

Grantsville City
429 East Main Street
Grantsville, UT 84029



Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE OF AWARD

Ace Disposal
2274 South Technology Dr.
West Valley City, UT 84119

Project Description: Grantsville City Recycling Service

Grantsville City has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated the 24th day of January, 2013 and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount \$4.00 per can for a period of three (3) years for service . You are required by the information for Bidders to execute the AGREEMENT within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 29th day of April, 2013.

Grantsville City

Owner

By Brent Marshall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

ACE DISPOSAL

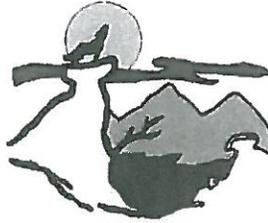
this the 8th day of May 2013.

By 

Title Sales manager

Phone Number 5/8/2013

Grantsville City
429 East Main Street
Grantsville, UT 84029



GRANTSVILLE CITY

Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE TO PROCEED

Ace Disposal
2274 South Technology Dr.
West Valley City, UT 84119

Project Description: Grantsville City Recycling Service

You are hereby notified to commence work in accordance with the Agreement dated May 22, 2013, on or before May 1, 2013. The term of this agreement is for a period of three (3) years from the date of the agreement referenced.

Dated this 29th day of April, 2013.

Grantsville City

Owner

By Brent H. Marshall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

ACE DISPOSAL

this the 8th day of May 2013.

By Rachel H.

Title Sales manager

Phone Number _____

**AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL
OF GRANTSVILLE CITY RECYCLABLE MATERIAL**

THIS AGREEMENT is made and entered into this 22nd day of May, 2013, by and between Grantsville City, a municipal corporation of the State of Utah, 429 East Main Street, Grantsville, Utah 84029, hereinafter referred to as the "City", and Ace Disposal Incorporated, 2274 South Technology Dr., West Valley City, Utah 84119, hereinafter referred to as "Contractor".

WHEREAS, the City is mindful of its duties and responsibilities to protect and maintain the public health, regulate and control the collection and disposal of recyclable material in Grantsville City and has determined that the best interest of the City would be served by recycling certain material by the employment of Contractor for this purpose; and

WHEREAS, Contractor is willing to render the service of collection and disposal of recyclable material within Grantsville City upon the terms and conditions set out below;

WITNESSETH:

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, the parties agree as follows:

I
SCOPE OF THIS AGREEMENT

CONTRACTOR

The work to be done under this Agreement consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect by automation all recyclable material from residential and commercial locations within Grantsville City, Utah, transport collected recyclable material to Rocky Mountain Recycling, deposit the recyclable material at that facility, and perform all other work or services incidental to recyclable material collection and transportation services in strict accordance with the terms and provisions of the Agreement.

Contractor shall provide automated receptacle cans for each account under the scope of this agreement. Each unit of a two unit dwelling shall be considered a separate residence or household.

II
EFFECTIVE DATE

This agreement shall take effect upon July 1, 2013 and shall continue for a term of three (3) years at which time it shall continue on a month to month basis until it is terminated by either

party by giving 45 days written notice of termination. This agreement may also be terminated sooner in accordance with the other terms of this Agreement.

III DEFINITIONS

For purposes of this Agreement the definitions and general provisions as contained in Title 10 Garbage and Solid Waste Management, Chapter 2 Recycling of the Grantsville City Code, shall govern the construction and interpretation of this agreement. A copy of Title 10, Chapter 2 is attached hereto as Exhibit "A" and by reference is made a part hereof.

IV RECYCLABLE MATERIAL COLLECTION

(1) Bi- Monthly Unit Collection Contractor shall provide bi-monthly collection of recyclable material for each account. Normal collection points shall be at curbside or on public rights-of-way. Contractor also agrees to collect recyclable material from the City's facilities at the Recreation Center in back of the City Offices, the tennis courts, the old City Hall at 7 South Park Street, and the City Fire Station, at no additional charge to the City. Additional City facilities may be added to this list for recyclable material collection, at the discretion of the City, again with no additional charge being paid by City. This agreement shall also cover any additional property annexed into the City limits during the term of this agreement.

(2) Materials Not Collected The following materials may not be collected by Contractor:

Clothing, shoes, household trash, grass & yard waste, glass (any kind), paint cans, hazardous or radioactive waste materials, wire hangers, disposable diapers, dirty Styrofoam dishware, motor oil, food & liquid waste, foam padding, car batteries, china and ceramics, plastic toys, small appliances, light bulbs & tubes, carpet pad, wax paper, and construction & wood debris.

(3) Holidays. The following days shall be holidays for purposes of this Agreement and recyclable material shall not be collected on such days:

New Year's Day, January 1
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Any day that Rocky Mountain Recycling facility is not open

When a holiday falls on a collection day, the collection shall be made the next working day. All collections should be completed before Sunday.

(4) Collection schedule Contractor shall begin work under this agreement by

implementing the collection schedule and areas collected from as identified in Exhibit "B" attached hereto and by reference made a part hereof. Exhibit "B" includes collections in the City four days a week from Monday through Thursday, bi-monthly, unless service is interrupted as outlined in this agreement. No Contractor collection schedule shall include Sunday, unless an emergency exists and such collection is first approved by the City. The approved collection schedule shall not be changed without prior written approval of the City. Contractor shall provide notice to City residents of the new collection schedule that it will be implementing under this agreement, by posting notice along with the recycling containers when the containers are delivered for each account.

(a) Proposed amendments to collection schedules and route maps shall be provided to the City a minimum of thirty (30) days prior to any proposed changes in operations. Contractor shall provide the City with the current collection schedule and route maps and keep such information current at all times.

(b) Route maps and collection schedules shall show the days for regularly scheduled pickup for each route and area.

(c) Changes in the collection schedule or routes shall not be made more often than once during any six month period without the written consent of the City.

(d) Prior to making amendments to collection schedules, Contractor shall notify Grantsville City residents by publishing notice in the Tooele Transcript Bulletin at least two (2) days prior but not more than seven (7) days prior to any change and it shall also post advance notice on recycling containers during the same time period.

(5) Time of Collection Contractor shall not commence collection of recyclable material in residential areas prior to 7:00 a.m. or continue collection after 7:00 p.m. In the event that there is some type of mechanical failure, equipment problems, or service failure, this restriction may be waived by the City.

(6) City Not Liable for Delay In no event shall the City be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control. Contractor understands that the City is subject to intense and inclement weather conditions, including but not limited to snow, high velocity winds, rain, fog, heat and flooding. Contractor understands that it is responsible for providing recyclable material collection services, no matter what the conditions or circumstances are, so long as this contract continues in force. Contractor is responsible for making all reasonable efforts including, but not limited to providing additional trucks, personnel and tire chains, to continue to provide service under such conditions.

(7) Employees Contractor shall prohibit any of its employees from working while under the influence of alcohol, drugs or when otherwise impaired, and shall prohibit drinking of

alcoholic beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under the Agreement. Contractor's employees who normally and regularly come into direct contact with the public shall bear identification cards. When operating a vehicle within the scope of this Agreement, Contractor's employees shall possess and carry a valid commercial driver license, issued by the State of Utah permitting them to operate the vehicle. Contractor's employees, officers, agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

V PAYMENT

(1) Rate: The City shall pay Contractor the sum of \$4.00 per unit that recyclable material is collected from, which payment shall be made within thirty (30) days after the end of each month for collection services performed the previous month. The City shall also pay Contractor the sum of \$2.30 for each additional container. The number of units and additional containers shall be calculated by the City in cooperation with Contractor. For the purposes of this section, a unit shall not include a unit that is not being occupied during an entire month, with prior notice to the City being given by the resident.

(2) Inflation Adjustment: Effective as July 1, 2014, and provided neither party has given notice of termination of this agreement, as provided for herein, Contractor shall be entitled to receive an automatic increase in the per unit rate and additional container rate based on the Zions Bank Cost of Living Index for the State of Utah. The adjusted rate shall be implemented as of July 1st and shall continue for the following twelve (12) months at which time the same shall again be calculated and applied to the following July 1st rates, provided this agreement continues in effect.

(3) Fuel Surcharge Adjustment: The City shall pay Contractor in addition to the above referenced payments, a fuel surcharge, based upon the Fuel Surcharge Table attached hereto as Exhibit "C". The fuel surcharge shall be based upon Contractor's monthly average charge per gallon of diesel fuel used for its collection vehicles and shall be applied to the number of individual units that recyclable material is collected from during the month. The fuel surcharge shall not apply in any manner to additional containers located at a residence/household or to the containers at City facilities. If Contractor intends to apply the Fuel Surcharge Table to the regular fee, it shall provide City with written documentation of its monthly average fuel charges at least fifteen (15) days prior to the end of the month for the previous month and the fuel surcharge adjustment shall then apply to the following month.

VI DISPOSAL OPERATIONS

(1) Delivery Location All recyclable material collected in the City by the Contractor shall be delivered to Rocky Mountain Recycling Facility.

(2) Disposal Fee The City shall not be responsible to pay any fees to Rocky Mountain Recycling for its acceptances of recyclable material delivered by Ace Disposal.

(3) Ownership of recyclable material All recyclable material, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, right-of-way or place, shall enter into the public domain and shall remain the property of the person placing it at curb side, until the recyclable material is deposited at Rocky Mountain Recycling.

VII COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Agreement in compliance with all applicable laws and regulations; provided, however, this Agreement shall govern the obligations of Contractor where there exists conflicting ordinances or regulations on the subject.

VIII NONDISCRIMINATION

Contractor shall not discriminate against any person seeking employment with or employed by Contractor because of race, sex, age, creed, color, religion or nations origin. Contractor may utilize the local work force to accomplish the work of this agreement.

IX INDEMNIFICATION

Contractor shall indemnify, save harmless and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent acts or omissions of the City, its officers, agents, servants and employees.

X LICENSE AND TAXES

Contractor shall obtain all licenses and permits and promptly pay all taxes required by Grantsville City and the State of Utah.

XI CARE OF CONTAINERS

Contractor agrees to provide Recycling Containers by providing the following services in

connection therewith. Contractor agrees to:

(1) Promptly notify the City when a recycling container has been damaged or destroyed, including the location of the container and see that it is repaired or replaced at the cost of the account holder.

(2) Repair or replace any container that is damaged or destroyed by Contractor.

XII INSURANCE

(1) Policies Contractor shall at all times during this Agreement maintain in full force and effect Employer's Damage Insurance, including contractual liability coverage for the provisions of Section IX. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the work hereunder, Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. All public liability and property damage policies shall name the City as an additional insured entity. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting insured, thirty (30) days prior written notice will be given to Grantsville City. Grantsville City is named as an additional insured entity on said policy.

(2) Coverage For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

| <u>Coverage</u> | <u>Limits of Liability</u> |
|--|--|
| Worker's Compensation | Statutory |
| Employer's Liability | \$2,000,000.00 |
| Bodily Injury Liability Except Automobile | \$2,000,000.00 each occurrence \$2,000,000.00 aggregate |
| Property Damage Liability Except Automobile | \$2,000,000.00 each occurrence \$2,000,000.00 aggregate |
| Automobile Bodily Injury Liability | \$2,000,000.00 each person \$2,000,000.00 each occurrence |
| Excess Umbrella Liability | \$3,000,000.00 each occurrence |

XIII
PERFORMANCE BOND

(1) Performance bond required Contractor shall execute and deliver to the City a performance bond with a corporate surety, conditioned upon the faithful performance of this Agreement. The performance bond shall be in the amount of fifty thousand dollars (\$50,000.00) and shall be in force on an annual basis for the full term of this Agreement.

(2) Effective date This Agreement shall not become effective until such bond has been delivered to the City and approved by the City's attorney. This Agreement shall be subject to termination by the City at any time if the bond shall be canceled or the surety thereon relieved from liability for any reason. The term of such performance and payment bond shall be stated therein.

(3) Cancellation Any notice of cancellation of such bond must be served upon the City by delivering a written notice of cancellation to Grantsville City, thirty (30) days prior to the effective date of said cancellation.

(4) New bond This Agreement shall not be terminated because of this provision if within thirty (30) days after service of notice of cancellation as provided above, Contractor files with the City a similar bond approved by the City's attorney to be effective for the balance of the Agreement period commencing on the date of such termination.

(5) Bond cost Contractor shall bear all costs of the bond.

XIV
TRANSFERABILITY OF AGREEMENT

No assignment of this Agreement shall be made in whole or in part by Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and obligations of the Contractor. In the event Contractor becomes insolvent or bankrupt then the rights authorized hereby shall be immediately canceled or terminated and the City shall have the right to take over collection, transportation and disposal of recyclable material under this Agreement or substitute another Contractor in its place and stead in the manner provided by law.

XV
FACILITIES

Contractor shall maintain a local telephone service number so that Grantsville City residents may contact Contractor without incurring a long distance charge. Contractor shall provide customer service and such attendants as may be necessary to receive and handle complaints of Grantsville City residents or to receive instructions and directions from the City between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding approved

holidays. Contractor shall furnish City with after-hours telephone numbers for emergency response.

XVI COMPLAINTS

It is the utmost importance that the services required under this contract be provided in a reasonable and responsive manner sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this Contract, Contractor assures that service will be performed in this manner and to adhere to the following.

Contractor agrees to resolve all complaints regarding services in a prompt, courteous and expeditious manner. Whenever the Contractor receives notification of locations which have not received scheduled service, the Contractor shall provide collection before 9:00 p.m. the same day, if notice is received before 3:00 p.m.; or before 10:00 a.m. the following day, if notice is received after 3:00 p.m. Contractor shall report the disposition of all complaints by telephone or to the designated City representative in a timely manner or by providing the City with access to Contractor's automated service reporting program.

Contractor shall maintain a permanent log of all service complaints; said log shall specify the following items as a minimum:

- (1) the name, address and phone number of the complainant.
- (2) the date and time the complaint was received.
- (3) The specific nature of the complaint.
- (4) The date and time the complaint was responded to.
- (5) The date and time the complaint was resolved.

Contractor shall submit a current monthly summary of this log to the City as a condition of processing monthly payment requests. Should the number of verified missed services per day exceed 1% of the residential units during any month, a penalty equal to \$20.00 times the number of missed services shall be deducted from Contractor's payment. Also when a complaint for missed services remains uncorrected in a timely manner as stated above, the City may, at its option, remedy the complaint and assess \$100.00 liquidated damages, to be deducted from that month's billing. Contractor and City recognize that City will suffer damage if Contractor fails to comply with the provisions of this Section, and that the aforesaid sum is a reasonable and agreed estimate of City's actual damages for each such failure of Contractor. Contractor reporting to City may be accomplished by providing City with access to its automated service reporting program.

XVII
EQUIPMENT REQUIRED BY CONTRACTOR

Contractor shall provide an adequate number of vehicles for regular collection and disposal service. Vehicles used for the collection and disposal of recyclable material shall be enclosed in recyclable material collection units, equipped with mechanical container handling and with automatic packers or reasonably comparable equipment. Each truck shall also be equipped with brooms and shovels to clean up any spillage which may occur during the loading or transporting of recyclable material. All trucks shall be kept clean and well painted, with the name of the contractor clearly lettered on the side of each vehicle. All vehicles shall be kept in good repair and working order. Contractor must maintain proper registration on all vehicles used in the performance of the Agreement. Trucks for collecting recyclable material shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent spillage of wet residue from the truck or other equipment body onto the streets, roads, or grounds. Sufficient collection equipment shall be maintained and used by Contractor to perform service in accordance with established schedules approved by the City. Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times.

All trucks must be equipped with some type of communication device radio, cellular phone, enabling contact with Contractor's office to deal with any problems; which may arise during the normal work day.

XVIII
HANDICAPPED SERVICE

Handicapped Service: Contractor shall provide extended collection services for up to twenty (20) residents deemed handicapped as determined by the City, at no additional charge. Contractor upon notification or special tagging of garbage containers will retrieve such container from the residence, empty the same and return it to the same location at the residence.

XIX
TERMINATION

Failure to Perform: If Contractor fails to provide the recyclable material collection and disposal service required by this Agreement for a period in excess of three (3) consecutive scheduled working days during any one (1) year period, the City may take any or all of the following action:

- (1) Employ such men as it may deem advisable and appropriate to continue work until the matter is resolved and Contractor is again able to carry out its operation under this Agreement.
- (2) Deduct any and all expenses incurred by the City from any money due or to

become due to Contractor, and should City cost for continuing the operation exceed the amount due Contractor, collect the amount due, either from Contractor or Contractor's Surety Company, or both.

- (3) All terms, conditions and specifications of this Agreement are considered material and failure to perform any part of this Agreement shall be considered a breach of contract. Should either party fail to perform any of its contractual obligations, the other party may, at its option, terminate this Agreement seven (7) days after written notification to other party of the violation and failure of the other party to remedy the violation within said time.

XX
GENERALLY

(1) Binding Agreement This Agreement shall be binding upon the heirs, successors and assigns of the parties.

(2) Attorney's Fees In the event of default of any of the provisions of this Agreement, reasonable attorney's fees may be awarded to the non-defaulting party.

(3) Contract Not a Franchise It is the understanding and intention of the parties that this Agreement shall constitute a contract for the collection and disposal of recyclable material; that it shall not constitute a franchise; nor shall it be deemed or construed as such.

(4) Entire Agreement This Agreement, contains the entire agreement of the parties. Any agreement hereafter made shall be ineffective unless the agreement is in writing and signed by the party against whom enforcement is sought.

(5) Amendments This Agreement may be amended by written consent of both parties herein.

(6) Governing Law This Agreement shall be interpreted by the laws of the State of Utah.

(7) Arbitration Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

GRANTSVILLE CITY CORPORATION


Mayor Brent K. Marshall

Christine Webb

Christine Webb, City Recorder

SEAL

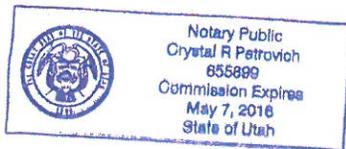


Ace Disposal Incorporated

Richard Hemik
By Authorized Representative

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

Before me, a notary public, appeared this day, Richard Hemik who affirmed that (s)he is an authorized agent for Ace Disposal Incorporated, and that (s)he read, understood and executed that foregoing Agreement on behalf of Ace Disposal Inc., for its stated purposes.



Notary Public Crystal R. Petrovich
Residing at West Valley, UT

My Commission Expires: 5/7/2016

Exhibit “A”

Exhibit “B”

Exhibit “C”