

# COUNCIL CHAMBER

City of Berea, Ohio

RESOLUTION No. 2017-35

By Jim Maxwell 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**, 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 ORDAINED** by the Council of the City of Berea, State of Ohio:

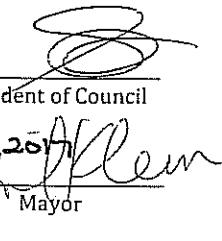
**SECTION 1.** That Council of the City of Berea hereby ratifies the decision of the Director of Public Service to exercise the option to renew the contract with Browning-Ferris Industries of Ohio, Inc., in substantially the same form and terms as the Original Contract, attached hereto as Exhibit "A", to provide private curbside collection of both solid waste and recyclable material for a one-year period, commencing September 1, 2017 and terminating August 31, 2018, 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.

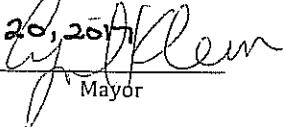
**SECTION 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions 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 Ordinance shall take effect and be in force from and after the earliest period allowed by law.

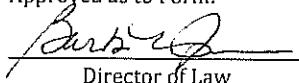
PASSED: June 19, 2017

  
President of Council

ATTEST: Allyn Eas  
G Clerk of Council

  
APPROVED: June 20, 2017  
Mayor

Approved as to Form:

  
Director of Law

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.

WITNESSETH

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 65gallon 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 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 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 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 of 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.doe.gov](http://www.eia.doe.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. 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%
<b>\$3.00 - \$3.09</b>	<b>Sample Base Price</b>
\$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

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

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.

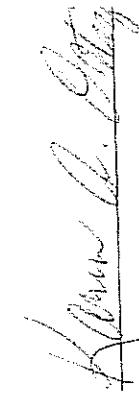
CITY OF BEREA

  
Name \_\_\_\_\_  
10/28/12  
Date \_\_\_\_\_

WITNESS

  
Name \_\_\_\_\_  
Date \_\_\_\_\_

WITNESS

  
Name \_\_\_\_\_  
Date \_\_\_\_\_

BROWNING FERRIS INDUSTRIES OF OHIO,  
INC.

  
Name \_\_\_\_\_  
Date \_\_\_\_\_

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 ELYRIA ELYRIA RD ELYRIA OH

Facility Manager: DAN SCHNEIDER

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

Ohio EPA Solid Waste Facility Identification Number: C1024024

Facility Manager: MARK KOSTER

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: ROBBIE ZISS

Phone Number: 216-986-7040 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.

	Base Bid: Manual Collection			Alternate 1: Automated Collection			Disposal Cost per Ton
Contract Year	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)
<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
<i>Option Year 1</i> 8/29/17 – 8/28/18	\$ 1.94 unit /month
<i>Option Year 2</i> 8/29/18 – 8/28/19	\$ 2.00 unit /month
<i>Option Year 3</i> 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  
 \* PLUS DISPOSAL  
 \* 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

M. H. HOWE NEG

Printed Name, Title

7-12-2012

President J.W.P

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 Wayne  
CONTRACTOR Matthew Neely  
(Name) President / Vice P.  
of  
sworn, deposes and says that he is President / Vice P.  
(Sole owner, partners, president, etc.)  
Blawing Felt Products 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.

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

STATE OF OHIO Cuyahoga, SS:

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

Area 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 BFI 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

My Commission Expires: August 23, 2016



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

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.

*John H. Mathews, President and Managing Services*

IDENTIFICATION OF BID: John H. Mathews

COMPANY/PERSON'S NAME: John H. Mathews (PLEASE TYPE OR PRINT)

SIGNATURE: 

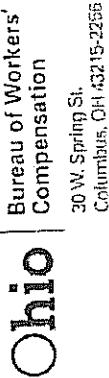
DATE: 12/2012

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

BID FORM 11  
W-9 FORM

<p>Individual information</p> <p>Enter your TIN in the appropriate box. For individuals, is this your Social Security number (SSN), flow chart, or a tax number? Also, state residence, or disregarded entity, see the Part I listing, step 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.</p>	<p>Individual information</p> <p>Enter your TIN in the appropriate box. For individuals, is this your Social Security number (SSN), flow chart, or a tax number? Also, state residence, or disregarded entity, see the Part I listing, step 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.</p>	<p>Individual information</p> <p>Enter your TIN in the appropriate box. For individuals, is this your Social Security number (SSN), flow chart, or a tax number? Also, state residence, or disregarded entity, see the Part I listing, step 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.</p>
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7/11/12	Date
Signature of Testator	Signature of Witness
<b>Purpose of Form</b> A person who is entitled to this information in law with the IRS must sign this document to request that the auditor(s) to whom it is addressed shall not consider it to be a tax return or tax document. It is not a tax return or tax document.	



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. 18500 N ALLIED WAY PHOENIX, AZ 85054		1st	DAY OF
		May 2012	May 2013

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

Ohio

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

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Policy No. & Employer 20005515	Period Specified Below
REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054	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 Elvira, 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, Ten Percent of the first year bid price 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 Obligee 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 Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee 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 Obligee 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 Obligee 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 Obligee may be instituted to recover payment hereunder or later than ninety (90) days after the Surety receives such notice.

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:

Browning-Ferris Industries of Ohio,  
Inc. DBA Allied Waste Services of Elyria  
a surety licensed  
to conduct business in the State of OH  
has agreed to act as surety on  
the bond as specified in the bid proposal.

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

Sincerely,

*Jacqueline Hampton*  
Jacqueline Hampton  
Administrator

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, 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 *NA*

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 and/or any certificate relating thereto by facsimile, 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 hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY

*Ch. D. Hamm Jr.*

By \_\_\_\_\_  
Charles D. Hamm Jr., President  
*CD*  
By \_\_\_\_\_  
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.

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 1850 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Joanne 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



CONTRACT EXHIBIT A;  
Definitions

EXHIBIT A:  
Definitions

**"Bid"** means a price submitted to the City in response to the invitation to Bid for Recommended 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 [Legal Document Submission Form](#) of 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.

“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.

70 552 - 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 Services and Recycling Services shall commence.

"Contract or Form of Contract" means the agreement for rendering Services entered into by and between the Successful Bidder and the City.

“Contractor” means the individual or entity selected as the successful Bidder and chosen to provide 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 lines or allay 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 notice giving such notice, insofar as they affect the obligations of the party giving such notice,

“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.

“Residential Mixed 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.