

## EXHIBIT A

### SECTION 2 – SUMMARY AND SPECIFICATIONS

- 2.1. Summary:** The City seeks a vendor to provide curbside bagged leaf collection and disposal of bagged leaves at the Urbana Landscape Recycling Center. Disposal tipping fees shall be paid by the City.
- 2.2. Specifications:**
- 2.2.1.** The Successful Respondent may recognize and abstain from services on the following holidays for the purpose of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
  - 2.2.2.** The Successful Respondent shall make a good faith effort to collect all bagged leaves with minimal spillage. The Successful Respondent is not obligated to collect leaves that are not in a bag or bags that disintegrate upon lifting. The Successful Respondent shall make collections with a minimum of noise and disturbance.
  - 2.2.3.** The Successful Respondent shall collect all acceptable materials contained in approved containers, except as provided herein, from all residences located within the corporate limits of the City. Acceptable material is defined as leaves and small plant materials collected as a part of raking/collecting of leaves. Woody vegetation, garbage or other materials shall not be collected, even if contained in approved containers.
  - 2.2.4.** An approved container shall mean a kraft paper bag of a nominal size of thirty (30) gallons.
  - 2.2.5.** The Successful Respondent shall provide collection service curbside. Approved containers placed within ten (10) feet of the curb or roadside will be considered curbside.
  - 2.2.6.** The City is currently divided into five (5) collection zones for the purpose of curbside recycling services available at <https://www.urbanaininois.us/residents/recycling-program-u-cycle/residential-recycling-program/collection-schedule>. Each zone contains approximately 1900 single family through fourplex dwelling units. These housing groups are the primary users of this service. The Successful Respondent shall canvass and provide collection service from every street in each zone, Monday through Friday, in accordance with these zones.
  - 2.2.7.** The Successful Respondent may not begin collection earlier than 7:00 a.m. and must complete collection prior to 8:00 p.m. in each zone.
  - 2.2.8.** The Successful Respondent shall dispose of all materials collected under this section at the Landscape Recycling Center (LRC) located at 1201 E. University Ave., Urbana, unless otherwise directed by the City. The LRC is normally open from 8:00 am. until 4:00 pm., Monday through Saturday. The City shall be responsible for and pay all disposal fees at the LRC.
  - 2.2.9.** The City shall compensate the Successful Respondent for each weekly collection as indicated in the Bid Form. The Successful Respondent shall submit an invoice for each weekly collection along with disposal receipts from the Landscape Recycling

Center. The City shall compensate the Successful Respondent for each hour of spot collection as indicated in Exhibit E.

**2.2.10. Leaf Collection History**

	2018	2017	2016	2015	2014	2013
Spring Leaf Cubic Yards	383	290	240	745	875	535
Fall Leaf Cubic Yards	1538	1299	1507	1835	1760	2076

**2.2.11.** The Successful Respondent shall provide collection and disposal services during these periods during the Contract:

**2.2.11.1.** Fall 2019 and 2020

2.2.11.1.1. Leaf collection: Three (3) alternating weeks, beginning in October through first week of December.

**2.2.11.2.** Spring 2020 and 2021

2.2.11.2.1. Leaf Collection: One (1) week, between March and May.

**2.2.12.** The City reserves the right to adjust the timing of any of the collection weeks for any of the collections including moving collection weeks between Spring and Fall and to reduce the number of collections. The City shall provide the Successful Respondent with each season’s collection schedule twenty-one (21) days before the collection is to begin and shall provide ten (10) days’ notice before adjusting that schedule.

**2.2.13.** In addition to the collection dates identified here, the Successful Respondent shall provide up to two days, as needed, of service for “spot collection,” collecting from specific locations. This spot collection would be citywide and the City shall provide the Successful Respondent with a specific list of addresses to collect from. This collection would occur the week after the regular collection periods. After the spot collection, the Successful Respondent shall have no further obligation to provide services for a given collection period.

**2.2.14.** The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Successful Respondent from traveling its accustomed route or routes for collection. The Successful Respondent shall, however, by an acceptable method, continue to provide all collection services to the extent as though no interference existed upon the streets or alleys formerly traversed.

**2.2.15.** The Successful Respondent shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain adequate service. All equipment must be maintained and operated in compliance with all local and state statues, ordinances and regulations and to assure the safety of the collection personnel and residents of the City.

**2.2.16.** All vehicles shall be labeled with the Successful Respondent's name, address, and telephone number and each truck numbered on the sides and rear in numbers at least six (6) inches high, for identification purposes. The Successful Respondent shall maintain all vehicles in a condition satisfactory to uphold a positive public image as reasonably determined by the City.

**2.2.17.** If by reason of force majeure, the Successful Respondent is unable in whole or in part to carry out the obligations on its part contained in the Contract, it shall not be deemed in default during the continuance of such inability. The term "force majeure"

as used herein shall mean as the City in writing approves; acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; storms; floods; tornadoes, washouts; droughts; restraint of government and utilities; or any similar cause or event not reasonably within the control of the Successful Respondent.

The Successful Respondent agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Successful Respondent from carrying out its representations, undertakings, and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Successful Respondent, and the Successful Respondent shall not be required to make settlement of strikes, lockout, and other industrial disturbances by acceding to the demands of the opposing part or parties when such course is in the judgment of the Successful Respondent unfavorable to the Successful Respondent. The Successful Respondent shall advise the City at the earliest possible moment concerning any events constituting a force majeure hereunder.

In the case of a force majeure, the City may grant the Successful Respondent a temporary variance in the Successful Respondent's regular schedules and routes at the option of, and according to conditions set by the City.

**2.2.18.** The Contractor shall be liable to the City for Contract Penalties for each business day that the numbered Contract violations in this section are committed. Each business day that the City determines a violation is committed; the Contractor shall be liable to the City for a \$100 penalty. Violations include:

**2.2.18.1.** Failure to pick up missed collections within twenty four (24) hours on the day following the scheduled collection day;

**2.2.18.2.** Failure to complete collection by 8:00 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled day and the City has not approved the delay;

**2.2.18.3.** Starting collection before the designated time of 7:00 a.m.;

**2.2.18.4.** Inappropriate and unprofessional conduct, including but not limited to harassment, verbal or physical abuse, property damage, or discrimination by the Contractor or its employees

**2.2.18.5.** The assessment of contract penalties shall be at the reasonable discretion of the City, and shall be in lieu of other remedies, if imposed. The City may deduct the full amount of any contract penalties from any payment due to the Contractor, but any contract penalties not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.

**2.2.18.6.** The City may assess contract penalties in lieu of other remedies available to the City for breach of the contract or violation of the City's ordinances. Failure to impose contract penalties for lack of performance shall not constitute a waiver of the City's other rights and/or remedies under either the contract or the City's ordinances or any subsequent failure of performance.