

**CITY OF HOBART BOARD OF PUBLIC WORKS & SAFETY
Resolution No. 2019- 10**

**A Resolution Approving Contract for Disposal of Municipal Solid Waste
and Post Consumer Recyclables by the City of Hobart with Republic Services
d/b/a Illiana Disposal Partnership**

WHEREAS, the Board of Public Works and Safety (“Board”) of the City of Hobart, Indiana (“City”) is the purchasing agency for the City pursuant to §31.004(A) of the Municipal Code of the City of Hobart enacted pursuant to the authority of I.C. §5-22-4-5(a); and

WHEREAS, the Board, as the City’s purchasing agency, has all of the powers and duties authorized under laws of the State of Indiana governing purchasing under I.C. §5-22; and

WHEREAS, the Board, after authorizing and advertising solicitation for bids for a contract to dispose of the City’s municipal solid waste and comingled post-consumer recyclables, the Board received bids, and on December 19, 2018 awarded said contract to Republic Services d/b/a Illiana Disposal Partnership through Board Resolution Number 2018-11; and

WHEREAS, said contract commenced on January 1, 2019, but the contract document itself was not prepared and ready until a recent date; and

WHEREAS, the parties have reached agreement on the contractual language which is substantially embodied in the Agreement which is attached hereto and made a part hereof, and the Board now desires to adopt and approve said contract and authorize its execution by the City.

THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Hobart, Indiana that:

1. The Board now approves the contract with Republic Services d/b/a Illiana Disposal Partnership for the term commencing January 1, 2019 through June 30, 2020 subject to two consecutive option periods of one-year each, the first ending on June 30, 2021 and the second ending on June 30, 2022.

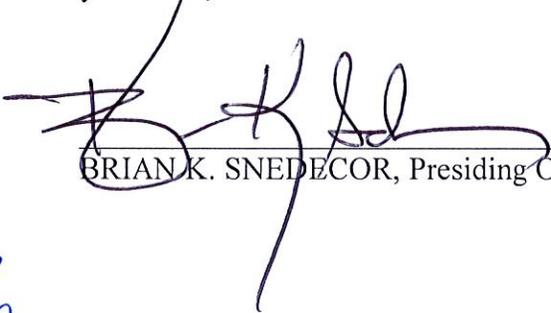
2. The approval of said contract is expressly made contingent on the two corrections written thereon as follows:

a. Inserting the word “Public” before the word “Works” in the first line of the first recital paragraph on page 1; and

b. Changing the commencement date of the “Term” appearing in Section 8 on page 5 from “12/1/2019” to “1/1/2019.”

3. The City Executive and Clerk-Treasurer are authorized to execute and attest to the adoption and approval of the contract attached, as corrected above.

ALL OF WHICH is adopted as the Resolution of the Board of Public Works and Safety of the City of Hobart, Indiana on this 19th day of June, 2019.



BRIAN K. SNEDECOR, Presiding Officer

ATTEST:



DEBORAH A. LONGER, Clerk-Treasurer

**AGREEMENT BETWEEN
THE CITY OF HOBART, INDIANA
AND REPUBLIC SERVICES d/b/a:
ILLIANA DISPOSAL PARTNERSHIP
FOR THE PROCESSING AND DISPOSAL OF REFUSE**

THIS AGREEMENT is made and entered into as of January 1, 2019 by and between the City of Hobart, Indiana, a municipal corporation organized and existing under the laws of the State of Indiana and Republic Services d/b/a Illiana Disposal Partnership.

RECITALS

WHEREAS, the City of Hobart, Indiana Board of ^{Public} Works and Safety, herein after referred to as the "Board," is authorized pursuant to the provisions of I.C. §36-9-30-5 and I.C. §36-1-12-4, *et. seq.* to provide for the method of disposal of solid waste generated within its boundaries, and

WHEREAS, the Board determined that it is in the best interest of the residents of the city of Hobart, hereinafter referred to as the "City," to enter into an agreement that provides a long term solution for the City's solid waste disposal needs, and

WHEREAS, Republic Services d/b/a Illiana Disposal Partnership, hereinafter referred to as "Illiana," has submitted a response to the Board's December 17, 2018 Solicitation of Competitive Bids for a Contract Regarding Disposal Services for Municipal Solid Waste and Recycling, proposing the use of Illiana's progressive transfer station, hereinafter referred to as the "Facility," located at 1525 Clay Street, Lake Station, Indiana, and

WHEREAS, the City has reviewed the capabilities of Illiana and has determined that Illiana provided the lowest responsive and responsible bid which allows the City to meet its goals as well as to meet the City's responsibilities to its citizens and the Indiana Department of Environmental Management, hereinafter referred to as "IDEM", and

WHEREAS, the City and Illiana, hereinafter referred to as "Parties," desire to enter into a supply, processing and disposal agreement whereby the City shall supply to Illiana all Refuse and Single-Stream Co-Mingled Post Consumer Recyclables, hereinafter referred to as "solid waste," that the City generates, produces, stores, collects or processes through its solid waste collection operations to Illiana at its facility and Illiana shall process and dispose of said solid waste of the Board and the City, and

WHEREAS, Illiana represents to the Board and the City that it has the financial capability, experience and equipment necessary to perform this Agreement, hereinafter referred to as "Agreement."

NOW, THEREFORE, IT IS AGREED by the parties, in consideration of the mutual covenants contained herein, and intending themselves to be legally bound, as follows:

This Agreement between the Board, the city and Illiana shall be effective from the 1st day of January, 2019 and until such time it expires or is terminated according to the provisions contained herein. In consideration of the promises and the mutual representations, warranties and covenants herein, the parties agree as follows:

1. Term

The term of this Agreement shall be for a period of eighteen months (18) months commencing on the 1st day of January, 2019 and terminating on the 30th day of June, 2020, except that the City, at its sole discretion, shall have the option to extend this Agreement for up to two (2) successive one (1) year terms under the same terms and conditions as incorporated herein except at the 1st Option Price and the 2nd Option Price stated in Paragraph 8 of this Agreement. The Parties also have the right to extend beyond the two one-year Options if mutually agreed upon by both parties. The Board and/or the city shall have the right to exercise this option at least thirty (30) days prior to the expiration of the term of this Agreement.

2. Processing Facility and Its Operation

The solid waste shall be processed by Illiana in full compliance with all State, Federal and Local laws, rules and regulations. The processing facility shall remain available for use by the city through the duration of this agreement. In addition, Illiana shall process the solid waste so that it does not emit any unreasonable amount of dust, odor or noise as to cause a nuisance and Illiana shall keep the surrounding area free of debris from the facility and garbage trucks delivering to the Facility. The operations of

the Facility shall be under roof. All solid waste shall be received and at all times kept on concrete within the Facility. However, those waste streams which are not affected by the weather may be stored outside. The size of the Facility shall be sufficient to permit the Facility to efficiently handle all of the City's solid waste covered by this Agreement.

3. Processing Facility Permit

The parties hereby acknowledge and agree that the facility is an Indiana Department of Environmental Management (IDEM) permitted facility. The Facility's IDEM Permit # is FP 45-33.

4. Obligation to Accept Solid Waste

Illiana shall accept the City's solid waste at the Facility five (5) days per week, specifically between 6:00 a.m. and 4:00 p.m. Monday thru Friday. The Facility shall be open on Saturday for any week which contains the following holidays which would occur on a weekday:

New Years Day	Labor Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All solid waste delivered to the Facility must be non-hazardous, non-special solid waste which the Facility is permitted by law to accept for processing, recycling and transferring for final disposal.

5. Commitment to Deliver Solid Waste

It is agreed by the parties that all of the City's solid waste covered by this Agreement shall be delivered at City's expense to the Illiana Facility.

6. Hazardous Materials, Tires and White Goods

It is agreed by the Parties that City shall not deliver any hazardous materials to Illiana's Facility at any time during the term of this Agreement.

In addition, City shall not deliver, nor shall Illiana accept the following waste from City:

- (a) Railroad ties other than landscaping ties. Landscape ties shall be free of any and all steel or iron including but not limited to any and all steel plates, steel spikes and landscape iron.
- (b) Acidic or caustic matter in any form, dry gaseous or solution
- (c) Batteries
- (d) Liquid Waste
- (e) Asbestos
Medical Waste
- (g) Infectious Waste
- (h) Household Hazardous waste
- (i) Sludges
- (j) Animal carcasses
- (k) Any other waste deemed to be unacceptable by Local, state or Federal Regulation

In the event the city delivers tires, the rate per tire shall be as follows:

Passenger Tires:	\$ 3.25
Light Truck Tires	\$ 4.50
Truck Tires:	\$ 5.50
Large off-road Tires:	\$ 18.00

White goods may be delivered separately or comingled with the City's refuse or construction and demolition debris only. Any and all refrigerators, as well as any Freon containing white goods or solid waste shall be purged and free of any Freon contamination.

7. Disposal of Solid Waste

All solid waste delivered by the City to the Iliana Facility shall be properly disposed by Illiana at licensed landfills at Illiana's expense. All solid waste shall be properly disposed of at the following landfills:

Newton County Landfill
2266 East 500 South
Brook, IN 47922

County Line Landfill
7922 North Old U.S. Highway 31
Argos, IN 46501

8. Prices for Processing and Disposal for the Period Beginning January 1, 2019 and ending June 30, 2020

Term	1 st Option	2nd Option
1/1/2019-12/31/2019 1/1/2019-6/30/2020	7/1/2020-6/30/2021	7/1/2021-6/30/2022
REFUSE: \$ 56.32 per ton	\$ 58.85 per ton	\$ 60.62 per ton
CO-MINGLED RECYCLABLES: \$ 0.00 per ton	\$ 0.00 per ton	\$ 0.00 per ton

The above prices are on a per ton basis and every load shall be weighed. A ton means 2,000 pounds and not a metric ton, This Agreement does not include a minimum number of loads or tonnage to be disposed nor does it include a minimum one (1) ton charge for every load of waste delivered. These prices are inclusive of any and all application fees or taxes relating to the disposal of the City's waste.

9. Commingling

Each and every category of municipal solid waste as defined in the December 17, 2018 Solicitation of Competitive Bids for a Contract Regarding Disposal Services for Municipal Solid Waste except for co-mingled post consumer recyclables shall not be commingled.

10. Billing and Payment

Every fifteen (15) days, Illiana shall invoice the City for all applicable charges as defined in this Agreement that pertain to the previous fifteen (15) day period. Each invoice shall contain the dates on which each load of solid waste billed for was delivered; the number of tons delivered; the type of waste in each load; and the rate per ton applied to each load. The City shall pay Illiana the amount of such invoice within 30 days after receipt of the appropriate invoice.

11. Title to Solid Waste

Title to any solid waste delivered to the Facility pursuant to this Agreement shall be passed on to Illiana at the time the solid waste is fully delivered to the tipping floor of the Facility. Non-conforming or hazardous waste delivered to the Facility shall not be accepted at the Facility at any time and proper disposal of any non-conforming or hazardous waste shall be the responsibility of the City who is attempting to deliver such waste. In the event that any non-conforming or hazardous materials are dumped at the Facility, Illiana shall immediately take steps for it to be removed and disposed in the appropriate manner. The City shall reimburse Illiana for any verified costs related to removing and disposing of any such materials which the City delivers to the Facility.

12. Hold Harmless and Indemnification

The City shall indemnify and hold harmless Illiana, its present and future officers, directors, employees, agents, subsidiaries, affiliated corporations, contractors, servants, lessees and concessionaires from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, personal injuries, and/or damage to property and costs and expenses incidental thereto (including costs of defense, settlement

and reasonable attorney's fees) which any of them or all of them may hereafter suffer, incur, be responsible for, or pay out, as a result of personal injuries (including death), to any person (including loss of use), to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules, regulations of any governmental unit, entity or agency, directly or indirectly caused by, or arising out of any breach of representations by the City, negligence, willful act or omission by the City, its elected officials, officers, employees, agents, contractors, servants, lessees or concessionaires, in the performance of this Agreement, or the City's breach of the terms of this Agreement.

Illiana shall indemnify and hold harmless the Board and City, its present and future elected officials, officers, employees, agents, contractors, servants, lessees or concessionaires from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, personal injuries, and/or damage to property and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any of them or all of them may hereafter suffer, incur, be responsible for, or pay out, as a result of personal injuries (including death), to any person (including loss of use), to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules, regulations of any governmental unit, entity or agency, directly or indirectly caused by, or arising out of any breach of representations by Illiana, negligence, willful act or omission by Illiana, its officers, directors, subsidiaries, affiliated corporations, employees, agents, contractors, servants, lessee, or concessionaires, in the performance of this Agreement or Illiana's breach of the terms of this Agreement.

13. Confidentiality

If as a result of this Agreement either party is exposed to confidential information of the other party, the parties agree to not use the confidential information in any way to gain a competitive advantage over the other party and agree not to disclose such information to anyone else except as required by law.

14. Cost of Litigation

In the event of any claim, cause of action, or litigation arising out of this Agreement, the prevailing party shall be entitled to recover all of its costs in prosecuting or defending said claim or cause of action, including but not limited to reasonable attorney fees.

15. Jurisdiction and Savings Clause

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Indiana. If any provision of this Agreement is declared invalid, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Waiver

No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. No failure by a party to exercise a right or remedy available hereunder, or otherwise available under law, shall constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms of this Agreement.

17. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter it covers, it being understood that all other agreements, memoranda, correspondence and conversations between the parties hereto are terminated and merged into this Agreement. No subsequent modifications or amendments to this Agreement shall be effective unless in writing and duly signed by each of the parties hereto.

18. Insurance

Illiana shall, during performance hereof, maintain the following insurance coverage in types and dollar amounts shown below:

Coverage Type, Minimum Amount and Limits:

- a. Workers' Compensation Statutory Requirements at Location of Work
- b. ~~Employer's Liability to Extent Included in Worker's Compensation Insurance~~
- c. Comprehensive General Liability \$2,500,000 Combined Single Limit BI/PD
- d. Umbrella Liability \$5,000,000 Each Occurrence, \$5,000,000 Annual Aggregate
- e. Commercial Auto Liability \$5,000,000 Combined Single Limit.

Prior to commencement of activity hereunder, Illiana shall provide the Board with certificates of insurance evidencing all above coverage required by this Agreement. Renewal certificates of insurance evidencing such coverage shall be submitted to the Board no less than fifteen (15) days prior to the expiration dates of any expiring policies. All policies required hereunder shall name the Board and the City as additional insureds

and shall provide that the Board and the City shall be given 30 days prior written notice in event of cancellation or material change in coverage.

19. Force Majeure

In the event either party is prevented from performing their obligations set forth under the terms of this Agreement due to Acts of God, strikes, riots, fire, accidents, governmental intervention, court decree or other conditions beyond their control which prevent performance, including meeting the minimum requirements provided by Paragraph 5, said non-performance shall not constitute a breach of this Agreement.

20. Assignability

It is understood that this is an Agreement for solid waste processing and disposal services and neither party may assign or otherwise transfer any responsibility or duty it may have under this Agreement to anyone without the prior written consent of the other party which consent shall not be unreasonably withheld.

21. Termination for Cause

A breach of any substantial term of this Agreement shall be grounds for termination of the Agreement by the non-breaching party if the breaching party fails to cure the breach within 14 days of receiving written notice of the breach and intent to terminate from the non-breaching party. Any notice to the City shall be provided to the Mayor at 414 Main Street, Hobart, Indiana 46342. Unless otherwise directed in writing, any notice to Illiana shall be provided to Illiana at 865 Wheeler Street, Crown Point, Indiana 46307. The above stated cure periods may be extended by written agreement of the parties.

IN WITNESS WHEREOF, the Parties have executed this agreement this 19th Day of JUNE, 2019.

REPUBLIC SERVICES OF INDIANA DBA, ILLIANA DISPOSAL PARTNERSHIP

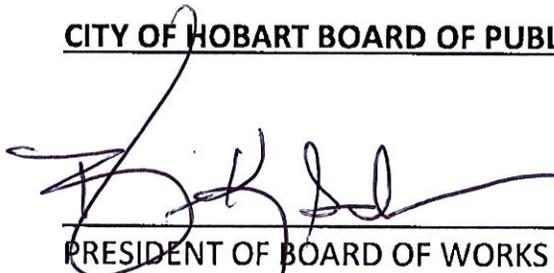


GENERAL MANAGER



ATTEST

CITY OF HOBART BOARD OF PUBLIC WORKS AND SAFETY



PRESIDENT OF BOARD OF WORKS



ATTEST

ADOPTED AND APPROVED by the Board of Public works and Safety of the City of Hobart, Indiana on this 19th Day of JUNE, 2019