

COLERAIN TOWNSHIP
4200 SPRINGDALE ROAD
COLERAIN TOWNSHIP, OH 45251

SPRINGFIELD TOWNSHIP
9150 WINTON ROAD
CINCINNATI, OH 45231

ROSS TOWNSHIP
3133 HAMILTON CLEVES ROAD
HAMILTON, OH 45013

Contract Documents for Collection, Disposal & Processing Residential Solid Waste & Recycling April 1, 2016 –March 31, 2021

Proposal submitted by:

Company Name: _____

This successful Bidder shall be responsible for implementing the specifications and requirements of the Contract Documents including; the invitation to bidders, the bidding documents, including all responses, supporting and supplemental information submitted by the Bidder, the instructions to the bidders, the contract provisions, the contract agreement, and all addendums .

A mandatory pre-bid meeting will be held at 10:00 a.m. on Thursday, April 23, 2015 in the Colerain Township Administration Building.

QUESTIONS: PRE OR POST BID MEETING QUESTIONS MUST BE SUBMITTED VIA EMAIL to: Michele Nestor, Nestor Resources, Inc., consultant to the Townships at michele@nestorresources.com The words COLLECTION BID QUESTIONS should appear in the EMAIL SUBJECT LINE to ensure that the question is addressed.

POST BID CONFERENCE QUESTIONS MUST BE RECEIVED NO LATER THAN NOON on 5:00 p.m. on MONDAY, MAY 5, 2015. By noon on May 11, 2015 a written summary of comments and responses will be sent via email to all prospective bidders who attended the pre-bid meeting. Although conversations, comments, and suggestions may occur via telephone or in person, **only the written summary shall be considered the official response of the Townships.**

BID SUBMISSION:

Bidders should submit one original and three copies of the entire package in the order in which it is originally organized with the appropriate, completed information and signatures. The copies should include all of the supplemental and supporting information provided with the original bid.

Bids Due: 11:00 a.m.
Friday, May 15, 2015
Bid Opening – 11:15 a.m.
Friday, May 15, 2015

LOCATION
Colerain Township Administration Building
4200 Springdale Road
Colerain Township, OH45251

Table of Contents

ARTICLES OF AGREEMENT	7
ARTICLE 1 - BIDDING DOCUMENTS	7
1.01 Invitation to Bidders	7
1.02 Bid Proposal.....	8
DETERMINATION OF THE LOW BIDDER	9
Bid Sheet for Rates and Services ----- Weekly Solid Waste and Recycling.....	11
1.03 Bid Bond	13
1.04 Non-Collusion Affidavit.....	15
1.05 Bid Forms.....	17
Bid Form 1- Statement of Contractor Qualifications.....	17
Bid Form 2 - Experience of Personnel	19
Bid Form 3 - Facilities	21
Bid Form 4 - Certification of Disposal Facility.....	23
Bid Form 5 - Certification of Recycling Facility	25
Bid Form 6 - Equipment	27
Bid Form 7 - Operational Plan for Cart Delivery	29
Bid Form 8 Emergency Management Plan	31
Bid Form 9 Acknowledgement Of Compliance With Recycling Cart Specifications	33
1.06 Notice of Award.....	37
1.07 Notice to Proceed.....	39
ARTICLE 2 - INSTRUCTIONS TO BIDDERS	41
2.01 General.....	41
2.02 Submission and Opening of Bids	41
2.03 Reserved	42
2.04 Award/Contract Execution and Notice to Proceed.....	42
2.05 Contract Documents.....	42
2.06 Bidders to Investigate	43
2.07 Bid Security/Contract Execution	43
2.08 Withdrawal or Modification of Bids	44
2.09 Alteration of Bids and Documents.....	44
2.10 Right to Reject or Accept Bids	45
2.11 Qualifications and Experience of Bidders	45
2.12 Time of Completion	45
2.13 Summation of Information to Bidders.....	46
ARTICLE 3 - CONTRACT PROVISIONS.....	47
GENERAL.....	47
3.01 Project Description	47
3.02 Definitions	47
RIGHTS AND DUTIES OF CONTRACTOR	50
3.03 Contract Responsibilities	50
3.04 Insurance	50
3.05 Permission to Sublet or Assign	54
3.06 Concerning Subcontractors and Others.....	54
RIGHTS AND DUTIES OF TOWNSHIPS	55
3.07 Authority of the Townships	55
3.08 Access to Work	56
3.10 Right to Test or Inspect.....	57
PERFORMANCE OF CONTRACT	57
3.11 Contract Time, Time Is Of the Essence and Liquidated Damages	57
3.12 Change Order Procedures	57
3.13 Applications for Payment	58
3.14 Reserved	58
3.15 Townships-Furnished Materials and Equipment	58

3.16	Inspection of the Work.....	59
3.17	Reserved	59
3.18	Reserved	59
3.19	Reserved	59
3.20	Acceptance of Final Payment Constitutes Release of Townships	59
3.21	Disputes and Claims	59
3.22	Bonds.....	61
REQUIREMENTS OF CONTRACT		63
3.23	Compliance with Laws and Regulations	63
3.24	Working Hours.....	63
3.25	Reserved	63
3.26	Buy American	63
3.27	Workmen’s Compensation	63
3.28	Nondiscrimination/Sexual Harassment Clause.....	64
ARTICLE 4 - CONTRACT AGREEMENT		65
ARTICLE 5 – CONTRACT SERVICE SPECIFICATIONS		67
<i>OVERVIEW</i>		<i>67</i>
Section 10 Purpose and Intent		67
Section 11 Description of Services		67
Section 12 Reserved		68
Section 13 Reserved		68
Section 14 Reserved		68
Section 15 Contract Term.....		68
Section 16 Reserved.		68
Section 17 Reserved.		68
Section 18 Reserved.		68
Section 19 Reserved.		68
Section 20 Definitions.		68
Section 30 Contractor Responsibilities.....		72
Section 40 OSHA, Health and Environmental Laws		73
Section 50 Vehicle Specifications		73
Section 60 Ownership of Equipmen.		74
Section 65 Vehicle Maintenance and Inventory.....		74
Section 70 Traffic Laws; Noise Control. Noise		74
Section 80 Contractor’s Office.....		74
Section 100 Collection Area		75
Section 110 Placement for Collection		75
Section 111 Reserved		76
Section 112 Reserved		76
Section 113 Reserved		76
Section 114 Placement for Collection -- Multi Family Dwellings.....		76
Section 115 Reserved		76
Section 116 Reserved		76
Section 117 Reserved		76
Section 118 Reserved		76
Section 119 Reserved		76
Section 120 Times of Collection		76
Section 1121 Reserved		76
Section 122 Reserved		76
Section 123 Scheduling of Route Days for Collection.....		76
Section 124 Private Roads.....		77
Section 125 Backyard Service Option		77
Section 126 Reserved		77
Section 127 Temporary Discontinuation of Service		77
Section 128 Solid Waste Collection Options Including Carts.....		78
Section 129 Service Level Adjustments		79
Section 130 Disposal /Processing Facilities		79
Section 131 Reserved		79

Section 132 Reserved	79
Section 133 Reserved	79
Section 134 Reserved	79
Section 135 Scavenging	79
Section 136 Reserved	80
Section 137 Reserved	80
Section 138 Large Item, Bulk Item and White Good Collection	80
Section 139 Reserved	80
Section 140 Holiday Collections	80
Section 141 Reserved	80
Section 142 Reserved	80
Section 143 Service Disruptions Due to Weather	80
Section 144 Reserved	81
Section 145 Service Disruptions Non-Weather Related	81
Section 146 Reserved	81
Section 147 Reserved	81
Section 148 Missed and Make-up Collections within the Contractor's Control	81
Section 150 Supplying Recycling Carts or Optional Solid Waste Carts	83
Section 151 Wheeled Cart Specifications	83
Section 152 Reserved	88
Section 153 Reserved	88
Section 154 Reserved	88
Section 155 Cart Repair or Replacement	88
Section 156 Reserved	88
Section 157 Reserved	88
Section 158 Reserved	88
Section 159 Reserved	88
Section 160 Reserved	88
Section 170 Reserved	88
Section 180 Reserved	88
Section 190 Implementation Plan	88
Section 191 Reserved	88
Section 192 Reserved	88
Section 193 Meetings and Communication	88
Section 194 Reserved	89
Section 195 Program Information	89
Section 196 Reserved	89
Section 197 Reserved	89
Section 198 Recycling Publicity	89
Section 199 Reserved	90
MANNER OF COLLECTION	90
Section 200 Contractor's Responsibilities	90
Section 210 Employee Conduct	90
Section 220 Spillage and Emergency Clean-Ups	92
Section 240 Customer Grievances	92
Section 300 Reserved	92
MATERIAL PROCESSING	92
Section 400 Recycling Processing Facility	92
Section 430 Solid Waste Disposal/Processing Facility	93
DISPOSAL PROHIBITION	94
Section 500 Contamination and Residuals	94
REPORTING REQUIREMENTS	94
Section 600 Reserved	94
Section 610 Daily, Monthly, Quarterly, and Annual Reports	94
Daily Report	94
Monthly Report	94
COMPENSATION	95
Section 700 Payment for Contract Services	95
Section 710 Late and Delinquent Accounts	95

Information and Assumptions for Calculating Adjustments	96
Section 721 Petition for Unusual or Unanticipated Costs	98
Section 730 Contract Deposit Fund	98
Section 740 Reserved	98
Section 750 Wage Increases for Employees	98
Section 760 Hiring Preference	98
Section 770 Reserved	98
Section 780 Reserved	98
Section 790 Reserved	98
<i>EQUAL OPPORTUNITY/NON-DISCRIMINATION</i>	99
Section 800 Equal Employment Opportunity	99
Section 810 Reserved	99
Section 820 Non-Discriminatory Service	99
<i>SECURITY; LIABILITY; DAMAGES</i>	99
Section 900 Performance Bond	99
Section 910 Default of Contractor	100
Section 920 Commitment of Equipment	102
Section 950 Indemnity	102
Section 960 Liquidated Damages	103
<i>ANCILLARY PROVISIONS</i>	105
Section 1000 Assignment or Pledge of Moneys by the Contractor	105
Section 1010 Assignment; Subcontracting; Delegation of Duties	105
Section 1020 Audit	105
Section 1030 Contract Rights	105
Section 1040 Interpretation	105
Section 1050 Law; Venue	106
Section 1060 Notices	106
Section 1070 Severability	107
Section 1080 Termination	107
Section 1090 Transition to Next Contractor	107
Section 2000 Background Information	107
<i>APPENDIX A</i>	108
<i>Housing Units and Estimated Service Levels by Township</i>	108
<i>Private Roadways</i>	109
<i>Township Miles (doubled for fuel cost adjustment formula)</i>	110

ARTICLES OF AGREEMENT

ARTICLE 1 - BIDDING DOCUMENTS

1.01 Invitation to Bidders

Notice is hereby given that the Board of Trustees of Colerain Township and Springfield Township Hamilton County, OH, and Ross Township, Butler County, OH, will accept sealed bids for the following contract until **11:00 a.m. on Friday, May 15, 2015**, at the Colerain Township Administration Building, 4200 Springdale Road, Colerain Township, Ohio 45251. Bids will be opened at 11:15 a.m. on that same day and at the same location.

Residential Solid Waste & Recycling Collection, Disposal & Processing

Provide Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings of four or less units located in Colerain, Ross and Springfield Townships, as more clearly specified in the Contract Documents.

Proposals must be submitted upon forms provided by the Townships and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the Bid. Performance Bond will be set at fifty percent (50%) with Performance Bond and Certificate of Insurance furnished as specified in "Instructions to Bidders." Faxed bids or electronically submitted bids will not be accepted.

For general or technical information please contact Michele Nestor, Nestor Resources, Inc., consultant to the Townships at michele@nestorresources.com at any time 7 days per week or call (724) 898-3489 or 724-612-7675 Monday through Friday 7:30 a.m. - 5:30 p.m.

The Boards of Trustees reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Townships.

JAMES ROWAN, COLERAIN TOWNSHIP ADMINISTRATOR,

ROBERT BASS, ROSS TOWNSHIP ADMINISTRATOR

MICHAEL HINNENKAMP, SPRINGFIELD TOWNSHIP ADMINISTRATOR

1.02 Bid Proposal

Proposal of _____ (hereinafter called “Bidder”), organized and existing under the laws of the State of _____, doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Residential Solid Waste & Recycling Collection, Disposal & Processing

In strict accordance with the Contract Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to complete the contract on or before a date to be specified in the Notice to Proceed and to fully complete project within consecutive calendar days thereafter. The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES Bid quotation must be made both in figures and words. The basis of award of this Contract is a lump sum as calculated from the estimated quantities. The accepted contract amounts will be based on estimated quantities and services to be provided. Consideration for award of the Contract will be based on the FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES, 2016 – 2021.

Estimated units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements.

DETERMINATION OF THE LOW BIDDER

The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES will determine the low bidder.

That cost will be calculated as follows.

Unit Cost x Number of Units = Total Cost Per Month x Number of Months in Period = Total Cost Per Period

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR:

- Base Collection Rate for Unlimited Service+
- Optional Add-On Disposal Cart Rental Rate for Unlimited Service +
- Discounted Base Collection Rate for Limited Service including a 96-gallon Cart+
- Optional Add-On Backyard Service+

- = FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES

The determination of the low bidder to whom a contract may be awarded will be based upon the lowest five year price bid price.

The FIVE-YEAR COMBINED TOTAL COST OF ALL SERVICES is determined by adding together the TOTAL COST PER PERIOD AS CALCULATED FROM THE BID SHEETS FOR YEARS 1+2+3+4+5

The Townships reserve the right to select the lowest responsible bidder based on what is in the best interests of the Townships.

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BID SHEET FOR RATES AND SERVICES ----- WEEKLY SOLID WASTE AND RECYCLING

All Units are estimates provided solely for the purpose of bidding calculations.

Name of Firm _____

Base Collection Rate Unlimited Service includes 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate April 1, 2016- March 31, 2017		28,721		12	
Unlimited Base Collection Rate April 1, 2017- March 31, 2018		28,721		12	
Unlimited Base Collection Rate April 1, 2018- March 31, 2019		28,721		12	
Unlimited Base Collection Rate April 1, 2019- March 31, 2020		28,721		12	
Unlimited Base Collection Rate April 1, 2020- March 31, 2021		28,721		12	
Unlimited Base Collection Rate Total					

Optional Add-On Rental of 96-gallon Disposal Cart for Base Collection Unlimited Service	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate April 1, 2016- March 31, 2017		9,564		12	
Unlimited Base Collection Rate April 1, 2017- March 31, 2018		9,564		12	
Unlimited Base Collection Rate April 1, 2018- March 31, 2019		9,564		12	
Unlimited Base Collection Rate April 1, 2019- March 31, 2020		9,564		12	
Unlimited Base Collection Rate April 1, 2020- March 31, 2021		9,564		12	
Unlimited Base Collection Rate Total					

Discounted Base Collection Rate Limited Service includes 95-Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Cart Base Collection Rate April 1, 2016- March 31, 2017		7,179		12	
Cart Base Collection Rate April 1, 2017- March 31, 2018		7,179		12	
Cart Base Collection Rate April 1, 2018- March 31, 2019		7,179		12	
Cart Base Collection Rate April 1, 2019- March 31, 2020		7,179		12	
Cart Base Collection Rate April 1, 2020- March 31, 2021		7,179		12	
Optional Cart Base Collection Rate Total					

Backyard Service is an optional add on to Base Collection	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Backyard Service April 1, 2016- March 31, 2017		140		12	
Backyard Service April 1, 2017- March 31, 2018		140		12	
Backyard Service April 1, 2018- March 31, 2019		140		12	
Backyard Service April 1, 2019- March 31, 2020		140		12	
Backyard Service April 1, 2020- March 31, 2021		140		12	
Backyard Service Total					

	Base Collection Rate Unlimited Service	Add-On Cart Rental Rate for Unlimited Service	Discounted Base Collection Rate for 96-gallon Cart & Limited Service	Add-On Backyard Service	Total
YEAR 1 April 1, 2016- March 31, 2017					
YEAR 2 April 1, 2017- March 31, 2018					
YEAR 3 April 1, 2018- March 31, 2019					
YEAR 4 April 1, 2019- March 31, 2020					
YEAR 5 April 1, 2020- March 31, 2021					
FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES					
Cost in Words					

This Respectfully submitted: _____(Printed)

By:_____ (L.S.)

Title:_____

Address:_____

Phone:_____

Date:_____ (Seal)

Attest:_____

1.03 Bid Bond

BID BOND

Contract 14-

Residential Solid Waste & Recycling Collection, Disposal & Processing

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and _____,

as Surety, are hereby held and firmly bound unto Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251 and Ross Township, 2133 Hamilton Cleves Road, Hamilton, OH 45013, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231

in the sum of_(\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, the _____ day of _____, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L.S.)

By _____ (Seal)

Surety _____

By _____ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

1.04 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Residential Solid Waste & Recycling Collection, Disposal & Processing

State of _____:

County of _____

I state that I am _____ of _____

(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other non-competitive bid.

(5) (Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: **[Either provide an explanation or type N/A if not applicable.]**

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit Colerain, Ross and Springfield Township from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the Townships under its rules and regulations, or may be grounds for consideration on the question of whether the Townships should decline to award a contract to that person on the basis of lack of responsibility.

I state that _____ understands and
(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by the Townships of Colerain, Ross and Springfield in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Townships of Colerain, Ross and Springfield of the truth relating to the submission of bids for this contract.

(Printed Name & Company Position)

(Signature)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS __ DAY OF ____, 20

Notary Public

My Commission Expires

1.05 Bid Forms

BID FORM 1- STATEMENT OF CONTRACTOR QUALIFICATIONS

Provide answers specific to the Division or Service Location that will perform Contract

1. How many years of experience does your organization's local division have in the collection and disposal of residential garbage and recyclables?

2. For your organization's local division:
Identify current municipal government residential collection contracts in the last five years, which included semi or fully automated wheeled cart service for waste and recyclables as well as the delivery, collection, service and repair of wheeled carts.

Jurisdiction/Contact	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract

3. With respect to any contracts for the collection of residential garbage and recyclables referenced above, has your organization been terminated by a jurisdiction or failed to complete any contract awarded to you?

4. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?

5. Describe in detail the circumstances and parties involved in any matter described above.
6. Describe the parties, docket number, nature and present status of any proceeding described above.
7. Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
8. Has your organization been the subject of any lawsuit or request for arbitration filed by a jurisdiction with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
9. Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids.

Indicate your acknowledgement. ☐ YES

BID FORM 2 - EXPERIENCE OF PERSONNEL

1. Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the Township(s).

List Key Personnel Below:

Name	Position/Title	Years with Company
-------------	-----------------------	---------------------------

2. The Township(s) expects to communicate directly with one individual designated for ultimate responsibility for the contract. The Township(s) will be notified immediately of any changes to this information. Provide all of the following information.

Contractor’s Primary Contact Person for Contract Implementation

Name: _____

Mailing Address:_____

Direct Phone Line_____:

Mobile phone:_____

Email: _____

Personnel Policies

How does Contractor deal with replacing key personnel who leave?

Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.). Do these apply to subcontractors?

Describe in detail the Contractor's employee/driver training program. Use additional sheets or attachments, if necessary.

What steps will the Contractor take to teach staff the specific requirements of the Contract?

BID FORM 3 - FACILITIES

List the name, location and distance from Colerain Township Administration Building for the facilities proposed for use in providing the services specified in the Contract.

Identification and location of the facility from which collection vehicles will originate service

Hauler/Transporter Facility(ies):	Location:	Distance in Miles:

Identification and location of the processing and disposal companies.

Attach the documents required from each disposal/recycling facility by Section 130, Section 400, and Section 420.

Disposal Facility(ies):	Location:	Distance in Miles:
Recycling Facility(ies):	Location:	Distance in Miles:

Page blank intentionally

BID FORM 4 - CERTIFICATION OF DISPOSAL FACILITY

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer of authorized representative of the disposal facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible to Colerain, Ross and Springfield Township(s) for the full and faithful performance of disposing garbage, refuse, and/or municipal waste collected by _____ the Contractor under the Township(s)'s Residential Garbage and Recycling Collection, Disposal and Processing Contract.

I understand and agree that recyclables collected in Colerain, Ross and Springfield Township(s) may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that Colerain, Ross and Springfield Township(s) shares no risk, expense, or profit for the disposal of the garbage, refuse, and/or municipal waste.

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose of all materials collected each day, and each week under this Contract and acceptable under the facility's operating permit.

I understand and agree that _____ (Name of Firm/Facility) and the Contractor must have and provide to the Township(s) with the bid documents a contingency plan to avoid disruption of the garbage collection program through a temporary shutdown in operation.

I agree that at any time given reasonable notice, the Township(s) may visit and inspect _____ (Name of Firm/Facility) to determine compliance with this Contract and to verify reporting.

Please check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor ☐Unincorporated

Include either ☐Social Security ☐Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone	

On this _____ day of _____, 2015, before me, a Notary Public, undersigned representative/officer personally appeared _____, who acknowledged to be the _____
(Representative/Officer's Name) (Job Title)

of _____ and that as such representative/officer, being authorized to do so, executed the foregoing
(Name of Company)

instrument for the purposes therein contained by signing the name of the company as _____.
(Job Title)

STATE OF _____ IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
COUNTY OF _____

Notary Public
My Commission Expires: _____

Page blank intentionally

BID FORM 5 - CERTIFICATION OF RECYCLING FACILITY

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer of authorized representative of the recycling facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible to the Township(s) of Colerain, Ross and Springfield for the full and faithful performance of processing Recyclables collected by _____ the Contractor under the Township(s) 's Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the Township(s) of Colerain, Ross and Springfield shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is capable of accepting the following materials for single stream recycling: aluminum cans, plastic bottles and jugs, bi-metal/steel cans, cartons, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected each day, and each week under this Contract

I understand and agree that _____ (Name of Firm/Facility) and the Contractor must have and provide to the Township(s) with the bid documents a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing.

I agree that at any time given reasonable notice, the Township(s) may visit and inspect _____ (Name of Firm/Facility) to determine compliance with this Contract and to verify reporting.

Please check the appropriate box: ☐Corporation ☐Partnership ☐Sole Proprietor ☐Unincorporated

Include either ☐Social Security ☐Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone _____ Fax: _____	
On this _____ day of _____, 2015, before me, a Notary Public, undersigned representative/officer personally appeared _____, who (Representative/Officer's Name)	
acknowledged to be the _____ of _____ and (Job Title) (Name of Company)	
that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as _____. (Job Title)	
STATE OF _____	IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
COUNTY OF _____	_____ Notary Public
SEAL	My Commission Expires: _____

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BID FORM 6 - EQUIPMENT

DO NOT PROVIDE A COMPLETE INVENTORY OF THE COMPANY'S VEHICLES. Include Only The Documentation Of The Specific Vehicles Which Will Be Utilized In The Contract.

List the vehicle information for each service category. Indicate, for those vehicles to be used in this contract, the number of each model and make listed; if they are currently owned provide the license number & any company vehicle id. **REQUIRED IF VEHICLE NOT CURRENTLY OWNED. : Upon Notice of Award the Bidder must provide a commitment from manufacturer/dealer to deliver vehicles to contractor no later than one month prior to start date of the Contract. At that time the Bidder must provide Required Documentation for the vehicles proposed on this Form.**

Primary Equipment								
Service Type Number of	Chassis Make & Model	Year	Body Make & Model	Year	License #	VIN	Company Vehicle ID No	Anticipated Delivery Date Include Documentation
Solid Waste								
Recycling								
Bulk Waste								

The Contractor is expected to provide Contingency Equipment to supplement the Primary Equipment during times when the Primary Equipment is non-functioning or otherwise unable to perform the job. Contingency Equipment should be capable of tipping municipal waste or recycling carts where applicable and although there is no requirement for it to be new, it must be of the same quality and standards expected of the Primary Equipment and in excellent operating condition.

Contingency Equipment								
Service Type Number of	Chassis Make & Model	Year	Body Make & Model	Year	License #	VIN	Company Vehicle ID No	Anticipated Delivery Date Include Documentation
Solid Waste								
Recycling								
Bulk Waste								

BID FORM 7 - OPERATIONAL PLAN FOR CART DELIVERY

The Contractor will provide Recycling Carts for each Structure as described in the Contract. In addition, the Contractor will supply Garbage Carts to only those Structures that opt to use that service and to pay the appropriate fee. The Contractor must off load, assemble and deliver Carts commensurate with the service levels desired by each Structure.

1. Describe in detail below in the Contractor's plan for Cart delivery.
 - Include the number of Carts that will be delivered per day.
 - Specify the number of laborers that will be assigned to this task per day.
 - Specify the hours during which Cart delivery is expected to occur each day.
 - Specify the number of and days per week Cart delivery will be provided.
 - Describe the method of organization and the type of equipment that will be used to deliver the Carts.
 - Describe in detail the Contractor's record keeping procedures that will be utilized to assure accurate asset management and customer satisfaction during the Cart delivery process.

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BID FORM 8 EMERGENCY MANAGEMENT PLAN

Provide a detailed plan that includes the procedures to be implemented in the event of the incidents listed here. a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; other emergencies.

This plan will be required to be in the cab of every vehicle used to provide services in the Townships.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Townships; instructions on how to contain and mitigate the emergency.

Procedures should be specific to the type of incident.

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BID FORM 9 ACKNOWLEDGEMENT OF COMPLIANCE WITH RECYCLING CART SPECIFICATIONS

MANDATORY QUESTIONS

Section 150 of the specifications herein describe the minimum acceptable features and performance requirements for the universal recycling carts to be purchased by the Contractor and subsequently retained by the Township(s) of Colerain, Ross and Springfield. Bidders must thoroughly read and understand these specifications prior to submission of bids for residential and commercial collection for the Township(s) of Colerain, Ross and Springfield. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, the Township(s) of Colerain, Ross and Springfield will assume the Bidder cannot meet the specifications and may cause rejection of the proposal.

By checking any of the “NO” spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled “Exceptions”. If the Township(s) of Colerain, Ross and Springfield determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, the successful bidder must only deliver the container or containers that are proposed with this bid submission. Failure to provide the exact container specified will disqualify said bidder.

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
MANUFACTURING PROCESS		
PLASTIC MATERIAL: The Contractor must submit technical data sheet(s) from the resin producer.		
RESIN ADDITIVES: The Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.		
RECYCLE ABILITY: The Contractor must include with the bid any option from the Cart Manufacturer for the repurchase/recycling of containers at the end of their useful life.		
CONTAINER REQUIREMENTS		
ANSI CONFORMANCE		
INTERIOR CONSTRUCTION		
STABILITY For a 96-gallon container - 40 MPH		
LIFT SYSTEM:		
ABRASION PROTECTION		

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
RIM OF BODY		
LID		
HANDLES		
AXLE		
EASE OF ASSEMBLY AND DISASSEMBLY: The Contractor must supply a container assembly instruction sheet with their bid		
PARTS AVAILABILITY: The Contractors will supply with the bid a listing of replacement parts available for their model container.		
COLOR:		
Specific Containers		
LOAD RATING <i>STATE LOAD RATING OF</i> 96-gallon CONTAINER: _____ pounds 65 GALLON CONTAINER: _____ pounds		
MANEUVERABILITY: <i>STATE MAXIMUM AVERAGE FORCE OF</i> 96-gallon CONTAINER: _____ pounds 65 GALLON CONTAINER: _____ pounds		
30.22 RESIN WEIGHT: <i>STATE MINIMUM RESIN WEIGHT OF</i> 96-gallon CONTAINER: _____ pounds 65 GALLON CONTAINER: _____ pounds		
30.23 WALL THICKNESS: The quoted container must have a minimal wall thickness of .161 inches throughout the body of the container. <i>STATE BODY WALL THICKNESS</i> 96-gallon CONTAINER: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches 65 GALLON CONTAINER: _____ inches STATE CRITICAL WEAR POINT THICKNESS: _____ inches		

ACKNOWLEDGE COMPLIANCE OR EXCEPTION	Yes	No
CAPACITY:		
DIMENSIONS: The exterior dimensions of the completely assembled container are as follows: 96-gallon STATE WIDTH: _____ inches STATE HEIGHT: _____ inches STATE LENGTH: _____ inches 65 Gallon STATE WIDTH: _____ inches STATE HEIGHT: _____ inches STATE LENGTH: _____ inches		
WHEELS		
SERIAL NUMBER BAR CODES		
CONTAINER LOGO		
USER INSTRUCTION		
LOAD RATING		
WARRANTY		
Submission of Warranty		
Duration 10 Years		
Township(s) covered under warranty		
Lid prevents entry of rainwater		
Damage to body		
Maintains shape		
Damage or cracking		
Mobility of wheels		
Conforms to specs.		
Parent company honors warranty		

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1.06 Notice of Award

NOTICE OF AWARD

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

The Townships have considered the Bid submitted by you on May 15, 2015 for the above described project in response to its Invitation to Bidders and the related Contract Documents.

You are hereby notified that your Bid or portions thereof and in accordance with the letter of award dated _____ have been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, Colerain, Ross and Springfield Townships will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, Ross Township, 3133 Hamilton Cleve Road, Hamilton OH 45013, and Springfield Township 9150 Winton Road Cincinnati, OH 45231

Dated this ____ day of _____, 20____.

COLERAIN TOWNSHIP

SPRINGFIELD TOWNSHIP

ROSS TOWNSHIP

By:

James Rowan, Administrator

By:

Michael Hinnenkamp, Administrator

By:

Robert Bass Administrator

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

By: _____ Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

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1.07 Notice to Proceed

NOTICE TO PROCEED

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to provide Residential Solid Waste and Recycling Collection, Disposal and Processing for a five (5) year period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents. Contract is to begin on April 1, 2016, subject to pre-service requirements.

COLERAIN TOWNSHIP
HAMILTON COUNTY, OH

SPRINGFIELD TOWNSHIP
HAMILTON COUNTY, OH

By: _____
James Rowan, Administrator

By: _____
Michael Hinnenkamp, Administrator

ROSS TOWNSHIP
BUTLER COUNTY, OH

By: _____
Robert Bass, Administrator

You are required to return an acknowledgment of this Notice to Proceed to Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, Ross Township, 3133 Hamilton Cleve Road, Hamilton, OH 45013, and Springfield Township, 9150 Winton Road Cincinnati, OH 45231

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by this _____ day of _____, 20____.

By _____

Print _____

Title _____

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the contractor of conditions imposed by the Agreement.

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ARTICLE 2 - INSTRUCTIONS TO BIDDERS

2.01 General

The following instructions relate to the proper form and method for submitting bids; to the accompanying security; to provisions for the letting of the Contract and to such other matters. It is a condition to Colerain, Ross and Springfield Townships' evaluation of bids and possible award of the Contract that each bidder carefully examine all of the Contract Documents, to completely satisfy themselves as to the nature and location of the work as well as all site conditions that may affect performance of the work.

Unless otherwise indicated in the Contract Documents, alternate bids will not be considered. Unless all bids are rejected, and except as otherwise provided by law, the award will be made to the lowest responsive and responsible bidder. In any discrepancy between words and figures, the words will take precedence.

2.02 Submission and Opening of Bids

Colerain, Ross and Springfield Townships, herein also referred to as the "Townships," will receive separate and sealed bids. Such bids shall be submitted on the blank Bid Form which is part of these Contract Documents; shall state the proposed price of the work, both in words and figures. Bids must be signed in ink. Bids that are not so priced and signed will be rejected.

The bid and Contract Documents must be submitted intact, sealed and addressed to the Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251. The Bidder's name and address shall be marked in the upper left hand corner and the words "SEALED BID FOR SOLID WASTE, AND RECYCLING" shall be clearly marked in the lower left hand corner of the sealed envelope or packet. Hand delivered bids shall be delivered to the Colerain Township Administration Building, Office of the Administrator, at this same address. It is the responsibility of each Bidder to make sure that its bid is received by Colerain Township prior to the date and time set for opening of the bids. Upon the Bidder's failure to comply with the foregoing, the Townships may treat the bid as "non-responsive" and return it to the Bidder unopened. No liability or responsibility shall be attached to any representative of the Townships for premature opening of any bid not properly addressed and identified.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected. The bid may also be rejected if the product or work offered by the Bidder is determined by the Townships not to be in substantial conformance with the Contract Documents including the technical specifications.

Bidders shall not remove and submit bid pages separately, but shall submit their bids bound with the complete volume of Contract Documents including all pages correctly assembled. The bid should be properly executed; and be accompanied by all bonds, certificates, questionnaire forms and other supporting information and documents, as described in the Contract Documents.

If you are conducting business as an individual, you must insert your full name and resident address in the body of the bid. If you are conducting business as a partnership, the individual names and addresses of all members of the partnership must appear in the body of the bid. If you are conducting business as a corporation, the name of the corporation, its principal officer, and state of incorporation must appear in the body of the bid and the bid must be executed by an authorized officer of the corporation.

Unless otherwise so provided, failure to comply with any of the above provisions shall be cause for rejection of the bid, at the option of the Townships.

2.03 Reserved

2.04 Award/Contract Execution and Notice to Proceed

The Townships may reject all bids for any reason whatsoever. The Townships may, solely at their own discretion, award the Contract to the lowest responsive and responsible Bidder within one hundred twenty days (120) calendar days from the date of bid opening. A time extension may be made by the written mutual consent of the Townships and the lowest responsible Bidder. Contract award may be made by letter mailed to Bidder and shall be effective the date of the mailing.

All bids will remain open for acceptance by the Townships for one hundred eighty (180) calendar days after the bid opening. In the event a Bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Townships, the Townships will have the right to reject its bid as non-responsive.

The Notice to Proceed will be made by letter mailed to the awarded Bidder and shall be effective the date of the mailing. The Townships will endeavor to issue the Notice to Proceed within one hundred twenty (120) calendar days of the bid opening and of award. Any delays caused by the awarded Bidder's failure to provide any required documents within the specified time may, at the Townships' option, cause an equivalent number of days to be added to these time frames. The awarded Bidder will commence work immediately upon issuance of the Notice to Proceed. In conformance with the Notice to Proceed and the specifications, the awarded Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Awarded Bidders that do work or prepare to do work prior to receiving the Townships' Notice to Proceed are proceeding at their own risk.

2.05 Contract Documents

Printed copies of the Contract Documents may be obtained at the Colerain Township Administration Building, 4200 Springdale Road, Colerain Township, OH 45251, for a fee of \$50.

Submission of a bid constitutes a representation by the Bidder to the Townships that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its bid. This representation is a material inducement for the Townships' consideration of the Bidder for this Contract.

2.06 Bidders to Investigate

Bidders are required to submit their bids upon the following express conditions which will apply to and be deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the service location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Townships for clarification prior to submitting a bid. Failure of the Bidder to recognize service location conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

2.07 Bid Security/Contract Execution

Bids shall be accompanied by a certified check or properly executed bid bond on the form included herein, with corporate surety approved to do business in the State of Ohio and satisfactory to counsel for the Townships and with valid power of attorney attached, in the amount of not less than ten (10%) percent of the bid not including option years, if applicable, payable to Colerain Townships, Ross Township, and Springfield Township, as security that the Bidder, if awarded the Contract, shall enter into a written contract with the Townships, on the form included herein, and supply to the Townships all required bonds and other documents, materials or items required to be executed, delivered, or supplied by it. Upon failure on the part of such Bidder to enter into a written contract with the Townships (and return all required documents to the Townships, including performance and payment bonds and insurance certificates, after proper execution) within ten (10) calendar days (not including Sundays or legal holidays) after receipt of such Contract by the Bidder at the address given in its bid, such defaulting Bidder and its surety shall be liable to the Townships for the damages sustained by the Townships by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the bid security which accompanied its bid. If the bid security was a certified check, such check shall be cashed by the Townships and deposited forthwith to the Townships' account. If the Townships' actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable to the Townships on any bid security.

The bid security of all Bidders whom the Townships believes have a chance of receiving the award may be retained by the Townships until the earlier of the tenth (10th) calendar day after the effective date of the Contract or the sixty-first (61st) calendar day after the bid opening.

2.08 Withdrawal or Modification of Bids

The attention of Bidders is directed to the fact that, in submitting their bids, each Bidder agrees that it will not withdraw it within one hundred twenty (120) calendar days after the actual date of opening of bids or for one hundred eighty (180) calendar days if so permitted by applicable law, or for such longer period as may be agreed to by the Bidder. Upon submission of a proper request to the Townships Administrators or designees, in writing, and identification of the one making the request, a bid may be withdrawn, at any time prior to the designated time for the opening of bids. Certain bids may be withdrawn after the bid opening if the Bidder delivers credible evidence to the Townships within two (2) working days after opening the bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

Unless a bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Townships or until the Townships manifests that it does not intend to accept the bid. Notice of Acceptance of any one bid shall not constitute rejection of any other bid or manifestation that the Townships does not intend to accept any other bid.

Any Bidder may modify its bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided that such communication is received by the Townships prior to such closing time and, further, provided that a written confirmation of the communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or facsimile modifications shall not reveal the amount of the bid, but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the total bid amount or terms of the bid, so that the final prices or terms will not be known to the Townships until the sealed bid is opened. If the required written confirmation is not received by the Townships within two (2) working days (excluding Sundays or legal holidays) prior to the closing time, the Townships may, at its option, refuse to consider or give legal effect to such telegraphic or facsimile communication.

2.09 Alteration of Bids and Documents

Any alteration, erasure, addition or omission of required information, or any change of the Contract Documents is done at the risk of the Bidder. Any Bidder wishing to make any alteration, erasure, addition or other changes to the Contract Documents must notify the Townships' consultant at least twelve (12) calendar days prior to the scheduled bid opening of all details concerning the alteration, erasure, addition or other changes and which

must be agreed to in writing by the Townships to be binding against the Townships. In general, alterations, modifications and changes to the Contract Documents will not be entertained by the Townships. Upon receipt, the Townships will analyze the above and will notify the Bidder, in writing, if it is acceptable. Should any Bidder change the wording of the language employed in the Contract Documents, the Townships may, at its sole discretion, reject the bid. To be considered by the Townships, any alterations, erasures, additions or other changes must be initialed by the officer, partner or individual who signed the bid. The successful Bidder shall be legally bound to comply strictly with the provisions of the Contract Documents exactly as accepted by the Townships as described immediately above. In case of a discrepancy or omission or if the Bidder is in doubt as to the meaning of any part of the Contract Documents, it should immediately notify the Townships via their designated consultant.

2.10 Right to Reject or Accept Bids

The Townships reserves the right, which is understood and agreed to by all Bidders, to reject any or all bids; to waive any informality, non-material change or clarification in any part or provision of the submitted Contract Documents; or to accept any bid, should the Townships determine that it is in its best interest to do so. The Townships' decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid and/or its decision to reject any or all bids or to accept any bids shall be final, binding and uncontestable as to all bidders.

The Townships may consider the qualifications and experience of subcontractors, Contractors, and other persons and organizations proposed by the Bidder for portions of the work. The Townships may also consider the operating costs, maintenance requirements, performance data, guarantees and warranties, and such other factors as may be determined by the Townships as reasonable to describe or compare the relative merits of the various competing bids.

2.11 Qualifications and Experience of Bidders

Each Bidder, as an organization, must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to execute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

The experience of an employee of the Bidder is not a substitute for the required total years of experience in providing services as an organization.

2.12 Time of Completion

The Contractor shall begin work in conformance with the Notice to Proceed and contract service specifications and carry the work forward expeditiously to achieve substantial completion within the time stipulated in the Contract Documents.

The project shall be for a five-year period. The Townships may jointly or individually opt to extend the contract for a term and rates mutually agreed upon by the Contractor.

2.13 Summation of Information to Bidders

Owner:	Colerain Township, Ross Township, and Springfield Township
Project:	Residential Solid Waste, & Recycling Collection, Disposal & Processing
Location of Work:	Locations and frequencies, as stipulated in the Contract Documents
Deadline for Bid Submissions	Friday, May 15, 2015 at 11:00 a.m.
Time of Bid Opening:	Friday, May 15, 2015 at 11:15 a.m.
Place of Bid Submission and Bid Opening:	Colerain Township Administration Building 4200 Springdale Road Colerain Township, OH 45251
Bid Security:	10% of bid
Qualifications of Bidders:	As stipulated in Article 2, Qualifications & Experiences of Bidders and Bid Forms 1 thru 9
Performance Bond:	50% of the total annual cost of awarded service as stipulated in Section 900
Bids May be Held:	180 calendar days
Term:	Five year period with conditional options to extend.
Insurance Required:	As stipulated in Article 3, Contract Provisions, Rights & Duties of Contractor, 3.04 Insurance
Liquidated Damages:	As stipulated in Section 3.11, Contract Time, Time is of the Essence & Liquidated Damages

ARTICLE 3 - CONTRACT PROVISIONS

GENERAL

3.01 Project Description

Provide Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings with four or less units as more clearly defined in the Contract Documents. All single-family and multi-family dwellings with four or less units, located in the Townships have mandatory inclusion and shall be charged as described for services provided in the Contract.

3.02 Definitions

Wherever the words defined in this Section, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given as follows:

A. **ADDENDA**, refers to written or graphic instructions issued by the Townships prior to the opening of Bids which clarify, correct or change any of the Contract Documents.

B. **BID**, also referred to herein as “Proposal” means the set of documents, including the Bid Forms, signature sheets, Bid Bond, Certificates and other forms to be completed or information to be supplied or submitted therewith, prepared and submitted by the Bidder for the Work.

C. **BONDS**, refer to bid, performance, payment and maintenance bonds, and other instruments of security, requested or required by the Contract Documents.

D. **CHANGE ORDER**, means a document which is approved by the Townships’ Board of Trustees and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Time, issued on or after the Effective Date of the Contract and which is more fully described in the Contract Provisions Section entitled “Change Orders.”

E. **CONTRACT**, means the Contract Agreement entered into by and between the Townships and the Contractor, covering the Work to be performed which incorporates all Contract Documents and sets forth the terms of the agreement between the Townships and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the Contract Documents.

F. CONTRACT DOCUMENTS, means the full and collective set of documents which form the Contract, including: Invitation to Bidders; Legal Notice; Bid Proposal; Bid Bond; Non-Collusion Affidavit; Bidder's Experience and Equipment Questionnaire; Supplemental documents and information required by the specifications; Notice of Award; Notice to Proceed; Instructions to Bidders; Contract Provisions; Contract Agreement; Performance Bond, Labor and Material Payment Bond, and associated Certificates of Satisfaction and Statements of Surety; Specifications; Drawings; all Addenda issued by the Townships prior to the time of opening of Bids, if any; exceptions, changes, modifications and/or clarifications incorporated into or submitted by the Contractor along with its Bid, provided that each and every such exception, change, modification and/or clarification is specifically accepted by the Townships, in writing, as a part of the award of the Contract; and any duly executed changes, modifications and/or amendments to the Contract made and approved by the Townships' Board of Trustees prior to Contract completion and any other form or document described as part of this Contract.

G. CONTRACT PRICE, means the rates payable to the Contractor as stated in the Contract Documents.

H. CONTRACT TIME OR CONTRACT TERM, means the number of calendar days determined by the Townships for performance of the Work or the date stated in the Contract Documents for completion of the Work; Contract Time commences in conformance with the Notice to Proceed and contract service specifications.

I. CONTRACTOR means the person or persons, partnership or corporation designated as such in the Contract Agreement, acting directly or through their or its agents or employees. Where a covenant, representation, or warranty is made by the Contractor, it shall also extend to and cover any individual, agent, or employee acting for or on behalf of the Contractor.

J. DRAWINGS, means the maps which give guidance in illustrating the character and scope of the Work to be performed, and which have been prepared or approved by the Township Administrator or designee and are referred to in the full Contract Documents.

K. EFFECTIVE DATE, means the date indicated in the Contract on which it becomes effective, but if no such date is indicated, the date on which the Contract is signed and delivered by the last party to so execute.

L. TOWNSHIP ADMINISTRATOR, where the word "Township Administrators or designees" appears in the text it shall mean the Townships' Appointed Representative or designee acting within the scope of his/her duties and references the Townships.

M. SERVICE LOCATION, means within the boundaries of Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, Ross Township, 3133 Hamilton Cleve Road, Hamilton, OH 45013, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, where certain portions of the Work are to be performed or located, or any other location described in the Contract Documents.

N. MANUFACTURER, means the original equipment Manufacturer of each component to be provided under this Contract, differentiated herein by appropriate modifying terms when a particular component is involved. When the word “Manufacturer” appears herein without such modifying terms, it shall be interpreted in the general sense, unless the context clearly relates to a particular component.

O. NOTICE OF AWARD, refers to the written notice by the Townships to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and within the time specified therein, the Townships will deliver the Contract to the successful bidder for execution.

P. NOTICE TO PROCEED, refers to a written notice given by the Townships to the Contractor fixing the date on which the Contract Time will commence and on which the Contractor shall commence performance of its obligations under the Contract Documents.

Q. TOWNSHIPS, Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, Ross Township, 3133 Hamilton Cleve Road, Hamilton OH 45013 and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, the party of the first part, or any officer or agent duly authorized (in writing) to act for the said party of the first part, in the execution of the Work called for under this Contract, such officers or agents acting within the scope of their duties as authorized in a writing signed by the Administrator.

R. PROJECT, means the total Work to be provided under the Contract Documents.

S. PROJECT SCHEDULE, refers to the schedule proposed by the Contractor, and which indicates the sequence in which the Contractor shall carry out and complete its Work and the time required therefor.

T. SEVERE WEATHER, means extreme weather conditions which cause the Service Location to be included in a governmental designated disaster area or an area of large scale governmental office and public school closings. Any claim for extension of time due to a delay attributed to Severe Weather must be mutually agreed upon by the Townships and the Contractor.

U. SPECIFICATIONS, or “Technical Specifications,” refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain details thereof.

V. SUBCONTRACTOR, refers to an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include Contractors of the Contractor and Contractors of Subcontractors.

W. WORK, means, for the Contract, all the Work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the Contract Term as prescribed herein and according to the requirements of the Township Administrators.

Wherever the words Township, Township(s) or Townships it shall be understood that the words shall have the same meaning as the appropriate singular or plural in the context of the sentence.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation, or prescription of the Administrators are intended. Similarly, the words “approved,” “acceptable,” “suitable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Administrators in each case.

RIGHTS AND DUTIES OF CONTRACTOR

3.03 Contract Responsibilities

The Contractor represents and warrants that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract nor be grounds for any claim based on unforeseen conditions.

DETAILED INSURANCE

3.04 Insurance

Proof of workers compensation insurance shall be submitted prior to starting Work. It shall be the responsibility of the Contractor to make certain that its Subcontractors comply with any such insurance requirements relating to them.

All insurance required by the Contract Documents (including this section) to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Ohio for the issuance of insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents and provided below.

All coverage shall be without voluntary deductibles, and if the insurance contains deductibles, the Contractor shall pay all costs and expenses not covered because of such deductibles. All insurance shall be on an occurrence basis.

The Contractor shall provide to the Township Administrator (with copies to each additional insured identified in the Contract Documents), prior to commencing Work, Certificates of Insurance evidencing the required insurance (as well as any other evidence of insurance requested by the Townships or any other additional insured). Each certificate shall, in addition to the insurance coverage, contain the following:

- A. Inception and expiration dates of insurance policy (ies);
- B. Limits of liability;
- C. Nature of coverage(s) provided including special hazards, if required;
- D. Name(s) of insurance company (ies);
- E. Policy number(s)
- F. Notation of deductible and self-insurance retention applicable to any contract of insurance;
- G. Notation of policy endorsement that provides for thirty (30) calendar days prior written notice to the Townships in the event of change, canceling or renewal; and
- H. Underlying insurance requirements for excess liability contracts.

The Townships will accept no certificate which exculpates the issuer or reduces any right conferred on the Townships by the above certificates, nor will the Townships accept certificates unless the certificates bear the signature of a direct representative of the insurance company authorized to do business in Ohio.

The Contractor will furnish a certificate of renewal or extension of the policy for a policy that expires during the term of this contract thirty (30) calendar days prior to the expiration date of the policy.

Contractor's Liability Insurance

The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law.

A. Claims under workers' compensation, disability benefits and other similar employee benefit acts pursuant to the amounts provided in B 2 below.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death (including wrongful death) of the Contractor's employees; Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employers' Liability:

- 1. Bodily Injury by accident \$100,000 for each accident

2. Bodily Injury by disease \$500,000 policy limit
3. Bodily Injury by disease \$100,000 for each employee

C. Claims for damages because of bodily injury, sickness or disease, or death (including wrongful death) of any person other than the Contractor's employees.

D. Claims for damages insured by customary personal injury liability coverage which are sustained:

1. By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or

2. By any other person for any other reason

E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

The Contractor's liability insurance shall eliminate the exclusion with respect to property under the care, custody and control of the Contractor for not less than the following amounts:

1. General Aggregate
(except Products - Completed Operations): \$2,000,000
2. Personal and Advertising Injury
(per person/organization): \$1,000,000
3. Each Occurrence
(Bodily Injury & Property Damage): \$1,000,000

4. Property Damage, Liability Insurance will provide explosion, collapse, underground coverages where appropriate

5. Excess Liability
General Aggregate: \$1,000,000
Each occurrence: \$1,000,000

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle

1. Automobile Liability
Bodily Injury
Each Person \$1,000,000
Each Accident \$1,000,000

And

Property Damage

Each Accident \$1,000,000

Or

2. Combined Single Limit

(Bodily Injury and Property Damage)

Each Accident \$1,000,000

The policies of liability insurance so required by above to be purchased and maintained shall:

A. With respect to insurance required by paragraphs 3, 4, 5 and 6 include as additional insureds (subject to any customary exclusion in respect of professional liability) the Townships, and any other persons or entities identified by the Townships, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds

B. Include completed operations insurance

C. Include contractual liability insurance covering the Contractor's indemnity obligations with coverage of not less than

1. General Aggregate \$1,000,000

2. Each Occurrence
(Bodily Injury & Property Damage) \$1,000,000

D. Remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Contract Documents

Waiver of Rights

The Townships and Contractor intend that all policies purchased related to the Work will protect the Townships, and all other persons or entities identified by the Townships to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

The Townships and the Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages cause by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and all other persons or entities identified by the Townships to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance otherwise payable under any policy so issued.

3.05 Permission to Sublet or Assign

The Contract Agreement may not be assigned by the Contractor nor may any obligation of the Contractor under the Contract Documents be assumed by any other person or third party without the prior written consent of the Townships and concurrence by the surety(s). The Contractor shall be required to present a request for such an assignment to the Townships, in writing, for consideration and approval, and the assignment shall be consummated only upon receipt of the written approval of the Townships. In the case of the Townships' approval, the Contractor shall file copies of all related legal documents with the Townships. The Contractor may execute portions of this Contract through any of its subsidiaries, affiliates, Subcontractors, or licensees, however, the Townships will administer this Contract solely through the Contractor and will not deal directly with any subsidiary, affiliate, Subcontractor or licensee.

3.06 Concerning Subcontractors and Others

The Contractor shall not employ any Subcontractor, or other person or entity for the performance of the work, including those initially acceptable to the Townships as indicated in the next paragraph below, whether initially or as a substitute, against whom the Townships may have a reasonable objection. In the event the Contractor fails or refuses to replace, within a reasonable time, any Subcontractor, other person or entity working for the performance of the work, to which the Townships has taken reasonable objection, the Townships may stop the Contractor's performance until such time that a replacement is effectuated. The Contractor shall be liable for any and all damages related to any stoppage of the Contractor's performance under this Section. This Section shall not limit the Townships' right to recover for breach of Contract or any other legally recognizable cause of action.

The Contractor shall establish the qualifications of all Subcontractors and will make sure that they comply with the insurance requirements according to Section 3.04. In addition, the Contractor shall establish that Subcontractors providing any professional services have adequate professional liability insurance. The Townships' acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor or other person or organization working at the Townships may be revoked upon the Townships' written objection, in which case the Contractor shall submit a substitute acceptable to the Townships. No acceptance by the Townships of any such Subcontractor or other person or organization shall constitute a waiver of any right of the Townships to reject defective Work.

The Contractor shall be fully responsible to the Townships for all acts and omissions of its Subcontractors and other persons and entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for its own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor or other person or entity any contractual relationship between the Townships and any such Subcontractor or other person or entity, nor shall it create any obligation on the part of the Townships to pay or to see to the payment of any monies due any such Subcontractor, or other person or entity.

All Work performed at the Townships for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the terms, conditions, requirements and prohibitions of the Contract Documents for the benefit of the Townships. Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the Contractor's property insurance, the agreement between the Contractor and the Subcontractor will contain provisions whereby the Subcontractor waives all rights against the Townships, the Contractor and all other additional insureds for all losses and damages caused by arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or any other entity engaged to do the Work, the Contractor will obtain the same.

With regard to any claim or dispute with respect to payment of a Subcontractor at any tier, the Contractor expressly agrees to defend, indemnify and hold the Townships harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, Subcontractors and material men. The Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction and shall keep the Townships advised as to all developments.

A list of all Subcontractors must be submitted at the time of bid opening with the bid proposal for Townships' review and approval of Subcontractors.

Supervision - Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies with the requirements of the Contract Documents.

The Field Route Supervisor will be the Contractor's representative at the service location and shall have authority to act on behalf of the Contractor.

RIGHTS AND DUTIES OF TOWNSHIPS

3.07 Authority of the Townships

The Townships shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive and binding on all parties.

The Township Administrators or designees shall be the representatives of the Townships during the life of the Contract and will observe the Work in progress on behalf of the Townships. The Township Administrators shall have the authority:

A. To act on behalf of the Townships to the extent expressly provided in the Contract or otherwise as approved, in writing, by the Townships' Board of Trustees;

B. To stop the Work whenever such stoppage may be necessary, in its sole discretion, to prevent improper execution of the Work, or otherwise to protect the Townships' interests;

C. To approve and direct the sequence of execution and general conduct of the Work and to direct that changes be made in such sequence when, in its sole discretion, public necessity or welfare, the interest of the Townships, or the progress of the Work will require: such approval or direction will, however, in no way relieve or diminish the responsibility of the Contractor for or in the performance of the Work.

D. To determine the amount, quality, acceptability and fitness of all Work, materials and equipment required by the Contract; and

E. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.

It shall be the Contractor's obligation to immediately document in writing with the Township Administrator or designee's signature acknowledging agreement of any and all of the above. If the Contractor shall fail to immediately so document and so obtain the Township Administrator or designee's written agreement and signature, the purported exercise of the authority of the Township Administrator or designee's cannot be used against the Townships, its employees, agents, or its Board members by any person or entity.

Any delay, failure or omission of the Townships to exercise any rights or powers shall not impair any such rights or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Townships alter or impair the rights of the Townships.

The Townships shall not supervise, direct or have control or authority over, nor be responsible for the Contractor's means, methods, techniques, sequences or procedures of performance of the Work or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Townships shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

3.08 Access to Work

The Townships, and its officers, agents, servants and employees may, during any hours, Monday through Friday or other such times that the Work is being performed, enter upon the service location, including the Contractor's offices and/or disposal and recycling facilities for the purpose of inspection of the Work, and the Contractor shall at all times provide safe and proper facilities therefor.

This provision shall not be interpreted as limiting or restricting, to any degree, the Townships' right to free and unrestricted access to its own property and facilities or any portion of the Work therein.

3.10 Right to Test or Inspect

The Townships reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the provisions of the Contract Documents including the Specifications.

PERFORMANCE OF CONTRACT

3.11 Contract Time, Time Is Of the Essence and Liquidated Damages

A. CONTRACT TIME

The Contractor shall commence Work on this Project immediately upon receipt of the written Notice to Proceed. Upon receipt of such Notice, the Contractor shall begin performance of the Work and shall prosecute the Work diligently to completion within the number of calendar days specified in the written Notice to Proceed. Notwithstanding receipt of the written Notice to Proceed, no Work may be commenced before all documents, schedules, items and forms (including Certificates of Insurance as applicable) are fully executed and returned to the Townships. This shall not affect the obligation of the Contractor to complete the Work within the number of calendar days and by the completion date specified in the written Notice to Proceed following receipt of the written Notice to Proceed.

Length of Contract Period – Colerain, Ross and Springfield Townships desire to enter into a Contract for a five (5) year period.

B. TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE IN COMPLETION OF THIS CONTRACT. The Contractor's attention is directed to the fact that the successful and timely completion of the entire Work within the Contract Time, is a critical element of this Contract.

C. LIQUIDATED DAMAGES

The following sections will be considered SECTION 3.11, ITEM C, as well as part of the Specifications. Please see ARTICLE 5, SPECIFICATIONS, SECTIONS 143 - SERVICE DISRUPTIONS DUE TO WEATHER; 145 - SERVICE DISRUPTIONS NON-WEATHER RELATED; 148 - MISSED AND MAKE-UP COLLECTIONS WITHIN THE CONTRACTOR'S CONTROL and 960 - LIQUIDATED DAMAGES.

3.12 Change Order Procedures

A. Townships initiated Change Order proposal request: Proposed changes in the Work that will require adjustment to the Contract Price will be issued by the Township Administrators or designees with a detailed description of the proposed change.

An estimate of the cost necessary to execute the change will be provided by the Contractor within twenty (20) days of receipt of the proposal request.

1. Include a list of quantities to be purchased and unit costs along with the total amount.

2. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor initiated Change Order proposal request: Where latest or other unforeseen conditions require modifications to the Contract, the Contractor may prepare changes by submitting a request for a change to the Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made, where requested provide survey data to substantial quantities.

3. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

C. Upon the Townships' approval of a Change Order request, the Township Administrators or designees will issue a Change Order for signatures of Townships and Contractor.

3.13 Applications for Payment

The following sections will be considered Section 3.13, as well as Article 5, Specifications, Section 720 - ADJUSTMENTS & PAYMENTS INDEXING, Section 721- PETITION FOR UNUSUAL OR UNANTICIPATED COSTS, Section 730 – CONTRACT DEPOSIT FUND.

3.14 Reserved

3.15 Townships-Furnished Materials and Equipment

The Contractor shall furnish all materials and equipment required to complete the Work, except those specified herein (if any) to be furnished by the Townships. Townships-furnished materials and equipment shall be made available to the Contractor at the location specified herein.

All materials supplied by the Townships shall be the responsibility of the Contractor to pick up, delivery and unload at the work site. The Contractor shall be responsible for receiving, inspecting and unloading all materials and equipment delivered to the specified delivery location and is responsible for determining whether such materials and equipment were delivered in good condition.

All costs of inspecting, handling, transportation from the specified location to the site of Work, storage, and integrating Townships-furnished materials and equipment shall be borne by the Contractor.

After any Townships-furnished material or equipment has been received by the Contractor, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Townships-furnished materials and equipment. The Townships will deduct from any monies due or to become due the Contractor any cost incurred by the Townships in making good such loss due to the Contractor's handling, storage, or use of Townships-furnished materials and equipment. After any Townships-furnished material or equipment has been received by the Contractor, it shall become part of the Work for purposes of this Contract.

3.16 Inspection of the Work

All Work shall be subject to inspection by the Townships. The Townships shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

3.17 Reserved

3.18 Reserved

3.19 Reserved

3.20 Acceptance of Final Payment Constitutes Release of Townships

Acceptance by the Contractor of final payment shall release the Townships and any representative of the Townships, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act, omission or neglect of the Townships and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under this Contract. Failure of the Townships or any of its agents or representatives during the progress of the Work to discover or reject Work not in accordance with the Contract Documents shall not be considered an acceptance or a waiver of defects therein, and payment to the Contractor by the Townships or residents shall not be considered an acceptance of the Work which are not strictly in accordance with the Contract Documents.

3.21 Disputes and Claims

As an express condition precedent to the Contractor's right to file a claim pursuant to this Section, the Contractor shall provide to the Townships all materials utilized by the Contractor in preparation of its bid, including, but not limited to all worksheets, quotations, calculations, pricing data, estimates and correspondence relating thereto, and shall present in writing to the Townships evidence of any claim or dispute, including evidence regarding liability, causation and damages, sufficient to enable the Townships to develop an opinion with respect to such claim or dispute, and such evidence must be presented to the Townships within thirty (30) days of the earlier of (i) the Contractor's first knowledge of the beginning of the event giving rise to such claim or dispute, or (ii) when, by the exercise of reasonable diligence, the Contractor should have recognized the events giving rise to such claim or dispute.

Should any dispute or controversy whatsoever arise between the Townships and the Contractor, whether sounding in breach of Contract, tort, including negligence or strict liability, or otherwise, then the Contractor shall follow all of the provisions of the Contract Documents with respect to conditions precedent to the making of claims and shall give twenty (20) days written notice to the Townships of the Contractor's intent to resort to legal action; in which case the Townships, by mailing a notice within said twenty (20) day period, may elect to require the Contractor or parties to a contract with the Contractor to proceed pursuant to the American Arbitration Association's current Commercial Industry Rules, in which case the judgment and award rendered by the arbitrators may be entered in any court having jurisdiction thereof and to the extent so determined by the arbitrators, the fees, costs and expenses of the arbitration shall be borne by the party against whom the arbitration is determined; and should the Townships not elect to proceed through the American Arbitration Association rules, the Contractor and parties who contract with the Contractor shall then be limited to an action at law initiated in Hamilton County.

The Townships may at any time demand that the Contractor be limited to the type of action to which the Townships are limited, whether legal or by arbitration, if the Townships avers that another party is liable over to it for claims by the Contractor. The Townships may initiate an action against the Contractor in arbitration, law, or equity, at its option, and the Contractor agrees that the various courts located in Hamilton County, Ohio, shall have jurisdiction of both the person and matter and the Townships in writing. If the Contractor's proceeding with the Work, or any portion thereof, under protest, the Contractor must notify the Administrators, in writing, prior to commencing of such Work.

3.22 Bonds

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor _____

Address

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address

hereinafter called the Surety, are held and firmly bound unto Colerain Township, 4200 Springdale Road, Colerain Township, OH 45251, Ross Township, 3133 Hamilton Cleve Road, Hamilton, OH 45013, and Springfield Township, 9150 Winton Road, Cincinnati, OH 45231, hereinafter called the Owner, in the penal sum of:

dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____,

20____, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the

Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owners and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

Principal _____

By _____ Title _____

Address _____

Attest: _____ (SEAL)

Surety: _____ Witness: _____

By _____

Title _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

REQUIREMENTS OF CONTRACT

3.23 Compliance with Laws and Regulations

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Townships shall not be responsible for monitoring the Contractor's compliance with any laws or regulations.

If the Contractor performs any Work that is contrary to applicable laws and regulations, the Contractor shall bear all claims, costs, losses, and damages caused by, arising out of or resulting therefrom.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Township Administrators or designees.

The Contractor shall at all times itself observe and comply with and cause all its agents and employees to observe and comply with all such existing and future laws and regulations and shall protect and indemnify the Townships, their Board members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

3.24 Working Hours

The Contractor shall make collections in accordance with Section 120 TIMES OF COLLECTION

3.25 Reserved

3.26 Buy American

It is the desire of the Townships that items supplied under the Contract shall be manufactured and assembled in the United States of America and utilize American materials to the maximum practical extent, consistent with the needs of this Contract and the availability of products and components of American manufacture. In this respect, all items supplied under this Contract shall comply with applicable State and Federal laws relating to utilizing products, materials and supplies of local or domestic origin.

3.27 Workmen's Compensation

The Contractor agrees, in any contract involving construction or doing any work involving construction or doing any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactment, supplements or amendments thereto and shall insure its liability thereunder or file with the Townships a certificate of exemption of insurance from the Department of Labor and Industry of the State of Ohio.

3.28 Nondiscrimination/Sexual Harassment Clause

Each Contract entered into by a Governmental Agency shall contain the following provisions by which the Contractor agrees:

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

C. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

D. Contractors shall not discriminate by reason of gender, race, creed or color against any Subcontractor or Contractor who is qualified to perform the work to which the Contract relates.

E. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Townships and the Ohio Department of Administrative Services, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Ohio Department of Administrative Services.

F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

G. The Townships may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

ARTICLE 4 - CONTRACT AGREEMENT

AGREEMENT

THIS AGREEMENT, made this ____ day of __, 20____, by and between the TOWNSHIPS OF COLERAIN AND SPRINGFIELD, Hamilton County, Ohio, and ROSS TOWNSHIP, Butler County, Ohio, hereinafter called "Townships" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall provide all labor, materials, and supervision necessary to complete the project in a timely and professional manner.
2. The Contractor will provide Residential Solid Waste & Recycling Collection, Disposal & Processing for a five year period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents.
3. Terms used in the Agreement which are defined in the Contract Provisions, if included in the Contract Documents, shall have the meanings indicated in the Contract Provisions.
4. The term "Contract Documents" means and includes the following, but shall not be limited to:
 - A. Invitation to Bidders
 - B. Legal Notice
 - C. Bid Proposal
 - D. Bid Bond
 - E. Performance Bond
 - F. Bid Forms 1 through 9
 - G. Non-Collusion Affidavit
 - H. Notice of Award
 - I. Notice to Proceed
 - J. Instructions to Bidders
 - K. Contract Provisions
 - L. Agreement
 - M. Specifications
 - N. Addendums

5. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal.
6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER

COLERAIN TOWNSHIP	ROSS TOWNSHIP	SPRINGFIELD TOWNSHIP
By:	By:	By:
James Rowan, Administrator 4200 Springdale Road Colerain Township, OH 45251 513-923-5005	Robert Bass, Administrator 3133 Hamilton Cleve Road, Hamilton, OH 45013	Michael Hinnenkamp, Administrator 9150 Winton Road Cincinnati, OH 45231 513-522-1410

CONTRACTOR

ORGANIZATION	
AUTHORIZED SIGNATURE	By:
CONTACT NAME , ADDRESS AND PHONE NUMBER	

ARTICLE 5 – CONTRACT SERVICE SPECIFICATIONS

OVERVIEW

Section 10 Purpose and Intent

The Townships intend to engage the Contractor to collect Solid Waste and Recyclables subject to the actual award of services from all single-family homes, and multi-family dwellings of four units or less and to process Recyclables into marketable products. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications or Township resolutions, and shall be charged as described for services provided in the Contract

Section 11 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to Colerain, Ross and Springfield Townships. Therefore, the Townships intend to implement through contracted services a fully integrated municipal Solid Waste management program that encourages waste minimization and increases opportunities for recycling.

The Townships require the following services:

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.

Each residential unit will receive one 64 gallon cart for Recyclables. The Contractor will provide and pay for the full selection of recycling carts with universal compatibility with standard industry cart tipping mechanisms. At the end of the contract, the recycling carts shall remain the property of the Townships.

The Townships require single stream curbside collection of Recyclables that includes aluminum cans, plastic bottles & jugs, cartons,, bi-metal/steel cans, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The Contractor will bill and collect payments from property owners for services to each occupied residential unit. Billing Rates shall be established by the Contractor in the Bid Proposals as follows:

A Base Collection Rate for weekly collection of unlimited quantities of bagged or containerized Solid Waste and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home Per Month will be collected at no additional cost.

A Discounted Base Collection Rate reduced by a minimum of 20% for weekly collection of Solid Waste limited to the quantity that fits inside of a 96-gallon cart provided by the Contractor and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home Per Month will be collected at no additional cost.

Add-On Fees:

Rental of a 96-gallon cart provided by the Contractor to unlimited service accounts

Backyard service

Section 12 Reserved

Section 13 Reserved

Section 14 Reserved

Section 15 Contract Term

The Townships intends for actual collection and processing services to begin April 1, 2016 and continue for a term of five years, ending at midnight March 31, 2021. The Townships may jointly or individually opt to extend the contract for a term and rates mutually agreed upon by the Contractor.

Section 16 Reserved.

Section 17 Reserved.

Section 18 Reserved.

Section 19 Reserved.

Section 20 Definitions.

In addition to capitalized terms that are defined in the Contract Provisions and elsewhere, the following meanings apply:

“Aluminum” - the light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

“Backyard Collection Service” A location at which the Contractor must walk or drive beyond the curbside to retrieve Containers, Bags or Carts for collection. Backyard Collection Service is limited to a distance of 75 feet from the curb, except for those residential accounts which meet the criteria of the American Disabilities Act.

“Bags” – Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

“Base Collection Rate” – The monthly cost per unit for Solid Waste collection service, which includes the collection of Recyclables and one Bulk Waste Item per month at no additional cost.

“Bid Bond” – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

“Bulk Waste” – A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts.

“Cart” means a 65, or 96-gallon plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to carts throughout the contract differ slightly all other definitions, terms and requirements still apply.

Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.

“Collection Area” means that portion of the Townships in which the Contractor provides collection services as described in Section 100.

“Construction Debris” – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

“Container” means a metal or plastic receptacle used for Solid Waste, and /or Recyclables collection.

“Contract Documents” – The Request for Bids, Instructions to Bidders, Contractor’s Bid, the Bid Forms, Contract Service Specifications, the Contract, the Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the Townships and the Contractor.

“Contractor” – The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the Townships.

“Corrugated paper”—A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” –From any Structure, the nearest point at the side of a Township or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

“Curbside Recycling” means recycling services generally provided to Single Family Structures individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.

“Detachable Container” (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Townships. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

"Disposal" - The deposition, injection, dumping, spilling, leaking or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Ohio.

“Disposal Site” – A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Expanded (or foamed) Polystyrene” - EPS - SPI Code 61 commonly found in: carry-out containers (clamshells, etc.); meat and produce trays; hot cups; egg cartons.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Garbage” means all discarded putrescible Municipal Solid Waste matter but not including sewage or sewage sludge, or human excrement.

“Generator” - A person or municipality that produces or creates a Municipal Solid Waste.

“Glass” - The hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.

“Hazardous Waste” – Waste designated as hazardous by the United States Environmental Protection Agency or the Ohio Environmental Protection Agency.

“High Grade Office Paper” - White writing, typing, copying paper, lined and unlined computer paper and envelopes without windows.

“Landfill” - A municipal waste landfill

“Large Items” – Items that are too large to be placed inside a Container, Cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a Container, Cart or Bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.

“Leachate”—A liquid that has permeated through or drained from Solid Waste.

“Letter of Credit” – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Townships) for non-performance in amounts and under conditions as may be specified in the agreement.

“Marketed”—The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

"Municipal Solid Waste" - Any Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities. For the purpose of this contract, the term does not include source-separated recyclable materials.

“Municipal Solid Waste Landfill”—A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Municipal Solid Waste Management Plan”—A comprehensive plan for an adequate Municipal Solid Waste management system in accordance with the Ohio Revised Code.

“Multi-Family Dwellings”- Structures for residential living consisting of attached units.

“Performance Bond” – A corporate surety bond that guarantees compensation to the Townships in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit”—A permit or similar approval issued by the OEPA or the appropriate regulatory agency in the state in which the facility is located, to operate a Municipal Solid Waste disposal or processing facility, or to beneficially use Municipal Solid Waste.

"Processing" - Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Recyclables” means mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

“Recycle” or “Recycling” - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Solid Waste or the mechanized separation and treatment of Municipal Solid Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

"Recycling Facility" - A facility employing a technology that is a process that separates or classifies Municipal Solid Waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for Solid Waste nor composting facilities or resource recovery facilities.

“Refuse” – Discarded waste materials in a solid or semi- liquid state, consisting of Garbage, rubbish or a combination thereof.

“Residential Unit” – A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking, and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

“Residence, Residential” means any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

“Solid Waste” means Refuse, Garbage, and Municipal Solid Waste, but not including sewage or sewage sludge, human excrement.

"Source-separated Recyclable Materials"- Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

“Structure” means all single family homes, and multi family dwellings of four units or less as well as multi family dwellings of more than four units It also means those Township Facilities that the Townships may at its sole discretion include in the Contract.

“Townships” means Colerain Township and the Springfield Township located in Hamilton County, Ohio, and Ross Township located in Butler County, Ohio.

“Total Monthly Cost” - The combined total cost per month of Collection Service for Solid Waste, and Recyclables, Backyard Service.

“Wheeled Container” means a 64, or 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and Wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to wheeled throughout the contract differ slightly all other definitions, terms and requirements still apply.

"White Goods" shall include all major appliances (with Freon removed) such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Section 30 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by Township ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Solid Waste collected by the Contractor from the Structures specified by the Townships at a permitted facility;

9. Processing and Marketing Recyclables collected by the Contractor from the Structure's specified by the Townships; and
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 40 OSHA, Health and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Ohio Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, and Recyclables.

Section 50 Vehicle Specifications

The Contractor must take into consideration in the selection of collection vehicles for this Contract that for many roadways, private drives, and developments the use of large capacity collection vehicles is prohibitive. In addition, cul-de-sacs are prevalent throughout the Townships and could affect the size and turning radius of collection vehicles. The Contractor is expected to provide vehicles to meet any conditions which may be encountered and that meet the equipment specifications. A list of these private roadways, and drives may be provided upon request.

All vehicles used for collection shall be registered with the State of Ohio, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be no more than 5 years old and in good operating order.

Collection vehicles shall be sufficient in number and capacity to service all Structures at the frequency and level of collection specified. If, on an ongoing basis, the Contractor cannot complete the routes with the number and types of vehicles and personnel proposed, the Townships can require the Contractor to provide additional vehicles equal to those proposed and additional personnel to perform the collection services as specified. The Townships will notify the Contractor when route performance fails to comply with the specified service standards to the extent that added vehicles and personnel are warranted. Failure to provide sufficient vehicles and personnel in the time approved by the Townships will result in a penalty.

Collection vehicles shall be painted in Contractor's color, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall be individually numbered, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Townships.

Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Ohio.

Section 60 Ownership of Equipmen.

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than the Recycling Carts or Wheeled Containers which will become the property of the Townships at the end of the contract, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the Townships.

Section 65 Vehicle Maintenance and Inventory

The Contractor shall provide to the Townships with the bid documents the specific vehicle inventory showing each vehicle to be used in performing the Contract. The inventory shall include the make model, body type and capacity, approximate age, and vehicle identification and registration. All vehicles listed in the inventory and used in the Contract shall conform with specifications set forth in Section 50.

No later than 30 days prior to Contract implementation, (March 1, 2016) the Contractor shall confirm and verify the inventory provided with the bid documents, by providing to the Townships copies of the vehicle registration. Upon approval of the Townships, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly, provided that it meets or exceeds the specifications set forth in Section 50. The Contractor shall provide the Townships with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 70 Traffic Laws; Noise Control. Noise

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and Townships noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Townships may conduct random checks of noise emission levels to ensure such compliance.

Section 80 Contractor's Office

The Contractor shall maintain within reasonable proximity to Colerain, Ross and Springfield Townships, an office with local, toll free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with Townships staff.

Phone service shall include multiple lines and voice mail. A dedicated phone line shall be provided for direct communication with Colerain, Ross and Springfield Townships' Customer Service Personnel. The phone line shall be assigned to the Contractor's specific trained specialist in the Townships' Contract. The Contractor shall identify the specialist to the Townships. Failure by the Contractor's trained specialist to respond to the Townships' requests within one hour could result in a penalty. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

Section 90 Reserved

Section 100 Collection Area

The Contractor shall provide all collection services called for in this Contract within Colerain, Ross and Springfield Townships.

Within the Collection Area, all materials shall be collected from the same Structure on the same day of the week. The collection days shall adhere to the schedule established by the Contractor and approved by the Townships per Section 123. Procedures for allowable scheduling changes during the term of the Contract are provided in Section 123.

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur one week per month on the regularly scheduled day of waste collection.

Section 110 Placement for Collection

Unless the customer qualifies under the Townships' disability allowance for backyard Solid Waste or Recyclables collection, collections shall be made at the curbside, as determined by the Townships. Subject to special arrangements made by mutual agreement between the Contractor and the Townships on a case-by-case basis to accommodate extraordinary situations, Structures on the same side of the street on the same block shall place all Containers on the curbside.

The Contractor shall collect collection Carts, Containers or Bags placed as follows:

- 1) From properties with level planting strips, in the planting strip or driveway within five (5) feet of the curb;
- 2) From properties with sidewalks but not planting strips, on the owner's property, within five (5) feet of the sidewalk, if level;
- 3) When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area; and if the Structure has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment, the Townships will determine any disagreements over correct placement of Containers for collection. The Townships' decision shall be final and binding.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside upright position.

The Townships shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.

Section 111 Reserved

Section 112 Reserved

Section 113 Reserved

Section 114 Placement for Collection -- Multi Family Dwellings

The Contractor shall collect Solid Waste, and Recyclables from Structures defined as Multi Family Dwellings, with service as follows:

- 1) Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection. Curbside placement of Containers is preferred but shall not be required. The Townships shall determine if an alternative to Curbside Collection may be used in lieu of curbside cart collection if that service is more appropriate. The Townships shall mediate all disputes regarding location. The Townships' decision shall be final and binding.
- 2) Residents of Multi Family Dwellings must not block access from the Contractor to Carts or Containers used for the collection of Solid Waste, or Recyclables. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the Townships

Section 115 Reserved

Section 116 Reserved

Section 117 Reserved

Section 118 Reserved

Section 119 Reserved

Section 120 Times of Collection

Start times within Residential Development is restricted to 6:00AM to 6:00PM Monday through Friday. The Townships may approve start times of 5:30 AM on specific main arteries if requested by the Contractor.

Section 1121 Reserved

Section 122 Reserved

Section 123 Scheduling of Route Days for Collection

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Within 60 days of award of the Contract, the Contractor shall supply the Township(s) with a map of the Collection Area showing the day of the week Garbage and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Townships that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.

Prior to the first day of the first month of each contract quarter, the Contractor may change the day(s) of collection by giving notice to the Townships at least forty five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change. The Contractor shall provide the Townships with an electronic listing of the changes at least fourteen (14) calendar days prior to the effective date of the change. The scheduling changes and the form of notice to the customer shall be subject to the approval of the Townships.

Section 124 Private Roads

The owner(s) of private road(s) shall sign a waiver of damages provided by the Contractor, holding harmless the Townships and the Contractor for any damage that may occur on the private road(s) in the course of Solid Waste and Recyclables collection. In the event such a waiver is not signed by the owner(s) of the private road, the owners shall take their Solid Waste and Recyclables to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the respective Townships forty-five (45) days prior to commencement of contract.

Upon request by the respective Townships the Contractor shall provide a small truck for the collection of carts containing Solid Waste and Recyclables on private roads where it has been determined by the respective Townships that a larger vehicle may cause roadway damage.

Section 125 Backyard Service Option

The Contractor shall provide backyard Solid Waste and Recycling collection service to customers who pay an additional amount for backyard service.. The Contractor shall collect materials from a backyard customer when the materials are in a convenient, accessible location as near as practical to the rear of the building or top of the drive. The fee for this service is an extra charge added on to the Base Collection Rate.

Individuals that meet the criteria for the Americans with Disabilities Act and are heads of household and with no other person residing at the Structure capable of delivering the Garbage to the Curbside may qualify for Backyard Service at no additional charge.

Backyard Service will be limited to 75 feet from the curb except for those meeting the Townships' definition of disabled. Anything beyond 75 feet may be negotiated directly between the owner and the Contractor. For Backyard Service, there will be a limit on Solid Waste of two bags or one container or one cart.

Section 126 Reserved

Section 127 Temporary Discontinuation of Service

Customers who vacate their homes for a minimum of two months may temporarily discontinue service during that period. A minimum of ten (10) days advance notice shall be required.

Section 128 Solid Waste Collection Options Including Carts

The Contractor shall provide 96-gallon carts for Solid Waste as requested by residents. The Contractor shall collect Solid Waste contained in all such Carts from the Structures serviced.

Carts shall be made available under two service scenarios, unlimited or limited quantities of Solid Waste. It shall be the responsibility of the Contractor to devise a system or mechanism that distinguishes and identifies these service levels to the driver/helper. The Contractor shall provide an explanation of the system to the Townships prior to implementation.

- 1) For residents who select the Base Collection Rate for unlimited quantities of Solid Waste.
 - a. An additional fee to rent a 96-gallon cart shall apply.
- 2) For residents who select the Discounted Base Collection Rate for limited quantities of Solid Waste
 - a. The 96-gallon cart is included in the Discounted Base Collection Rate, no additional fees shall apply.
 - b. Residents selecting this option are limited to solid waste that will fit inside of the Cart with the lid closed.
 - c. The Contractor shall not collect Solid Waste in excess of the billed service level.
 - d. Waste excessively above the rim of the cart that may spill while tipping should be removed and left behind with proper notification by the driver.
 - e. If the lid cannot close securely on the Cart due to excess Solid Waste piled above the rim, and such waste will create spillage upon collection, the Contractor shall give notice to the customer that the material is in excess of allowable collection limits.
 - i. The Contractor's employee shall affix a non-collection notice to such excess Solid Waste not meeting the criteria specified above.
 - ii. The non-collection notice, approved by the Townships, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative. The Contractor shall retain the other part of the carbonless notice.
 - f. Accounts that have been given notice shall be placed on an Exception List (EL)
 - i. The Contractor shall transcribe this information on a daily basis into a format as approved by the Townships, or such other format as subsequently agreed to by mutual agreement.
 - ii. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Townships, or such other location as subsequently agreed to by mutual agreement.
 - iii. Failure by the Contractor to properly utilize this process could result in an indefensible penalty imposed on the Contractor should the customer issue a complaint to the Townships.

The Townships may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and Townships shall determine any corrective action that should occur to deter frequent Solid Waste excesses and promote recycling.

Section 129 Service Level Adjustments

Residents may request a change in their level of service no more than one time per year. The Contractor may charge a flat \$10 delivery fee for the delivery or removal of carts for due to service levels adjustments. Only one delivery fee shall be charged per customer request regardless of the number of carts involved. If the customer is discontinuing use of a cart and fails to place the cart out for retrieval by the Contractor on the scheduled day of delivery, the Contractor shall make another attempt to remove it at no additional charge. If the second attempt fails, then the Contractor may charge the customer an additional \$10 fee.

Section 130 Disposal /Processing Facilities

The Contractor shall deliver all Municipal Solid Waste collected under this Contract to a permitted facility. The disposal/processing facility must have a current and valid permit/approval by OEPA or other state regulatory agency with equivalent Municipal Solid Waste permitting authority. On the Bid Forms, the Contractor shall provide to the Townships the name, location and permit number of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 430 that the company will accept and can process Municipal Solid Waste, Garbage and Refuse collected from Colerain, Ross and Springfield Townships under this Contract.

The Contractor shall provide or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. On the Bid Forms, the Contractor shall provide to the Townships the name, location of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 400 that the company will accept and can process single stream recycling and will market the materials for legitimate recycling purposes.

The Contractor shall provide evidence throughout the contract that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the Townships.

Section 131 Reserved

Section 132 Reserved

Section 133 Reserved

Section 134 Reserved

Section 135 Scavenging

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Recyclables collection programs, sorting out from the Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Solid Waste.

Section 136 Reserved

Section 137 Reserved

Section 138 Large Item, Bulk Item and White Good Collection

The Contractor shall provide collection of Large Items, Bulk Items and White Goods one week per month on the regularly scheduled day of collection for Garbage and Recyclables.

Residents may place one Bulk Item or one White Good at the Curb for collection. Two Large Items which do not exceed twenty five (25) pounds in weight will be considered the equivalent of one Bulk Item.

Large Items, Bulk Items and White Goods shall not be placed for collection on the Curbside as to interfere with the collection of Garbage, Recycling Carts or on any street right of way or public place. The Contractor shall not be responsible for the collection of any material improperly placed for collection.

"Large Items" shall include items that are too large to be placed inside the cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a can, cart or bag and which do not meet the definition of a Bulk Item. These items include lamps, bicycles, large toys and small swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, and trash compactors and other items as agreed by the parties. Appliances must be certified Freon free.

"Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

Prior to the start of collections, the Contractor and the Township(s) will compile a comprehensive list of items meeting the definition of Large Items, Bulk Items and White Goods. The Township(s) shall have final approval of the list.

Section 139 Reserved

Section 140 Holiday Collections

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Townships will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 141 Reserved

Section 142 Reserved

Section 143 Service Disruptions Due to Weather

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed by the Contractor to clear snow and ice to provide for visibility and access of carts, bags and other material. For backyard service, residents will also be instructed by the Contractor to provide access, clear of snow and ice that allows maneuverability of the cart. Should the Contractor determine that access is not possible, the Contractor may request that trash be placed adjacent to the public roadway.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and Containers have been filled. Bulk items, white goods, and large items are still restricted to the limits in Section 138.

The Contractor shall notify the Townships as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur and regular collection service does not resume, as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside, it shall be considered a “failure”. In the event of such failure, the Townships shall deduct \$250 from the Contract Deposit Fund for each individual collection route which was not fully collected.

Section 144 Reserved

Section 145 Service Disruptions Non-Weather Related

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week.

Section 146 Reserved

Section 147 Reserved

Section 148 Missed and Make-up Collections within the Contractor's Control

Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the Townships. The Townships shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The Townships shall transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Bulk items, white goods, and large items must have tags.

Solely for the purposes of Section 148, the “business day” includes Saturday.

Notwithstanding the foregoing, the Townships may require the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Solid Waste and Recycling collection, that placement did not comply with Section 110 or that as to Multi Family Dwellings with Section 114 respectively; provided that the Contractor shall have left a Townships printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.

The Contractor, by 8:30 a.m. the next business day, must notify the Townships of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order with a Customer account number. The EL shall be transmitted electronically.

Any complaints received by the Townships between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the Townships as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

If the Townships transmit a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Townships within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the Townships by the end of the day following receipt of the miss. If the miss is on the Contractor's EL, or the miss was a late complaint call, the Contractor may charge the Townships for a special collection.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a Townships printed notice, explaining why the material was not collected. The Contractor shall also inform the Townships by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the Townships that the Contractor is not collecting these misses by the end of the day Saturday, the Townships have the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

The cost of this option along with penalties will be deducted from the Contract Deposit Fund.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

As used in this paragraph a collection complaint is limited to a missed Solid Waste or Recyclables collection, non-delivery of a Solid Waste or Recyclables collection Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

Section 150 Supplying Recycling Carts or Optional Solid Waste Carts

All Carts, shall be furnished by the Contractor. The Contractor shall provide a 65 gallon Recycling Cart for all units. The Contractor will ensure that the serial numbers of the delivered Carts are properly recorded for each address.

Optional 96-gallon Solid Waste Carts shall be delivered between seven to 15 days prior to the first scheduled day of collection for those residents that have selected that option. For the first year of the Contract, the Contractor shall deliver the Recycling Carts to each residential account no later than March 23, 2016, for service to commence on April 1, 2016. The Contractor will be responsible for delivery of Carts for exchanges and replacements. The solid waste/recycling Carts shall be designed to contain bags of solid waste or unbagged co-mingled Recyclables generated at single-family residences, and multifamily dwellings.

The Carts shall be provided with instructions for proper use, including any customer actions that would cause damage, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. Reproduction and distribution of the pamphlets shall be at the Contractor's cost.

Section 151 Wheeled Cart Specifications

The Wheeled Carts supplied by the Contractor must comply with the following Minimum Acceptable Features And Performance Requirements

Bidders shall complete the Bid Form 9 ACKNOWLEDGEMENT OF COMPLIANCE WITH CART SPECIFICATIONS to indicate if the item being proposed by the Bidder is exactly as specified.

All variations and/or exceptions must be documented as required on the ACKNOWLEDGEMENT OF COMPLIANCE WITH CART SPECIFICATIONS.

If the Township(s) of Colerain, Ross and Springfield determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications.

If awarded, the successful bidder must deliver only the container or containers that are proposed with this bid submission. Failure to provide the exact container specified will disqualify said bidder.

Manufacturing Processes And Materials

Each universal roll out cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Process

Each container must be made from the injection-molded or the rotational molded process only.

Plastic Material

Base plastic resin for the cart body and lid must be first quality high-density polyethylene (HDPE) or medium-density polyethylene (MDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.

The bidder must submit technical data sheet(s) from the resin producer.

Resin Additives

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer

The bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

Recycleability

The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.

Container Requirements

The universal roll out carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows

The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life.

ANSI Conformance:

Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” containers.

The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for “Loading and Unloading Test for Carts” must clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

Interior Construction

The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.

Stability

Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 45 mph for a 96-gallon cart and 40 mph for a 65 gallon cart when empty (based on the average wind resistance of the four sides of the cart).

Lift System

Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container. The lower bar must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating steel bar or integrally molded plastic catch bar. The length of the bar must be between 9" and 10". If the container has a free floating steel bar, it must be held in place by a latch/push pin. The latch/push pin must be located on the inside of the cart to avoid interaction with the cart tippers. Latch/push pins placed on the outside of the cart are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.

Abrasion Protection

The containers must be designed with a drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in wear strip

Rim Of Body

The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the cart from under the edge of the lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.

Lid

The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE). The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Lid counter weights are unacceptable. The manufacturer may not attach lids to containers using metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic or rustproof steel only. Attachments must be easily installed during cart assembly and uninstalled during cart disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology.

Handles

Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded cart at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

Axle

The axle must be a minimum of 5/8" diameter, high strength steel fully supported by cart body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Axles attached by means of bolts or rivets are unacceptable.

Ease Of Assembly And Disassembly

The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.

Parts Availability

All bidders will supply a listing of replacement parts available for their model container.

Color

Containers must be a distinctive color impregnated into the plastic. Painted universal refuse carts are unacceptable. Township(s) and chosen vendor will mutually determine color(s).

Load Rating

The 96-gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.

96-gallon – minimum 332 pounds

65-Gallon –minimum 227 pounds

Maneuverability

To ensure that the proposed 65 and 96-gallon container is easily operated by the citizens of Township(s) of Colerain, Ross and Springfield, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container's maximum average tipping force.

For the 96-gallon container the results of this testing may not exceed a maximum average of 77 pounds.

For the 65 gallon container the results of this testing may not exceed a maximum average of 35 pounds.

Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.

Resin Weight

The quoted container must be manufactured to achieve a minimum resin weight of the following:

96-gallon – minimum 34 pounds

65-Gallon –minimum 27 pounds

Wall Thickness

The quoted container must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism).

Capacity

The total capacity of the container body, excluding the lid, must be 95 U.S. gallons (+/- 2%) or if applicable 65 gallon (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

Wheels

Wheels shall be minimum 10” in diameter and 1.75” wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs.

MARKINGS

Serial Number Bar Codes

Each recycling cart must have a serial number branded in white on the body. The final serial number bar code shall be determined by the Township(s) of Colerain, Ross and Springfield, but will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. If required, the serial numbers must have the ability to be integrated with a radio frequency identification (RFID) tag. The manufacturer will maintain a file that will identify the date of manufacture by the serial number.

Recycling Container Logo

The Township(s) of Colerain, Ross and Springfield Recycling Logo shall be affixed by hot stamp onto both sides of the Recycling Cart body.

User Instruction

Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by the Township(s) of Colerain, Ross and Springfield.

Load Rating

The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

Warranty

The bidder must submit with its proposal a warranty specimen of the exact warranty offered for the universal refuse carts. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

If the warranty extends only to the first purchaser of containers the warranty must name the Township(s) of Colerain, Ross and Springfield as such.

The Contractor’s warranty is understood to include, whether stated in Contractor’s warranty or not, the following coverage:

Failure of the lid to prevent rainwater from entering the container when in the closed position.

Damage to the container body, lid or any component parts through opening or closing the lid. years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or any component parts through opening or closing the lid.
- Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

Section 152 Reserved**Section 153 Reserved****Section 154 Reserved****Section 155 Cart Repair or Replacement**

The Contractor shall be responsible for the repair and replacement of all Carts supplied and utilized as part of this contract except for instances of gross negligence on the part of the Resident.

Section 156 Reserved**Section 157 Reserved****Section 158 Reserved****Section 159 Reserved****Section 160 Reserved****Section 170 Reserved****Section 180 Reserved****Section 190 Implementation Plan**

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the Township(s) after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity.

- 1) Container ordering, inventory and supply procedures;
- 2) Container delivery and exchange procedures;
- 3) Procedures for documentation of customer service levels, cart serial numbers, account numbers, etc.
- 4) Procedures for notifying customers of new collection days;
- 5) Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with Township(s) staff
- 6) Procedures for transmitting information to and from the Township(s) to the Contractor;
- 7) Standards for the electronic transfer of information;
- 8) Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

Section 191 Reserved**Section 192 Reserved****Section 193 Meetings and Communication**

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase."

During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate

Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.

3) Meetings shall be held at the offices of the Townships unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 194 Reserved

Section 195 Program Information

Prior to April 1, 2016, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

- 1) Collection schedule information (day of week, time of day and collection frequency);
- 2) Material to be collected and how such material is to be prepared;
- 3) Date that customer should begin using any new Carts/Containers that are delivered;
- 4) Container placement information;
- 5) Any collection options available to the customer, such as additional Carts/Containers; and
- 6) Telephone number that customers should call for additional information, or for questions.

The above information shall also be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Townships prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor.

Section 196 Reserved

Section 197 Reserved

Section 198 Recycling Publicity

The Contractor, at the Contractor's own cost shall:

- 1) Design, produce and deliver to the Township(s) and to all Structures receiving service under this Contract “user friendly” recycling "how to" information and promotional material for each Structure at least seven days prior to the first recycling collection on April 1, 2016;
- 2) Design, produce and deliver to the Township(s) and to all Structures receiving service under this Contract yearly updates of the educational material informing customers of any problem areas, and Township(s) approved changes in the program,;
- 3) Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.

Section 199 Reserved

MANNER OF COLLECTION

Section 200 Contractor’s Responsibilities

The Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment necessary to perform the collection, processing, marketing services described in this Contract.

The Contractor shall assign a Field Route Supervisor whose responsibility is to communicate with the Townships and monitor all activities related to this Contract including but not limited to: the completion of the routes; maintenance, repair and delivery of the carts; resolution of missed pick-ups and complaints; clean-up of spillage; and equipment breakdowns. On the days of collection the Field Route Supervisor shall be physically located in Colerain, Ross and Springfield Townships to interact and communicate with route personnel and communicate with the Townships to resolve service issues and complaints. The Contractor shall provide the Field Route Supervisor with a cell phone equipped with voice mail. Failure by the Field Route Supervisor to respond to all communication from the Townships within one hour may be subject to Liquidated Damages.

The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Townships are provided reliable, courteous and high-quality Solid Waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall perform all work in accordance with the Contractor’s Bid, the Bid Documents, and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Section 210 Employee Conduct

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross

flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the Townships.

Personal Identification: The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Townships' Staff or by Generators, the Contractor's employees shall submit their identification cards for inspection.

Uniforms: The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

When the Contractor identifies unsatisfactory conduct by an employee or when the Townships notify the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Townships request of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the Townships will send a written notice, via U.S. mail, fax, or email, informing the Contractor of the unsatisfactory conduct.

Under Level Two and Three, the Townships will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax, or email, within ten (10) working days.

Written notices will identify the level of the notice, and the specifics of the incident.

Section 220 Spillage and Emergency Clean-Ups

The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. The Contractor shall immediately commence clean up of any hydraulic, transmission, or other oil spill, or commence clean up of any spillage, which creates a hazardous condition (such as a spillage involving glass). If the Township(s) notifies the Contractor of spillage or similar incidents, clean-up must commence within one hour of when the notification was delivered.

The Contractor shall provide with the bid documents a current and up to date Emergency Management Plan, which will be available in each vehicle servicing the contract. The plan shall include the procedures to be implemented in the event of a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; or other emergencies.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Townships; instructions on how to contain and mitigate the emergency.

Section 240 Customer Grievances

The Contractor's Field Route Supervisor will be responsible for adjudicating customer grievances. At the Townships' request, the Field Route Supervisor will join the Townships in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Townships shall be final and binding.

Section 300 Reserved

MATERIAL PROCESSING

Section 400 Recycling Processing Facility

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under Townships Contract. Recyclables may not be deposited as Solid Waste at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss). The Townships shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product

In the event of an assignment, subcontract, or delegation of duties for processing and marketing of Recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed.

On the form provided by the Townships, the Contractor must provide with his bid documentation, from the subcontractor or other entity (ies) proposed to be responsible for marketing and processing of Recyclables, certification of its capabilities and capacity to perform the work involved or responsibility undertaken.

The Contractor's arrangements for Recyclables, including a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing, must be submitted with the bid documents and are subject to review and approval of the Townships before the Contractor begins processing any Recyclables.

The processing system must be capable of accepting the following materials for single stream recycling: aluminum cans, cartons, plastic bottles & jugs, bi-metal/steel cans, newsprint, magazines, phone books, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected each day, and each week under this Contract.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon Townships approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations. The Recycling processing facilities shall be subject to inspection by Townships staff during business hours to determine compliance with this Contract and to verify reporting. Townships staff shall notify the facility upon arrival.

Section 430 Solid Waste Disposal/Processing Facility

The Contractor shall be responsible for disposal/ processing of Solid Waste, Garbage and Refuse collected by the Contractor under the Townships Contract at a permitted facility.

The processing facility must be permitted/approved by the OEPA or equivalent regulatory agency if located in another state, to accept Municipal Solid Waste. The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Contract stipulations, the Contractor shall arrange for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse at a facility that meets all such regulations and/or stipulations.

The Contractor's arrangements for disposal/processing of collected Municipal Solid Waste, Garbage and Refuse, including a contingency plan to avoid disruption of the collection program through a temporary shutdown in disposal/processing, shall be submitted with the bid documents and are subject to review and approval of the Townships before the Contractor begins processing any Municipal Solid Waste, Garbage, and Refuse. The disposal/processing facilities shall be subject to inspection by Townships staff during business hours to determine compliance with this Contract and to verify reporting. Townships staff shall notify the facility upon arrival.

In the event of an assignment, subcontract, or delegation of duties for the disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed.

On the form provided by the Townships the Contractor must provide with his bid documentation, from the subcontractor or other entity(ies) proposed to be responsible for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, certification of its capabilities and capacity to fully and faithfully perform the work involved or responsibility undertaken.

DISPOSAL PROHIBITION

Section 500 Contamination and Residuals

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract, or marketing materials to a third party that the Contractor knows will dispose of the materials. Violation of this Contract provision may be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor. Residuals due to processing or collection methods should average less than 15% on a regular basis.

REPORTING REQUIREMENTS

Section 600 Reserved

Section 610 Daily, Monthly, Quarterly, and Annual Reports

DAILY REPORT

The Contractor, by 9:00 a.m. the next business day, must notify the Townships of any collections the Contractor has refused or been unable to make the previous business day via the Exception List “(EL)”. The EL must be in address order with a Townships account number. The EL shall be transmitted electronically.

MONTHLY REPORT

The Contractor shall submit monthly reports, on forms provided by the Townships or in a format mutually agreed upon by the Contractor and the Townships, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:

- 1) Summary of tonnages, from weight receipts of all collected material;
- 2) Number of Structures setting out Recyclables on each route;
- 3) Summary of tonnages of all processed material sold, by type of material
- 4) Summaries of the recycling residual contamination rate, including the weight of materials collected in the Townships and disposed of due to contamination;
- 5) Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the Townships or from customers during the month including, but not limited to:
 - a) Replacement of Containers
 - b) Employee misconduct
 - c) Contractor responses to citizen's damage claims;
- 6) Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
- 7) A summary by size and type of containers delivered and containers remaining in inventory.

The Contractor and the Township Administrators or designees will cooperatively work on annual reports to the Colerain, Ross and Springfield Townships Trustees dealing with implementation and operational issues.

COMPENSATION

Section 700 Payment for Contract Services

1. The Contractor shall be solely responsible for the individual service billing of the respective property owners utilizing this service. The Township(s) may assist in the compilation and accumulation of the service billing lists but the ultimate responsibility for its preparation/compilation, accuracy and completeness rests with the Contractor. The accurate and efficient billing and administration of such documents is also the sole responsibility of the Contractor.
2. The Contractor will bill all service accounts in advance no more frequently than a three (3) times per year basis (in advance for each four (4) month period (i.e. - January-April; May-August; September-December), and no less frequently than a four times per year basis (in advance for each three (3) month period (i.e. - January-March; April -June; July-September; October-December) The contractor shall offer a five (5) percent discount for any resident paying on a yearly basis prior to the end of April of each contract year.
3. All property owners shall be billed for each occupied unit. Exceptions shall be limited to those defined in the Townships resolution regarding solid waste and recycling services.
4. Billing Rates shall be established by the Contractor in the Bid Proposals as follows:
 - a. A Base collection Rate for weekly collection of unlimited quantities of bagged or containerized Solid Waste and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home per Month will be collected at no additional cost.
 - b. A Base collection Rate *discounted by a minimum of 20%* for weekly collection of Solid Waste *limited to the quantity that fits inside of a 96-gallon cart* provided by the Contractor and Recyclables contained within a 65-gallon cart,. One Bulk Item per Home per Month will be collected at no additional cost.
 - c. **Add-On Fees:**
 - i. Rental of a 96-gallon cart provided by the Contractor to unlimited service accounts
 - ii. Backyard service when residents do not qualify under ADA.
5. The Contractor agrees to provide the Township(s) with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.

Section 710 Late and Delinquent Accounts

1. A service charge for late payment may be assessed if payment is not received after 15 days from the date payment was due.
2. Service charges for late payments may not exceed 10% per billing period.
3. Accounts will be considered delinquent if payment has not been received after 45 days from the date payment was due.

4. Services to delinquent accounts may be discontinued if payment has not been received after 60 days from the date payment was due.
5. Once payment is made, to resume service the Contractor may charge a reactivation fee not to exceed \$10.
6. The Contractor may use all legal mechanisms available to prosecute and collect from delinquent accounts whose service has been discontinued.

Section 720 Adjustments and Payment Indexing

FUEL COST ADJUSTMENT

For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to fuel cost adjustments. Fuel cost increases/decreases shall be determined by the Townships. The Townships shall make all interpretations of the components of the fuel cost adjustment calculation. On a form provided by the Township, the Contractor will submit the calculations for the fuel cost increase or decrease adjustment based solely on a formula using the information and assumptions of the Townships. Documentation from the sources of the variables must be provided with the form and calculations.

INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS

1. ROUTE MILES PER WEEK: The estimated route miles within the Townships ____, which will be adjusted for growth on February 1, 2017 and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all roadways located within the boundaries of the Townships, including private roads and in addition a standard allotment of miles covering roundtrips to all disposal /processing facilities and the origin of operation of the Contractor's vehicles; (based on information provided in Bid Form 3)
2. HOUSING UNITS: The number of residential units per week serviced ____, which will be adjusted for new starts and stops on February 1, 2017 and on the same date each contract year thereafter;
3. FUEL PER MILE: 0.25 gallons of fuel consumption per mile;
4. ROUTE VEHICLES: 2 vehicles per home; (1 vehicle for Solid Waste 12 months per year; 1 vehicle for Recycling 12 months per year;)
5. WEEKS PER MONTH: 4.33 weeks per month;
6. VARIABLES AND SOURCES
7. The variance of the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel PRICE _____ published on the date closest to February 1, 2016 compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel published on the date closest to February 1, 2017. On February 1 each contract year thereafter the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL

PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 12.; and

8. Fuel cost increases/decreases shall be calculated by March 1, 2017 and become effective April 1, 2017 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

THE FORMULA:

$$\frac{(\text{ROUTE MILES})}{(\text{FUEL PER MILE})} \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH}) =$$
$$(\text{Gallons fuel per month}) \times (\text{VARIANCE PRICE PER GALLON}) = (\text{Cost of fuel per month}) /$$
$$(\text{HOUSING UNITS}) = \text{Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit}$$

Section 721 Petition for Unusual or Unanticipated Costs

The Contractor may petition the Townships at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on Municipal Solid Waste generated by Colerain, Ross and Springfield Townships; The increase per month shall be calculated using the annual reported waste generation data per residential unit in the Townships. The Townships shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

Section 730 Contract Deposit Fund

Upon signing the Contract, the contractor shall deposit the sum of \$10,000 with Colerain Township and \$10,000 with Springfield Township in an interest bearing account, to be known as the Contract Deposit Fund, which will be maintained and controlled by the Townships. The Fund shall remain in the control of the Townships(s) throughout the term of the Contract.

The Fund shall be used by the Townships(s) solely for the satisfaction of payments, charges, and penalties provided for under the terms of the Contract. During the term of the Contract the Fund shall be replenished by the Contractor to its original amount of \$10,000 should the amount drop below \$5,000, within 30 days notification by the Townships(s). Upon termination of the Contract, any money remaining in the fund, including accumulated interest, shall be returned to the Contractor.

Section 740 Reserved

Section 750 Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

Section 760 Hiring Preference

The Contractor and subcontractors shall give hiring preference to any Solid Waste, or Recyclables collection workers who are displaced as a result of the Townships awarding this Contract.

Section 770 Reserved

Section 780 Reserved

Section 790 Reserved

EQUAL OPPORTUNITY/NON-DISCRIMINATION

Section 800 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint venturers.

The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 810 Reserved

Section 820 Non-Discriminatory Service

The Contractor will not discriminate against any customer or Townships resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

SECURITY; LIABILITY; DAMAGES

Section 900 Performance Bond

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract.

Said bond or letter of credit must be in the amount of 50% of the total annual cost of awarded service.

The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the Townships of the renewability of the current bond at least 90 calendar days before it expires.

The bond shall be for the use and benefit of the Townships, with a surety company authorized to do business in the State of Ohio and acceptable to the Townships. Said bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

Such bond shall be submitted to, and subject to approval of the Townships prior to its effective date.

Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the Townships.

Section 910 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- 1) Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the Townships, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
- 2) Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 143;
- 3) Is unable to accept, for any period of time, Recyclables for processing and as a result of such non-acceptance, collection of Recyclables is suspended; or
- 4) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the Townships shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the Townships, why the Contractor should not be declared to be in default of this Contract and Townships may make such declaration.

In declaring the Contractor to have defaulted on the Contract, the Townships also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Townships pursuant to Section 65 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the Townships to use all, or whatever portion is desired by the Townships, of the materials and equipment described on the most recent inventory submitted to the Townships pursuant to Section 65 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the Townships without requiring the Townships to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Townships to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the Townships pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the Townships be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the Townships' interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the Townships secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the Townships shall retain such difference; but in the event such cost to the Townships is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the Townships.

All payments due the Contractor at the time of default, less amounts due the Townships from the Contractor, shall be applied by the Townships against damages suffered and expense incurred by the Townships be reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Townships provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Section 920 Commitment of Equipment.

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 65 for use in the performance of this Contract (called "such property") shall be available for use in collecting Solid Waste and Recyclables in the Collection Area, and shall be available for use in processing Recyclables for the duration of this Contract. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

- 1) Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
- 2) In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the Townships to use without further documentation all or a portion of such property, at the Townships' discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the Townships pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
- 3) Exempt the Townships from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the Townships' interim usage; and
- 4) Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the Townships and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the Townships for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The Townships' approval shall not be unreasonably withheld.

Section 950 Indemnity

The Contractor(s) shall defend, indemnify and save harmless Colerain, Ross and Springfield Townships and the Townships' officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Townships or the Townships' agents, and all third parties), and/or on account of all property damage of any kind, whether

tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Colerain, Ross and Springfield Townships, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Colerain, Ross and Springfield Townships.

Section 960 Liquidated Damages

This Section is independent of Section 910. The acts or omissions, within the control of the Contractor, in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the Contract Deposit Fund as determined by the Townships.

The Townships shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis. Should the Townships neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Townships to enforce such penalty retroactively or in the future. Should the Townships neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Townships to enforce such penalty retroactively or in the future.

SECTION	OMISSION	LIQUIDATED DAMAGES
50	Unsanitary condition of vehicle exterior or interior cab	\$100 per incident
50	Failure to provide personnel and collection vehicles sufficient in number and capacity to service all Structures at the frequency and level of collection specified	\$250 per vehicle per day
80 200	Failure by the Field Route Supervisor or Customer Service trained specialist in the contract to respond to the Townships within one hour.	\$100 per incident
120	Commencement of collection prior to 6:00 a.m. except as expressly permitted	\$100 per incident (each truck on each route is a separate incident)
123	Collection from Structures on other than the day specified, including early collection due to a holiday.	\$20 per Structure, to a maximum of \$500 per truck per day
143	Failure to make collection on the next weekday when snow or ice prevents collection on the scheduled day. The Contractor shall if such conditions continue for an entire week, or more, failure to, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.	\$250 per day In addition to the above damages, the Contractor shall not be paid for work not performed.
145	Failure to collect missed Solid Waste or Recyclables, or paid specials, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
148	Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
148	Missed collection of an entire block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street.	\$150 per whole block
150	Failure to deliver or replace Solid Waste or Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
220	Failure to collect spillage	\$10 per incident

ANCILLARY PROVISIONS

Section 1000 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Townships of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 1010 Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the Townships.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Townships for the satisfactory performance of the work assumed. The Townships may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the Townships to fully and faithfully complete the work or responsibility undertaken.

Section 1020 Audit

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The

Townships may require an audit of such books and records at any reasonable time, at the Townships' expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the Townships and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 1030 Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the Townships and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 1040 Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 1050 Law; Venue

The laws of the State of Ohio and Charter of the Townships shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the available courts of Hamilton County.

Section 1060 Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by email to the parties at the following respective addresses:

To the Townships:

James Rowan, Administrator
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251
513-923-5005
jrowan@colerain.org

Michael Hinnenkamp, Administrator
Springfield Township
9150 Winton Road
Cincinnati, OH 45231
(513) 522-1410
mhinnenkamp@springfieldtp.org

Robert Bass, Administrator
Ross Township
3133 Hamilton Cleve Road
Hamilton, OH 45031
(513) 863-2337 ext. 111
rbass@rosstwp.org

To the Contractor: Contact Information as provided on Bid Form 2

Name:

Address:

Phone:

Fax:

Section 1070 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 1080 Termination

Notwithstanding any other provisions of this Contract, the Townships may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of any provision shall take effect in fifteen (15) calendar days after delivery of notice of termination

Section 1090 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide Solid Waste collection services, Contractor shall cooperate fully with Townships and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information.

Section 2000 Background Information

Appendix A includes information provided by the Townships for use by the Bidders at their own risk. The types and numbers of occupied units were derived from the best available information, but are not guaranteed to be 100% accurate. The number of units that may opt for various levels of service are purely estimates.

APPENDIX A

HOUSING UNITS AND ESTIMATED SERVICE LEVELS BY TOWNSHIP

	COLERAIN	ROSS	SPRINGFIELD	TOTAL
All Housing Units	18,981	2748	14171	35,900
Single Family	18,894	2,725	14,129	35,748
Multi-Family	87	23	42	152
Base Collection Rate Unlimited Service	15,185	2199	11,337	28,721
96-Gallon Cart Add-On Rental To Base Collection Rate Unlimited Service	5,057	732	3,775	9,564
Discounted Base Collection Rate Limited Service Includes 96 Gallon Cart	3,796	549	2,834	7,179
Backyard Service Add-On	100	20	20	140

PRIVATE ROADWAYS

Colerain

Airy Meadows	Indian Ridge	Resolute Circle
Amberway Court	Intrepid Drive	Robert Avenue
Arborwood (in apts.)	Jefre	Robert Court
Bennington Court	Lake Terrace Park	Rocker Drive (in apts)
Birchway	Lindsey Lane	Rockyridge
Brookside Drive	Little Field	Rolling Acres
Cameo	Lookover	Ropelt
Caroussel Park Circle	Manover	Russet
Cedarwoods Condos	Mapleknoll	Sandgate
Church	Marker Drive	Stahley Drive
Courageous	Miamiwoods Lane	Stateland Court
Creekview Drive	Nandale (at apts)	Statewood Court
Crosley Farm	Noralma	Sunnyside
Crossridge	Northwest	Swiss Court
Defender Drive	Pavlova	Thelmar
Elbow	Peachgrove Apts.	Topview
Elaine Stahley	Peachgrove Manor Condos	Treeline
Enchanted Way	Peachvilla Apts.	Treetop
Endeavor Drive	Pebblebrook	Waldenglen
Fannatte	Pebblehill	Willowgate
Good News Lane	Pebbleview	Windy Way
Haddington	Pinney	Woodhill
Hidden Creek Drive	Regatta Drive	Woodstate
Hiddenmeadows	Regency Square Court	Woodview

Springfield

Christmas Lane	Bridgecreek
Colorama	Parts of Finney Trail and Denier (west of guardrail)
Country Mills Lane	Paul Farms Drive
Dutchess Lane	Pineknoll Drive
Faske Lane	Safari Lane
Pepper Circle	Silvergate Drive
Central Park	Winton Hills Lane

TOWNSHIP MILES (DOUBLED FOR FUEL COST ADJUSTMENT FORMULA)

Colerain	224.80
Ross	161.2
Springfield	268