

CITY OF PEORIA C O N T R A C T

This agreement, made and entered into this _____ day of _____ A.D., 2016, by and between the City of Peoria, a municipal corporation, party of the first part, and EP!C – Empowering People, Inspiring Capabilities, 1913 W. Townline Road, Peoria, IL 61615 his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

EP!C will perform various services in downtown Peoria on the public right of way including, but not limited to trash can cleaning and disposal, recycle can cleaning and disposal, litter pick up, and other cleaning duties as may be assigned by the City of Peoria Public Works Division. The actual service and pricing is described on page two of this agreement.

THE CITY OF PEORIA

By *[Signature]*
City Manager

PARTY OF THE SECOND PART

EPIC
(Name of individual, firm, or corporation)

By *[Signature]*
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By *[Signature]*
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By *[Signature]*
(Name of Individual)

APPROVED USING DEPARTMENT

By *[Signature]*
(Department Head)

BASE CONTRACT SERVICES

1. Clean 167 City owned trash cans per the attached map for a total of 123 cans in the (Central Business District and 44 cans in the Warehouse District). These cans are to be cleaned five days a week every week of the year except for days with severe weather as determined by EP!C. Providing plastic trash bags and disposal of the trash is included. Trash can repair is not included. The cost of this service is \$2720.00 per month or \$32,640.00 annually.
2. Provide two workers to pick up litter every Friday afternoon for approximately 2 hours. Providing plastic trash bags and disposal of the trash is included. Locations to be serviced are the Library, City Link, the Civic Center, Main Street Bars, Main, Adams & Jefferson Street push cart locations, and any other location with activity. The cost of this service is \$92.40 per week.
3. Provide additional trash can cleaning during the IHSA State Basketball Tournament. Trash cans will be cleaned 3 times daily on Thursday, Friday, and Saturday and 1 time on Sunday. This will be done two weeks in a row. Providing plastic trash bags and disposal of the trash is included. The City will provide dumpsters for trash disposal. The cost of this service will be a one time, annual charge of \$1,712.96.

ADDITIONAL SERVICES

1. If the number of downtown trash cans cleaned by EP!C changes during the course of this contract, EP!C's price will be adjusted by \$16.29 per can per month for the daily service and \$15.00 per can for the IHSA annual cleanup.
2. Other services may be requested such as power washing sidewalks or other clean up. Any additional work will be billed at \$23.10 per worker per hour plus the cost of any special equipment.

PRICE ADJUSTMENT

In the event of an increase in the minimum wage rates EP!C will be allowed to adjust their billing schedule by the percentage of the increase in wages.

TERM OF CONTRACT

This contract will be in effect from the date of execution until **February 1, 2016**. Upon completion of satisfactory service during the first term, as determined by City Staff, the City may choose to extend the contract for an additional year until **February 1, 2017**. This

contract can be cancelled by either party after giving 60 days notice in writing.

NOTE: See attached list and map for locations of trash cans to be serviced.