

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM FOR A FIVE-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE AND YARD WASTE COLLECTION SERVICES, AND FOR THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE TRANSFER STATION AND THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, on or about October 4, 2010, and after competitive bidding, this Council adopted Ordinance No. 2010-129 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services (hereinafter "Browning-Ferris") for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the Agreement for one successive additional five (5) year term commencing January 1, 2016 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such extension, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City and Browning-Ferris are desirous of entering into an Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines that the final proposal submitted by Browning-Ferris for the extension of the Solid Waste Agreement for a successive additional five (5) year term commencing January 1, 2016, is in compliance with the applicable requirements of the Solid Waste Agreement, and is competitive, fair and reasonable, and in the best interests of the City.

Section 2. That accordingly the Mayor be and hereby is authorized and directed to enter into an Addendum to the Solid Waste Agreement with Browning-Ferris, in substantially the form which is attached hereto as Exhibit B and incorporated herein by reference as the same may be approved by the Law Director, and which, in all respects, is hereby approved (the "Addendum to Agreement"), and at the unit prices reflected in Exhibit A and attached worksheet, and in a total amount not to exceed \$12,409,004.80, based upon estimated volumes for the five (5) year period commencing January 1, 2016.

Section 3. That the funds necessary for the purposes of the Addendum to Agreement shall be paid commencing January 1, 2016 from the General Fund consistent with future appropriations sufficient to meet the contractual obligation.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Addendum to Agreement in order to continue the operation, maintenance and management of the aforesaid facilities and appurtenances, and to secure and conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michael Daymut
 President of Council

Approved: Thomas S. Burris
 Mayor

Date Passed: March 16, 2015

Date Approved: March 17, 2015

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: Aimee Pientka
 Clerk of Council

ORD. No. 2015-044 Amended: _____
 1st Rdg. 03-02-15 Ref: PS+C
 2nd Rdg. 03-16-15 Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 03-16-15 Defeated: _____



February 11, 2015

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Attention: Mr. Joe Walker

Dear Joe,

Please find attached pricing for both collection and disposal of the Solid Waste and Recyclable Materials for the period beginning January 1, 2016 through December 31, 2020. In addition we have included a minimum royalty fee guarantee for the entire five (5) year period as it relates to the operation of the transfer station. This guarantee insures the city compensation for the transfer station operation regardless of volumes.

We have also included an increase in the per ton royalty fee for all volumes above the 2014 actual third party tonnage.

I would like to thank you for allowing us to serve the residents in the City of Strongsville and we welcome the opportunity to continue that relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kidder", with a long, sweeping underline.

Dave Kidder
Area Municipal Services Manager

22730 Fairview Center Drive
Suite 100
Fairview Park, OH 44126
440.414.2291 • Fax 440.716.8056
www.republicservices.com

EXHIBIT A



February 11, 2015

City of Strongsville 5 Year Extension Pricing beginning January 1, 2016 through December 31, 2020

	2016 Pricing	2017 Pricing	2018 Pricing	2019 Pricing	2020 Pricing
Solid Waste Collection and Disposal	\$5.69 per unit	\$5.85 per unit	\$6.02 per unit	6.22 per unit	\$6.44 per unit
Recyclable Material Collection and Processing	\$1.67 per unit	\$1.71 per unit	\$1.76 per unit	\$1.81 per unit	\$1.86 per unit
Municipal Facilities Solid Waste and Recyclable Material Collection, Disposal and Processing	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month
City Solid Waste Disposal Per Ton	\$36.61 per ton	\$37.70 per ton	\$38.83 per ton	\$39.99 per ton	\$41.19 per ton
Guarantee Royalty Fees for Extension payable in January of each extension year	\$24,000	\$24,500	\$25,000	\$25,500	\$26,000
Royalty Fees for Volumes above Guarantee Based on 2014 - 3rd party tons of 31,883	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton

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City of Strongsville 5 year extension pricing
Republic Services at 02/13/15

Item	2014 Actual	2015 Current	Pricing							
			2016	2017	2018	2019	2020			
A Solid waste collection and disposal										
Per Unit		\$ 5.55	\$ 5.69	\$ 5.85	\$ 6.02	\$ 6.22	\$ 6.44			
Percent Change			2.52%	2.81%	2.91%	3.32%	3.54%			
B Recyclable Material Collection and Processing										
Per Unit		\$ 1.12	\$ 1.67	\$ 1.71	\$ 1.76	\$ 1.81	\$ 1.86			
Percent Change			49.11%	2.40%	2.92%	2.84%	2.76%			
C Municipal Facilities Solid Waste, Recycleable										
Material Collection & Disposal and Processing		\$ 3,288.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00
Percent Change			4.99%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
D City Solid Waste Disposal										
Per Ton		\$ 36.61	\$ 36.61	\$ 37.70	\$ 38.83	\$ 39.99	\$ 41.19			
Percent Change			0.00%	2.98%	3.00%	2.99%	3.00%			
E Guarantee Royalty Fees for Extension payable in										
January of each extension year		\$ 23,912.00	\$ 24,000.00	\$ 24,500.00	\$ 25,000.00	\$ 25,500.00	\$ 26,000.00			
Percent Change			0.37%	2.08%	2.04%	2.00%	1.96%			
F Royalty fees for Volumes above Gurantee										
Percent Change		\$ 0.75	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90
			20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BASED ON										
Municipal Facility Collection (C)	12	\$ 39,456.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00
Number of Stops (A + B Per Unit Charge)	15,680	\$ 1,219,276.80	\$ 1,384,857.60	\$ 1,422,489.60	\$ 1,463,884.80	\$ 1,510,924.80	\$ 1,561,728.00	\$ 1,561,728.00	\$ 1,561,728.00	\$ 1,561,728.00
Tons Processed per Year	25,000	\$ 827,571.14	\$ 915,250.00	\$ 942,500.00	\$ 970,750.00	\$ 999,750.00	\$ 1,029,750.00	\$ 1,029,750.00	\$ 1,029,750.00	\$ 1,029,750.00
Annual Budget		\$ 2,086,303.94	\$ 2,209,733.20	\$ 2,341,531.60	\$ 2,406,413.60	\$ 2,476,058.80	\$ 2,552,098.80	\$ 2,632,902.00	\$ 2,632,902.00	\$ 2,632,902.00
OVERALL ANNUAL INCREASE			5.96%	2.77%	2.89%	3.07%	3.17%			

CITY OF STRONGSVILLE/BROWNING-FERRIS INDUSTRIES OF OHIO, INC.

**ADDENDUM TO AGREEMENT FOR FURNISHING OF SOLID WASTE,
RECYCLABLE AND YARD WASTE COLLECTION SERVICES,
AND THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE
TRANSFER STATION AND THE RECEIPT, TRANSPORT AND
DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE**

THIS ADDENDUM TO AGREEMENT is made and entered into on this 17th day of March, 2015, by and between the **CITY OF STRONGSVILLE, OHIO**, an Ohio municipal corporation with its principal place of business located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City"), and **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware Corporation, dba "Republic Services," located at 22730 Fairview Center Drive, Suite 100, Fairview Park, Ohio 44126 (hereinafter "BFI" or "Contractor").

WHEREAS, on or about October 4, 2010, and after competitive bidding, the City's Council adopted Ordinance No. 2010-129 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services (hereinafter "Browning-Ferris") for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, which Agreement was executed and implemented, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the agreement for one successive additional five (5) year term commencing January 1, 2016 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such five (5) year extension, a copy of which is attached hereto as Exhibit AA and incorporated herein, reflecting unit prices which based upon estimated volumes, total not to exceed charges of \$12,409,004.80 for such period; and

WHEREAS, the City and Browning-Ferris are desirous of entering into this Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, City and BFI agree as follows:

A. The following provisions of the Solid Waste Agreement shall be amended to read as set forth below:

- 1.01 Agreement** – shall mean this Agreement including all Parts thereof between the Contractor and the City including all Exhibits and Appendices, the bid responses accepted by the City, and all other Contract Documents, **including and as modified by any Addendum to the Contract.**

* * *

Ex. B

5.00 COMPENSATION

In consideration of the Contractor's satisfactory performance of all of the services under this Part I of the Agreement, the City shall pay to the Contractor in the manner set forth in the Bid Appendices A, B and C, and at the compensation rates ~~in the respective Bid Forms A, B and C, and Summary in Exhibit AA to the Contract Addendum~~, which is made a part of this Agreement, but with respect to and computed based upon the actual number of Residential Units serviced.

* * *

17.00 COMPENSATION TO AND ADDITIONAL COSTS TO BE BORNE BY CONTRACTOR DURING THE AGREEMENT TERM

17.01 Commencing on the Effective Date of this Agreement, Contractor shall receive and accept all City Solid Waste at the Transfer Station and City shall pay to Contractor a Services Fee for the performance of the Services under only this Part II of the Agreement based upon the rates set forth in ~~the Bid Form D and Summary attached hereto~~, **Exhibit AA to the Contract Addendum**, but based upon actual tonnage each month.

The rates shall be exclusive of current or future applicable governmental taxes or surcharges, if any, with respect to the Transfer Station.

B. The total of all the above compensation to be paid by the City to BFI during the five (5) year contract extension commencing January 1, 2016 shall not exceed the sum of \$12,409,004.80.

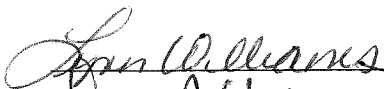
C. The Contract/Performance Bond required by Section 7.00 of the original Agreement shall be properly increased effective January 1, 2016, and thereafter to reflect the new compensation rates and annual estimated volume figures, all as reflected on Exhibit 1 to this Addendum.

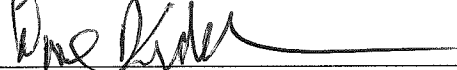
D. Only those provisions specifically set forth in the within Addendum to Agreement have been modified or amended; and otherwise, the original Agreement, including each and every other term, condition, provision, section and subsection shall remain unchanged, and in full force and effect.

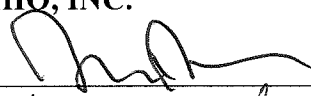
IN WITNESS WHEREOF, the City and BFI, by and through their duly authorized officers and representatives, have executed this Addendum to Solid Waste Agreement as of the date first above written.

Signed in the presence of:

**"BFI"/"CONTRACTOR"
BROWNING-FERRIS INDUSTRIES
OF OHIO, INC.**





By: 

Its: **VICE PRESIDENT**

"CITY"
CITY OF STRONGSVILLE, OHIO

Aimee Pientka
Jillany Mehel

By: Thomas P. Perciak
Thomas P. Perciak
Its: Mayor

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance for the City of Strongsville, Ohio do hereby certify that the monies required to meet the requirements of this Addendum to Solid Waste Agreement, commencing January 1, 2016, will be subject to future annual appropriations by City Council providing for payment of such obligations from the City's General Fund, free from prior encumbrance and in accordance with law.

March 17, 2015
Date

Joseph K. Dubovec
Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Addendum to Solid Waste Agreement this 17th day of March, 2015.

Kenneth A. Kraus
Kenneth A. Kraus, Law Director



February 11, 2015

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Attention: Mr. Joe Walker

Dear Joe,

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We have also included an increase in the per ton royalty fee for all volumes above the 2014 actual third party tonnage.

I would like to thank you for allowing us to serve the residents in the City of Strongsville and we welcome the opportunity to continue that relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kidder", with a long, sweeping horizontal line extending to the right.

Dave Kidder
Area Municipal Services Manager

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Suite 100
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EXHIBIT AA



February 11, 2015

City of Strongsville 5 Year Extension Pricing beginning January 1, 2016 through December 31, 2020

	2016 Pricing	2017 Pricing	2018 Pricing	2019 Pricing	2020 Pricing
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Recyclable Material Collection and Processing	\$1.67 per unit	\$1.71 per unit	\$1.76 per unit	\$1.81 per unit	\$1.86 per unit
Municipal Facilities Solid Waste and Recyclable Material Collection, Disposal and Processing	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month
City Solid Waste Disposal Per Ton	\$36.61 per ton	\$37.70 per ton	\$38.83 per ton	\$39.99 per ton	\$41.19 per ton
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City of Strongsville 5 year extension pricing
Republic Services at 02/13/15

Item	2014 Actual	2015 Current	Pricing									
			2016	2017	2018	2019	2020					
A Solid waste collection and disposal Percent Change		\$ 5.55	\$ 5.69	\$ 5.85	\$ 6.02	\$ 6.22	\$ 6.44	2.52%	2.81%	2.91%	3.32%	3.54%
B Recyclable Material Collection and Processing Percent Change		\$ 1.12	\$ 1.67	\$ 1.71	\$ 1.76	\$ 1.81	\$ 1.86	49.11%	2.40%	2.92%	2.84%	2.76%
C Municipal Facilities Solid Waste, Recycleable Material Collection & Disposal and Processing Percent Change		\$ 3,288.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	4.99%	0.00%	0.00%	0.00%	0.00%
D City Solid Waste Disposal Percent Change		\$ 36.61	\$ 36.61	\$ 37.70	\$ 38.83	\$ 39.99	\$ 41.19	0.00%	2.98%	3.00%	2.99%	3.00%
E Guarantee Royalty Fees for Extension payable in January of each extension year Percent Change		\$ 23,912.00	\$ 24,000.00	\$ 24,500.00	\$ 25,000.00	\$ 25,500.00	\$ 26,000.00	0.37%	2.08%	2.04%	2.00%	1.96%
F Royalty fees for Volumes above Gurantee Percent Change		\$ 0.75	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	20.00%	0.00%	0.00%	0.00%	0.00%
BASED ON												
Municipal Facility Collection (C)	12	\$ 39,456.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00					
Number of Stops (A + B Per Unit Charge)	15,680	\$ 1,219,276.80	\$ 1,384,857.60	\$ 1,422,489.60	\$ 1,463,884.80	\$ 1,510,924.80	\$ 1,561,728.00					
Tons Processed per Year	25,000	\$ 827,571.14	\$ 915,250.00	\$ 942,500.00	\$ 970,750.00	\$ 999,750.00	\$ 1,029,750.00					
Annual Budget		\$ 2,086,303.94	\$ 2,209,733.20	\$ 2,341,531.60	\$ 2,476,058.80	\$ 2,552,098.80	\$ 2,632,902.00					
OVERALL ANNUAL INCREASE			5.96%	2.77%	2.89%	3.07%	3.17%					

CITY OF STRONGSVILLE

**EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company BROWN, GIBBS & ASSOCIATES, INC.
By: [Signature]
Date: FEBRUARY 13, 2015

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Cuyahoga)

John Doyen, being first duly sworn, deposes and says that
he/she is Vice President of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

[Signature]
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 23 day
of February, 2015.

[Signature]
Notary Public



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

DELINQUENT PERSONAL PROPERTY STATEMENT

BROWNING TERRISTIND. OF OHIO INC having been awarded a Contract by the City of
(name of contractor/proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

BROWNING TERRISTIND. OF OHIO INC
(Company Name)

By: [Signature]

Its: VICE PRESIDENT

STATE OF Ohio)
) SS:
COUNTY Cuyahoga)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 23 day of February, 2015.



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

[Signature]
Notary Public

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

Browning Ferris Ind. of Ohio Inc

By: [Signature]

Title: VICE PRESIDENT

Date: FEBRUARY 23, 2015

STATE OF Ohio)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 23 day of February, 2015.



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

[Signature]
Notary Public