

CONTRACT

THIS AGREEMENT made on this ____ day of _____, 2013, by and between the Village of Minerva Park, State of Ohio, a corporation created and existing under the laws of the State of Ohio, hereinafter called the VILLAGE, and _____, hereinafter called the CONTRACTOR, is effective as of the 1st day of September, 2013.

VILLAGE and CONTRACTOR in consideration of the mutual covenants herein, agree with respect to the performance of rubbish, trash, recyclables and garbage collection and removal services by the CONTRACTOR and payment for those services by the VILLAGE as set forth below.

SECTION 1 – BASIC SERVICES OF CONTRACTOR

1.1 CONTRACTOR agrees to furnish all labor, materials, equipment and tools, management skills and instrumentalities, and all other things necessary, in connection with the full performance of all work required for the completion of collecting and removing all rubbish, trash, recyclables, and garbage; also yard waste (separate program) from the residences within the corporate limits of the VILLAGE; and CONTRACTOR is to further provide the necessary containers along with guidelines to accomplish a recycling program. CONTRACTOR will be responsible for all the distribution of containers and final collection of the containers should the contract be terminated.

1.2 CONTRACTOR shall:

A. Collect and remove rubbish, trash, recyclables and garbage; also yard waste (separate program) from residences of the VILLAGE on Monday of each week. The collection and removal is not to begin before 7:30 a.m. and to be completed by 6:00 p.m. unless an emergency or other uncontrollable circumstance should prevail which precludes collection and removal within the specified time. Said rubbish, trash, recyclables and garbage shall be removed from the curb line. If a legal holiday, specified hereafter, falls on Monday, which is the actual collection day of the week, the rubbish, trash, recyclables and garbage shall be collected and removed the day following the day specified, which will be Tuesday, or as mutually agreed upon by VILLAGE and CONTRACTOR. Legal holidays recognized by VILLAGE are:

- | | |
|------------------|------------------|
| New Year’s Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas |

B. Pay all lawful payroll and unemployment compensation due any government agency.

C. Furnish and use a closed packer type sanitary truck designated for the purpose of collecting and removing rubbish, trash, recyclables and garbage; and CONTRACTOR further agrees to maintain its equipment so that grease, oil, and

any other liquid or solids of any kind including liquids and solids from the refuse do not leak, spill or discharge onto the streets while the equipment is in the VILLAGE. If such spills do occur, CONTRACTOR agrees to clean up spills and repair, replace or substitute the equipment which caused the spill immediately or as soon after as is practical.

D. Weekly removal of any rubbish, trash, recyclables, yard waste and garbage from the VILLAGE community building, 2829 Minerva Lake Road. Weekly removal of rubbish, trash and garbage during the summer months from the VILLAGE'S pool, 3032 Minerva Lake Road. CONTRACTOR will provide to the VILLAGE, two roll off trash dumpsters (minimum 30 cubic yards) two times a year for the Village's community lake clean up.

E. Be and remain liable to the VILLAGE in accordance with applicable law for any damages and negligence caused by the CONTRACTOR or any of the CONTRACTOR'S officers, agents or employees in the performance of services under this agreement.

F. Data Collection and Reporting. The Contractor shall prepare and report the following data on Collection Services provided by the Contractor to the VILLAGE. Total amount of Solid Waste, Recyclable materials, and Yard Waste for each collected within the VILLAGE specified in tons every three (3) months.

1.3 The acceptance of CONTRACTOR'S work product, or payment for the services performed shall not in any way relieve CONTRACTOR of its responsibility for the performance of its work.

1.4 The CONTRACTOR will indemnify, defend and hold the VILLAGE, including their officers, employees, and agents harmless from all claims for bodily injury and property damage and expenses and costs related thereto, including attorney fees, that may arise out of any negligent acts of the CONTRACTOR'S operations in the performance of the services required by this agreement and from all claims and expenses related there to that may result from the CONTRACTOR'S breach of its obligations under this agreement.

SECTION 2 – VILLAGE RESPONSIBILITIES:

2.1 VILLAGE agrees to provide full information to CONTRACTOR as to the requirements for collection and removal of rubbish, trash, recyclables and garbage.

2.2 The VILLAGE shall assist the CONTRACTOR by providing information to residents as to restrictions on containers to be used and special instructions as may be agreed upon from time to time. Such information to include, but is not limited to, the following:

A. Containers furnished by householders shall not be over forty (40) gallons in capacity and shall not exceed fifty (50) pounds in gross weight.

B. Newspapers and magazines shall be tied in bundles or placed in acceptable containers.

C. Rubbish, trash, yard waste, recyclables and garbage shall be placed in suitable containers at the curb line for collection.

D. The terms rubbish and trash shall include all household waste material such as bottles, tin cans, food containers, ashes, and other waste materials accumulating around residential property, and the term “recyclables” includes, but is not limited to, plastic, glass, paper and aluminum.

E. The terms rubbish and trash does not include waste materials accumulated in the construction, repair, remodeling or refurbishing of buildings and residences, provided, however, if the resident calls the CONTRACTOR ahead at _____ and makes arrangements to pick up appliances, furniture, room rugs and automobile assemblies, the CONTRACTOR shall collect said items at no additional charge.

F. The term suitable container does not include oil or grease containers (barrels) of any size, small household waste paper cans, or small paper sacks.

G. The residents of the VILLAGE shall make an effort to cooperate with the CONTRACTOR and place the appropriate recyclable materials in the appropriate CONTRACTOR supplied container to be picked up by the CONTRACTOR on the same day as the regular trash. However, if CONTRACTOR has indicated that recycling will not depend on customer separating recyclables, recycling will still be maintained by CONTRACTOR.

H. Yard waste shall include tree limbs, hedge and brush clippings, grass trimmings, leaves and Christmas trees at the holiday season, and will be collected and disposed of to the extent allowed by law or as specified in other sections of this contract.

SECTION 3 – INSURANCE REQUIREMENTS

3.1 General Insurance Requirements:

The CONTRACTOR will, at its sole expense, maintain in effect at all times during performance of services under the contract, insurance coverage with limits, not less than those set forth below:

3.2 Certificate of Insurance:

Evidence of the above coverage, represented by Certificates of Insurance must be promptly furnished to the VILLAGE. This certificate of insurance must also name the Village of Minerva Park and its officers, employees and agents as

additional insured for the period of the contract. Such Certificates of Insurance will state that the VILLAGE will be notified in writing thirty (30) prior to cancellation, material change or non-renewal of insurance.

<u>Type of Insurance</u>	<u>Coverage</u>	<u>Minimum Amt's & Limits</u>
A. <u>Worker's Compensation</u>	Worker's Comp	Statutory Limits as permitted by State
B. <u>Comprehensive General Liability</u>	Bodily Injury	\$1,000,000 Each Occurrence
	Property Damage	\$1,000,000 In the Aggregate
	Premise/Operations Independent Contractors Completed Operations Broad Form Property Damage Blanket Contractual Liability	
C. <u>Comprehensive Automobile Liability</u>	Bodily Injury	\$1,000,000 per Person \$1,000,000 per Occurrence
	Property Damage	\$1,000,000 per Occurrence
D. <u>Umbrella Excess Liability Insurance</u>	Bodily Injury/	\$2,000,000 per Occurrence
	Property Damage	\$2,000,000 per Aggregate

SECTION 4 – PERIOD OF SERVICE

4.1 Village and CONTRACTOR agree that this agreement is for _____ commencing with the 1st day of September 2013 and ending on the 31st day of August _____.

SECTION 5 – PAYMENTS TO CONTRACTOR

5.1 VILLAGE AND CONTRACTOR agree that RESIDENTS will pay CONTRACTOR at the rate of \$_____ per unit for the 563 houses being serviced for a quarterly payment of \$_____ for the ____ year term of the contract.

5.2 CONTRACTOR will bill the RESIDENTS of Minerva Park directly for its services.

5.3 Deduction for Residential Units. Residential Units shall be permitted to discontinue Collection Services on a temporary basis while unoccupied due to extended vacations of (1) one month or more, or when the residential Unit is

vacant. Residential Units that are unoccupied shall not be charged for Collection Services if the Contractor has been notified. The owner of the unoccupied or vacant Residential Unit shall notify the contractor, or the Village can notify the Contractor of a vacant Residential Unit.

5.4 Permissible Pass-Through Charges.

- A.** Any and all Governmental Fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at a SWACO-Approved Recycling Services facility or a SWACO-Approved Yard Waste facility may be passed on by the Contractor. Any and all Governmental Fees decreases shall be passed on by the Contractor. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County or the Solid Waste Authority of Central Ohio. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Contractor. The Contractor shall give the Village thirty (30) days notice before any adjustment of these pass-through charges. In the event an adjustment is necessary, the Contract charge per Residential Unit shall be adjusted by an amount to be determined as follows:
- B.** The change in price per unit will be determined by the increase/decrease in fees per ton, the total number of whole tons based on collection statistics from the previous calendar year, divided by 12, divided by the number of units specified in the contract (per ton price difference x number of tons from previous calendar year / 12 / number of residential units). Adjustments to the unit contract price shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

SECTION 6 – SPECIAL CONSIDERATIONS

6.1 Violations and penalties:

The VILLAGE will notify the CONTRACTOR of the violation(s) of section 1 in writing that such violation(s) be remedied and not be repeated. Should the violation(s) be constantly repeated, the VILLAGE reserves the right to establish a penalty of not more than ten per cent (10%) of monthly payment for such violation(s). If the violation(s) are consistently repeated despite penalties, the VILLAGE may consider termination as specified below.

6.2 Termination:

A. This agreement may be terminated by either party upon forty-five (45) days written notice in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

B. Violation by the CONTRACTOR of Section 1 and Section 3 of this contract and said determination shall be the sole discretion of the VILLAGE.

C. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended and a temporary agreement will be sought with another contractor. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

6.3 Successors and Assigns:

VILLAGE and CONTRACTOR each binds itself and its partners, successors, and assigns to the other party of the agreement and to the partners, successors, executors, administrators, and assigns of the other party, in respect to all covenants of this agreement, except as above, neither VILLAGE nor CONTRACTOR shall assign, sublet or transfer its interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, not shall it be construed as giving rights or benefits hereunder to any other than VILLAGE or CONTRACTOR.

SECTION 7 – SPECIAL PROVISIONS

7.1 VILLAGE and CONTRACTOR understand and agree that the relation between parties is not that of employer to employee. CONTRACTOR is an independent contractor for all services to be performed hereunder. It is further understood and agreed neither the VILLAGE nor its agents or employees are to be held responsible or liable for any negligence of said CONTRACTOR or any of its agents or employees for any damage resulting from performance under this agreement.

7.2 The CONTRACTOR agrees to comply with all Federal, State and local laws and regulations in the collection, removal and disposal of all such waste material.

IN WITNESS THEREOF, the parties hereto have made and executed this agreement as of the first day written above.

VILLAGE OF MINERVA PARK

BY: _____
Mayor

BY: _____
(Contractor)
Municipal Contract Manager

DATE: _____

DATE: _____

ATTEST:

Fiscal Officer

Legal Counsel

DATE: _____