

5-032
C: COUNCIL
MIKE

SOLID WASTE DISPOSAL AGREEMENT

This AGREEMENT made this 12 day of December, 2014, between PLYMOUTH TOWNSHIP, in the County of Montgomery and State of Pennsylvania, party of the first part (hereinafter designated "Township") and COVANTA 4RECOVERY, party of the second part (hereinafter "Contractor").

WHEREAS, Township has duly accepted Contractor's bid proposal dated October 30, 2014, and in reliance thereon has awarded to Contractor, as lowest responsible bidder, the written contract; and

WHEREAS, Contractor has had full opportunity to read and review all of the contract documents and has submitted said proposal as incorporating by reference all of said documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and as well for the promise by Township to pay Contractor as specified herein and the promise of Contractor to Township of full and complete performance in accordance with the contract documents, the parties hereto covenant, contract, and agree as follows:

1. Contractor shall and will, for the period of five (5) years, commencing January 1, 2015, provide all the labor, tools, machinery, plant, and equipment and perform all the work of disposing of residential solid waste from Plymouth Township in accordance with the prices as detailed under the October 30, 2014 bid proposal of Covanta 4Recovery, a complete copy of which is attached hereto and incorporated in this Agreement as Exhibit "A."

The Township, at its sole discretion, may extend the term of this Agreement for two (2) additional five (5) year option periods, as provided under the bid specifications, attached hereto and incorporated herein as Exhibit "B," and as provided under the October 30, 2014, bid proposal. The Township shall provide the Contractor ninety (90) days written notice prior to the completion of the initial term of the contract of its intention not to extend the contract. If the Township does not provide such notice within ninety (90) days of the completion of the initial term of the contract, or any subsequent renewal term, then the contract shall be automatically extended for the additional five (5) year term at the rates proposed in Exhibit "A".

2. The parties hereto hereby agree that the bid specifications and October 30, 2014 bid proposal, Exhibits "A" and "B" hereunder, shall be and are incorporated by reference to as though set forth at length herein.
3. It is hereby mutually understood and agreed that the relation of Contractor to the work included in this agreement is that of an independent contractor. To the fullest extent

permitted by law, the Contractor covenants to indemnify the Township and its appointed and elected officials, officers, servants, agents, and employees from and against any and all claims, as provided under Section 3.07 of the bid specifications. Contractor shall and will accept, insofar as the work covered by this contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act and any and all supplements and amendments thereto which have been or may hereafter be passed, and will either insure their liability thereunder or file with Township a certificate of exemption from insurance duly issued by the Bureau of Workers' Compensation of the Department of Labor and Industry of the Commonwealth of Pennsylvania.

4. Contractor further agrees to furnish bonds satisfactory to Township, with approved corporate surety, in the sum of one hundred percent (100%) of the total amount of the current term of this Agreement in accordance with the requirements set forth in attached Exhibits "A" and "B" conditioned for the full and faithful compliance by Contractor with all the terms, conditions, and requirements of this agreement, and said bonds to be delivered to Township within twenty (20) days after the award of this contract.
 - a. It is expressly understood and agreed that all liabilities, duties, and obligations of Contractor hereunder shall, in the event of his default or failure to perform any or all of the terms and conditions hereof, apply and extend to any surety or sureties who may give bond hereunder for the faithful performance of this Agreement in all respects, whether in the provisions hereof or hereunder the surety shall be specifically referred to or not. It is further understood and agreed that all rights and remedies of Township hereunder are cumulative and not alternative and may be enforced alternately, successively, or concurrently as Township may elect. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 - b. Contractor agrees not to assign or delegate any rights or duties under this contract or any portion of the work hereby contracted for without the consent of the Township in writing, and in no event shall any assignment or delegation relieve Contractor or his surety or sureties from prime responsibility for the faithful performance of this contract.
6. Township, for an in consideration of the covenants and agreements to be kept and performed by Contractor as herein set forth, covenants and agrees to pay Contractor for the work done under and in pursuance of this contract the sums provided under the October 30, 2014 bid proposal, all such sums to be paid in accordance with the provisions for payment contained in the attached Exhibits "A" and "B."
7. In the event of any dispute between the parties hereto as to compliance with the terms and provisions hereunder, said dispute may, at the option of the Township, unless otherwise provided hereunder, be submitted to the American Arbitration Association for arbitration, whose decision shall be final and binding upon the parties provided,

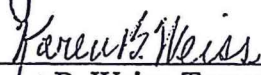
however, that the Township shall first give Contractor written notice, seven business days prior to such submission to the American Arbitration Association and shall make known in said notice the nature of the dispute and the requirements considered by the Township to be necessary to be met in order to avoid arbitration. In addition to the aforesaid rights of arbitration accruing to the Township, the Township shall have the right, through its Township Manager, to advise the Contractor, in writing, of any particular or specific breach of any term or provision hereunder and said notice by the Manager shall be considered to have been accepted by Contractor without defense and subject to immediate compliance by Contractor unless Contractor, within seven business days after receipt of said notice, denies, by written notice to Township, the allegations of breach contained in said notice of Township Manager and advises that it (Contractor) desires the alleged breach or breaches to be submitted for arbitration to the American Arbitration Association as aforesaid. Failure of the Township to avail itself of arbitration under the terms and conditions hereof, with respect to the American Arbitration Association, shall not be deemed to constitute a waiver of Township's right to pursue any and all other remedies in law or equity for the determination and/or satisfaction of its rights hereunder.

8. This Agreement constitutes the entire agreement between the parties, and the terms, conditions and provisions of this Agreement shall not be modified, altered, or amended absent a writing duly approved and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto, with the full intent to be legally bound hereby, have hereunto set their hands and seals the day and year first written above.

PLYMOUTH TOWNSHIP:

By: 
Sheldon J. Simpson, Chairman

Attest: 
Karen B. Weiss, Township Manager

COVANTA 4RECOVERY

By: 
Derek Veerhof, EVP.