



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Otsego Township Curbside Recycling Services Contract #14021-20 Otsego Township

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Otsego Township Curbside Recycling Service Agreement

This Agreement ("Agreement") is made by and between the **Township of Otsego**, 400 North 16th Street, Otsego, MI 49078 ("Township"), the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 ("County") and **City Star Services, Inc., DBA Republic Services of Kalamazoo**, 2432 Gembrit Circle, Kalamazoo, Michigan 49001 ("Contractor") and sets forth the terms and conditions mutually agreed upon by the parties as follows:

1. Contractor Services

Contractor shall provide to the Township and the County, the services, products and supplies as described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the Township and the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel. Contractor further warrants to the Township and the County that all products and supplies used in conjunction with the services provided under this Agreement shall be of acceptable quality and quantity to the Township and the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A according to the terms and conditions specified in Attachment B using Resource Recovery Surcharge funds collected from the Township within thirty days following receipt of invoice with satisfactory performance by Contractor. Per language in Section 7 of the Allegan County MCL 124.508a Surcharge Interlocal Agreement entered into between the Township and the County, if the Township's Resource Recovery Surcharge Fund account has insufficient funds to cover expenses incurred as a result of this Agreement, the County shall invoice the Township for any shortfall.

3. Term of Agreement

The term of this Agreement commences on November 1, 2020 and remains in effect through October 31, 2023 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between all parties in writing.

4. Termination of Agreement

Any Party may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving ninety days' written notice to the other parties.

Upon termination notice or expiration of this Agreement, Contractor shall provide the Township and the County with the names and addresses of all households within the Township for which Contractor was providing curbside recycling services.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence work under this contract until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with an insurance carrier having an A.M. Best rating of A- or higher.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to either the Township or the County. Contractor shall be responsible to both the Township and the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. Worker's Compensation Insurance: Contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include blanket-form endorsements stating that both of the following shall be additional insureds:

Otsego Township, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

and

Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

It is understood and agreed that, by naming Otsego Township and Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance either the Township or the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall be endorsed via blanket-form endorsement to provide a thirty (30) day written notice in the event of policy cancellation, non-renewal or material change. All notices shall be sent to both: Otsego Township Supervisor, 400 North 16th Street, Otsego, MI 49078 and Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010.

If any required insurance lapses during the term of this Agreement, services and related payments shall be suspended and either the Township or the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this contract and at least ten business days prior to commencement of services under this Agreement, Contractor shall provide the Township and the County with a copy of their Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and applicable, blanket-form endorsements.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by the Township and the County. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to the Township and the County at least ten days prior to the expiration date.

6. Reporting and Review

Contractor shall report to the Township and the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the Township and the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear Contractor's name. All reports made in connection with the Contractor's services are subject to review and final approval by the Township and the County. The Township or the County may review and inspect the Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the Township or the County may review any of Contractor's records or reports relating specifically to the performance of this Agreement.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify both the Township and the County, and their respective elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of either the Township or the County, to the extent arising out of the negligence or willful misconduct in the performance of the services by Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

The parties agree that Contractor is an independent contractor. Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of either the Township or the County for any purpose, and shall not be entitled to any fringe benefits of either the Township or the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay. Contractor shall be responsible for withholding and payment of all applicable taxes, including income and social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered

by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify both the Township and the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from both the Township and the County.

10. Township and County Employees

The Contractor shall not hire any Township or County employee to perform any of the services covered by this Agreement without written authorization from that employee's employer.

11. Default

In the event of a material default by Contractor, which remains uncured for more than five (5) days after receipt of written notice from the Township or the County, the Township or the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor may not use in any form or medium the name of the Township, or supportive documentation or photographs of Township projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the Township.

Contractor may not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall comply with all applicable federal laws, state laws, local laws and Township ordinances, including, but not limited to, OSHA/MIOSHA requirements, copyright and patent laws, and the Americans with Disabilities Act. Contractor agrees to protect, defend and indemnify both the Township and the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the Township, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the Township.

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Employees of Contractor must wear apparel or other means of identification when performing services under this Contract.

18. Amendment

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by all parties.

19. Binding Effect

This Agreement shall be binding upon and inure to the benefit of Contractor, the Township and the County, their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save both the Township and the County and their respective officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Contractor.

26. Debarment or Suspension Status

The Contractor is required to certify, and by signing this contract does hereby certify, that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

Contractor promises that it has no interest which would conflict with the performance of services required by this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform the Township and the County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of either the Township or the County are permitted, either with, prior to, or after delivery of any product(s) or service(s). Any such violation shall result in cancellation and/or return of the item(s), as applicable, and removal from Bid List(s).

29. Limitation of Liability

In signing this Agreement, the parties agree that the liabilities and responsibilities of the County as a party to, and signatory of this Agreement, are limited to fulfilling the County's obligations of sending appropriate payments to the Contractor using surcharge funds available to the Township and reporting related surcharge fund activity to the Township in a manner consistent with this Agreement and the effective Allegan County MCL 124.508a Surcharge Interlocal Agreement fully executed by the Township and the County.

30. Force Majeure

Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, extreme weather, fires and acts of God, shall not constitute a breach of this Agreement.

31. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in the following order:

1. This Otsego Township Curbside Recycling Service Agreement
2. Attachment A – Scope of Work
3. Attachment B – Cost Proposal Form

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The parties hereby cause this Agreement to be executed by their duly authorized representatives, effective as of the last date signed below ("Effective Date").

CONTRACTOR:

Sign: _____

Name: _____

Title: _____

Date: _____

TOWNSHIP:

Sign:  _____

Name: Bryan Winn

Title: Supervisor

Date: September 14, 2020

COUNTY:

Sign: _____

Name: Robert J. Sarro

Title: Allegan County Administrator

Date: _____

Attachment A – Scope of Work

1. Service Description:

- 1.1 Contractor shall provide curbside recycling services to any eligible household Unit in the Township that registers to participate for curbside recycling service.
- 1.2 The number of participating household Units signed up for the curbside recycling program is subject to fluctuation.
- 1.3 A Unit is defined as an occupied dwelling within the corporate limits of the Township that is billed the recycling surcharge.
- 1.4 The Township shall periodically notify all eligible residents about the recycling collection program, including new customer sign up procedures, access to customer service and route schedules.

2. Collection Vehicles and Routes:

- 2.1 Contractor shall provide an adequate number of vehicles for regular collection services.
- 2.2 All vehicles and other equipment shall be in good repair, appearance, and in sanitary conditions at all times.
- 2.3 Each vehicle shall have clearly visible on each side the identity and telephone number of Contractor.
- 2.4 Contractor shall evaluate all private roads in the Township and notify the Township of any that are not suitable for driving on to collect recycling carts.
- 2.5 Private roads whose owners do not want Contractor's trucks to drive on or those roads which are not constructed to allow for passage of recycling trucks shall not be driven on.
- 2.6 Participating households on private roads which shall not be driven on by Contractor's trucks must bring their cart to the nearest public road for service.

3. Collection Days and Hours:

- 3.1 Collection shall be provided once a month on Friday to each of three zones as shown in the map in Exhibit A – Collection Zone Map. Changes to the collection days, collection hours and collection routes require mutual agreement between the Township and the Contractor. Any long-term changes must be affirmed through a notification to the County signed by Contractor and Township documenting the change within thirty days of implementation.
- 3.2 Changes to the collection days or collection hours requires mutual agreement between the Township and Contractor. Any long-term changes must be affirmed through a notification to the County by the Township documenting the change within thirty days' of implementation.
- 3.3 When the regularly scheduled collection day falls on or after New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day, service shall be delayed by one day for that week only.

- 3.4 The collection of recyclables in the Township shall not start before 6:00 am or continue after 6:00 pm.

4. Materials to be Collected:

- 4.1 Recyclables are to be collected as a single stream where residents can place all approved recycling material together.
- 4.2 At a minimum, the following recyclable materials are to be collected:
- 4.2.1 Newsprint;
 - 4.2.2 Paper;
 - 4.2.3 Cardboard;
 - 4.2.4 Paperboard;
 - 4.2.5 Magazines;
 - 4.2.6 Glass bottles and jars (no glass cookware);
 - 4.2.7 #1-#7 plastic jugs, bottles and containers;
 - 4.2.8 Metal cans and foil; and
 - 4.2.9 Cartons.
- 4.3 Contractor shall acquire title to the recyclable materials when loaded into Contractor's vehicle. Title to and liability for any Unacceptable Waste shall at no time pass to Republic Services. At no time shall title to, and liability for, recyclable materials and Unacceptable Waste pass to either the Township or the County. Unacceptable Waste means recyclables not identified in section 4.2 above, hazardous waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste.

5. Recycling Containers:

- 5.1 Collection shall be provided using a ninety-six gallon cart.
- 5.2 Neither the Township nor the County shall be responsible for the cost of carts or accept any liability for them.
- 5.3 One cart is to be provided to each Unit by Contractor upon request of the Unit within five business days of receipt of such request.
- 5.4 Carts provided to each Unit must be clean, without stains and in good working order. Carts may not have any deformed, cracked, missing or broken plastic or parts.
- 5.5 Carts shall be placed at the curbside for collection. Curbside refers to that portion of the right-of-way adjacent to, and typically within ten feet of, a paved or traveled Township roadway. The location of the above referenced material must be practical to Contractor and must not endanger the movement of vehicles or pedestrians.

6. Customer Service:

- 6.1 All complaints shall be made directly to Contractor and shall be given prompt and courteous attention.
- 6.2 In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the material not collected within 48 hours after the complaint is received.
- 6.3 Contractor shall provide customer service support during normal business days between the hours of 8:00 am and 4:00 pm.
- 6.4 Contractor shall provide the CRC and Township with a service delivery calendar one month prior to each calendar year end that indicates collection dates and holidays observed.

Attachment B – Cost Proposal Form

Unless otherwise noted by the Contractor in this Cost Proposal, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal taking the following into consideration:

7. Allegan County Resource Recovery Program

- 7.1 As authorized under MCL 124.508a, the Township maintains a Resource Recovery Surcharge Agreement with Allegan County that provides funding for local recycling services and supports the County's Resource Recovery Program.
- 7.2 To assist the Resource Recovery Program in achieving its goals, the Township requires Contractor to:
 - 7.2.1 Assist the County's Recycling Coordinator (CRC) in developing educational fliers to promote recycling services within the Township. Contractor is not responsible for the costs of publishing and distributing these materials.
 - 7.2.2 Provide the CRC and Township with a list with names and addresses of all participating Units within one month of each calendar year end.
 - 7.2.3 Report quarterly to the CRC on the volume of recyclable materials collected within one month of the ending of each quarter unless this information is reported on monthly billing invoices.

8. Recycling Fees

- 8.1 Contractor shall be paid per month per approved household Unit of 1735.
- 8.2 Contractor may request an update of the Unit count from the Township once per year up to thirty days prior to a scheduled rate increase. The Township shall notify the Contractor and the County of the revised Unit count prior to the scheduled rate increase.
- 8.3 The revised Unit count provided by the Township shall take effect and be applied to the next scheduled Unit rate increase per the table in Section 14.1.

9. Tipping Fees

- 9.1 If the Contractor is charged a tipping fee by the Material Recovery Facility (MRF) it uses, the Contractor can include this charge on the monthly invoice along with the weight (in tons) of recycling material delivered to the MRF.
- 9.2 Any increase in the rate appearing on the monthly invoice must be supported with a notice of fee increase from the MRF being used. Likewise, if the rate is decreased or eliminated by the MRF, this charge must be adjusted accordingly on the Contractor's monthly invoice.

10. Fuel Surcharge Recovery Fees:

- 10.1 The Contractor's fuel surcharge recovery fee shall be applied in a manner consistent with the Allegan County's Resource Recovery Fuel Surcharge Policy outlined below:

Resource Recover Fuel Surcharge Policy

Allegan County Resource Recovery contracts negotiated after April 1, 2008, will use a formula to determine the threshold price for diesel for each new contract. The average price for the month per EIA statistics prior to release of an RFP will be considered the base price. The threshold price for the contract will be determined by adding \$0.50 to that base.

For example, at the time of releasing an April 2008 RFP for recycling service, the March 2008 average price was \$3.85. Adding \$0.50 to that amount brought the threshold for the prospective contract to \$4.35. A surcharge would be applied according to Resource Recovery's new fuel surcharge policy only when the prior consecutive three month average of prices exceeds that threshold amount.

- 10.2 Per this policy, the base fuel price for this Contract is \$2.807 per gallon.
- 10.3 The CRC shall reevaluate Contractor's allowed fuel surcharge recovery fee according to the above policy if requested by Contractor within fifteen days of the start of a new quarter. The CRC shall then notify Contractor and the Township of the results within fifteen days of receiving the request from Contractor. If the evaluation determines that a fuel surcharge recovery fee is allowable, Contractor must apply it to either one of the two monthly invoices generated following notification or forfeit any surcharge recovery allowable for the previous quarter.
- 10.4 Once an allowable fuel surcharge recovery fee comes into effect, the CRC shall continue to reevaluate the fuel surcharge on a quarterly basis and notify both Contractor and the Township of any increases or decreases in the allowed fuel surcharge recovery fee within thirty days of the end of each quarter. Contractor must continue to apply the fuel surcharge recovery fee noticed by the CRC to either one of the two monthly invoices generated following each notification or forfeit any surcharge recovery allowable for the previous quarter.
- 10.5 An allowable fuel surcharge recovery fee shall remain in effect until such time the fuel surcharge falls below the base fuel price established for this contract. At such time, the CRC shall notify Contractor and Township that the base fuel price is in effect. Subsequently, Contractor shall stop adding any surcharge recovery fee to invoices and the CRC will cease to reevaluate the allowed fuel surcharge recovery fee until requested by Contractor in accordance with Section 10.3.
- 10.6 Whenever a fuel surcharge recovery fee appears on an invoice, the description must clearly indicate the year and the quarter to which it applies.

11. Change of Law:

- 11.1 Contractor may request an increase to rates to cover costs incurred by Contractor due to additional taxes, charges, surcharges and/or fees imposed by governmental authorities on the collection services of the processing site after the Effective Date of this Agreement and/or due to laws, rules, regulations and ordinances which are

passed after the Effective Date or the interpretation or enforcement of which has changed after the Effective Date which have the effect of increasing the collection services of the disposal site's direct costs. Any requested cost increases shall be provided by Contractor to all parties in writing along with supporting documentation and, if approved, shall be added to invoices and shown as an itemized additional cost without changing the effective rate per unit.

12. Performance Penalties:

- 12.1 Contractor shall report monthly to the Township and the CRC on the number of complaints and customers missed.
- 12.2 A monthly payment shall be reduced by \$200.00 when, in any month, 20 or more households do not receive recycling services on the contractually designated day. This penalty may not be implemented if the parties are working together to address service problems.
- 12.3 Residents who do not put recyclables out or place non-recyclables in the containers, and extreme hazardous weather conditions that make public or private roads impassable shall not be counted as missed recycling services.

13. Billing Procedure:

- 13.1 Monthly billing shall be calculated by multiplying the number of approved Units within the Township by the agreed upon monthly Unit rate.
- 13.2 The Township and the County are exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to the Township or the County or included on any invoices.
- 13.3 Contractor shall send an itemized monthly invoice to:

Allegan County Resource Recovery Program
Allegan County Health Department
3255 122nd Avenue
Allegan, MI 49010

14. Carts:

- 14.1 **Initial Cart:** Contractor shall provide each newly registered Household Unit with an initial ninety-six gallon recycling cart at no charge.
- 14.2 **Additional Cart(s):** Upon request, Contractor shall lease additional carts to residents and bill the resident directly at a rate of \$3.00 per month. Contractor shall provide and deliver additional carts at no charge.
- 14.3 **Replacement Cart(s):** Upon request, Contractor shall provide and deliver a replacement cart to a resident. Contractor may charge up to \$70.00, billed directly to resident, to replace a cart that has been lost or has been damaged through improper use.

15. Cost Table:

- 15.1 Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing. Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

Collection Frequency:	Once per Month
Calendar period	Rate per Unit
November 1, 2020 to October 31, 2021	\$3.18
November 1, 2021 to October 31, 2022	\$3.29
November 1, 2022 to October 31, 2023	\$3.41

Material Recycling Facility Name:	HIMCO, Indiana*
Rate Per Ton:	\$70.00

* Processing costs per ton will be based on the Kent County Recycling Facility and be charged to the Township. Rate per ton is subject to change per Section 9.

Exhibit A – Collection Zone Map

