

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Committee Members: Kim Chamberland, Ted Haskins, and Kyle Mitchell

**Wednesday, August 24, 2022 at 4:00 pm
City Council Chambers
745 Center Street, Milford, Ohio 45150**

AGENDA

Call to Order

Proceedings: Approval of June 16, 2022, Public Services Committee Minutes

Agenda Items:

- Discussion: Waste Collection and Recycling Contract – Rumpke
- Quote: Trench Drain for Laurel Avenue Stormwater Improvements Project
- Quotes: Engineering Services for Water Supply and Discharge Line Projects
- Discussion: Brooklyn Avenue Paving Project – Partnership with Miami Township
- And all additional matters that may properly come before the Committee

Adjourn

**Public Services Committee
Meeting Minutes
June 16, 2022**

Ms. Chamberland called the meeting to order at 5:00 p.m.

Present: Kim Chamberland, Ted Haskins, Kyle Mitchell

Staff: City Manager, Michael Doss, Finance Director, Pat Wirthlin, and Executive Assistant Jackie Bain

Approval of Minutes: The committee members read and approved the February 11, 2022, Public Services Committee Minutes

DISCUSSION WALLACE WATER TOWER ENGINEERING AND PROJECT
MANAGEMENT PROPOSALS

Mr. Doss explained that we received two bids for engineering services for the Water Tower project. One from Brandstetter Carroll. Their proposal was in the amount of \$278,500. S & S Engineers submitted a proposal in the amount of \$ 220,000. Mr. Doss discussed why he feels more comfortable recommending Brandstetter Carroll for the project. This project is a Federal Grant and is not coming directly from the City of Milford and feels that they are more familiar with our water system. And he would rather go with an engineering firm that he is aware of and have done work with in the past and has been intimately involved in our water tower and our water discharge and supply line systems.

Donna Luecke Milford Ohio

Ms. Luecke questioned if the water lines will be underground and if the lines will go through people's properties. And asked about the current spillover water from the top of the tower as well as the current Cell Towers that are located on the site.

Mr. Doss explained that the water lines will be buried underneath the ground and will go through existing properties that the city owns in the same footprint where the existing water tower is. Also discussed landscape screening in the area and the spillover water at the top of the current tower which will not occur with the new water tower. The Cell Towers companies will be contacted since the towers will have to be removed for the project.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING TO ENTER INTO AN AGREEMENT WITH BRANDSTETTER CARROLL INC FOR ENGINEERING SERVICES ASSOCIATED WITH THE WALLACE AVENUE WATER TOWER PROJECT IN THE AMOUNT OF \$278,500

INFLUENT SAMPLING MACHINE INVOICE

Mr. Doss brought to the committee's attention that the Wastewater plant had to replace their Influent Sampling Machine. The amount of the invoice was \$ 7,553.67 from USA Blue book.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING TO PAY USA BLUEBOOK FOR THE INFLUENT SAMPLING MACHINE INVOICE IN THE AMOUNT OF \$ 7,553.67

ADLETA CONSTRUCTION SR 28 ASPHALT REPAIRS INVOICE

MR. Doss explained the water leak on SR 28 with considerable damage. Had to shut down the lanes. On a Sunday and repaired the water leak. It was imperative that the road then be opened with a holiday weekend and Frontier Days upon us. And detouring traffic through the neighborhood was not an ideal situation from a safety point. The cost to open the road to mill, pave and full depth pavement repair was going to be approximately \$113,000. We tried to have our insurance cover this, but they would not due to it being a water main break. We contacted Adleta Construction and they gave us an estimate to patch the road so we could then open the road as an emergency action. The amount of the invoice is \$ 13,824.96

Mr. Doss also discussed that during the water main break there was damage done to the Storm Sewer System manhole and degrading the pavement in that manhole area which is making the area unstable enough to not want cars driving over this area. A contractor has been contacted to repair the area and then we will have to pave and patch the road back up.

THE COMMITTEE AGREED TO RECOMMEND THAT THE LAW DIRECTOR DRAFT AN ORDINANCE AUTHORIZING TO PAY RLA UTILITIES, LLC INVOICE IN THE AMOUNT OF \$ 13,824.96

Ms. Wirthlin commented on the rebuilding of SR 28. Next year we have two funds Permissive Tax Fund and the State Highway Fund that can only be used on streets, and they have built up enough money to pay for the most part.

There being no further business, the meeting adjourned at 5:25 p.m. with a motion from Mr. Mitchell, Seconded by Mr. Haskins. All yes

Respectfully submitted,

Jackie Bain, Executive Assistant

"These minutes have been approved and adopted by Mrs. Chamberland, Mr. Mitchell and Mr. Haskins on June 21, 2022"

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.

The (City/Village) of Milford, 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**

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.

You are hereby notified to commence the Collection Services in accordance with the Collection Agreement dated _____, 2022, on or about the _____ day of _____, 2022, 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 MILFORD, 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 Milford, Ohio (the "Collection Agreement") entered into this _____ day of _____, 2022, is by and between the City/Village of Milford, Ohio (the "City/Village"), with its offices located at 745 Center St. Milford, OH 45150, 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 14, 2022, and March 21, 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 28, 2022 by the 2022 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, 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. All yard waste collected by the contractor shall be legally disposed of at a state licensed composting center. The contractor shall specify compost locations and proof of applicable Environmental Protections Agency (EPA) licensing for all facilities projected to be utilized during the contract period.
- 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.
- 3.7 **Solid Waste Collection Containers.** (All participating communities except Milford and Mariemont): 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.

- 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.

ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before September 14, 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 5:00 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 of Trustees, 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. 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 received by the City/Village. 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 (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) 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.

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

The City/Village encourages the use of alternatively fueled vehicles (e.g. compressed natural gas, electric, or any other alternative fuel options that are offered by the Collection Contractor over the course of the Collection Contract). The Collection Contractor will be exempted from the diesel fuel price adjustment requirement for routes where an alternative fueled vehicle is utilized for collection services in the City/Village. The Collection Contractor shall notify the City/Village if an alternatively fueled vehicle is utilized, and identify the alternative fuel used. The Contractor shall provide information on what alternatively fueled vehicle options they offer, and what options may come online over the next five years.

- 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 Day 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)

Exhibit A: Bid Forms

Required Services: Curbside Solid Waste & Recycling Collection

Base Bid price shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Deer Park (2,203 RU) Monroe (4,986 RU) Silverton (2,194 RU) Woodlawn (856 RU) [Total RU = (10,239)]	Year 1-3 = \$ <u>13.00</u> Ext. Year 1 = \$ <u>13.52</u> Ext. Year 2 = \$ <u>14.06</u>	Year 1-5 = \$ <u>13.98</u>

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, with the provision of a 96 gallon solid waste cart, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service with the provision of a 96 gallon solid waste cart, 5 years
Mariemont (1,373 RU) Milford (2,063 RU) [Total RU = (3,436)]	Year 1-3 = \$ <u>14.00</u> Ext. Year 1 = \$ <u>14.57</u> Ext. Year 2 = \$ <u>15.16</u>	Year 1-5 = \$ <u>15.06</u>

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart (1)	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Deer Park (2,203 RU) Mariemont (1,373 RU) Milford (2,063 RU) Monroe (4,986 RU) Woodlawn (856 RU) * [Total RU = (11,481)]	Year 1-3 = \$ <u>4.90</u> Ext. Year 1 = \$ <u>5.10</u> Ext. Year 2 = \$ <u>5.30</u>	Year 1-5 = \$ <u>5.27</u>

Per RU per month surcharge for Recyclables Collection Service once every two weeks with a 64 gallon rolling cart	Every Other Week Recycling Collection Service, 5 years
Silverton (2,194 RU) *	Year 1-5 = \$ <u>3.93</u>

(1) The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Adams-Clermont Solid Waste Management District (Milford) is \$0.34, for the Butler County Recycling and Solid Waste District (Monroe) is \$0.09, and for the Hamilton County Recycling and Solid Waste District (Amberley, Deer Park, Silverton, Woodlawn) is \$0.00

* The Village of Woodlawn is currently on an every-other-week schedule for curbside recycling. Should the Village of Woodlawn choose to remain on the every-other-week recycling schedule, Rumpke will offer the rate of \$ 3.93 per unit, per month.

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
Per RU per month surcharge for WEEKLY separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>4.50</u> Ext. Year 1 = \$ <u>4.68</u> Ext. Year 2 = \$ <u>4.87</u>	Year 1-5 = \$ <u>4.84</u>
Per RU per month surcharge for EVERY OTHER WEEK separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>3.50</u> Ext. Year 1 = \$ <u>3.64</u> Ext. Year 2 = \$ <u>3.79</u>	Year 1-5 = \$ <u>3.76</u>
Per RU per month surcharge for WEEKLY SPRING and FALL separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</u>
Per RU per month surcharge for individual Residential Unit RENTAL of 96 gal., 64 gal., and 32 gal. Solid Waste and/or Recyclable Materials Collection Containers (2)	96 Gallon Year 1-3: \$ <u>3.50</u> Ext. Year 1: \$ <u>3.50</u> Ext. Year 2: \$ <u>3.50</u> 64 Gallon Year 1-3: \$ <u>3.50</u> Ext. Year 1: \$ <u>3.50</u> Ext. Year 2: \$ <u>3.50</u> 32 Gallon Year 1-3: \$ <u>NO BID</u> Ext. Year 1: \$ <u>NO BID</u> Ext. Year 2: \$ <u>NO BID</u>	96 Gallon Year 1-5: \$ <u>3.50</u> 64 Gallon Year 1-5: \$ <u>3.50</u> 32 Gallon Year 1-5: \$ <u>NO BID</u>
Per appliance surcharge for chloroflourocarbon (CFC) removal	Year 1-3 = \$ <u>150.00</u> Ext. Year 1 = \$ <u>156.00</u> Ext. Year 2 = \$ <u>162.00</u>	Year 1-5 = \$ <u>160.00</u>

(2) Such bid price is for the rental of collection containers that an individual Residential Unity may request in **addition** to the collection containers provided to each residential unit pursuant to the Collection Agreement

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
* Provision of an open top roll-off container of up to forty (40) yards capacity for a single event (over and above the roll-off containers provided per the agreement) (3)	Year 1-3 = \$ <u>600.00/LD</u> Ext. Year 1 = \$ <u>624.00/LD</u> Ext. Year 2 = \$ <u>649.00/LD</u>	Year 1-5 = \$ <u>644.00/LD</u>
* Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement) (3)	Year 1-3 = \$ <u>550.00/LD</u> Ext. Year 1 = \$ <u>572.00/LD</u> Ext. Year 2 = \$ <u>595.00/LD</u>	Year 1-5 = \$ <u>590.00/LD</u>
Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per the agreement)	Year 1-3 = \$ <u>78.00</u> Ext. Year 1 = \$ <u>81.00</u> Ext. Year 2 = \$ <u>85.00</u>	Year 1-5 = \$ <u>83.00</u>

(3) The communities recognize that there may be instances where a thirty (30) cubic yard roll-off container is more appropriate for a single event than a forty (40) cubic yard container. The communities will contact the selected hauler in the event they believe a smaller roll-off container is appropriate.

* Roll Off rates quoted above, include \$50.00 delivery fee for each empty container delivered and 6 tons per load. Loads over 6 tons, will be charged an additional \$35.00 per ton thereafter.

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
* Per unit per day charge for provision of a portable restroom (if available) (4)	Year 1-3 = \$ <u>107.00</u> Ext. Year 1 = \$ <u>112.00</u> Ext. Year 2 = \$ <u>117.00</u>	Year 1-5 = \$ <u>115.00</u>
** Per unit charge for emptying a portable restroom (if available)	Year 1-3 = \$ <u>107.00</u> Ext. Year 1 = \$ <u>112.00</u> Ext. Year 2 = \$ <u>117.00</u>	Year 1-5 = \$ <u>115.00</u>
*** Per unit charge for the provision of a portable sink or portable wash station (if available)	Year 1-3 = \$ <u>137.00</u> Ext. Year 1 = \$ <u>143.00</u> Ext. Year 2 = \$ <u>149.00</u>	Year 1-5 = \$ <u>146.00</u>
Per unit charge for the provision of cardboard trash receptacles, if available	Year 1-3 = \$ <u>9.45</u> Ext. Year 1 = \$ <u>10.00</u> Ext. Year 2 = \$ <u>10.50</u>	Year 1-5 = \$ <u>10.30</u>
Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (5)	Year 1-3 = \$ <u>195.00</u> Ext. Year 1 = \$ <u>200.00</u> Ext. Year 2 = \$ <u>208.00</u>	Year 1-5 = \$ <u>205.00</u>

(4) Please include information if provision of a portable restroom that is compliant with the Americans with Disabilities Act of 1990 (ADA) incurs an additional charge.

(5) Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.

* Monthly rates include weekly service

** Per unit charge for weekend events. Includes 1x cleaning per unit service charge.

*** Rate for weekend events

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 Amberley Village, the City of Deer Park, the City of Milford, The City of Monroe, the Village of Silverton, and the Village of Woodlawn.

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 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 Services and other optional services 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 but not necessarily limited to: Per residential unit per month surcharge for residential yard waste collection, for the rental of additional solid waste and/or recycling containers; removal of chlorofluorocarbon (CFCs) from discarded appliances, to be paid for per appliance by individual residents; provision and per-pull charge for open top roll-off containers of up to 40 cubic yards (in addition to the roll-off containers provided for in the

agreement; Per-pull charge for dumpsters of up to 8 cubic yards, in addition to dumpster pulls provided for in the agreement; portable restrooms (if available); portable wash stations (if available); cardboard trash receptacles; and a per hour charge for 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 required by 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.

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 _____, 2020, 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 _____, 2022, 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)

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 Milford, Ohio

Number of Residential Units: 2,063

Current Collection Day for Solid Waste and Recycling: Thursday

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:

- Water Plant / Service Garage (Race Street): The contractor will provide two (2) six (6) cubic yard dumpsters, emptied twice per week during the months of March through November, and once per week during all other months.
- Sewer Plant (Bay Rd.): The contractor will provide one (1) two (2) cubic yard dumpster to remove the screened material generated at the plant. The dumpster will be serviced twice per week.
- Cemetery (687 US Rt. 50): The contractor will provide one (1) six (6) cubic yard dumpster to be emptied once per week. The City Manager may request additional service when required.
- Litter Cans (Main St.): The contractor will empty the twenty-one (21) City- owned litter cans, located on Main Street, once per week or as required.
- City Hall / Police Dept. (745 Center St.): The Contractor will provide one (1) six (6) cubic yard dumpster to be emptied once per week or as required.
- Fire Dept. (687 US Rt. 50): The contractor will provide three (3) 96 gallon Solid Waste collection container and one (1) 64 gallon Recyclable Materials collection container to be emptied twice per week or as required.
- Police Annex (681 US Rt. 50): The Contractor will provide one (1) 96 gallon Solid Waste collection container to be emptied once per week or as required.
- Public Works Facility (850 Garfield Ave.): The contractor will provide one (1) six (6) cubic yard dumpster to be emptied twice per week.

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 a 30 or 40 yard capacity open top roll-off container and collection services for the purposes of disaster or emergency clean-ups upon request, up to five (5) pulls per year (if necessary). Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

Special Collection Requirements:

Collection is currently performed on Monday through Friday in various sections of the City, as detailed in the included Route Map (see attached Exhibit E-1). However, the City is willing to approve a single day of collection at the request of Contractor. The Contractor must be able to provide alley collection for approximately 260 Residential Units. Addresses for these units can be obtained by contacting the City Manager at MDoss@milfordohio.org. Milford Codified Ordinance 943.05 specifies that hours of collection shall be between the hours of 6:00 a.m. and 6:00 p.m.

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.

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 #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 Milford, 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 #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.

You are hereby notified to commence the Collection Services in accordance with the Collection Agreement dated _____, 2022, on or about the _____ day of _____, 2022, 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 MILFORD, 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 Milford, Ohio (the "Collection Agreement") entered into this _____ day of _____, 2022, is by and between the City/Village of Milford, Ohio (the "City/Village"), with its offices located at 745 Center St. Milford, OH 45150, 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 14, 2022, and March 21, 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 28, 2022 by the 2022 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 five (5) years).
- 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, 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. All yard waste collected by the contractor shall be legally disposed of at a state licensed composting center. The contractor shall specify compost locations and proof of applicable Environmental Protections Agency (EPA) licensing for all facilities projected to be utilized during the contract period.
- 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.
- 3.7 **Solid Waste Collection Containers.** (All participating communities except Milford and Mariemont): 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.
- 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.

ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 **Collection Routes and Day of Collection.** On or before September 14, 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 5:00 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 of Trustees, 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. 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 received by the City/Village. 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 (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) 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.

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

The City/Village encourages the use of alternatively fueled vehicles (e.g. compressed natural gas, electric, or any other alternative fuel options that are offered by the Collection Contractor over the course of the Collection Contract). The Collection Contractor will be exempted from the diesel fuel price adjustment requirement for routes where an alternative fueled vehicle is utilized for collection services in the City/Village. The Collection Contractor shall notify the City/Village if an alternatively fueled vehicle is utilized, and identify the alternative fuel used. The Contractor shall provide information on what alternatively fueled vehicle options they offer, and what options may come online over the next five years.

- 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 Day 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)

Exhibit A: Bid Forms

Required Services: Curbside Solid Waste & Recycling Collection

Base Bid price shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Deer Park (2,203 RU) Monroe (4,986 RU) Silverton (2,194 RU) Woodlawn (856 RU) [Total RU = (10,239)]	Year 1-3 = \$ <u>13.00</u> Ext. Year 1 = \$ <u>13.52</u> Ext. Year 2 = \$ <u>14.06</u>	Year 1-5 = \$ <u>13.98</u>

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, with the provision of a 96 gallon solid waste cart, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service with the provision of a 96 gallon solid waste cart, 5 years
Mariemont (1,373 RU) Milford (2,063 RU) [Total RU = (3,436)]	Year 1-3 = \$ <u>14.00</u> Ext. Year 1 = \$ <u>14.57</u> Ext. Year 2 = \$ <u>15.16</u>	Year 1-5 = \$ <u>15.06</u>

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart (1)	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Deer Park (2,203 RU) Mariemont (1,373 RU) Milford (2,063 RU) Monroe (4,986 RU) Woodlawn (856 RU) * [Total RU = (11,481)]	Year 1-3 = \$ <u>4.90</u> Ext. Year 1 = \$ <u>5.10</u> Ext. Year 2 = \$ <u>5.30</u>	Year 1-5 = \$ <u>5.27</u>

Per RU per month surcharge for Recyclables Collection Service once every two weeks with a 64 gallon rolling cart	Every Other Week Recycling Collection Service, 5 years
Silverton (2,194 RU) *	Year 1-5 = \$ <u>3.93</u>

(1) The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Adams-Clermont Solid Waste Management District (Milford) is \$0.34, for the Butler County Recycling and Solid Waste District (Monroe) is \$0.09, and for the Hamilton County Recycling and Solid Waste District (Amberley, Deer Park, Silverton, Woodlawn) is \$0.00

* The Village of Woodlawn is currently on an every-other-week schedule for curbside recycling. Should the Village of Woodlawn choose to remain on the every-other-week recycling schedule, Rumpke will offer the rate of \$ 3.93 per unit, per month.

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
Per RU per month surcharge for WEEKLY separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>4.50</u> Ext. Year 1 = \$ <u>4.68</u> Ext. Year 2 = \$ <u>4.87</u>	Year 1-5 = \$ <u>4.84</u>
Per RU per month surcharge for EVERY OTHER WEEK separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>3.50</u> Ext. Year 1 = \$ <u>3.64</u> Ext. Year 2 = \$ <u>3.79</u>	Year 1-5 = \$ <u>3.76</u>
Per RU per month surcharge for WEEKLY SPRING and FALL separated yard waste collection limited to three (3) paper bags or three (3) 30-gallon rigid containers or one (1) 90-yard waste cart. Containers shall be provided by resident.	Year 1-3 = \$ <u>NO BID</u> Ext. Year 1 = \$ <u>NO BID</u> Ext. Year 2 = \$ <u>NO BID</u>	Year 1-5 = \$ <u>NO BID</u>
Per RU per month surcharge for individual Residential Unit RENTAL of 96 gal., 64 gal., and 32 gal. Solid Waste and/or Recyclable Materials Collection Containers (2)	96 Gallon Year 1-3: \$ <u>3.50</u> Ext. Year 1: \$ <u>3.50</u> Ext. Year 2: \$ <u>3.50</u> 64 Gallon Year 1-3: \$ <u>3.50</u> Ext. Year 1: \$ <u>3.50</u> Ext. Year 2: \$ <u>3.50</u> 32 Gallon Year 1-3: \$ <u>NO BID</u> Ext. Year 1: \$ <u>NO BID</u> Ext. Year 2: \$ <u>NO BID</u>	96 Gallon Year 1-5: \$ <u>3.50</u> 64 Gallon Year 1-5: \$ <u>3.50</u> 32 Gallon Year 1-5: \$ <u>NO BID</u>
Per appliance surcharge for chloroflourocarbon (CFC) removal	Year 1-3 = \$ <u>150.00</u> Ext. Year 1 = \$ <u>156.00</u> Ext. Year 2 = \$ <u>162.00</u>	Year 1-5 = \$ <u>160.00</u>

(2) Such bid price is for the rental of collection containers that an individual Residential Unity may request in addition to the collection containers provided to each residential unit pursuant to the Collection Agreement

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
* Provision of an open top roll-off container of up to forty (40) yards capacity for a single event (over and above the roll-off containers provided per the agreement) (3)	Year 1-3 = \$ <u>600.00/LD</u> Ext. Year 1 = \$ <u>624.00/LD</u> Ext. Year 2 = \$ <u>649.00/LD</u>	Year 1-5 = \$ <u>644.00/LD</u>
* Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement) (3)	Year 1-3 = \$ <u>550.00/LD</u> Ext. Year 1 = \$ <u>572.00/LD</u> Ext. Year 2 = \$ <u>595.00/LD</u>	Year 1-5 = \$ <u>590.00/LD</u>
Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per the agreement)	Year 1-3 = \$ <u>78.00</u> Ext. Year 1 = \$ <u>81.00</u> Ext. Year 2 = \$ <u>85.00</u>	Year 1-5 = \$ <u>83.00</u>

(3) The communities recognize that there may be instances where a thirty (30) cubic yard roll-off container is more appropriate for a single event than a forty (40) cubic yard container. The communities will contact the selected hauler in the event they believe a smaller roll-off container is appropriate.

* Roll Off rates quoted above, include \$50.00 delivery fee for each empty container delivered and 6 tons per load. Loads over 6 tons, will be charged an additional \$35.00 per ton thereafter.

Optional Services

	3 years (with possible +1 year, +1 year extensions)	5 years
* Per unit per day charge for provision of a portable restroom (if available) (4)	Year 1-3 = \$ <u>107.00</u> Ext. Year 1 = \$ <u>112.00</u> Ext. Year 2 = \$ <u>117.00</u>	Year 1-5 = \$ <u>115.00</u>
** Per unit charge for emptying a portable restroom (if available)	Year 1-3 = \$ <u>107.00</u> Ext. Year 1 = \$ <u>112.00</u> Ext. Year 2 = \$ <u>117.00</u>	Year 1-5 = \$ <u>115.00</u>
*** Per unit charge for the provision of a portable sink or portable wash station (if available)	Year 1-3 = \$ <u>137.00</u> Ext. Year 1 = \$ <u>143.00</u> Ext. Year 2 = \$ <u>149.00</u>	Year 1-5 = \$ <u>146.00</u>
Per unit charge for the provision of cardboard trash receptacles, if available	Year 1-3 = \$ <u>9.45</u> Ext. Year 1 = \$ <u>10.00</u> Ext. Year 2 = \$ <u>10.50</u>	Year 1-5 = \$ <u>10.30</u>
Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (5)	Year 1-3 = \$ <u>195.00</u> Ext. Year 1 = \$ <u>200.00</u> Ext. Year 2 = \$ <u>208.00</u>	Year 1-5 = \$ <u>205.00</u>

(4) Please include information if provision of a portable restroom that is compliant with the Americans with Disabilities Act of 1990 (ADA) incurs an additional charge.

(5) Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.

* Monthly rates include weekly service

** Per unit charge for weekend events. Includes 1x cleaning per unit service charge.

*** Rate for weekend events

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 Amberley Village, the City of Deer Park, the City of Milford, The City of Monroe, the Village of Silverton, and the Village of Woodlawn.

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 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 Services and other optional services 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 but not necessarily limited to: Per residential unit per month surcharge for residential yard waste collection, for the rental of additional solid waste and/or recycling containers; removal of chlorofluorocarbon (CFCs) from discarded appliances, to be paid for per appliance by individual residents; provision and per-pull charge for open top roll-off containers of up to 40 cubic yards (in addition to the roll-off containers provided for in the

agreement; Per-pull charge for dumpsters of up to 8 cubic yards, in addition to dumpster pulls provided for in the agreement; portable restrooms (if available); portable wash stations (if available); cardboard trash receptacles; and a per hour charge for 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 required by 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.

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 _____, 2020, 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 _____, 2022, 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 Milford, Ohio

Number of Residential Units: 2,063

Current Collection Day for Solid Waste and Recycling: Thursday

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:

- Water Plant / Service Garage (Race Street): The contractor will provide two (2) six (6) cubic yard dumpsters, emptied twice per week during the months of March through November, and once per week during all other months.
- Sewer Plant (Bay Rd.): The contractor will provide one (1) two (2) cubic yard dumpster to remove the screened material generated at the plant. The dumpster will be serviced twice per week.
- Cemetery (687 US Rt. 50): The contractor will provide one (1) six (6) cubic yard dumpster to be emptied once per week. The City Manager may request additional service when required.
- Litter Cans (Main St.): The contractor will empty the twenty-one (21) City- owned litter cans, located on Main Street, once per week or as required.
- City Hall / Police Dept. (745 Center St.): The Contractor will provide one (1) six (6) cubic yard dumpster to be emptied once per week or as required.
- Fire Dept. (687 US Rt. 50): The contractor will provide three (3) 96 gallon Solid Waste collection container and one (1) 64 gallon Recyclable Materials collection container to be emptied twice per week or as required.
- Police Annex (681 US Rt. 50): The Contractor will provide one (1) 96 gallon Solid Waste collection container to be emptied once per week or as required.
- Public Works Facility (850 Garfield Ave.): The contractor will provide one (1) six (6) cubic yard dumpster to be emptied twice per week.

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 a 30 or 40 yard capacity open top roll-off container and collection services for the purposes of disaster or emergency clean-ups upon request, up to five (5) pulls per year (if necessary). Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

Special Collection Requirements:

Collection is currently performed on Monday through Friday in various sections of the City, as detailed in the included Route Map (see attached Exhibit E-1). However, the City is willing to approve a single day of collection at the request of Contractor. The Contractor must be able to provide alley collection for approximately 260 Residential Units. Addresses for these units can be obtained by contacting the City Manager at MDoss@milfordohio.org. Milford Codified Ordinance 943.05 specifies that hours of collection shall be between the hours of 6:00 a.m. and 6:00 p.m.

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.



Bid Proposal for City of Milford - 8/08/22

CITY OF MILFORD (Ohio)

Bid Date: 08/26/2022

Core & Main 2482598

Core & Main

4401 State Route 276

Batavia, OH 45103

Phone: 513-724-3837

Fax: 513-724-1043

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	27	K2 - SLOPED CHANNEL GALVANIZED	EA	192.31	5,192.37
20	27	TYPE Q GALVANIZED STEEL	EA	276.93	7,477.11
30	54	QUICKLOK LOCKING BAR - 8" SYST	EA	19.24	1,038.96
40	2	K2 INLET/OUTLET END CAP	EA	46.16	92.32
50	28	INSTALLATION DEVICE	EA	24.62	689.36
60	1	GRATE REMOVAL TOOL	EA	23.85	23.85
				Sub Total	14,513.97
				Tax	0.00
				Total	14,513.97

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Bid Proposal for City of Milford - 8/08/22

CUSTOMER	CITY OF MILFORD (Ohio) 745 CENTER ST STE 200 MILFORD, OH 45150	Job City of Milford - 8/08/22 Bid Date: 08/26/2022 Bid #: 2482598
	Sales Representative William White (T) 513-724-6121 (F) 513-724-1043 William.White@coreandmain.com	Core & Main 4401 State Route 276 Batavia, OH 45103 (T) 513-724-3837
CONTACT		
NOTES		



June 3, 2022

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

Mr. Michael Doss, City Manager
City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

RE: Wallace Avenue
Water Tower Discharge Line
BCI No. 21056

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

Dear Mr. Doss:

We are pleased to submit this revised proposal to provide Engineering Services for the above referenced project. The scope of work shall be as per the OPWC Application and project cost estimate dated September 3, 2021, a summary of which is attached. The total construction budget for the project is estimated at \$500,000.

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

We are proposing the following services and fees:

Grant Administration	\$2,000.00
Final Design/Construction Documents	24,000.00
Bidding and Negotiations	2,000.00
Construction Administration	8,000.00
Record Drawings	2,000.00
Sub-Total	\$38,000.00
Geotechnical Allowance	\$7,000.00
Total	\$45,000.00

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

The cost estimate includes a budget allowance of \$7,000 for a geotechnical investigational/report (soil borings). These services shall be sub-contracted to a qualified geotechnical engineer.

The terms and conditions of the attached Standard Provisions shall apply. Billing and payment shall be monthly as the work progresses.

The above services include the overall grant agreement administration including reimbursement requests and closeout documents.

The letter shall serve as authorization to proceed with this project.

These services do not include a right-of-way survey, easements, nor Environmental Services.

Approval of engineering services for On-Site Observation (Inspection), if requested shall be under separate written authorization.



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

We are pleased to continue to be involved in the water system improvements for the City of Milford.

Sincerely,
BRANDSTETTER CARROLL INC.

Bruce G. Brandstetter, P.E.
Senior Vice President

Attachments: OPWC Cost Estimate
Standard Provisions

BGB/smb

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
CITY OF MILFORD, OH

Signature

Benjamin E. Brandstetter

Printed Name

President

Title

Date

Signature

Printed Name

Title

Date

PRELIMINARY OPINION OF PROBABLE COST
WALLACE AVENUE TO GARFIELD AVENUE, WATER TOWER DISCHARGE LINE
MILFORD, OHIO
PROJECT NO. 20036



3-Aug-21

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS @	\$ 15,000.00	\$ 15,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF @	150.00	15,000.00
Furnish & Install 12" DIP & Fittings and Valves	1200	LF @	182.50	219,000.00
Class 'C' Concrete	10	CY @	100.00	1,000.00
Furnish & Install Fire Hydrant	4	EA @	5,000.00	20,000.00
Remove Existing Fire Hydrants	4	EA @	500.00	2,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA @	500.00	2,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA @	500.00	500.00
Additional Excavation	10	CY @	35.00	350.00
Exploratory Excavation	10	CY @	35.00	350.00
Remove Existing Valve Box	15	EA @	300.00	4,500.00
Changing Pipe Sewers	30	LF @	50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	350	LF @	100.00	35,000.00
Furnish & Install Curb & Roadway Box	16	EA @	300.00	4,800.00
Pavement Milling (Lane Width)	4000	SY @	5.00	20,000.00
Asphalt Paving	200	CY @	180.00	36,000.00
Remove and Replace Concrete Curb	75	LF @	50.00	3,750.00
Sub-Total				\$ 380,750.00
Contingencies @ 15%				\$ 57,113.00
Geotechnical Investigation				\$ 6,000.00
Final Design/Construction Documents				\$ 25,500.00
Permit Fees				\$ 2,000.00
Bidding and Construction Administration				\$ 9,000.00
Inspection				\$ 20,000.00
Total Project Budget				\$ 500,363.00
Round Off @				\$ 500,000.00

Note: Pipe installation cost includes pavement restoration

This to certify that based upon satisfactory completion and normal conditions, the useful life of this watermain will exceed 75 years.

bgb 090920



BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

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(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (g) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

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- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

(6) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(7) **Insurance** The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(8) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$25,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 9 is intended solely to limit the remedies available to the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(11) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(12) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(13) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(14) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



June 3, 2022

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

Mr. Michael Doss, City Manager
City of Milford
745 Center Street, Suite 200
Milford, Ohio 45150

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

RE: Wallace Avenue
Water Tower Supply Line
BCI No. 21056

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

Dear Mr. Doss:

We are pleased to submit this revised proposal to provide Engineering Services for the above referenced project. The scope of work shall be as per the OPWC Application and project cost estimate dated September 3, 2021, a summary of which is attached. The total construction budget for the project is estimated at \$792,000.

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

We are proposing the following services and fees:

Grant Administration	\$2,000.00
Final Design/Construction Documents	26,000.00
Bidding and Negotiations	3,000.00
Construction Administration	11,500.00
Record Drawings	2,000.00
Sub-Total	\$44,500.00
Geotechnical Allowance	\$7,000.00
Total	\$51,500.00

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

The cost estimate includes a budget allowance of \$7,000 for a geotechnical investigation/report (soil borings). These services shall be sub-contracted to a qualified geotechnical engineer.

The terms and conditions of the attached Standard Provisions shall apply. Billing and payment shall be monthly as the work progresses.

The above services include the overall grant agreement administration including reimbursement request and closeout documents.

The letter shall serve as authorization to proceed with this project.

These services do not include a right-of-way survey, easements, nor environmental services.

Approval of engineering services for On-Site Observation (Inspection), if requested shall be under separate written authorization.



**BRANDSTETTER
CARROLL INC**
ARCHITECTS . ENGINEERS . PLANNERS

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

We are pleased to continue to be involved in the water system improvements for the City of Milford.

Sincerely,
BRANDSTETTER CARROLL INC.

Bruce G. Brandstetter, P.E.
Senior Vice President

Attachments: OPWC Cost Estimate
Standard Provisions

BGB/smb

PROPOSED BY:
BRANDSTETTER CARROLL INC.

ACCEPTED BY:
CITY OF MILFORD, OH

Signature

Benjamin E. Brandstetter

Printed Name

President

Title

Date

Signature

Printed Name

Title

Date

PRELIMINARY OPINION OF PROBABLE COST
WALLACE AVENUE WATER TOWER SUPPLY LINE
MILFORD, OHIO
PROJECT NO. 20036



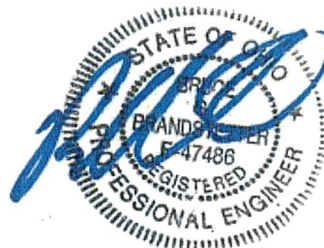
3-Aug-21

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS @	\$ 20,000.00	\$ 20,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF @	155.00	15,500.00
Furnish & Install 12" DIP & Fittings and Valves	2200	LF @	182.50	401,500.00
Class 'C' Concrete	10	CY @	100.00	1,000.00
Furnish & Install Fire Hydrant	7	EA @	5,000.00	35,000.00
Remove Existing Fire Hydrants	6	EA @	500.00	3,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA @	1,000.00	4,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA @	500.00	500.00
Additional Excavation	10	CY @	35.00	350.00
Exploratory Excavation	10	CY @	35.00	350.00
Remove Existing Valve Box	15	EA @	300.00	4,500.00
Changing Pipe Sewers	30	LF @	50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	700	LF @	100.00	70,000.00
Furnish & Install Curb & Roadway Box	35	EA @	300.00	10,500.00
Pavement Milling (Lane Width)	3000	SY @	5.00	15,000.00
Asphalt Paving	175	CY @	180.00	31,500.00
Remove and Replace Concrete Curb	200	LF @	50.00	10,000.00
Remove and Replace Concrete Sidewalk	1000	SF @	10.00	10,000.00
Sub-Total				\$ 634,200.00
Contingencies @ 15%				\$ 95,130.00
Geotechnical Investigation				\$ 6,000.00
Final Design/Construction Documents				\$ 25,500.00
Permit Fees				\$ 2,000.00
Bidding and Construction Administration				\$ 9,000.00
Inspection				\$ 20,000.00
Total Project Budget				\$ 791,830.00
Round Off @				\$ 792,000.00

Note: Pipe installation cost includes pavement restoration

This to certify that based upon satisfactory completion and normal conditions, the useful life of this watermain will exceed 75 years.

bgb 090920



BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS

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Major Streams & Lakes

Streams

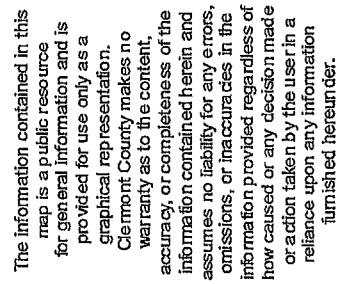
Parks

Building Outlines

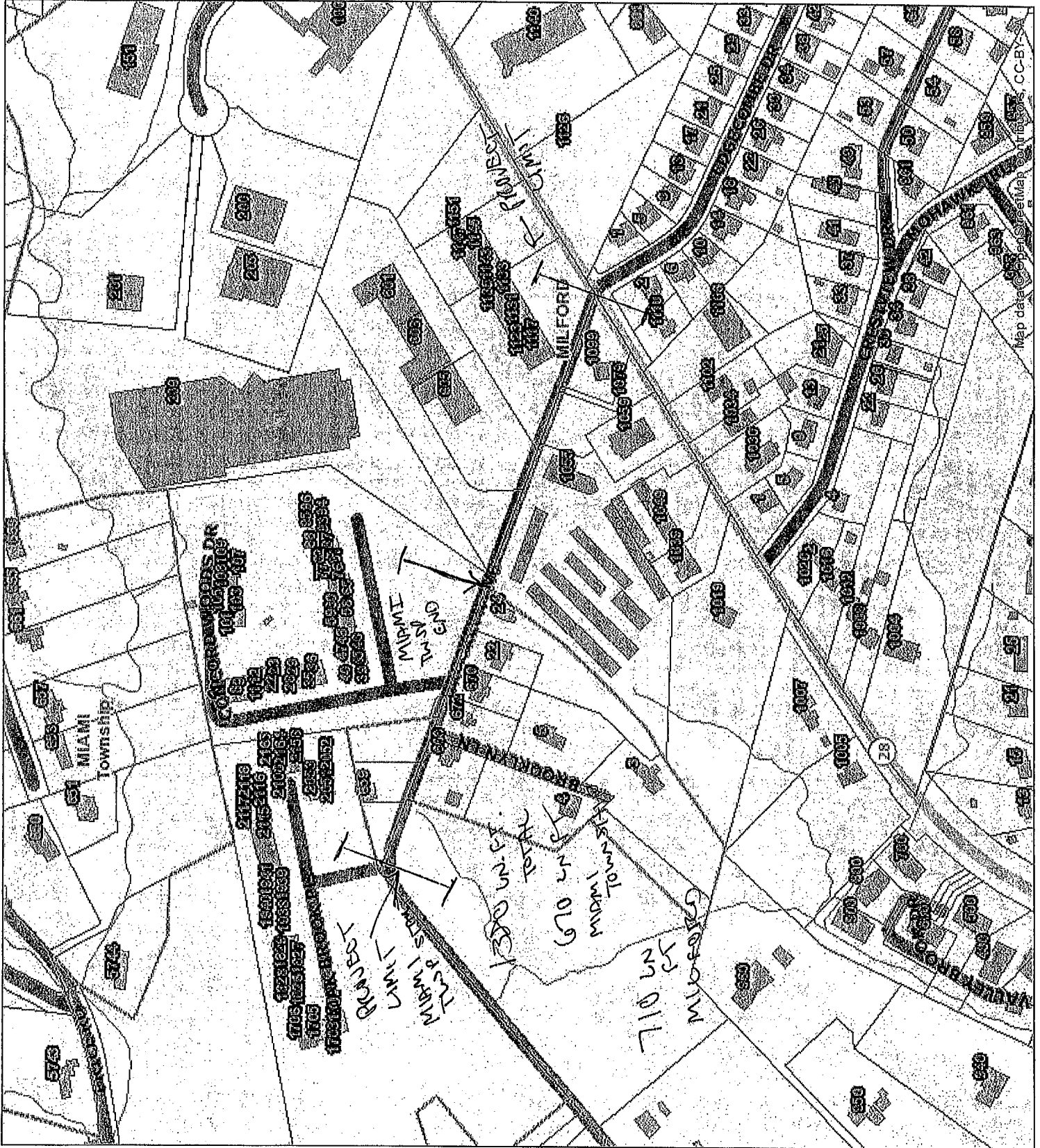
10' Contours

2' Contours

Parcels



Date: 4/26/2022



Michael Doss

From: Ed Hackmeister
Sent: Friday, August 19, 2022 6:19 AM
To: Michael Doss
Subject: FW: [External] Brooklyn Ave Resurface

Michael,

Here is the anticipated cost for our portion of Brooklyn Ave. We may want to add an additional \$5000.00 or so just to be safe.

Thanks,
Ed

From: KROLL, Wess (BIC Mid West Central) <wkroll@barrettpaving.com>
Sent: Thursday, August 18, 2022 2:50 PM
To: Ed Hackmeister <ehackmeister@milfordohio.org>
Cc: SIEFKER, Eric (BIC Mid West Central) <Eric.Siefker@barrettpaving.com>
Subject: RE: [External] Brooklyn Ave Resurface

Ed,

Anticipated total is \$50,766.90.

Thanks again,



A COLAS COMPANY



Wess Kroll, P.E.
Senior Estimator
Office 513.422.4662
Mobile 513.292.9867
wkroll@barrettpaving.com

Barrett Industries
3751 Commerce Drive
Middletown, OH 45005
www.barrettindustries.com/

From: Ed Hackmeister <ehackmeister@milfordohio.org>
Sent: Thursday, August 18, 2022 2:46 PM
To: KROLL, Wess (BIC Mid West Central) <wkroll@barrettpaving.com>
Subject: RE: Brooklyn Ave Resurface

Message sent from Internet with ehackmeister@milfordohio.org email address

Security warning : Do not click on the links or attachments contained in this message unless you are sure of the sender's address.

Wess,

Great, would you be able to provide us with the total cost for everything and I can get this scheduled for a committee meeting early next week.

Thanks,
Ed

From: KROLL, Wess (BIC Mid West Central) <wkroll@barrettpaving.com>
Sent: Thursday, August 18, 2022 2:40 PM
To: Ed Hackmeister <ehackmeister@milfordohio.org>
Subject: [External] Brooklyn Ave Resurface

Ed,

As requested, Barrett Paving submits the following pricing quotation (with estimated quantities) for resurfacing of Brooklyn Ave within the City of Milford:

- Wearing Course Removed...2,890 sy @ \$2.20/sy
- Pavement Repairs...25 cy @ \$360/cy
- 402 Asphalt Surface...160 cy @ \$187/cy
- Trackless Tack...290 gal @ \$0.01/gal
- Maintenance of Traffic...\$3,500.00 Lump Sum
- 642 Edge Line...2,400 ft @ \$0.12/ft
- 642 Center Line...1,200 ft @ \$0.24/ft
- 642 Stop Bar...24 ft @ \$8.00/ft
- Temp Center Line...1,200 ft @ \$0.94/ft
- Temp Stop Bar...24 ft @ \$3.75/ft

*work to be scheduled for completion with Brooklyn Ave Miami Township section in 2022.

Please contact me with any questions you have or additional information required. Thank you for the opportunity to quote this work.

Respectfully,



A COLAS COMPANY



Wess Kroll, P.E.
Senior Estimator
Office 513.422.4662
Mobile 513.292.9867
wkroll@barrettpaving.com

Barrett Industries
3751 Commerce Drive
Middletown, OH 45005
www.barrettindustries.com/

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Miami Township 2022 Resurfacing Project - Base Bid

					Barrett Paving				John R. Jurgenson			
					UNIT PRICE OF				UNIT PRICE OF			
LINE NO.	SPEC. ITEM	BID ITEM DESCRIPTION	UNIT	NO. OF UNITS	LABOR	MATERIAL	COMBINED	PRICE FOR	LABOR	MATERIAL	COMBINED	PRICE FOR
				A	B	C	D=B+C	E=AXD	B	C	D=B+C	E=AXD
1	448	Asphalt Concrete Surface Course (1.5")	C.Y.	6,434			\$196.00	\$1,261,064.00			\$225.00	\$1,447,650.00
2	407	Trackless Tack Coat	Gallons	12,144			\$0.01	\$121.44			\$5.00	\$60,720.00
3	604	Storm Manhole (rings)	each	1			\$325.00	\$325.00			\$250.00	\$250.00
4	604	Storm Manhole (brick & mortar)	each	1			\$1,300.00	\$1,300.00			\$1,500.00	\$1,500.00
5	202	Wear Course Removal	S.Y.	121,445			\$2.20	\$267,179.00			\$3.35	\$406,840.75
6	253	Pavement repair	CY	50			\$360.00	\$18,000.00			\$600.00	\$30,000.00
7	614	Traffic Control	LS	1			\$66,250.00	\$56,250.00			\$120,000.00	\$120,000.00
8	614	Temporary Centerline Striping	LF	33,021			\$0.94	\$31,039.74			\$0.90	\$29,718.90
9	642	New Painted Edge Line Striping	LF	57066			\$0.12	\$6,847.92			\$0.15	\$8,559.90
10	642	New Painted Centerline Striping	LF	33021			\$0.24	\$7,925.04			\$0.25	\$8,255.25
11	732	Detector Loop	Each	2			\$2,500.00	\$5,000.00			\$2,750.00	\$5,500.00
		Bid Amount					\$1,655,052.14				\$2,118,994.80	

Miami Township 2021 Resurfacing Project - Base Plus Alternates

		2022 Resurfacing Project-Base Bid Plus Alternates			Barrett Paving				John R. Jurgenson			
		Project Estimate--\$2,134,624.50			UNIT PRICE OF				UNIT PRICE OF			
LINE NO.	SPEC. ITEM	BID ITEM DESCRIPTION	UNIT	NO. OF UNITS	LABOR	MATERIAL	COMBINED	PRICE FOR	LABOR	MATERIAL	COMBINED	PRICE FOR
				A	B	C	D=B+C	E=AXD	B	C	D=B+C	E=AXD
1	448	Asphalt Concrete Surface Course (1.5")	C.Y.	7,046			\$196.00	\$1,381,016.00			\$225.00	\$1,585,350.00
2	407	Trackless Tack Coat	Gallons	13,612			\$0.01	\$136.12			\$5.00	\$68,060.00
3	604	Storm Manhole (rings)	each	1			\$325.00	\$325.00			\$250.00	\$250.00
4	604	Storm Manhole (brick & mortar)	each	1			\$1,300.00	\$1,300.00			\$1,500.00	\$1,500.00
5	202	Wear Course Removal	S.Y.	136,126			\$2,200	\$299,477.20			\$3,500	\$476,441.00
6	253	Pavement repair	CY	50			\$360.00	\$18,000.00			\$600.00	\$30,000.00
7	614	Traffic Control	LS	1			\$69,900.00	\$69,900.00			\$130,000.00	\$130,000.00
8	614	Temporary Centerline Striping	LF	42,711			\$0.94	\$40,148.34			\$0.90	\$38,439.90
9	642	New Painted Edge Line Striping	LF	65,667			\$0.12	\$7,880.04			\$0.15	\$9,850.05
10	642	New Painted Centerline Striping	LF	42,711			\$0.24	\$10,250.64			\$0.25	\$10,677.75
11	732	Detector Loop	Each	2			\$2,500.00	\$5,000.00			\$2,750.00	\$5,500.00
		Bid Amount					\$1,833,433.34				\$2,356,068.70	