

CITY OF PEORIA CONTRACT

This Agreement made and entered into this ____ day of _____, 2021, 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 their executors, administrators, successors or assigns, part of the second part (Contractor).

Contractor will perform various services in downtown Peoria on the public right of way, including but not limited to trash can emptying and other cleaning duties as may be assigned by the City of Peoria Public Works Division. The actual service and pricing are described in the **BASE AGREEMENT SERVICES** of this Agreement.

BASE AGREEMENT SERVICES

1. Base Services - empty 168 City-owned trashcans per the attached map. Empty the trashcans five days a week (Monday through Friday), every week of the year except days as listed below in item 2.
 - a. These trashcans are to be serviced by the Contractor for four (4) hours, typically between 8 AM and 12 PM. These hours may be adjusted on days with extreme weather. Hour changes shall be coordinated in advance with Public Works. If the services are not conducted, the Contractor will not charge for these services.
 - b. On Fridays for two hours, typically from 1 PM to 3 PM, a shift of workers shall empty additional trash from hot spot locations or litter collection. These hours may be adjusted on days with extreme weather. Hour changes shall be coordinated in advance with Public Works. The hot spot locations include the riverfront, Peoria Public Library, City Hall, Peoria Civic Center, Main Street bars, Main, Adam, Jefferson Street pushcart locations, and any other location(s) with high activity. The Friday additional collection may not be needed every week in the winter. The Contractor will make a recommendation based on the volume of trash collected that week if Friday additional collection service is needed. The Contractor shall notify Public Works with that recommendation and to get approval. Public Works may cancel Friday's service by notifying the Contractor before 12:30 PM on Friday. If the services are not conducted, the Contractor will not charge for these services.
 - c. The Contractor shall provide all plastic trash bags.
 - d. The City of Peoria will provide a dumpster at a downtown location for disposal of the trash collected. Public Works will coordinate with the Contractor on the dumpster location and getting the dumpster emptied.
 - e. Trashcan repair is not to be required in the Contractor's services.
 - f. Additional trashcan(s) may be added to the routes as long as the trashcan(s) is within the current geographic can area and it does not exceed what can be collected during the hours set in Base Service.

- g. Contractor staff will wear personal protective equipment (PPE) such as high-visibility clothing and gloves. The truck used shall be labeled that it makes frequent stops and waste collection. The Contractor is responsible for providing the PPE and truck labeling.
 - h. If a trashcan is overflowing, the Contractor must have a response time of two hours within current service hours to empty the overflowing can. If it is not within current service hours, the can shall be emptied at the beginning of the next service day. If there are overflowing cans, the Contractor must prioritize hot spot locations and drive to those locations first.
2. Service Interruptions
- a. Services will not be provided these eight holidays:
 - i. New Year's Day
 - ii. Martin Luther King Day
 - iii. Memorial Day
 - iv. Independence Day
 - v. Labor Day
 - vi. Thanksgiving Day
 - vii. Friday after Thanksgiving Day (also known as Black Friday)
 - viii. Christmas Day
 - b. Services will not be provided on days with severe weather as determined by the Contractor. The Contractor defines severe weather as large accumulations of snow and/or ice, consistent rain all day, and temperatures below 20°F.
 - i. If there is severe weather, then there will be no service. If the severe weather subsides, then the Contractor may delay work start time to when the severe weather ends.
 - ii. In the event of severe weather, the Contractor shall notify the Public Works Department by email to the project manager and to publicworks@peoriagov.org by no later than 10 AM the day of the severe weather or within 2-hours if the weather change happens after 10 AM.
 - iii. In the event of severe weather, the Contractor shall contact Public Works Trash Cart Manager by 10 AM to schedule makeup for the four hours of the collection over the following two days.
 - iv. If severe weather occurs on a Friday, then makeup collection will not occur until the following Monday.
 - c. If a collection day is missed due to a holiday or severe weather, then the collection will occur the following day in the afternoon. If there are three consecutive days of severe weather and/or a holiday, the Contractor shall drive around if weather permits and empty cans. During events of extremely cold temperatures, the Contractor will drive to the hotspots and document overflowing cans, and empty the cans if weather permits.
 - d. If a holiday occurs on a Friday, the last workday prior to the holiday will be expanded to include a two-hour afternoon collection. This afternoon collection cost will be included in the base service monthly cost.
3. Additional Services

1. Additional collections for special events such as St. Patrick's Day parade, Santa Clause parade, etc., may be requested by Public Works Staff. Public Works Staff and Contractor staff will negotiate at least seven (7) prior for any additional services in writing.
 - a. The City will determine the cans to be cleaned with the Contractor's input
 - b. Additional charges will be applied for Saturday and Sunday collections.
 - c. The price for additional services will be negotiated between Public Works and Contractor prior to the event.
2. Other services may be requested, such as extra clean-up at defined locations. Public Works Staff and Contractor Staff will negotiate at least seven (7) before any desired Additional Services in writing. The exact services, additional compensation, and services date must be agreed to by parties before work beginning.

COST FOR SERVICE

1. Pricing for the basic service includes all expenses to empty and dispose of the trash.
2. The cost for service shall be adjusted annually to reflect minimum wage increases.
3. The price for services shall be as follows in the table below.
 - a. If Additional Services are requested, work would be charged at the same rate as the Friday hotspot (two-hour) collection cost for two hours of work in the table below.
 - b. If Friday hotspot (two-hour) collection is not performed, the weekly cost shall not be charged on the next invoice.
 - c. The estimated total annual cost of service for 2021 services will depend on the date of signature.

Year	Minimum Wage	Base Service Monthly Cost	Friday Hotspot Collection Monthly Cost (cost for two hours of work)	Additional Services (assumed 16 hours per year)	Estimated* Annual Total
2021**	\$11.00	\$4,435.00	\$632.67 (\$146.00)	\$1,168.00	\$26,506.35
2022	\$12.00	\$4,735.00	\$671.67 (\$155.00)	\$1,240.00	\$66,120.04
2023	\$13.00	\$5,035.00	\$715.00 (\$165.00)	\$1,320.00	\$70,320.00
2024	\$14.00	\$5,330.00	\$754.00 (\$174.00)	\$1,392.00	\$74,400.00
2025	\$15.00	\$5,630.00	\$793.00 (\$183.00)	\$1,464.00	\$78,540.00
5 Year Total:					\$315,886.39

* Total annual cost will be impacted by the Friday hotspot collection schedule and the Additional Services' cost for special events.

** 2021 includes August through December (5 months) at the new rate.

TERMS OF AGREEMENT

1. This Agreement will be in effect from the date of execution until December 31, 2021. Upon completion of satisfactory service during the first term, as determined by the City

of Peoria Public Works Staff, the City may choose to extend the Agreement for additional one-year extensions up to and including 2025. Either party can cancel this Agreement after giving 60 days' notice in writing. Each year the City will provide Contractor the number of cans and an updated map for that year.

2. The Public Works Department will be overseeing this Agreement. Contractor shall direct any questions or issues related to this Agreement to Public Works Staff.
3. Invoicing. The City will make payments for services rendered monthly in accordance with invoices rendered by Contractor. Invoice shall include details including the period the work was completed, work performed, and detailed description of any additional services.
4. Contractor and the City agree to work together based on trust, good faith, and fair dealing to achieve this Agreement's intent. Each party shall take actions that are reasonably necessary to enable the accurate completion of the services and obligations under this Agreement as intended in a timely, efficient, and economical manner.
5. Contractor is required to determine and provide all necessary PPE for its workers.
6. Contractor shall obtain and maintain, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below. This section may be updated during an annual renewal if the City's insurance requirements change.
 - a. Automobile Insurance - The Contractor shall take out and maintain during the life of the project such automobile insurance covering all owned and non-owned vehicles as shall project the Contractor and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.
 - b. Workers Compensation Insurance – The Contractor shall take out and maintain during the life of this project Worker's Compensation Insurance for all of the employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor, and any such insurance obtained by any subcontractor or subcontractors shall be approved by the City of Peoria.
 - c. Commercial General Liability Insurance that provides Property Damage and/or Bodily Injury in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - d. The Contractor shall furnish the City of Peoria with satisfactory proof of insurance coverage.
 - e. Certificates of insurance are required. The Certificate must state the following "The City of Peoria, its officers, directors, employees, agents, and Representative; and the Owner's Representative, its officers, directors, employees, agents, and Representative" are named as Additional Insured on a primary basis for liability arising out of the Contractor's operations."

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the part of the first part, and according to the terms expressed in the bond referring to these presents, the part of the second part agrees with

the said party of the first part, at his/her own proper costs and expense to furnish and deliver all work, materials and supplies in accordance with the specifications contained in the 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 bit and specifications are parts of this Agreement and shall be deemed a part of hereof. It is also understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or his/her 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 data above mentioned.

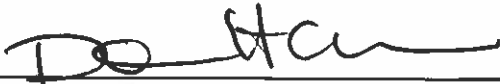
THE CITY OF PEORIA

By _____
City Manager (date)

PARTY OF THE SECOND PART

EPIC

(Name of individual, firm, or corporation) (date)

By 

(Member of firm or officer of the corporation) (date)

APPROVED FINANCE DEPARTMENT

By _____
(Name of individual) (date)

APPROVED LEGAL DEPARTMENT

By _____
(Name of individual) (date)

APPROVED USING DEPARTMENT

By _____ (Department Head)
(Name of individual) (date)