

22/34

RESOLUTION NO. 19 OF 2015

A RESOLUTION TO RENEW THE WASTE MATERIAL COLLECTION SERVICES FOR THE CITY OF CABOT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACT WITH PROGRESSIVE WASTE SOLUTIONS OF ARKANSAS, INC.; AND FOR OTHER PURPOSES

WHEREAS, the Contract between the City of Cabot and Progressive Waste Solutions Of Arkansas, Inc. will terminate on July 31, 2015 and the City of Cabot desires to extend the contract with IESI AR Corporation for an additional five years, subject to the approval of this governing body.


NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CABOT, ARKANSAS, THAT:

SECTION 1: The Mayor and City Clerk-Treasurer are hereby authorized to execute the attached Contract between the City of Cabot and Progressive Waste Solutions Of Arkansas, Inc. for city-wide waste material collection services.

SECTION 2: This Resolution shall be in full force and effective upon passage.

SPONSOR:
William A. "Bill" Cypert, Mayor

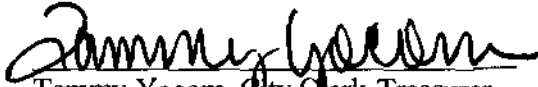
PASSED: 7-0
DATE: July 20, 2015
APPROVED:

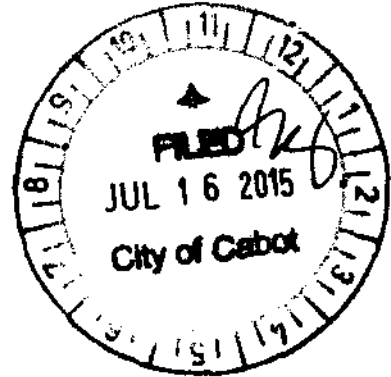

William A. "Bill" Cypert, Mayor

APPROVED AS TO FORM:


Jim Taylor, City Attorney

ATTEST:


Tammy Yocom, City Clerk-Treasurer



Extension of Waste Contract dated 8-1-12

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Extension Price

Renewal Price of **Progressive Waste Solutions of Arkansas, Inc.** (hereinafter called "Contractor"), organized and existing under the laws of the State of Arkansas, doing business as a Corporation*, to the City of Cabot (hereinafter called "City").

Contractor hereby proposes to provide all supervision, materials, equipment, and labor for: WASTE MATERIAL COLLECTION SERVICES FOR THE CITY OF CABOT, AR in strict accordance with the Renewal Documents, within the time set forth therein, and at the prices stated hereinafter.

By submission of this Price, the Contractor certifies, that this renewal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Price with any other party or competitor.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

Contractor acknowledges receipt of the following Addendum:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

EXTENSION PRICE FORM

BASE PRICE (Residential)

Description	Qty	Unit/Mo	Unit Price	Total
Base Price to include Exhibits A - G	8000	HH	\$_____	\$_____.

*HH= Households

PERFORMANCE BOND

Original Addendum #4 - That the City of Cabot is hereby deleting the Performance Bond requirement contained in the Contract/Bid Documents dated 5-14-2012, therefore pages 9 and 10 of the Contract/Bid Documents are hereby deleted.

PAYMENT BOND

[REDACTED]

CERTIFICATE OF CITY ATTORNEY

I, the undersigned, Jimmy Taylor, the duly authorized and acting legal representative of the City of Cabot, Arkansas do hereby certify as follows:

I have examined the attached Contract(s), Performance, and Payment Bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney Signature

Date

Contract

THIS CONTRACT, made and entered into this ____ day of _____, 2015, by and between the City of Cabot, Arkansas (hereinafter called the "City"), represented herewith by its duly elected and acting Mayor, William A. "Bill" Cypert, and **Progressive Waste Solutions of Arkansas, Inc.**, qualified to do and actually doing business in the State of Arkansas (hereinafter called "Contractor"), herein represented by **John Lamanna**, its duly qualified and acting Agent.

Comment [CC1]: inserted name of business

Comment [CC2]: inserted name of Agent

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas:
 - Residential Facilities
 - Municipal Facilities
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. Exhibit A - General Specifications
 - b. Exhibit B - Insurance Requirements
 - c. Exhibit C - Automated Collection Alternate Bid Specifications
 - d. Exhibit D - Waste Material Collection Specifications for Residential Units
 - e. Exhibit E - Waste Material Collection Specifications for Municipal Facilities
 - f. Exhibit F - Recyclable Material Collection Specifications for Residential Units
 - g. Exhibit G - Yard Waste Collection Specifications
 - h. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from **August 1, 2015** (the "Effective Date") until **July 31, 2020**.
5. At the mutual option of the City and the Contractor, this Contract may be extended for up to two (2), one (1) year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred and twenty (120) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, William A. "Bill" Cypert, Mayor of the City of Cabot, Arkansas, hereunto subscribed his name, and John Lamanna, Authorized Agent of Progressive Waste Solutions of Arkansas, Inc., has also hereunto subscribed his name on the date set forth after their signatures.

Comment [CC3]: Per conversation with Sobby I changed the name of the Company and updated the authorized agent.

WITNESSES: City Of Cabot, Arkansas

By: William A. "Bill" Cypert, Mayor

Date:

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

SUBSCRIBED and SWORN to before me on this ____ day of ____ 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEAL:

Comment [CC4]: Added Notary signature block so the Mayor can be notarized as well.

WITNESSES: Progressive Waste Solutions of Arkansas, Inc.

Comment [CC5]: Changed name of company

By: John Lamanna, Regional Vice-President

Comment [CC6]: Updated Authorized Agent and his title, per Sobby.

Date:

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

SUBSCRIBED and SWORN to before me on this ____ day of ____ 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEAL:

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- 1.04 Bundle
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- 1.09 Garbage
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- 1.11 Municipal Facilities
- 1.12 Producer/Generator
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- 1.14 Recyclable Materials
- 1.15 Residential Unit
- 1.16 Rubbish
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- 12.0 EXCLUSIVE CONTRACT
- 13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS
- 14.0 TERMINATION/NOTIFICATION OF CONTRACT
- 15.0 CONTRACTOR'S PROPERTY
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- 17.0 MISCELLANEOUS TERMS

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT

- 1.01 Bag. Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs. in weight.
- 1.02 Bin. Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Residential and Municipal Facilities.
- 1.03 Bulky Waste. Stoves, refrigerators (with all CFC removed), water tanks, swing sets, bicycles (without tires), washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Fence sections that are cut to no greater than four (4) feet in length (with no concrete at the end of the posts), loose brush greater than four (4) feet in length or six (6) inches in diameter, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods, subject to the size or volume restrictions set forth herein.

Clarification 6-16-14 - Recent discussions have resulted in some confusion between the two sections (1.03 & 1.20). It was the intention of Section 1.20 to require the Contractor to "collect all yard waste" regardless of its size. Section 1.03 refers to "loose brush greater than four (4) feet in length" being included in this contract.

The Contractor has communicated with Public Works and residents that limbs and brush must be no longer than six (6) feet in length to be collected at curbside. Both parties hereby agree to continue the six (6) foot requirement. While the limitation was not the original intent of the contract, the size limit is acceptable due to the size capacity of the Contractor's truck.

The following items are issued to add to, to modify, and to clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and there will be no change in contract price.

- 1.04 Bundle. Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or Fifty (50) lbs. in weight.
- 1.05 City. City of Cabot, Arkansas.
- 1.06 Container for Garbage, Rubbish or Refuse, Yard Waste Collection, and the like. A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish or Refuse and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs. in weight. A 96 Gallon container will be provided to each residential unit.

- 1.07 Container for Recycling. A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs. in weight.
- 1.08 Disposal Site. A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.09 Garbage. Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), to include any and all small dead animals; except (in all cases) any matter included in the definition of Excluded Waste.
- 1.10 Multi-Family. The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.11 Municipal Facilities. Means only those specific municipal locations as set forth on Exhibit E.
- 1.12 Producer/Generator. An operator or occupant of a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.
- 1.13 Recycling. The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.
- 1.14 Recyclable Materials. The following items are classified as Recyclable Materials under this Contract:
- Glass – Clean unbroken glass containers, bottles/jars?
 - Cans – Clean aluminum, tin/steel containers.
 - Newspaper – Clean, dry, unsoiled newspaper.
 - Plastic – PETE & HDPE containers #1 and #2 (milk jugs & soft drink containers)
- A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials, including newsprint, magazines, aluminum beverage cans, steel/tin cans, glass, HDPE and PET plastic containers #1 and #2, and household paper products, including junk mail, envelopes, cereal boxes, cardboard, chipboard and telephone books. Recyclable Material is not solid waste; however, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.15 Residential Unit. A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied

thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.16 Rubbish or Refuse. All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.17 Small Dead Animals. Animals or portions thereof less than twenty pounds (20 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.18 Solid Waste. Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.19 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.
Original Addendum #2 -Section 1.19 - The definition of Waste Material shall include artificial Christmas trees.
- 1.20 Yard Waste. Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. The Contractor shall be obligated to collect all yard waste produced by residents with the exception of commercial yard waste produced from professional services hired to trim or clean property.
Original Addendum #2 - Section 1.20 - The definition of Yard Waste shall include live Christmas trees.
Clarification 6-16-14 - Recent discussions have resulted in some confusion between the two sections (1.03 & 1.20). It was the intention of Section 1.20 to require the Contractor to "collect all yard waste" regardless of its size. Section 1.03 refers to "loose brush greater than four (4) feet in length" being included in this contract.
The Contractor has communicated with Public Works and residents that limbs and brush must be no longer than six (6) feet in length to be collected at curbside. Both parties hereby agree to continue the six (6) foot requirement. While the limitation was not the original intent of the contract, the size limit is acceptable due to the size capacity of the Contractor's truck.

The following items are issued to add to, to modify, and to clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and there will be no change in contract price.

Original Addendum #1 -

Question: If an entire neighborhood's trash is missed, will all phone calls collectively be considered as one complaint or will each address be considered as an individual complaint?

Answer: The intent of the contract/bid documents is to consider each individual complaint as one complaint.

Question: How will the City address inclement weather as it relates to complaints?

Answer: The City will allow the Contractor to use its own discretion in the execution of its work in regards to safety and will assist the Contractor with communicating this to the public.

Question: Will the City and Contractor share the same complaint log?

Answer: To the extent that those logs are derived from EGOV, the answer is yes. The EGOV system is the only tracking system for complaints used at this time. However, the City desires for the Contractor to keep excellent records of its resolutions to the complaints to be used as a mechanism to report to the City. The method of reporting resolutions to the City may be determined by the Contractor.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Commercial and/or Industrial Refuse. (Excluded from this Contract) – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by at any Commercial and/or Industrial Unit.
- 2.02 Commercial and/or Industrial Unit. (Excluded from this Contract) – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 2.03 Construction Debris. (Excluded from this Contract) – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Commercial and/or Industrial Unit, to include but not limited to asphalt, concrete, soil, sand, gravel & rock, sheetrock, lumber, shingles, insulation, etc.
- 2.04 Excluded Waste. (Excluded from this Contract) – Excluded Waste is all Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 2.05 Hazardous Waste. (Excluded from this Contract) – Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.06 Institutional Solid Waste. (Excluded from this Contract) – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

- 2.07 Large Dead Animals. (Excluded from this Contract) – Animals or portions thereof equal to or greater than twenty pounds (20 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.08 Offal Waste. (Excluded from this Contract) – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.09 Special Waste. (Excluded from this Contract) – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but is not limited to:
- (a) Waste iron from a commercial or industrial activity;
 - (b) Waste generated by an industrial process or a pollution control process;
 - (c) Waste which may contain free liquids;
 - (d) Waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) Articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) Wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
 - (g) Asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
 - (i) Municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) Filter cake sludge wastes from waste water treatment processes;
 - (k) Wastes containing any regulated polychlorinated biphenyls; and,
 - (l) Ash, sludge, tires and powders.
 - (m) Electronic items.
- 2.10 Stable Matter. (Excluded from this Contract) – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.11 Vegetable Waste. (Excluded from this Contract) – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- Exhibit B - Insurance Requirements
- Exhibit C - Automated Collection Specifications
- Exhibit D - Waste Material Collection Specifications for Residential Units
- Exhibit E - Waste Material Collection Specifications for Municipal Facilities
- Exhibit F - Recyclable Materials Collection Specifications for Residential Units
- Exhibit G - Yard Waste Material Collection Specifications for Residential Units

3.02 Work Not Covered By Contract. The work under this Contract does not include:

- (a) The collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) The collection or disposal of Excluded Waste materials;
- (c) The collection or disposal of any waste materials or recyclable materials from Commercial and/or Industrial Units in the City, to include churches and schools.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

Location of Containers, Bags, Bundles, and Bulky Waste items for Collection. All Containers, Bags, Bundles, and Bulky Waste items shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways. All Containers, Bags, Bundles, and Bulky Waste items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, all Containers, Bags, Bundles and Bulky Waste items shall be placed as close as practicable to an access point for the collection vehicle. The Contractor may decline to collect any Containers, Bags, Bundles, and Bulky Waste items not so placed as stated above or any Waste Materials not in Containers or Bags as specified in applicable Exhibits. The Contractor shall not be required to pick up articles that are placed in a hazardous location. (i.e. overhead power lines, mailboxes, street signs, etc.) In such situations, the Contractor must notify the Producer/Generator by tagging the location using a system approved by the City.

4.01 Hours of Operation. Collection of Waste Material shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection. Residential Units and Municipal Facilities collection routes shall be established by the Contractor. The Contractor shall submit a map designating the Residential Units and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to

the City at least two (2) weeks in advance of the commencement date for such changes. The City shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Original Addendum #3 - Section 4.03 – The following shall be holidays for purposes of this Contract:

- Thanksgiving Day
- Christmas Day
- New Years Day

The Contractor shall coordinate with the City by close of business on Thursday before the holiday to determine the make-up day for missed holiday collection.

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves the Contractor of his obligation to provide collection services to Residential Units and Municipal Facilities at least ONCE per week.

4.04 Complaints. The Contractor shall understand clearly that a complaint from a Producer/Generator is a complaint from the City. The City will not tolerate repeated complaints regarding missed collections, debris on roadways, damage to personal property, and the like.

Definitions – (from original addendum #1)

General Questions – questions that relate to schedules, timing, requirements, non-service related issues, etc.

Complaint Calls – calls that relate to missed pickups, damage to property, damage to containers, behavior of Contractors Employees, spills, etc.

Complaint Clarification: The Contractor will not be scrutinized for general questions received from the public. The Contractor will be scrutinized for complaint calls in excess of those listed in section 4.04 of Exhibit A.

Reporting Clarification: The City of Cabot uses an online reporting system called EGOV. Citizens are capable of accessing EGOV via the City's website and entering complaints without contacting Public Works. The three (3) electronic mail system complaints referred to in section 4.04 of Exhibit A are the EGOV complaints received from the public via the City's website. Therefore, strike "electric mail system complaints" and replace with "EGOV complaints."

Question: If an entire neighborhood's trash is missed, will all phone calls collectively be considered as one complaint or will each address be considered as an individual complaint?

Answer: The intent of the contract/bid documents is to consider each individual complaint as one complaint.

Question: How will the City address inclement weather as it relates to complaints?

Answer: The City will allow the Contractor to use its own discretion in the execution of its work in regards to safety and will assist the Contractor with communicating this to the public.

Question: Will the City and Contractor share the same complaint log?

Answer: To the extent that those logs are derived from EGOV, the answer is yes. The EGOV system is the only tracking system for complaints used at this time. However, the City desires for the Contractor to keep excellent records of its resolutions to the complaints to be used as a mechanism to report to the City. The method of reporting resolutions to the City may be determined by the Contractor.

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. These complaints will be communicated via an electronic mail system developed between the City and the Contractor. The Contractor shall be responsible for maintaining a log of complaints based on the information provided to the Contractor by the City. The Contractor shall provide to the City, on a semi-monthly basis, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. In the case of missed scheduled collections, the Contractor shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received. The City and the Contractor agree that the following performance goals are reasonable in the normal course of doing business:

Collection Complaint Calls to Public Works.....8 per day
Electronic Mail System Complaints.....3 per day

The Contractor shall be charged for a consistent lack of response to complaints and performance goals. The purpose of this paragraph is to define the terms of those charges. The Contractor will be considered in violation of the terms of this contract if he does not respond to complaints or performance goals in 24 hours. In the course of doing business, the Contractor will be allowed to investigate complaints properly and thoroughly, but in no way does this relieve the Contractor from the 24 hour required response time. The City reserves the right to assess a charge at the rate of \$250.00 per occurrence for complaints that exceed the 24 hour response requirement.

- 4.05 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State of Arkansas for regular Municipal Waste Collection Services for the City Of Cabot. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) calls from anywhere in the City. The office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 4.07 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be contained, tied, or enclosed to prevent leaking, spilling or blowing.
- 4.08 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State of Arkansas. The Contractor shall negotiate directly with the City/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

- 4.09 Delivery. All Recyclable Materials collected for delivery by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to the Contractor.
- 4.10 Notification. The City shall notify all Producers/Generators at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.
- 4.11 Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's Public Works Director, and by the City to the Contractor's General Manager or Operations Manager.
- 4.12 License and Taxes. The Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.
- 4.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but the Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 5.01 Waste Materials Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on the **Bid Form**, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which the Contractor provided such services during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 5.04 herein.
- 5.02 Recyclable Materials Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on the **Bid Form**, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which the Contractor provided such services during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 5.04 herein.
- 5.03 Yard Waste Materials Collection and Disposal Rates. The prices to be paid by the City for the collection and disposal of Yard Waste Materials from all Residential Units and Municipal Facilities shall be as shown on the **Bid Form**, as adjusted in accordance with Section 5.04 herein, and shall be considered a total compensation for Yard Waste Collection for that period. The City shall also pay the Contractor other costs and charges as specified in Section 5.04 herein.
- 5.04 Modification to Rates.

(a) CPI Adjustment. Base Rates charged by the Contractor for services will remain fixed as set forth in the Bid Form and will not be adjusted for changes in the CPI (as hereinafter defined), until August 1, 2014 for Residential Waste. Commencing on those dates, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services may be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Southwest Regional, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The Cabot City Council must approve any increase in rates hereunder.

(b) Additional Adjustments. The Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, to offset any change in conditions which increase the Contractor's costs, such as changes in the ordinances under which the Contractor is to operate, or changes imposed by governmental agencies beyond the Contractor's control. Documentation of such increases shall be submitted to the City at its request. The Cabot City Council must approve any increase in rates hereunder.

- 5.05 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.
- 5.06 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day.
- 5.07 Contractor Billings to the City. The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 25th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not the City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to the Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by the City.
- 5.08 Audit. The City may request and be provided with an opportunity to audit all relevant books and records of the Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

5.09 House Count. The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential Units are accounted for and that payment and billing reflect the proper house count figures.

6.0 COMPLIANCE WITH LAW

6.01 The Contractor shall conduct operations under this Contract in compliance with all applicable laws of the State of Arkansas; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

7.0 NON-DISCRIMINATION

7.01 The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

8.01 The Contractor shall be responsible for any and all claims for personal injuries, death, or the loss of or damage to property to the extent caused by the Contractor's negligence, or acts of willful misconduct or those of its subcontractors or agents. In the case of damage to the containers, the containers will be replaced within 72 hours at the cost of the Contractor.

8.02 If Excluded Waste is discovered before it is collected by the Contractor, the Contractor may refuse to collect the entire Bin, Container, Bag, Bundle or Bulky item of waste. In such situations, the Contractor must notify the Producer/Generator by tagging the location using a system approved by the City.

9.0 LICENSES AND TAXES

9.01 The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State. Sales Tax will be collected by the City and paid to the State for Waste Collection Services. The Contractor shall not charge sales tax to the City for services rendered.

10.0 FORCE MAJEURE

10.01 Except for City's obligation to pay amounts due to the Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, by the Contractor.

11.0 ASSIGNMENT OF CONTRACT

11.01 Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to the Contractor.

12.0 EXCLUSIVE CONTRACT

12.01 The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units and Municipal Facilities covered by this Agreement.

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

13.01 Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle.

14.0 TERMINATION OF CONTRACT

14.01 Failure by the Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. The City may terminate this Contract after such cure period if the Contractor has not adequately corrected such breach in accordance with this Contract and the City so notifies the Contractor in writing of such termination action. At such time, the City shall pay the Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, the City, as its sole and exclusive remedy may exercise its rights under the Contractor's Performance Bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than

for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 Failure by the City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. The Contractor may terminate this Contract after such cure period if the City has not adequately corrected such breach in accordance with this Contract and the Contractor so notifies the City in writing of such termination action. At such time, the City shall pay the Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14.03 All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must both be (i) mailed by Certified Mail, return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of the thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Cabot, Arkansas
 Post Box 1113
 Cabot, Arkansas 72023
 ATTN: City of Cabot Mayor

Comment [CC7]: Deleted physical address because the Post Office refuses to deliver mail to the physical location

If to the Contractor at: _____

With a copy to: _____

Or such other address as the parties may hereafter specify by written notice delivered in accordance herewith.

16.0 CONTRACTOR'S PROPERTY

- 15.01 All bins, containers, trucks and any other equipment that the Contractor furnishes under this Contract shall remain the Contractor's property. The City and its Producers/Generators shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

16.0 NEWLY DEVELOPED AREAS

- 16.01 The Contractor will, within thirty (30) days of notification by the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like the Contractor to service. The unit price Bid for each Residential Unit shall constitute the unit price for additional areas annexed or developed.

17.0 MISCELLANEOUS TERMS

- 17.01 The Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that the Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.02 The Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 17.03 No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.
- 17.04 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.05 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.06 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.07 This Contract shall be interpreted and governed by the laws of the State of Arkansas.
- 17.08 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject

matter of this Contract.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, the Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$1,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$1,000,000 each occurrence \$1,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon the City's request, the Contractor shall furnish the City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City. In addition, the following requirements apply:

- A. The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- B. Coverage must be provided for Products/Completed Operations.
- C. The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

AUTOMATED COLLECTION SPECIFICATIONS

This section shall apply to the Entirety of the Contract Period.

Definition

Automated Collection - Any method of waste removal from curbside using equipment design to pick up a pre-determined sized waste receptacle without human contact and placing the waste into a truck to be hauled to a Solid Waste Facility.

Containers

The Contractor shall be required to provide containers to each Residential Unit. The size and color of which is to be determined by the Contractor and approved by the City. The containers shall remain the sole property of the Contractor. It shall be the responsibility of the Contractor to deliver and maintain the containers. The responsibilities for the containers and their delivery and maintenance shall be as follows:

■ The Contractor shall provide one (1) container to each producer/generator. Containers will be made available to residents requesting additional containers. The cost of the additional container will be borne by the Producer/generator. ■

- B. The Contractor shall maintain the integrity of the containers for the life of the contract.
- C. The Contractor shall replace any damaged or stolen containers within 24 hours of notice of such damage or theft by the City.
- D. The Contractor shall provide the City with twelve (12) containers stored at a location to be determined by the City. The purpose of these containers is to have a stock of containers to provide to producers/generators who have a damaged or stolen containers or to new residents. The overriding purpose is to provide timely customer service to producer/generator of the City.
- E. The City will be required to inform the Contractor in a timely manner of issues with containers.
- F. The City will represent the Producers/Generators of the City and will be considered a partner with them. The City will require the Contractor to adhere to strict customer service guidelines outlined in Exhibit A.

Original Addendum #1 –

Question: Will the contractor be required to pick up trash outside approved containers if automated collection is chosen?

Answer: Should the City select an automated service, the intent of the City is to use the service as it is designed for; therefore, all trash to be picked-up must be placed in the container provided by the Contractor. The City does not expect the Contractor to pick-up trash outside of the provided container.

Question: How would the Contractor handle excess trash during holidays or other peak periods?

Answer: The City will communicate with the Public to ensure a reasonable solution to excess trash. An additional pick up day may be required to accommodate the overage. The City will negotiate with the Contractor for additional pick ups and charges that result from such pick ups.

Question: Will personal containers be allowed with Automation?

Answer: It is the intent of this contract to prohibit the use of personal containers as it relates to Automated Collection.

Question: What is the amount of waste that can be placed in an automated container?

Answer: It is the intent of the contract to allow the resident to fill the container completely without a limitation on weight. The waste must remain inside the container with the lid closed.

Revised language to be included in this Contract Extension - [REDACTED]

EXHIBIT D

**WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS**

1. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Waste shall be placed at curbside by 7:00 a.m. on the designated collection day. The City has developed the following information from which the Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to the Contractor in accordance with the payment terms of the Contract:
 - a. Estimated number of Residential Units as of commencement of contract term: **7700**.
 - b. Estimated number of Residential Units as of first anniversary of contract term: **7800**.
 - c. Estimated number of Residential Units as of second anniversary of contract term: **8000**.
 - d. Number of Containers to be provided to each Residential Unit: **1**.
 - e. Size of Containers for each Residential Unit: **to be determined by the contractor per exhibit "C" (if automated collection is selected)**.
 - f. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: **1** time per week.

2. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:
 - a. Name: Brian Boroughs
 - b. Mailing address: #1 City Plaza, Cabot, AR 72023
 - c. Telephone number: 501-843-4819
 - d. Email address: bboroughs@cabotar.gov

3. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:
 - a. Name: Tammy Yocom
 - b. Mailing address: **Post Office Box 1113**, Cabot, AR 72023
 - c. Telephone number: 501-843-3565
 - d. Email address: tammyyocom@cabotar.gov

Comment (CCB): Changed from physical address to Post Office because the Post Office refuses to deliver mail to the physical location

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

Item 1(d) refers to containers provided by contractor if automated service is selected by the City per the terms set forth in Exhibit C.

EXHIBIT E

**WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES**

1. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

Location	Frequency of Collection	Quantity	Size
City Hall	WEEKLY	1	TBD
City Annex	WEEKLY	1	TBD
Public Works	WEEKLY	1	TBD
Street Shop	WEEKLY	1	TBD
Central Fire Station	WEEKLY	1	TBD
Fire Station #2	WEEKLY	1	TBD
Fire Station #3	WEEKLY	1	TBD
Fire Station #4	WEEKLY	1	TBD
Cabot Library	WEEKLY	1	TBD

Original Addendum #2 - The Contractor will add one (1) additional dumpster at Animal Control for weekly collection of Waste Material. All dumpsters provided for municipal facilities may be up to eight (8) Cubic Yards.

In addition, the Contractor shall provide to the City a thirty (30) cubic yard dumpster with eight (8) hauls per calendar year, at no additional cost to the City during the following City functions:

- a. Spring Clean-up (5 hauls)
- b. Fall Clean-up (1 haul)
- c. Cabot Fest (fifteen carts and (2)-30 yd. roll off dumpsters)



For purposes of this Exhibit, the terms "Bin" and "Container" shall have the same meanings as the terms "Bin" and "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

2. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:
- a. Name: Brian Boroughs
 - b. Mailing address: #1 City Plaza, Cabot, AR 72023
 - c. Telephone number: 501-843-4819
 - d. Email address: bboroughs@cabotar.gov
3. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

- a. Name: Tammy Yocom
- b. Mailing address: **Post Office Box 1113**, Cabot, AR 72023
- c. Telephone number: 501-843-3565
- d. Email address: tammyyocom@cabotar.gov

Comment [CCB]: Changed from physical address to Post Office because the Post Office refuses to deliver mail to the physical location

EXHIBIT F

**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS**

1. The City shall provide the containers and the Contractor shall provide weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which the Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to the Contractor in accordance with the payment terms of the Contract.

- a. Estimated number of Residential Units as of commencement of contract term: **7700**
- b. Estimated number of Residential Units as of first anniversary of contract term: **7800**
- c. Estimated number of Residential Units as of second anniversary of contract term: **8000**
- d. Number of Containers to be provided to each Residential Unit: **1** standard unit, up to **3**.
- e. Size of Containers for each Residential Unit: **to be determined by the City**.
- f. Number of Recyclable Materials collections each week by contractor: **1 times per week**.

2. Municipal Point of contact for Recyclable Materials Collections– PROJECT MANAGEMENT:

- a. Name: Brian Boroughs
- b. Mailing address: #1 City Plaza, Cabot, AR 72023
- c. Telephone number: 501-843-4819
- d. Email address: bboroughs@cabotar.gov

3. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

- a. Name: Tammy Yocom
- b. Mailing address: Post Office Box 1113, Cabot, AR 72023
- c. Telephone number: 501-843-3565
- d. Email address: tammyyocom@cabotar.gov

4. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

Original Addendum #1 -

Question: How many tons of Recyclables does Cabot produce monthly?

Answer: Data is not available to City, refer to page 3 of the INFORMATION FOR BIDDERS: *"Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the City collection routes and a review of the*

specifications including Addenda. Bidder must utilize industry standards and rely on their own assessment regarding quantity and content of Waste Material in the City. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Question: Will glass remain in the Contract? What if glass no longer has value as a commodity?

Answer: Glass will remain in the Contract regardless of its commodity value.

[REDACTED]

EXHIBIT G

**YARD WASTE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS**

1. The Contractor shall provide curbside collection of Yard Waste Material to all residential units. The purpose of this section is to describe the criteria for collection of yard waste materials.
 - a. The Contractor will be obligated to collect all Yard Waste produced by residents with exception of commercial yard waste produced from professional services hired to trim or clean property.
 - b. The Yard Waste collected by the Contractor will be delivered to an approved site designated by the Contractor.
 - c. The Contractor shall not be required to pick up articles that are placed in a hazardous location (i.e. overhead power lines).
 - d. Yard Waste shall be collected ONCE per week using a route negotiated with the City and the Contractor.
 - e.



2. Municipal Point of contact for Recyclable Materials Collections– PROJECT MANAGEMENT:

- a. Name: Brian Boroughs
- b. Mailing address: #1 City Plaza, Cabot, AR 72023
- c. Telephone number: 501-843-4819
- d. Email address: bboroughs@cabotar.gov

3. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

- a. Name: Tammy Yocom
- b. Mailing address: **Post Office Box 1113, Cabot, AR 72023**
- c. Telephone number: 501-843-3565
- d. Email address: tammyyocom@cabotar.gov

Comment [CC16]: Changed from physical address to Post Office because the Post Office refuses to deliver mail to the physical location

4. **STORM DEBRIS.** The parties understand and agree that, in the event of a hurricane, tornado, major storm, and/or natural disaster, the cleanup from such events may require Contractor to utilize additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event ("Storm Debris"). The collection and disposal of Storm Debris is not included within this Agreement, and shall be governed by a separate, written agreement to be negotiated by the parties, at each party's sole discretion. The City shall give the first right and opportunity to enter such negotiations with the City and both parties agree to conduct such negotiations in good faith.



Original Addendum #1 –

Question: The specifications state that a Bundle is included in this Contract. Does Yard Waste have to be Bundled?

Answer: Yard Waste does not have to be Bundled. Therefore move the definition of bundle from "**1.0 DEFINITION OF ITEMS INCLUDED IN THIS CONTRACT**" and include in section "**2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT**".

Question: How do we differentiate between regular Yard Waste and Storm Debris?

Answer: The City has estimated that 1800 CY of Yard Waste should be expected on a monthly basis. That estimate is not exact and should not be considered a limit. However, during Storm Events the City will use a fair and balanced approach to negotiating with the Contractor for excess Yard Waste after Storm Events. During such Storm Events 1800 CY must be picked up before any negotiation will commence.

Question: How do we know when we are collecting if there are bags at the curb, whether our not it is grass or leaves, or just regular household garbage??

Answer: The Contractor is encouraged to use the same discretion currently used to determine the difference. Refer to page 3 of the INFORMATION FOR BIDDERS: *"Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the City collection routes and a review of the specifications including Addenda. Bidder must utilize industry standards and rely on their own assessment regarding quantity and content of Waste Material in the City. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done."*