

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

This Contract is between _____, hereinafter called "**Contractor**," and **Columbia Township**, 5686 Kenwood Rd, Cincinnati, OH 45227 (Hamilton County), hereinafter called "**Township**."

In consideration of their mutual promises and the benefits to be obtained by each, the parties agree as follows:

SECTION 1

Contractor shall be the exclusive provider of the services for the curbside collection of residential trash collection, curbside recycling collection for Township households and commercial establishments required under this contract. The Contractor shall therefore provide the necessary vehicles, materials, and personnel, and shall collect, transport, process and dispose of all garbage, trash, refuse, recyclables and other waste from all households, offices, businesses, industrial plants, and public facilities in the township, in a safe and sanitary manner, in accordance with all applicable federal, state and local laws and regulations. This Contract shall not be construed to require Contractor to accept for collection, collect, transport or dispose of any waste defined as hazardous or infectious waste by applicable Ohio or federal law or regulations.

Waste collection from all establishments will be limited to six (6), twenty-seven (27) gallon containers or no more than fifty (50) pounds in weight in each container.

The Contractor shall include in the collection of waste material all appliances and furniture, including but not limited to dishwashers, stoves, washers, dryers, televisions, sofas, chairs and other furniture, water heaters, and mattresses; all refrigerators and air conditioners with CFCs removed and certification sticker and necessary documentation attached; lumber and building materials cut down to 4 foot lengths; household debris of miscellaneous items when properly bagged, boxed, or contained; and in general, collection of everything that is set out at the curb for collection, except rocks, concrete, bricks or other masonry items, tires, and stationary tubs.

Contractor shall use a tag system to notify residents of any problems with items set out for collection (i.e. item or can too heavy, hazardous waste, etc.)

Recyclables collected shall include, at a minimum: aluminum, bi-metal and steel cans; aerosol cans; glass bottles and jars; all plastic bottles and jugs (regardless of plastic number); newspaper, magazines, and mixed paper; phone books, brown grocery bags, clean pizza boxes and cardboard. Additional recyclable items may be collected as approved by the Contractor.

Contractor shall furnish either one 18-gallon recycling bin or one 65-gallon recycling cart (if requested by household). Contractor shall send mailer to each household explaining

CONTRACT FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

the options and the requirements for obtaining and maintaining the 65-gallon cart. Contractor shall provide one (1) recycling container to each householder and commercial establishment. Collection from all businesses and industrial establishments are limited to one (1) container.

At the commencement of this Contract, the number of households and commercial establishments is estimated to be 1,641, on which basis the Contractor shall be paid the unit price by the Township.

Collection from each of the premises served shall be at least once weekly, on a regular schedule devised by Contractor and approved by the township trustees. Collection will be made on all holidays with the exception of New Year's Day and Christmas Day, on which collection will be made the following day, with a one (1) day schedule delay for the remainder of the week in which said holiday falls.

Contractor shall agree that if any premises or collections are missed, the Contractor shall return to make the pickup on that same regularly scheduled day or at the beginning of the next day's route.

Premises regularly generating large amounts of waste or garbage shall be visited as often as necessary to avoid unsightly or unsanitary accumulations or conditions, and the collection schedule shall reflect this requirement. Each collection shall consist of pickups by the Contractor no earlier than 7:00 a.m. and a finish time of no later than 7:00 p.m.

Contractor is responsible for immediately cleaning and remediating any strewn litter or garbage, pools of leachate, or other contaminants caused as a direct result of Contractor's operations.

SECTION 2

All waste materials collected by the Contractor shall be legally disposed at state licensed municipal solid waste landfills. The Contractor shall specify landfill locations and proof of applicable federal and state licensing for all facilities projected to be utilized during the Contract period.

SECTION 3

All materials collected through the curbside recycling program shall be marketed to a materials user for reprocessing and at no time shall recyclables be incinerated or disposed in a landfill without the prior written consent of the Township.

SECTION 4

No improper, abusive language or unacceptable, improper conduct shall at any time be exhibited to the public by the Contractor's employees. Such offender shall be immediately removed from the Township's route by the Contractor upon request by the Township.

CONTRACT FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

SECTION 5

The Contractor agrees to comply with all federal and state statutes relating to liability and pollution insurance, Worker's Compensation, working hours, minimum wage, and provisions against discrimination throughout the life of the Contract.

SECTION 6

The Contractor shall furnish to the Township certificates from the Contractor's insurance companies, including the Ohio Industrial Commission, acceptable to the Township, proof that insurance has been issued to the Contractor, providing insurance as listed below. Such certificates shall state that the insurance companies will give the Contractor no less than thirty (30) days written notice prior to any cancellation or material change in such policies, which the Contractor shall notify the Township thirty (30) days prior to the same.

- A. The Contractor shall furnish two (2) unaltered copies of the official certificate of the Ohio Industrial Commission indicating that the premiums required under the Ohio Worker's Compensation Act have been paid. Copies shall be furnished to the Township at each renewal. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall annually furnish proof of such status to the Township.
- B. The Contractor shall furnish two (2) copies of comprehensive general liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence.
- C. The Contractor shall furnish two (2) copies covering umbrella excess liability insurance for no less than \$2,000,000 per occurrence for bodily injury and property damage.
- D. The Contractor shall furnish proof of a vehicle liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence covering the exposures of owned vehicles, non-owned vehicles, and hired vehicles with the Township listed as an additional insured.
- E. The Contractor shall name the Township as an additional insured on their general liability and umbrella policy and a \$5,000,000 environmental policy and shall provide a certificate of insurance to that effect prior to the start of services for the Township.

**CONTRACT
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SECTION 7

Contractor shall indemnify and hold harmless Columbia Township and any of its officers and agents against and from all actions or claims brought against the Township from actions based upon, connected with, or related to the operations, equipment, and/or conduct of the Contractor and/or their employees.

Contractor shall be liable for any damage, injury (including death) or destruction based upon, connected with, or related to Contractor's personnel or equipment while performing services for the Township.

SECTION 8

The Township shall not be held responsible for any problems or liability associated with the transportation and disposal of waste collected in the Township. The disposal site used by the Contractor shall be and continue to be a licensed facility for the life of the contract.

SECTION 9

All vehicles used in the performance of this Contract shall be kept in good mechanical repair, appearance, and in sanitary conditions at all times.

SECTION 10

The Contractor shall have due regard for traffic safety and for the safety of persons and property on and off the roads.

SECTION 11

Contractor shall handle receptacles without abuse and return them to the location in which they were set. Receptacles shall not be left on the traveled portion of any road, nor in a driveway, nor in any position that may create a hazard.

SECTION 12

The Township's representative shall be given the name and phone number of a single appropriate person within the Contractor's employment with whom complaints can be aired and remedied.

SECTION 13

Contractor shall appoint, and name, to the Township, a project manager who will serve as the Township's direct point of contact for operational issues related to this program.

SECTION 14

Contractor shall submit information ensuring it is licensed and in good standing to conduct business in the State of Ohio.

CONTRACT FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

SECTION 15

Contractor shall notify the Township, in writing, upon the occurrence of any of the following:

- Notice of Violation at the solid waste disposal facility chosen to comply with this Contract.
- Notice of Violation at material recovery facility chosen to comply with this Contract.
- Labor contract or strikes that will potentially affect this Contract.

SECTION 16

Failure by the Contractor to provide reports necessary for the Township to receive recycling grant funding from Hamilton County will result in the Contractor providing a credit to the Township in an amount equal to the average of the last two grant payments received.

SECTION 17

Subject to the approval of the Township trustees, Contractor may impose reasonable regulations on receptacles to be used by the premises served, treatment of especially large items, or of particular kinds or abnormally large amounts of waste, placement of waste for collection, security from animals, special collections, and other matters as necessary to promote efficiency, safety and sanitation.

SECTION 18

The Contractor shall not assign this Contract, or any interest therein, except with the prior consent of the Township.

SECTION 19

The Contractor shall submit a monthly bill to the Township Finance Director for compensation for the services provided herein, which shall not include any interest charge or late payment fee. The Township shall pay monthly to the Contractor for the performance of this Contract the amount set out and provided for in the Bid, appended thereto as Exhibit Contract A accepted and approved by resolution by the Columbia Township Board of Trustees on _____, 2025.

SECTION 20

The Contractor shall furnish the Township a copy of the Indemnification Bond fully indemnifying the Township from all damage suffered by failure to perform the Contract according to its terms.

SECTION 21

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, windstorms high water table, unusually severe weather), fires, quarantine,

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of government bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Contract.

SECTION 22

This Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached: Legal Notice, Bid Form and Addenda.

SECTION 23

This Contract shall take effect January 1, 2026 and expire December 31, 2028, with optional extensions for calendar years 2029 and 2030, unless sooner terminated, for any or no reason, by either party upon 60 days' written notice of termination to the other party.

SECTION 24

This Contract sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written. It also shall be interpreted, enforced, and governed by the laws of the State of Ohio. If, for any reason, any part(s) or language within any part(s) of this Agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect. This Agreement shall only be modified in writing and signed by both parties. There are no third-party beneficiaries to this Contract.

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CONTRACTOR: [NAME]

COLUMBIA TOWNSHIP:

Signed: _____

Signed: _____
Mel Taylor

Title: _____

Title: Township Administrator

Witness: _____

Witness: _____

Date: _____

Date: _____

Fiscal Officer _____ Date _____

Caroline Heekin

Approved as to Form

Law Director _____ Date _____