three instances of the same or similar problem with the same individual within a 12-month period).	\$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter
V)	Failure to deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste to City-designated facilities (Section 3.17.1).	\$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere
W)	Failure to provide the Contract Administrator with a copy of the weekly weight tickets (Section 3.17.3).	\$100 for 1st occurrence in a month \$200 for 2 nd occurrence in a month \$500 for 3 rd and each additional occurrence in a month
X)	Failure to make Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris (Section 3.18.2)	\$5,000 per occurrence per day Plus cost to City if City or another contractor provides service
Y)	Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Section 3.19).	\$100 per day that each report, log, or documentation is late

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Z)	Failure to comply with any provision of the Contract for which a penalty has not been specified.	\$100 per occurrence per day
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J) YARD WASTE, BULK WASTE AND COMMINGLED WASTE PROCESSING FEE

The City shall pay Waste Pro \$34.00 per ton for Yard Waste Processing, \$41.80 per ton for Bulk Waste Processing and \$34.00per ton for Commingled Waste Processing. The per-ton fee for receipt, management, recycling, and disposal of the City's residential Yard Waste, Bulk Waste and

Commingled Waste, and providing all related services as specified herein, is as specified in Waste Pro price for Yard Waste processing. This fee is hereinafter referred to as the "Waste Processing Fee."

The Waste Processing Fee shall remain the same through September 30, 2020. As of October 1, 2020 and each subsequent October 1 during the term of the Contract, the Yard Waste Processing Fee shall be adjusted based on 80 percent of the annual percentage change in the Consumer Price Index for Garbage and Trash Collections in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted (Series ID #CWUR0000SEHG02) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Yard Waste Processing Fee adjustment exceed 3 percent of the Yard Waste Processing Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.

The City shall be responsible for payment of the Waste Processing Fee for Yard Waste, Bulk Waste and Commingled Waste, as set forth in the Agreement. The City will not be responsible for payment of disposal of Waste delivered by the City's Contract Hauler from any other source other than Waste generated by City residents.

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K) INVOICING & PAYMENT

Waste Pro shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to Waste Pro for disposal of Yard Waste during the previous month.

The City shall remit payment within 30 days of invoice receipt.

L) PERFORMANCE BOND

Prior to commencing services, Waste Pro shall furnish to the City, and keep current for the full duration of the Agreement and any renewal, a Performance Bond for the faithful performance of the Agreement and all obligations arising hereunder in an amount equal to one year of Waste Processing Fees.

M) LIQUIDATED DAMAGES

Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under the contract. Moreover, failure by the City to seek said damages or other legal or equitable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

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	Performance Standard Violation	Liquidated Damages
A)	Failure to accept Yard Waste, Bulk Waste and/or Commingled Waste during scheduled receiving hours (Section 4.3)	\$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility
B)	Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 4.5.2)	\$300 per day
C)	Failure to submit timely records and reports (Section 4.6)	\$300 per calendar day late

N) TERMINATION. The City, may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to Waste Pro.