

# COUNCIL CHAMBER

City of Berea, Ohio

RESOLUTION No. 2018-36

By Nick Haschka Sponsored By Mayor Cyril M. Kleem  
A RESOLUTION

**RATIFYING THE DECISION OF THE DIRECTOR OF PUBLIC SERVICE TO EXERCISE A ONE-YEAR EXTENSION OF THE CONTRACT WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. FOR RESIDENTIAL, SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES, AND APPROPRIATING FUNDS THEREFORE.**

**WHEREAS**, in Ordinance No. 2012-58, the Council of the City of Berea authorized the Director of Public Service, upon the approval of the Board of Control, to enter into one or more contracts for private curbside collection of both solid waste and recyclable material, with the lowest, most responsive and responsible bidder; and

**WHEREAS**, the Director of Public Service, upon the approval of Board of Control, entered into a contract with Browning-Ferris Industries of Ohio, Inc. to provide said services, effective September 1, 2012 and terminating August 31, 2017 ("Original Contract"); and

**WHEREAS**, Article II, Section 2 of the Original Contract provides that the City shall have the option to renew the contract for three additional one-year terms; and

**WHEREAS**, with the approval of Resolution No. 2017-35, Council of the City of Berea ratified the decision of the Director of Public Service to exercise the first of the additional one-year contract extensions; and

**WHEREAS**, upon careful review of the services provided pursuant to the Original Contract and quotes from other service providers, the Director of Public Service, upon approval of the Board of Control, intends to exercise the option to renew the Original Contract in substantially the same form and terms as the Original Contract, for an additional one-year term.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Berea, State of Ohio:

**SECTION 1.** That Council of the City of Berea hereby ratifies the decision of the Director of Public Service to exercise the option to renew the contract with Browning-Ferris Industries of Ohio, Inc., in substantially the same form and terms as the Original Contract, attached hereto as Exhibit "A", to provide private curbside collection of both solid waste and recyclable material for a one-year period, commencing September 1, 2018 and terminating August 31, 2019, unless renewed as provided in Article II, Section 2.

**SECTION 2.** That the Director of Finance be, and hereby is, authorized and directed to pay out such contract sum(s) after approval by the Board of Control, and that the funds therefor are hereby appropriated from the General Fund, designated for account purposes as Fund No. 100.

**SECTION 3.** That it is found and determined that all formal actions of this Council concerning and relating to the approval of this Resolution were approved in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 4, 2018

ATTEST: [Signature]  
Clerk of Council

[Signature]  
President of Council  
APPROVED: June 5, 2018  
[Signature]  
Mayor

Approved as to Form:

[Signature]  
Director of Law

Exh. "A"

## AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES

**THIS AGREEMENT** (the "Agreement") for Residential Solid Waste Collection, Disposal and Recycling Services and for similar services for the City of Berea for Solid Waste and Recyclable Materials generated and collected within the City of Berea and at the City Service Center is entered into by and between the City of Berea, a City in the County of Cuyahoga, State of Ohio (the "City") with its offices located at 11 Berea Commons, Berea, OH 44017 and Browning Ferris Industries of Ohio Inc. (the "Contractor") with its offices located at 40195 Butternut Ridge Road, Elyria, OH 44035.

### W I T N E S S E T H

**WHEREAS**, the City, pursuant to a Motion adopted on June 18, 2012, Ordinance No. 2012-54, which authorized the City to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services; and,

**WHEREAS**, following publication of the Invitation to Bid in the Sun News on June 28, 2012 and July 5, 2012, and the opening and consideration of the Bids received for the Residential Solid Waste Collection and Recycling Services, the Bid of the Contractor has been determined by the Board of Control to be responsive and recommended that the Bid of the Contractor be accepted as the lowest and best Bid as defined in the Bid Documents; and,

**WHEREAS**, the City has considered the Bid; and the City, pursuant to Ordinance No. 2012-58 which approved the Contract and authorized the Director of Public Service to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

### ARTICLE I-- DEFINITIONS

1. **Defined Terms.** The capitalized terms used herein shall be defined as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

## ARTICLE II – TERM AND RENEWAL TERMS

1. **Term.** This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is September 1, 2012 and the initial term of this Agreement shall terminate on August 31, 2017 unless renewed as provided herein.
2. **Renewal Terms.** The City shall have the option to renew this Agreement for three additional one year terms. The City shall provide written notice to the Contractor of the City's decision to renew this Agreement within 30 days of the termination date.

## ARTICLE III – STATEMENT OF WORK

1. **Residential Solid Waste and Recycling Collection:**  
Automated collection using 95 or 65 gallon carts for solid waste and 64 gallon carts for recycling.
2. **Solid Waste Transfer and Disposal:**  
Transport all Solid Waste to a licensed Solid Waste Transfer Facility or Solid Waste Landfill.
3. **Recycling Services:**  
Deliver all source-separated Recyclable Materials to a Material Recovery Facility(s) or legitimate Recycling Facility(s) for processing.
4. **Container Services:**  
Provide and collect Solid Waste and/ or Recyclables from specified cubic yard containers located at various locations throughout the city as listed on page 8 SCOPE OF SERVICES item D. The Contractor shall collect these containers as specified each week and within twenty-four (24) hours following a request from the City Service Director for an additional collection.
5. **Customer Education:**  
See SCOPE OF SERVICES, page 9, item E, including Note:.
6. **Title to Waste:**  
Ownership of, and title to Solid Waste and Recyclable Material shall pass to the Contractor when such Solid Waste and Recyclable Material is collected by Contractor of properly disposed of at a disposal facility. Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall not pass to Contractor and shall always remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this agreement.

## ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. **Price for Residential Solid Waste Collection, Disposal and Recycling Services.**  
During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to BID FORM 4 PRICE SHEET, page 16..

These prices include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio as of July 13, 2012.

2. **Price Includes All Costs, Including Governmental Fees.**

The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as July 13, 2012. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City.

3. **Record Keeping**

a. **Solid Waste and Recycling Tonnages**

The Contractor must submit a monthly record of the total tonnage of Solid Waste collected and the total tonnage of Recyclable Materials collected for the preceding month. The report must be submitted with the monthly invoice to the City.

b. **Complaint Log**

The Contractor must submit a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The report must be submitted with the monthly invoice to the City for the preceding month. The City maintains the right to request a copy of the complaint log at any time.

4. **Billing Service and Payment.**

The Contractor shall invoice the City for services rendered at the close of each month and the City shall pay the Contractor on or before the 10<sup>th</sup> day following the end of such month. This invoice must be sent to the attention of Accounts Payable.

5. **Fuel Adjustments**

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract. The established base price of diesel fuel is \$3.638 per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment must be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website [www.eia.doc.gov](http://www.eia.doc.gov). The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of \$3.638 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or

decrease is within a range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. If Note that the Fuel adjustment formula will continue to be applied at the same incremental rate if the fuel price continues to rise above \$4.00 per gallon or fall below \$2.50 per gallon.

FUEL ADJUSTMENT TABLE	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.50 - \$2.59	- 2.50%
\$2.60 - \$2.69	- 2.00%
\$2.70 - \$2.79	- 1.50%
\$2.80 - \$2.89	- 1.00%
\$2.90 - \$2.99	- 0.50%
\$3.00 - \$3.09	Sample Base Price
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%
\$3.60 - \$3.69	+ 3.00%
\$3.70 - \$3.79	+ 3.50%
\$3.80 - \$3.89	+ 4.00%
\$3.90 - \$3.99	+ 4.50%

Fuel adjustment formula will continue to be applied at the same incremental ration if the fuel price continues to rise above \$4.00 per gallon or decreases below \$2.50 per gallon.

## ARTICLE V: PERFORMANCE BOND AND INSURANCE

### 1. Performance Bond

The Contractor shall, at its own expense, furnish a performance bond equal to the total monthly costs of collection services multiplied by 60 (the number of months for the term of the Contract). The performance bond shall be substantially in the Form of Performance Bond included in Exhibit B, which is attached hereto and incorporated herein by reference.

### 2. Insurance

The Contractor shall at all times during the Contract maintain in full force an effect the insurance coverage's listed below, including contractual liability coverage arising hereunder. All insurance shall be issued by insurers and for policy limits acceptable to the City, and Contractor shall furnish the City certificates of insurance evidencing the required insurance has been procured and is in force.

A notice of cancellation endorsement will be provided to supplement the certificate that will Provide the City with a thirty (30) day notice in the event of cancellation.

The City and its council members, officers, representatives, agents, and employees shall be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded shall be no less broad than that provided under ISO Form CG 20 10 0704 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor shall be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability and an MCS - 90 endorsement
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the

## **ARTICLE VI: INDEMNIFICATION**

### **1. Environmental Indemnity**

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnity") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, reasonable costs and expenses thereto (including those arising out of death, injury to persons, or damage to or destruction of property), and the reasonable costs and expenses thereto incident thereto which any City Indemnity may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any City Indemnity shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

### **2. General Indemnity**

The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, reasonable costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Solid Waste Collection, Disposal and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnity shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary set forth in the agreement or otherwise, the Contractor's indemnity obligations shall not extend to liability or a claim to the extent caused by the negligence or willful misconduct of the City or City Indemnitee.

## **ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1. Performance Assurance**

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days shall submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Solid Waste Collection, Disposal and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Solid Waste Collection, Disposal and Recycling Services will be available to the City and its Residents.

2. **Contractor Breach: Opportunity to Cure and Termination.**

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City shall provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, shall have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it shall have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

3. **Termination for Excessive Fuel Price Adjustment.**

In the event that the Fuel Price Adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit for the collection of Residential Solid Waste and Recyclable Materials by an amount equal to or greater than the initial price per Residential Unit accepted by the City, in the exercise of its sole discretion, may terminate this Agreement, without liability to the Contractor, and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

4. **Force Majeure**

Except with regard to a party's obligation to make payments due under this Contract, in the event



Either party hereto is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations, then upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period. "Force Majeure" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party.

### ARTICLE VIII. MISCELLANEOUS

1. **Bid Form**  
The Price Bid Form(s) attached hereto as Exhibit C, are incorporated by reference herein hereof. In the event of any conflict between the Bid Form(s) and a provision of this Agreement, this Agreement shall control.
2. **Entire Agreement**  
This Agreement and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
3. **Notices**  
Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention Dave Kidder, and to the City, attention R. James Brown, at their respective addresses set forth above. Any change in address must be given in like manner.
4. **Waiver**  
No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
5. **Applicable Law**  
This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
6. **Unenforceable Provision**  
If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent will not be unreasonably withheld. Consent shall not be required if the assignment is to an affiliate.

8. Rights or Benefits

Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

WITNESS

Karen A. Pottig

CITY OF BEREA

James P. Brown  
Name

10/28/12  
Date

WITNESS

Karen A. Pottig

BROWNING FERRIS INDUSTRIES OF OHIO, INC.

David L. Authorized Agent  
Name/Title

10-25-2012  
Date

CERTIFICATE OF DIRECTOR OF LAW

I hereby certify that I have reviewed and approved the form of the above contract, this 29<sup>th</sup> day of October, 2012.

James H. Walt  
Director of Law

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that the amount of money required to meet the expenditures called for by the above contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit to an

appropriate fund free from any previous encumbrance and not appropriated for any other purpose.

10-26-12  
Date

Dup Kavander  
Director of Finance

**BID FORM 1**  
**Bidder Identification and References**

**Bidder Identification:**

Name of Company Submitting Bid: BROWNING FERRIS INDUSTRIES OF OHIO INC  
Street Address: 40195 SOUTHERN BLVD ELYRIA OHIO 44035  
Mailing Address: SAME AS ABOVE  
Name and Title of Individual Responsible for the Administration of a Contract, if awarded:  
ERIC VAN HOUTEN GENERAL MANAGER  
Phone: 440-458-3210 Fax: 440-458-6846  
E-mail: EVANHOUTEN@REPUBLICSERVICES.COM

**References:**

Provide three (3) references of current customers receiving similar services as described in this Invitation to Bid.

Contracting Authority: CITY OF NORTH OLIMSTED  
Contract Contact and Phone Number: SCOTT THOMAS 330-410-6042  
Contract Term and Description: 5 YEARS AUTOMATED COLLECTION OF SOLID WASTE & RECYCLABLE MATERIALS

Contracting Authority: CITY OF BAY VILLAGE  
Contract Contact and Phone Number: JIM SEARS 440-899-3433  
Contract Term and Description: 10 YEARS AUTOMATED COLLECTION OF SOLID WASTE & RECYCLABLE MATERIALS

Contracting Authority: CITY OF PARMA HEIGHTS  
Contract Contact and Phone Number: MICHELLE TERESI 440-884-9607  
Contract Term and Description: 5-10 YEARS AUTOMATED COLLECTION OF SOLID WASTE & RECYCLABLE MATERIALS

**BID FORM 2**  
**Company Information**

Please provide responses to the following. Attach to this Bid Form.

1. Describe your company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees who will supervise performance of the Contract and describe their experience or provide resumes.
2. Indicate the number, type and gross vehicle weight of vehicles your company proposes to use to collect Solid Waste and Recyclables and attach photos of the equipment that would be used in performing the services requested.
3. Describe how your company will ensure that source separated Recyclable Materials are not disposed with or as Solid Waste.
4. Describe how your company will establish collection routes and indicate your proposed collection day(s) for the City.
5. Provide a list (or attach a list) of all the recyclable materials your company collects.
6. Describe the method to determine the weight of Solid Waste and Recyclable Materials collected within the City in the event that these materials are commingled in the same vehicle used to collect solid waste and recyclables generated in other communities.
7. Describe your customer service department and explain how customer questions and complaints are addressed.
8. Describe your invoicing methods and explain how your company will properly apply fuel surcharges according to the procedures established in the Form of Contract attached as Exhibit B.

BID FORM 2  
COMPANY INFORMATION

1. See attached management bios
2. We would use 6 automated trucks for trash collection and 5 automated trucks for recyclable materials collection in order to pick up the entire city on a one day per week schedule for all 5,870 homes. Gross Vehicle Weight on our trucks is 58,000lbs.
3. All MSW will be contained in a 95 gal blue cart that will be provided to each resident. All Recyclables will be contained in a 65 gal green cart. These 2 different carts styles will be serviced by 2 different but similar looking trucks.
4. We will use a Route Editor software. This software enables us to maximize the efficiency of our truck. Taking into account the weight of the trash, the number of right turns, number of times the truck would be required to back-up, number of homes per load. We would route the entire city for a 1 day collection for trash and recycling collection for all 5,870 homes with the collection day TBD.
5. Commodities we collect consist of the following:
  - OCC/Cardboard
  - Mixed Paper
  - ONP
  - HDPE Natural
  - HDPE Color
  - PET
  - Mixed Plastics (3-7)
  - Steel Cans/Metal
  - Aluminum
  - Mixed Glass
6. We do not comingle MSW and recycling material. Sometimes recycling carts will have MSW mixed in with it and that material gets sorted at our Material Recovery Facility and handled properly.
7. The Customer Service Department has been fully trained to assist customers with a live Customer Service Representative from the hours of 8:00 am to 5:00 pm Monday through Friday. We also provide an after-hours messaging system and calls are returned promptly the next business morning. The department prides itself of the customer first experience and has set the highest service standards to meet the needs of the customer. We have established a customer first email option to address questions or concerns for those customers that may not be able to contact the office during business hours and it is monitored and responded to daily. The office also provides a separate email contact for our city representatives to utilize and it is also monitored daily.
8. We offer several billing methods and payment methods to accommodate all of our valued customers. Invoices can be generated directly to the customer through the mail or online on a monthly or quarterly basis. Since we would most likely invoice the city immediately after the

month the fuel surcharge would be based on the fuel price on the first Monday of each month.

## **REPUBLIC SERVICES**

### **MANAGEMENT LIST WITH YEARS OF EXPERIENCE IN INDUSTRY**

Eric VanHouten, General Manager, 20 Years Experience

Adam West, Operations Manager, 17 Years Experience

Ralph Bagger, Residential Route Manager, 35 Years Experience

Chuck Allomong, Residential Route Manager, 33 Years Experience

Chris Buchs, Residential Route Manager, 28 Years Experience

Brian Filko, Residential Route Manager, 5 Years Experience

Matt Lavish, Residential Route Manager, 2 Years Experience



**BID FORM 3**  
**Facility Information**

Identify the facilities that would be used to manage solid waste, recyclables and yard waste in the performance of contract services, if a contract is awarded.

**RECYCLING PROCESSING FACILITY**

Name of Facility: LORAIN COUNTY RESOURCE-RECOVERY COMPLEX

Owner of Facility: PUBLIC SERVICES

Street Address: 43650 DEERLINE ELYRIAD DEERLIN OH

Facility Manager: AN SCHONE

Phone Number: 440-774-7634 Operating Hours: 7:00AM-5:00PM MON-FRI.  
SATURDAY HOURS ON HOLIDAY WEEKS

**SOLID WASTE TRANSFER STATION**

Name of Facility: N/A

Owner of Facility: \_\_\_\_\_

Street Address: \_\_\_\_\_

Ohio EPA Solid Waste Facility Identification Number: \_\_\_\_\_

Facility Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Operating Hours: \_\_\_\_\_

**SOLID WASTE LANDFILL**

Name of Facility: LORAIN COUNTY LANDFILL LLC

Owner of Facility: PUBLIC SERVICES

Street Address: 43502 DEERLINE ELYRIAD DEERLIN OH

Ohio EPA Solid Waste Facility Identification Number: CID 26024

Facility Manager: LICK KOSTELNICK

Phone Number: 440-774-5033 Operating Hours: 7:00AM-5:00PM MON-FRI.  
7:00AM-NOON ON SAT.

**YARD WASTE COMPOST FACILITY**

Name of Facility: KURTZ BROS

Owner of Facility: KURTZ BROS

Street Address: 1180 MILLER RD AVON OHIO

Facility Manager: REBBIE ZISS

Phone Number: 416-986-7040 Operating Hours: 7:00AM-6:00PM MON.-FRI.  
7:00AM-4:00PM SAT.  
DURING SEASON

**BID FORM 4**

**Price Sheet:**

**Residential Solid Waste Collection, Disposal and Recycling Services**

Indicate prices in dollars and cents where the cents amount is expressed in increments of a nickel to be charged for each of the services below.

Contract Year	Base Bid: Manual Collection			Alternate 1: Automated Collection			Disposal Cost per Ton
	Price per Residential Unit per month to collect Solid Waste and Recycling Collection Using 18-Gallon Tubs			Price per Residential Unit per month to collect Solid Waste and Recyclable Materials and to provide one 96-gallon, or 64 gallon Wheeled Cart for Solid Waste and one 64-gallon Wheeled Cart for Recyclable Materials.			Total price per ton to dispose of solid waste, including all local, county and state fees, and environment fees. *
	Solid Waste per unit/month	Recyclables per unit/month	Total per unit/month	Solid Waste per unit/month	Recyclables per unit/month	Total per unit/month	Price per ton
Year 1 8/29/12 - 8/28/13	\$ 6.45	\$ 2.50	\$ 8.95	\$ 5.45	\$ 2.00	\$ 7.45	\$ 32.75
Year 2 8/29/13 - 8/28/14	\$ 6.60	\$ 2.55	\$ 9.15	\$ 5.45	\$ 2.00	\$ 7.45	\$ 32.75
Year 3 8/29/14 - 8/28/15	\$ 6.75	\$ 2.60	\$ 9.35	\$ 5.60	\$ 2.05	\$ 7.65	\$ 33.50
Year 4 8/29/15 - 8/28/16	\$ 6.90	\$ 2.70	\$ 9.60	\$ 5.75	\$ 2.10	\$ 7.85	\$ 34.35
Year 5 8/29/16 - 8/28/17	\$ 7.10	\$ 2.75	\$ 9.85	\$ 5.85	\$ 2.15	\$ 8.00	\$ 35.20
Option Year 1 8/29/17 - 8/28/18	\$ 7.30	\$ 2.80	\$ 10.10	\$ 6.05	\$ 2.20	\$ 8.25	\$ 36.25
Option Year 2 8/29/18 - 8/28/19	\$ 7.55	\$ 2.90	\$ 10.45	\$ 6.25	\$ 2.30	\$ 8.55	\$ 37.45
Option Year 3 8/29/19 - 8/28/20	\$ 7.80	\$ 3.00	\$ 10.80	\$ 6.50	\$ 2.35	\$ 8.85	\$ 38.75

\* The per ton total must include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio.

If award is made for automated collection services, the contractor will have the ability to manually collect during a transition period, the length of which will be negotiated between the City and the Contractor.

**BID FORM 5:**  
**Price Sheet:**  
Alternate 2: Yard Waste Collection

Contract Year	Yard Waste Collection Per Unit/Month (April – October), plus Christmas tree collection in January) Price per Residential Unit per month to collect source separated, bagged yard waste from each Residential Unit and deliver to a registered compost facility Price should include any compost facility tipping fees.
<b>Year 1</b> 8/29/12 – 8/28/13	\$ 1.75 unit /month
<b>Year 2</b> 8/29/13 – 8/28/14	\$ 1.75 unit /month
<b>Year 3</b> 8/29/14 – 8/28/15	\$ 1.79 unit /month
<b>Year 4</b> 8/29/15 – 8/28/16	\$ 1.83 unit /month
<b>Year 5</b> 8/29/16 – 8/28/17	\$ 1.88 unit /month
<b>Option Year 1</b> 8/29/17 – 8/28/18	\$ 1.94 unit /month
<b>Option Year 2</b> 8/29/18 – 8/28/19	\$ 2.00 unit /month
<b>Option Year 3</b> 8/29/19 – 8/28/20	\$ 2.07 unit /month

**BID FORM 6**  
**Price Sheet: Container Services**

Indicate the cost per "pull" to be charged for dumpster or roll-off service, if necessary. These containers would be contracted on an as needed basis.

Dumpster or Roll-Off Size	Per Pull Cost
.50 cubic yard	\$ 8.00
2 cubic yard	\$ 12.00
3 cubic yard	\$ 14.00
4 cubic yard	\$ 16.00
6 cubic yard	\$ 18.00
8 cubic yard	\$ 22.00
20 cubic yard roll-off	\$ 135.00
40 cubic yard roll-off	\$ 135.00

\* PLUS DISPOSAL AT RATES PER TON FOR SOLID WASTE  
 PLUS 3% ANNUAL ESCALATORS ON PER PULL COST

**BID FORM 7**  
**Bidder's Representations and Warranties**

Each Bidder by submitting a Bid represents and warrants to the City the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection and Recycling Services.
4. Bidder shall not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Recyclable Material Processing Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term and any potential extension of the Contract.

Signature

MATTHEW NEELY AREA PRESIDENT / V.P.

Printed Name, Title

7-12-2012

Date

**BID FORM 8**  
**Non-Collusion Affidavit**

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO  
COUNTY OF Cuyahoga

CONTRACTOR Matthew Neely, being first duly

sworn, deposes and says that he is AREA PRESIDENT / V.P. of  
(Name)  
(Sole owner, partners, president, etc.)

PROWNING FERRIS INDUSTRIES OHIO INC  
(Company name)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: [Signature]

Subscribe and sworn to before me this 12 day of July, 2012.

Seal of Notary

[Signature]  
Notary Public



LYNN C WILLIAMS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 08-23-16

**BID FORM 9**  
**Personal Property Tax Affidavit**

STATE OF OHIO  
COUNTY OF CUYAHOGA, SS:

The Affiant, being first duly sworn, states that he/she is the

APPA President / V.P. OF BROWNING FERRIS INDUSTRIES OF OHIO INC  
(Title and Name of company)

And that he/she or BROWNING FERRIS INDUSTRIES OF OHIO INC  
(Name of company)

was:

(1)

Not charged with any delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for Residential Solid Waste Collection, Disposal and Recycling Services.

(OR)

(2)

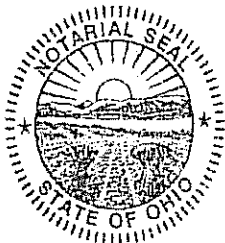
Charged with delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for Solid Waste Collection, Disposal and Recycling Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught

COMPANY B.F. of Ohio Inc. AFFIANT/

TITLE Area President / V.P.

Sworn to before me, a Notary Public, this 12 day of July, 2012



LYNN C WILLIAMS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 08-23-16

Lynn C Williams  
Notary Public  
My Commission Expires: August 23, 2016

**BID FORM 10**  
**TRAVEL, MEALS AND LODGING EXPENSE RESTRICTION FORM**

In order to comply with AG advisory opinion 90-001 concerning the question of travel, meals and lodging expenses related to Section 102.03 div. f of the ORC, the City of Berea requires that all companies or persons doing business with the City return this form, fully completed, with their bid.

In the event that the form is not returned fully completed, the bid will be considered non-responsive.

The undersigned hereby declares that any costs incurred in the promotion of its product or service, either before or after the bids are received, whereby any City employee was given an allowance for travel, meals or lodging or had same paid for directly or indirectly by the bidder or its agents, will have those costs included in the bid and identified separately as such.

IDENTIFICATION OF BID: Solid Waste Collection, Disposal and Recycling Services

COMPANY/PERSON'S NAME: PTI of Ohio Inc / Matthew Neely  
(PLEASE TYPE OR PRINT)

SIGNATURE: \_\_\_\_\_

DATE: 7.12.2012

N.B. This form is a part of the bid package and must be returned with the bid.



**BID FORM 11**  
**W-9 FORM**

Form **W-9**

Date January 2000

Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requestor. Do not  
send to the IRS.

Part of type  
See specific instructions on page 2

Name **Browning Ferris INC. OF OHIO**  
Business name, if different from above  
**Republic Services of Elyria / Allied Waste OF Elyria**

Check appropriate box: ☐ Individual ☒ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Except from backup withholding

Address number, street, and apt. or suite no. **PO Box 9001098**

City, state, and ZIP code **LOUISVILLE, KY 40290-1099**

Let account number(s) here referred

Requester's name and business (optional)

**Part II Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number  
| | | | | | | | | |  
or

Employer identification number  
**744619169411**

**Part III Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person **Ducic & Edey** Date **7/11/12**

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made in an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, for:

1. Certify the TIN you are giving is correct for you are waiting for a number to be issued;
2. Certify you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to the Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (24% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certification, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester; or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details); or
3. The IRS tells the requester that you furnished an incorrect TIN; or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return for reportable interest and dividends only; or

5. You do not certify in the requester that you are not subject to backup withholding under 4 above for reportable interest and dividend accounts opened after 1993 only.

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certification or information may subject you to criminal penalties including fines and/or imprisonment.

**misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



Bureau of Workers'  
Compensation

30 W. Spring St.  
Columbus, OH 43215-2256

Governor John R. Kasich  
Administrator/CEO Stephen Buehrer

ohiobwc.com  
1-800-OHIOBWC

## CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005515	Period Specified Below
REPUBLIC SERVICES, INC.	1st DAY OF May 2012
18500 N ALLIED WAY	1st DAY OF May 2013
PHOENIX, AZ 85054	

Subs

20005515-1	ALLIED WASTE SYSTEMS, INC.
20005515-2	DEMPSEY WASTE SYSTEMS II, INC.
20005515-3	NOBLE ROAD LANDFILL, INC.
20005515-4	CECOS INTERNATIONAL, INC.
20005515-5	BROWNING FERRIS INDUSTRIES OF OHIO, INC.
20005515-6	BFI WASTE SYSTEMS OF NORTH AMERICA, LLC
20005515-7	CHEROKEE RUN LANDFILL INC.
20005515-8	CELINA LANDFILL, INC.
20005515-9	WILLIAMS COUNTY LANDFILL, INC.
20005515-10	COUNTY DISPOSAL (OHIO), INC.
20005515-11	REPUBLIC SERVICES OF KENTUCKY, LLC
20005515-12	REPUBLIC SERVICES OF OHIO HAULING, LLC

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer  
Administrator/CEO

BWC-7201

SI-1



Bureau of Workers'  
Compensation  
20 W. Spring St.  
Columbus, OH 43215-2256

Governor John R. Kasich  
Administrator/CEO Stephen Buehrer  
ohiohwc.com  
1-800-OHIOBWC

## **CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY**

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Policy No. & Employer 20005515  REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054	Period Specified Below  1st DAY OF May 2012 1st DAY OF May 2013
--	--

20005515-13 REPUBLIC SERVICES OF OHIO I, LLC  
20005515-14 REPUBLIC SERVICES OF OHIO II, LLC  
20005515-15 REPUBLIC SERVICES OF OHIO IV, LLC  
20005515-16 REPUBLIC SERVICES OF OHIO III, LLC  
20005515-17 ALLIED WASTE NORTH AMERICA, INC  
20005515-18 REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer  
Administrator/CEO

Bond No. Bid Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Browning-Ferris Industries of Ohio, Inc. DBA Allied Waste Services of Elyria, the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Blvd, Suite 321, Mayfield Heights, Ohio 44124, the Surety, are hereby bound unto, City of Berea the Oblige, in the penal sum of Ten Percent of the first year bid price (\$ 10%) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Solid Waste Collection, Disposal and Recycling Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Oblige shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Oblige the difference between the Principal's bid and the next lowest bid; or in the event the Oblige does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Oblige an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Oblige makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Oblige delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Oblige may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 13th day of July, 2012.

Browning-Ferris Industries of Ohio,  
Inc. DBA Allied Waste Services of Elyria  
Principal

Evergreen National Indemnity Company  
Surety

By: Johanne S. Puckett  
Johanne S. Puckett Attorney-in-Fact Title

By: Jacqueline Hampton  
Jacqueline Hampton Attorney-In-Fact

Witness: Michelle Patterson  
Michelle Patterson

Witness: Don Williams

July 13, 2012

City of Berea  
11 Berea Commons  
Berea, OH 44017

RE: Browning-Ferris Industries of Ohio, Inc. DBA Allied Waste Services of Elyria

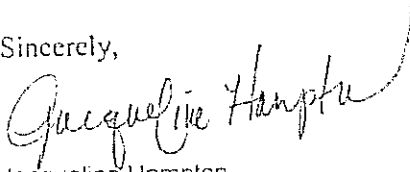
Gentlemen:

We are writing to you at the request of Browning-Ferris Industries of Ohio,  
Inc. DBA Allied Waste Services of Elyria  
This principal has or is about to submit a proposal for Bid for Residential Solid  
Waste Collection, Disposal and Recycling Services

If a contract for this work is awarded to Browning-Ferris Industries of Ohio,  
Inc. DBA Allied Waste Services of Elyria  
Evergreen National Indemnity Company  
to conduct business in the State of OH a surety licensed  
the bond as specified in the bid proposal. has agreed to act as surety on

Please let us know if you need anything further in this regard.

Sincerely,



Jacqueline Hampton  
Attorney-in-fact

Evergreen National Indemnity Company

EVERGREEN NATIONAL INDEMNITY COMPANY  
MAYFIELD HEIGHTS, OH  
POWER OF ATTORNEY

POWER NO. *Bid Bond*

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *Johanne S. Puckett and Jacqueline Hampton*

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed *N/A*

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed herunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Charles D. Hamm Jr.*  
Charles D. Hamm Jr., President  
By: *David A. Canzone*  
David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 04, 2012

*Penny M. Burns*  
Penny M. Burns, Notary Public  
My Commission Expires April 4, 2012

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.  
Signed and sealed in Mayfield Hts, Ohio this *13th* day of *July, 2012*



*Wan C. Collier*  
Wan C. Collier, Secretary

## POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Sarahbeth Scott, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

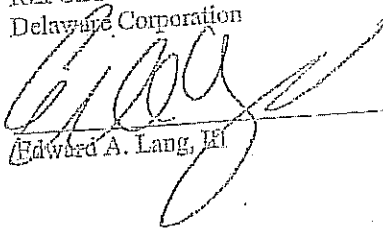
1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of July, 2011, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

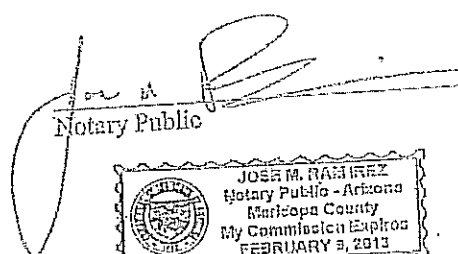
REPUBLIC SERVICES, INC., a  
Delaware Corporation

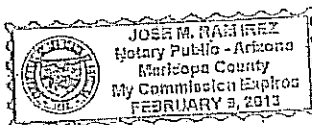
  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 29th day of July, 2011 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
Notary Public



**CONTRACT EXHIBIT A:**  
**Definitions**



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**"Bid"** means a price submitted to the City in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.

**"Bid Bond"** means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Solid Waste Collection, Disposal and Recycling Services will be entered into by the Bidder with the City.

**"Bidder"** means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.

**"Bid Documents"** means the documents prepared and furnished by the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and Exhibits thereto.

**"Bid Form(s)"** means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

**"Bulky Waste"** means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances.

**"City"** and **"City Hall"** means the City of Berea, Ohio located at 11 Berea Commons, Berea Ohio 44017.

**"Collection Vehicles"** mean those vehicles used by the Contractor to collect Solid Waste and Recyclable Materials.

**"Commencement Date"** means the first day of the first week during which the Solid Waste Collection, Disposal and Recycling Services shall commence.

**"Contract or Form of Contract"** means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into by and between the Successful Bidder and the City.

**"Contractor"** means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Solid Waste Collection, Disposal and Recycling Services.

**"Curbside"** means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line.

**"Force Majeure"** means "except with regard to a party's obligation to make payments due under this Contract, in the event either party hereto is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations, then upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period. "Force Majeure" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitations, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome."

**"Fuel Price Adjustment"** means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

**"Governmental Fees"** means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste in the State of Ohio.

**"Holiday"** means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

"Invitation to Bid" means the request of the City for Residential Solid Waste Collection, Disposal and Recycling Services.

"Instructions to Bidders" means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

"Material Recovery Facility" or "Recycling Facility" means a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and remanufacture as a product sold in commerce.

"Notice of Award" means written notification that a Bid has been accepted by the City.

"Notice to Proceed" means written notice from the City to commence the Residential Solid Waste Collection, Disposal and Recycling Services.

"Recyclables" or "Mixed Recyclables" or "Recyclable Materials" shall include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic, and corrugated cardboard.

"Recycling Services" or "Recycling Processing Services" means the collection of recyclables and recycling processing services provided by a Material Recovery Facility or Recycling Facility.

"Resident" means the adult occupant, owner or tenant of a Residential Unit.

"Residential Unit" means all single-family and two-family residential dwellings.

"Residential Solid Waste Collection, Disposal and Recycling Services" means the collection at the curb of all Solid Waste and Recyclable Materials from all single-family dwellings and all multiple family dwellings which do not share a common entrance, within the City; and, the disposal of the Solid Waste collected in a licensed Solid Waste Landfill and the processing of the Recyclable Materials collected at a Material Recovery Facility.

"Solid Waste" means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste. Also excludes unacceptable waste as defined below.

"Solid Waste Landfill" means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

"Solid Waste Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

"Successful Bidder" means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

"Term" means the duration of the Contract.

"Title to Waste" means "Ownership of, and title to Waste shall pass to Contractor when Waste is collected by Contractor or properly disposed of at a disposal facility. Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall not pass to the contractor and shall always remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this Agreement.

"Unacceptable Waste" means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

"Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

"65-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 65 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Recyclable Material collection by the Contractor.

"95-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 95 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

"Yard Waste" means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.