

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

Option #1 (Three Year Term): The term of the Collection Services Agreement shall commence 12:01 a.m., the _____ day of _____, 202____, and expire at midnight, the _____ day of _____, 202____; with the option at the sole discretion of the (City/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days' notice to Contractor.

Option #2 (Five Years): The term of the Collection Services Agreement shall commence 12:01 a.m., the _____ day of _____, 202____, and expire at midnight, the _____ day of _____, 202____.

The (City/Village) of _____, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection Services has been accepted, and the (City/Village) has selected **Option #1 / Option #2** (please circle selection).

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Village) within ten (10) calendar days.

Dated this _____ day of _____, 2022. By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2022. By: _____

Title: _____

NOTICE TO PROCEED

To: _____

PROJECT DESCRIPTION: The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

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You are hereby notified to commence the Collection Services in accordance with the Collection Agreement dated _____, 2022, on or about the _____ day of _____, 20____, and you are to continue to provide the Collection Services until midnight, the _____ day of 20____.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2022. By: _____

Title: _____

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE OR SOLID WASTE AND RECYCLABLE MATERIALS GENERATED WITHIN THE CITY/VILLAGE OF BELLBROOK, OHIO

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials (“Collection Services”) generated within the City/Village of Bellbrook, Ohio (the “Collection Agreement”) entered into this _____ day of _____, 2022, is by and between the City/Village of Bellbrook, Ohio (the “City/Village”), with its offices located at 15 E. Franklin St. Bellbrook, OH 45305, and (“Contractor”), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio, _____ (zip code).

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City/Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City/Village; and

WHEREAS, the City/Village has determined that it is in the best interests of the City/Village and its Residents that the City/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and/or Recyclable Materials generated at Residential Units, City/Village Municipal Facilities and during Special Events located within the City/Village from a single contractor on an exclusive basis; and

WHEREAS, on March 7, 2022, and March 14, 2022, the City/Village, as part of a Joint Bid Process with several communities located within Southwest Ohio (“2022 Southwest Ohio Regional Refuse Consortium”), invited through public advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Contractor submitted a bid to become the sole provider of Collection Services for the benefit of the City/Village and its Residents; and

WHEREAS, following the official opening of the bids on April 21, 2022 by the Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City/Village determined that the Contractor is qualified to provide the Collection Services to the City/Village and approved the award of the Collection Agreement to the Contractor; and

WHEREAS, the City/Village and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit

monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

WHEREAS, the City/Village and the Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 Agreement and Independent Contractor Status.** The City/Village hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, City/Village Municipal Facilities and during certain Special Events within the City/Village.
- 2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for _____ years, beginning on _____ and terminating on _____.
- 2.3 Renewal Terms.** If the term of this Collection Agreement is for three (3) years, such Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year at the sole discretion of the City/Village, at the cost for the Collection Services reflected on the Bid Form, attached as Exhibit A.
- 2.4 Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City/Village-approved Collection Routes; (c) that City/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; (e) that the Contractor has delivered to the City/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference; and (f) that the route

supervisor has signed the route supervisor acknowledgement form. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

- 3.1 Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit, Residential Unit Equivalent, City/Village Facilities and during Special Events located within the City/Village, including such materials that exceed the capacity of a City/Village or Contractor- provided collection container, if provided. All Solid Waste or Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City/Village-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust- free and equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Village. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Village.
- 3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, and telephone service with a non-toll telephone number from the City/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to

7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Village. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

- 3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City/Village, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle, or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City/Village shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City. Please note that the Municipality of Brookville bills residents directly for additional containers.
- 3.7 Solid Waste Collection Containers.** Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet. Please note that the Municipality of Brookville bills residents directly for solid waste containers purchased by the resident.
- 3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees,

and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City/Village. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.

- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Village, the Contractor shall provide a written report to the City/Village of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Village shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.10 Collection of Home Remodeling Debris.** The Contractor may limit the collection to Home Remodeling Debris. The Contractor shall include a description of Home Remodeling Debris in the Resident obligation notice mailed to the Residents of the City.
- 3.11 Services at City/Village Municipal Facilities.** The Contractor shall provide collection containers to the City/Village per the instructions outlined in Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City/Village at no additional charge or as specified in Exhibit E, provided that City/Village requests for additional collection are not greater than two in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Village upon written notice to the Contractor.
- 3.12 Collection at Special Events and/or Minor Remodeling Projects of City/Village Buildings.** The Contractor shall provide Collection Services upon request of the City/Village for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to forty (40) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City/Village Municipal Facility, without additional charge, as requested by the City/Village. Unless otherwise agreed in writing, no additional fees shall be charged to the City/Village for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that

may be required by the City/Village, or the volume or nature of the Solid Waste or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City/Village at the price indicated on Exhibit A.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City/Village, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City/Village Municipal Facilities or Residential Unit Equivalents. Note that as development occurs, additional Residential Unit Equivalents may be added over the course of the contract.

ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before August 31, 2022, the Contractor shall furnish the City/Village, for approval by the City/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the City/Village (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City/Village.) The Contractor shall not change the day of collection without written approval by the City/Village. In the event such a change is approved by the City/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Village retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City/Village-approved collection routes.
- 4.2 Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City/Village. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.
- 4.3 Starting and Ending Time.** Except as set forth in Exhibit E, Collection of Solid Waste and Recyclable Materials shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the

Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Village and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Village for approval by August 31, 2022. Subsequent notices shall be submitted to the City/Village for approval not later than twenty (20) days prior to mailing to the Residential Units. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to City/Village residents without prior consent and written approval from the City/Village.

- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City/Village or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Village shall have the right to perform such cleanup services using City/Village employees or other contractors and withhold release of monthly payment in accordance with Section 6.2.
- 4.8 Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.

4.9 Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City/Village with copies of all tags left at each Residential Unit pursuant to Section 4.11. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City/Village and the Residents receiving the Collection Services.

4.10 Conduct of Contractor's Employees. The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Village.

4.11 Collection Reports. The Contractor shall provide a report to the City/Village at a frequency determined by the City/Village and the Contractor in the Implementation Plan in order to avoid disputes regarding whether collection containers were placed for collection by the Resident. The report shall include the following information:

- A. A listing of any Residential Units not placing containers on the collection day;
- B. Tags for Residential Units that were not collected per section 4.9. These tags shall include the address of the Residential Unit and an explanation for why collection did not occur. The Contractor may provide this information electronically.

The City/Village shall designate a primary and secondary contact for reports:

Primary contact: Name: _____ E-mail: _____

Secondary contact: Name: _____ E-mail: _____

The Contractor and the City/Village may agree to utilize a different procedure, provided such agreement is in writing.

4.12 Contractor's Response to Complaints. The City/Village shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 4:00 p.m. and before the last collection vehicle leaves the City/Village at the end of the day of collection, contact the City/Village to determine if any complaints have been received. The Contractor shall give

prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Contractor shall immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Village shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City/Village its written response to any such demand. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village and its Residents, the City/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the City/Village, in the amount of 100% of the consideration for performance of year one of the Collection Agreement. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Village accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Village and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

5.4 Proof of Insurance. All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Village and authorized to do business in the State of Ohio. The City/Village shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5 Workers' Compensation Coverage. Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City/Village satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

5.6 Indemnification. The Contractor shall save, indemnify and hold the City/Village, its Board / Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

5.7 Environmental Indemnification. The Contractor shall save, indemnify and hold the City/Village, its Council members, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees),

which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 Indemnity Not Limited.** In any and all claims against the City/Village, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Village.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 6.1 Contractor Billings to City/Village and City/Village Payment.** The Contractor shall bill the City/Village for the Collection Services within ten (10) days following the end of the month, and the City/Village shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in the Exhibit A, increased for additional services requested and approved by the City/Village or reduced by the City/Village as provided in this Collection Agreement. In the event the City/Village reduces payment to the Contractor, in good faith and at its sole discretion, the City/Village will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City/Village shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City/Village is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City/Village as agreed to by the City/Village, subject to Section 6.3. As the number of Residential Units being serviced in the City/Village increases or decreases, the Contractor and the City/Village may adjust the number of Residential Units accordingly.

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the City/Village notifies the Contractor in writing of missed collections and Contractor fails to cure such complaints within 48 hours of the collection day, the City/Village shall have the right to deduct the sum of each collection the Contractor fails to make from their

monthly bill. Exceptions would be made for natural disaster, act of war, civil disobedience, or if the city/village is conducting an activity (festival, construction, police/fire incidents) that blocks a street.

In the event that the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may subtract the contractor for the work hours that City/Village staff spent conducting the cleanup from their monthly invoice. The City/Village shall provide the contractor documentation of the number of workers conducting the cleanup and the amount of time spent conducting the cleanup.

- 6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City/Village. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City/Village that Collection Service is not required at the unoccupied or vacant Residential Unit. The City/Village shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the City/Village for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 Annual Review of Generation.** Annually at the request of the City/Village or the Contractor, the Contractor and the City/Village shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the City/Village and its Residents and delivered for disposal or processing. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials, the Contractor and the City/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Village and its Residents and may provide for additional benefits for the City/Village.
- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Village, will result in an adjustment to the Contractor's invoice. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste or Solid Waste and Recyclable Materials.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per

gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on the Monday preceding the Bid opening, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Village, on the collection route, divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

If the Contractor utilizes vehicles powered by alternative energy sources (e.g. compressed natural gas, electricity), the fuel price adjustment is waived.

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give the City/Village and Residents as much notice as is practicable before adjusting for governmental or generation fee modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Recyclable Materials Processing: (1/3) (per ton price difference) ÷ 12

In the alternative, the City/Village may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.7 Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City/Village: (a) a record of the number of Residential Units within the City/Village for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City/Village for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City/Village pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City/Village, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City/Village on not less often than a quarterly basis.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City/Village may terminate the Collection Agreement in the following manner: the City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance for the Collection Services. The City/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.
- 7.2 Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village

until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than **fifty (50)** bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

- 7.3 Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Village is able to obtain alternate or substitute service.

- 7.4 Termination for Excessive Fuel Price Adjustment.** . In the event that the fuel price adjustment provision in the price per Residential Unit per month for the Collection Services exceeds the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA") by 20%, measured at the time of the fuel price adjustment, the City/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention _____ (name or title), and to the City/Village, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.

- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach of this Collection Agreement by the City/Village or the Contractor shall be effective unless in writing signed by the City/Village and the Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Village and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

CITY/VILLAGE OF

_____, **OHIO:**

(Signature)

(Printed Name)

(Title)

The Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

ROUTE SUPERVISOR ACKNOWLEDGEMENT FORM

The Route Supervisor for the City/Village of _____ is _____ . By signing this form, the Route Supervisor acknowledges:

1. The Route Supervisor has read and acknowledges the specific local requirements of the City/Village, and customer service sections of this contract, including but not limited to Sections 4.3 (Starting and Ending Time), 4.7 (Handling of Collection Containers), 4.8 (Damage to Collection Containers), 4.9 (Violation of Residential Obligations; Refusal to Collect); 4.10 (Conduct of Contractor's Employees), and 4.12 (Contractor's Response to Complaints), and any additional customer service measure identified in Exhibit E.

2. The Route Supervisor has read and acknowledges the reporting requirements of this contract, specifically section 4.11 (Collection Reports).

3. The Route Supervisor has read and acknowledges Section 6.2 of this contract (Deductions from Contractor's Invoice for Non-performance).

4. The Route Supervisor has read and acknowledges any other portion of this contract not specifically outlined here that pertains to the quality of workmanship of the Contractor.

This document shall be signed by both the City/Village and any subsequent Route Supervisor assigned to the City/Village for the duration of this contract. Blank Route Supervisor Acknowledgement forms are available by contacting the Center for Local Government at TWhite@C4LG.org.

Signed,

CITY/VILLAGE OF:

_____, **OHIO:**

(Signature)

(Printed Name)

(Title)

GARBAGE ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

RECYCLING ROUTE SUPERVISOR

(Signature)

(Printed Name)

(Title)

Placeholder for Pricing Sheet
See Rumpke Bid Response

EXHIBIT B:
Defined Terms

2022 Southwest Ohio Regional Refuse Consortium (“2022 SWORRE Consortium”): the following political subdivisions, all located within the Southwestern Ohio area and participating in a Joint Bid Process to obtain the Required and Optional Services and to request proposals for Optional Services; including the City of Bellbrook, the City of Brookville, and the City of Miamisburg.

Base Bid Price: the per Residential Unit per month bid price for unlimited Solid Waste and/or Recyclable Materials Collection Services, excluding the Generation Fee Adjustment Factor.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Required and Optional Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a bid in response to the Invitation to Bid or requests for proposals by the 2022 SWORRE Consortium.

Bid Documents: collectively, the documents prepared and furnished by the 2022 SWORRE Consortium inviting bids to obtain the Required Services and requesting proposals for Optional Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to each of the agreements included in the Bid Documents upon which a Bidder shall submit its Base Bid Price for the per Residential Unit (RU) per month bid price for Collection Services, consisting of unlimited Solid Waste Collection Services and unlimited Recyclable Materials Collection Services with provision of a 64 gallon collection container for Recyclables and for other Optional Services.

Bulky Items: any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances, bundled Yard Waste, and those items identified in the Collection Agreement.

Carry-out Collection Services: the collection of Solid Waste or Recyclable Materials from any location other than that defined as Curbside.

City/Village-approved Collection Route(s): the route showing the starting and ending points of collection within the City/Village as approved by each City/Village and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Collection Agreement: agreement for the collection of Solid Waste and/or Recyclable Materials by and between the Collection Contractor and a Participating Community, including exhibits.

Collection Contractor, or “Contractor”: the individual or entity selected by a City/Village for the collection of Solid Waste and/or Recyclable Materials at Residential Units, Municipal Facilities and during Special Events within the City/Village.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within the City/Village.

Curbside Collection Service: the collection of Solid Waste and/or Recyclable Materials placed by a Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street.

Disposal Services: the acceptance of Solid Waste for disposal at a licensed facility.

Effective Date: the date of last execution of the agreements for the Required and Optional Services.

Generation Fee Adjustment Factor: the per Residential Unit per month adjustment to the Base Bid Price for each Participating Community based upon the generation fee applicable in each Participating Community’s solid waste management district.

Home Remodeling Debris: any debris, such as window frames, from a home remodeling project that may be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container). Construction and demolition materials are a separate waste stream and the Collection Contractor is not required to collect construction and demolition materials placed at the curb.

Joint Bid Process: the bidding process for the Required and Optional Service of the 2022 SWORRE Consortium.

Invitation to Bid: the request of the Participating Communities in the 2022 SWORRE Consortium for Bids to secure the Required and Optional Services.

Municipal Facilities: City/Village owned buildings, parks, or other non-City/Village owned locations specifically identified on Exhibit E, attached to the Collection Agreements.

Notice of Award: written notification that a Bid has been accepted for one or more of the Required and Optional Services or Optional Services.

Optional Services: any other services provided by the Collection Contractor other than basic Collection Services, including rental of additional 96, 64, or 32 gallon Solid Waste or Recyclable Materials Collection Containers; Residential Billing Services; Cardboard Trash Receptacles; Chloroflourocarbon (CFC) Removal; the provision of various sized roll-off containers for single events, and extra pulls of such containers, which are *not* included as part of each Participating Community’s Exhibit E; the provision of various sized dumpster pulls, which are not included as

part of each Participating Community's Exhibit E; provision and emptying of portable restrooms; portable wash stations; and a per-hour charge for the provision of a solid waste collection vehicle and driver.

Participating Community or Communities: those political subdivisions both individually and collectively as defined as the 2022 SWORRE Consortium.

Performance Bond: the bond insuring performance of the Required and Optional Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7).

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Collection Agreement.

Required and Optional Services: the services identified in the agreement for the collection and transportation of Solid Waste and/or Recyclable Materials for disposal and processing, as well as services for Municipal Facilities and Special Events.

Resident: an adult occupant, owner or tenant of a Residential Unit.

Residential Unit or Units: all occupied residential dwellings within the corporate limits of each Participating Community, including residences of six (6) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established. The number of occupied Residential Units may change over the course of the Collection Contract.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City/Village.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste, see Revised Code section 3734.01(E). Solid Waste includes Yard Waste that has not been separated.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during City-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City/Village-wide designated clean-up weeks.

Successful Bidder: the Bidder each Participating Community concludes has submitted the lowest price and best bid for the Required and Optional Services, receiving a final Notice of Award.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree trimmings less than one-quarter inch in diameter, and similar material.

EXHIBIT C
Implementation Plan Forms

Please attach proof of workers' compensation coverage; "Certificate of Good Standing" (authorization to do business in the State of Ohio); and Implementation Plan details (if any).

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2022, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste and/or Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2020, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E

City of Bellbrook, Ohio

Number of Residential Units: 2,684 (approx. monthly total)

Current Collection Day: Solid Waste & Recyclable Materials: Friday

Governmental Facilities and Community Events requiring service:

The Contractor shall provide permanent collection containers to the City at the following locations at no additional charge to the City:

Fire Department	4254 W. Franklin St.	2YD 1x/week
Fire Department	35 N. West St.	Litter Barrel 1x/week
Service Garage	29 N. West St.	6YD 1x/week
Sackett-Wright Park	E SR 725	6YD 1x/week
Downtown Area	Main St. & Franklin St. Intersection	Litter Barrels 1x/week
Historical Museum	42 N. Main St.	Litter Barrel 1x/week
Administrative Offices & Police Department	15 E. Franklin St.	4YD 1x/week

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once per week unless additional collections are necessary at the discretion of the City, at no additional charge. The exact number, size and location of the above collection containers may be modified within reason at the request of City, with agreement by Contractor. The specific days of the week for the above dumpster collections will be determined by the City and the selected vendor during the Implementation Plan period outlined in the bid timeline.

The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any City Facility upon request, up to two (2) pulls per year (if necessary). Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

Community Events

Sugar Maple Festival: Held annually in April (Friday night to Sunday afternoon)

- Include one 30 yard roll-off container to be collected at the end of the festival and twenty-four (24) 96 gallon totes for the weekend at no additional charge to the City.

Special Collection Requirements

The Contractor shall provide Carry-out Collection Service for any Resident with a physical disability in accordance with paragraph 4.6 of the Collection Agreement. A list of qualifying Residential Units will be maintained by and provided to the Contractor by the City. Approximately five (5) Residential Units currently qualify for this service.

EXHIBIT F

Insurance Coverage Requirements

(Please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.