

# VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453  
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

## Department of Public Works

10/13/22

### PRIVATE COLLECTING AND HAULING OF GARBAGE AND RECYCLABLES

Currently, garbage and recycling collection services are provided by the Village of Allouez Street Department. In general, the Village collects residential garbage and recyclables from single- and multi-family (four residential dwelling units or less), duplex, and condominium dwelling units. In addition to the residential units, the Village collects garbage and recyclables from a limited number of non-residential landuses that include government, institutional, and commercial properties.

The garbage and recyclables are hauled and disposed of at two Brown County Transfer Stations (Recycling and Refuse). In 2021 the Village entered into a low-cost long-term Solid Waste Management Agreement with Brown County.

The Village's garbage and recycling trucks are at or nearing the end of their service life and over the next couple years will need to be replaced at an estimated cost of \$300,000 per truck. In addition, due to a number of recent retirements, there is currently an unfilled operator position in the Street Department. We anticipate another retirement in the street dept. in the distant future.

Earlier this year because of the anticipated retirements and age of equipment, Village Staff obtained approval from the Public Works Committee and Village Board to prepare a Request for Proposal for Residential Garbage and Recycling Collection Services. A draft RFP was prepared and content provided within was used to reach out to area providers/contractors to better understand cost of the contracted service. A copy of the DRAFT RFP and a summary of the Village and neighboring community garbage and recycling service cost has been provided in the meeting packet.

A number of our neighboring communities contract with Harters Fox Valley Disposal for the hauling and collection of Garbage and recyclables of which include Bellevue, Howard, Suamico and Town of Ledgeview. Garbage and recyclable collection services are provided on a combined cost per household per month basis. This cost does not include the disposal of garbage and recyclables as for they are also under agreement with Brown County for the disposal of their waste.

For comparison purposes a contract length of seven years was evaluated. The 7-year term closely coincides with the expected/typical service life of garbage truck. However contract terms of 3- and 7-years are not uncommon by providers. An annual consumer price index of 2.5% was applied to the provided contract rates. Not included in the cost breakout are fuel surcharges and disposal cost.

Based on the cost data collected it appears that a significant amount of money can be saved by the contracting out of the Garbage and Recycling Collection Services. Ultimately how best to effectively and efficiently offer service will be determined by public comment and discussion provided at committee meetings and at the Village Board.

5-yr Contract

Solid Waste and Recycling Annual Collection and Hauling Cost						
Comparison Does Not Include Contracted Disposal Cost with Brown County						

Date: 08/04/2022						
Municipality	2021 Allouez**	Allouez****	Allouez****	Howard	Suamico	Ledgeview
Population	14,000	14,000	14,000	20,693	13,012	8,134
Mileage (Miles)	54	54	54	110	134	61
Area (Square Miles)	5.5 sq mi	5.5 sq mi	5.5 sq mi	23 sq mi	59.42	17 sq mi
No. Residential Units	5300	5300	5300	6300	4000	2371
Weekly Garbage	X	X	X	X	X	X
Recycle Collection (Every Other Week)	X	X	X	X	X	X
Cost of 5-Year Service	Yearly Annual Cost with 2.5% CPI Applied	Contracted Cost Per Household Per Month - \$6.28	Contracted Cost Per Household Per Month - \$7.00	Contracted Cost Per Household Per Month - \$6.28	Contracted Cost Per Household Per Month - \$8.05	Contracted Cost Per Household Per Month - \$8.95
Annual Cost						
2022	\$468,458	\$399,408	\$445,200	\$474,768	\$386,400	\$254,645
2023	\$480,169	\$409,393	\$456,330	\$486,637	\$396,060	\$261,012
2024	\$492,173	\$419,628	\$467,738	\$498,803	\$405,962	\$267,537
2025	\$504,478	\$430,119	\$479,432	\$511,273	\$416,111	\$274,225
2026	\$517,090	\$440,872	\$491,417	\$524,055	\$426,513	\$281,081
Total Cost	\$2,462,368	\$2,099,420	\$2,340,117	\$2,495,537	\$2,031,045	\$1,338,500
Contract Rate Savings		\$362,948	\$122,251			

\*\* 2021 Cost w/ 2.5% CPI

\*\*\*\*Allouez Cost at a Contracted Rate with 2.5% CPI Applied

\*\*\*\*\*Howard, Suamico, and Ledgeview Contracted Rates with Annual 2.5% CPI Applied

7-yr Contract

Solid Waste and Recycling Annual Collection and Hauling Cost						
Comparison Does Not Include Contracted Disposal Cost with Brown County						

Date: 08/04/2022						
Municipality	2021 Allouez**	Allouez****	Allouez****	Howard	Suamico	Ledgeview
Population	14,000	14,000	14,000	20,693	13,012	8,134
Mileage (Miles)	54	54	54	110	134	61
Area (Square Miles)	5.5 sq mi	5.5 sq mi	5.5 sq mi	23 sq mi	59.42	17 sq mi
No. Residential Units	5300	5300	5300	6300	4000	2371
Weekly Garbage	X	X	X	X	X	X
Recycle Collection (Every Other Week)	X	X	X	X	X	X
Cost of 7-year Service	Yearly Annual Cost with 2.5% CPI Applied	Contracted Cost Per Household Per Month -	Contracted Cost Per Household Per Month -	Contracted Cost Per Household Per Month -	Contracted Cost Per Household Per Month -	Contracted Cost Per Household Per Month -
		\$6.28	\$7.00	\$6.28	\$8.05	\$8.95
Annual Cost						
2022	\$468,458	\$399,408	\$445,200	\$474,768	\$386,400	\$254,645
2023	\$480,169	\$409,393	\$456,330	\$486,637	\$396,060	\$261,012
2024	\$492,173	\$419,628	\$467,738	\$498,803	\$405,962	\$267,537
2025	\$504,478	\$430,119	\$479,432	\$511,273	\$416,111	\$274,225
2026	\$517,090	\$440,872	\$491,417	\$524,055	\$426,513	\$281,081
2027	\$530,017	\$451,893	\$503,703	\$537,156	\$437,176	\$288,108
2028	\$543,267	\$463,191	\$516,296	\$550,585	\$448,106	\$295,311
Total Cost	\$3,535,653	\$3,014,504	\$3,360,116	\$3,583,278	\$2,916,327	\$1,921,918
Contract Rate Savings		\$521,149	\$175,537			

\*\* 2021 Cost w/ 2.5% CPI

\*\*\*\*Allouez Cost at a Contracted Rate with 2.5% CPI Applied

\*\*\*\*\*Howard, Suamico, and Ledgeview Contracted Rates with Annual 2.5% CPI Applied



# **DRAFT REQUEST FOR PROPOSAL**

## **Residential Garbage and Recycling Collection Services**

Sean Gehin, P.E.  
Director of Public Works  
920-448-2800 Ext. 108  
[sean.gehin@villageofallouezwi.gov](mailto:sean.gehin@villageofallouezwi.gov)

Brad Lange  
Village Administrator  
920-448-2800 Ext. 106  
[brad.lange@villageofallouezwi.gov](mailto:brad.lange@villageofallouezwi.gov)

# Draft Request for Proposal: Residential Garbage and Recycling Collection Services

## I. INTRODUCTION

Currently, collection services are provided by the Village of Allouez Street Department. The Village collects garbage and recyclables from single- and multi-family dwellings and the non-residential locations listed on page 3.

The Village of Allouez is seeking cost estimates from Contractors for garbage and recycling collection services within the Village of Allouez municipal boundaries (***Exhibit A for Village of Allouez Boundary and Collection map***). Contractor estimated cost will be shared with Village committee and the board to determine how best too effectively and efficiently offer service (i.e. contracted service or continue to offer service utilizing Village staff). If elected by the Village Board to contract out service, a formal RFP will be provided to local contractors for bidding purposes.

For cost estimating purposes and for potential bidding purposes in the future, below is the DRAFT Request For Proposal.

### **Allouez Statistics**

Area	5.2 square miles
Population	14,156

### **Current Collection Information**

Residential Units	
Single Family	4,676
Duplex	372
Condominium	195
Apartment	54
Est. Non-Residential	47
Total	5,344
Tons of Garbage Collected in 2021	3,950
Tons of Recycling Collected in 2021	1,130
Collection Cart Size	65 or 95 gallon
Maximum Number of Carts Per Dwelling	4 (2 garbage, 2 recycling)

### **Collection Frequency**

Garbage Collection	Weekly
Recycling Collection	Every-other-week
Collection Schedule	Monday – Thursday 6 a.m. – 4 p.m.

Prospective contractors who are interested in providing a proposal are encouraged to drive through the Village on collection days to review our current collection practices. Residents may place their garbage in the alley or street – depending on their location within the Village. In

## Draft Request for Proposal: Residential Garbage and Recycling Collection Services

some locations, a combination of both collection areas is used for either the convenience of the resident and/or the convenience of the collector. Any proposed changes to residential collection locations must be approved by the Village of Allouez Board.

**Non-Residential Locations:** The Contractor shall pickup garbage and recycling on the same schedule as residential pickups at no additional charge to the Village at the following locations:

### Village Owned:

Village Hall	1900 Libal Street
Eastlawn Park	1515 Boyd Street
Optimist Park	1680 Libal Street
Webster Park	2111 Jourdain Lane
Allouez Fire Station #8	135 Dauphin Street
Green Isle Park	900 Greene Avenue
Broadview Soccer Complex	2800 East River Drive
Riverview Park	901 Broadview Drive
Sunlight Park	3400 Park Drive
Sunset Park	642 Sunset Circle
Kiwanis Park	3517 East River Drive
Wiese Park	901 LeBrun Street
LeBrun Yard Waste Site	815 LeBrun Street

### Condominium/Apartment Complexes:

Rustic Oaks Condos	1600 Rustic Oaks Court
Webster Heights Condos	Webster Heights Drive
Haven Way Condos	1997, 1999 Libal Street
St Joseph St Condos	300, 340, 366 W St Joseph Street
Old Allouez School Condos	Olde Allouez Court
Langlade Court Condos	Langlade Court
Olde River Court Condos	Olde River Court
Allouez Apartments	3835, 3901, 3951 East River Drive
KB Properties	1300 S Webster Avenue

## Draft Request for Proposal: Residential Garbage and Recycling Collection Services

### Non Residential:

Green Bay Family Dentistry	2313 S Webster Avenue
Divine K9 Grooming	120 E Allouez Avenue
Christ Alone Church	505 E Allouez Avenue
Premier Realty	1227 S Monroe Ave
SFC Shed LLC	1234/1252 Marine St
Building	1253 S Irwin Ave
Loving Chiropractic	1320 S Webster Ave
Darkside Tattoo	1404 S Webster Ave
Lorelei Inn	1412 S Webster Ave
The Pump Room	1500 S Webster Ave
Team Dino Stop LLC	1533 Riverside Dr
St Michaels Pub	1539 Riverside Dr
Repair Garage	1541 Riverside Dr
Santa Fe Salon	1701 S Webster Ave
Office Building	1825 S Webster Ave
Lin Law LLC	1928 Riverside Dr
US Bank	1950 S Webster Ave
Capital Credit Union	201 W St Joseph St
Office Building	2301 Riverside Dr
Green Bay Family Dentistry	2313 S Webster Ave
Kagen Allergy Clinic	2333 Riverside Dr
First Bible Baptist Church	2605 Libal St
Goldfinch Management	2611 Libal St
Office Building	2643 Libal St
Ascension Lutheran Church	2911 Libal St
Riverside Animal Hospital	3233 Riverside Dr
Advanced Eyecare Center	3237 Riverside Dr A
Chabad of the Bay Area	3607 Libal St
Olejniczak Realty	375 W St Joseph St
Ce Bon Salon	3817 S Webster Ave
Christ Alone Church	505 E Allouez Ave
Edward D Jones	507 Greene Ave
Office Building	529 Greene Ave
Shirley Van's Dance Studio	530 Greene Ave
Coffee Wizardz	536 Greene Ave

Highlighted = Village Code Definition

## **II. DEFINITIONS**

### **Contractor**

An independent contractor licensed to perform waste management services defined in this Agreement.

### **Village**

The Village of Allouez and its authorized agents.

### **Residential Unit**

Single- and multi-family, duplex, or condominium buildings containing not more than four residential dwelling units.

### **Resident**

A person in charge of a dwelling unit and who resides in the dwelling unit.

### **Homeowner**

A person who owns a residence.

### **Garbage**

Residential miscellaneous waste material, excluding recyclables, including but not limited to discarded material resulting from handling, processing, storing, or consumption of food which is subject to decomposition, decay, and putrefaction, contaminated paper (used tissues), wood and cloth. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, bulk waste, construction debris, yard waste, and brush, and it must fit in a garbage container so as to allow the lid to close.

### **Collectable Recyclables**

Includes aluminum containers, corrugated paper and other containerboard, glass containers, magazines, newspaper, office paper, rigid plastic containers, including those made of PETE and HDPE, and steel containers. The items listed as "collectible recyclables" in this definition may be modified by the Public Works Director in accordance with the effective date of Wisconsin law or applicable Wisconsin Department of Natural Resources regulations or variances therefrom. The Public Works Director shall be responsible for informing the public of all acceptable collectible recyclables.

### **Curbside Collection**

The collection of garbage and recycling from the front, side, or rear of a property. Our current collection takes place in alleys, side yards and street fronts depending upon the neighborhood.

*These definitions may be modified from time to time by written agreement of the Village and the Contractor*



### III. SCOPE OF WORK

**Contractor's and Village's Role** – The following outlines the Contractor's and Village's roles:

**1. Services Provided:**

- a. **Residential Garbage and Collectible Recyclables:** The Contractor shall collect garbage and recyclables from buildings containing not more than four residential dwelling units within the corporate limits of the Village of Allouez and shall dispose of the materials collected in accordance with the terms of this proposals.
- b. **Non-Residential units:** The contractor shall collect recyclables and garbage from non-residential locations as described on list above.

**2. Rights and Obligations:** The Contractor shall have the obligation to collect all garbage and recyclables on behalf of the Village from all applicable residences in accordance with the Village's Garbage and Recycling Ordinance.

***(Exhibit D. Garbage and Recycling Ordinance – Village of Allouez)***

**3. Contractor's Employees:** The Contractor shall employ such persons as may be needed to collect the garbage and recyclables on schedule. All such persons shall be employees of the Contractor, who shall be solely responsible for providing workers compensation and for complying with the requirements of the State of Wisconsin and the Department of Commerce and Workforce Development, relating to the employment of such persons. The Contractor shall also be responsible for all claims and bills for wages, salaries, and supplies purchased, or in any way related to the contractor's performance. The contractor further agrees to comply with all applicable Federal regulations regarding employment. All insurance policies carried by the Contractor, required by the conditions of a contract, shall bear an endorsement or shall have attached thereto a rider providing that in the events of cancellation of such policies for any reason whatsoever, the Village shall be notified, in writing, by the carrier and Contractor, at least thirty (30) days prior to such cancellation.

**4. Equipment:** The Contractor shall provide all standard or specialized equipment necessary to collect the garbage and recyclables on schedule, in a professional and efficient manner. The equipment shall be safe, sanitary and maintained in such a manner as to accomplish the efficient collection of garbage and recyclables. Equipment shall not be permitted to remain parked on Village streets when not in use.

**5. Insurance:** In addition to worker's compensation insurance, the Contractor shall carry general public liability insurance with limits of not less than \$2,000,000 aggregate coverage and vehicle insurance with not less than \$2,000,000 aggregate coverage. The Contractor shall furnish the Village with a certificate to show that all required insurance policy's is in force and effective for the term of the Garbage and Recycling Collection contract.

**6. Indemnity:** The Contractor shall indemnify and hold the Village, its appointed, hired and/or elected officials, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths or injuries arising out of or related to the work being performed by the Contractor under the terms of any contract, entered into with the Village or on account of enforcing the provisions of this contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the Village in defending against any claim or in enforcing this provision.

**7. Collections:**

**a. Frequency and Schedule:** The Contractor shall collect garbage not less than once each week and recyclables not less than every other week in accordance with a specific collection schedule, established and maintained by the Contractor, with the Village's approval, designating collection area and day. Unless the Contractor gives the Village and affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect recyclables in each designated collection area on the same day garbage is collected in that area. When a designated collection day is scheduled for pickup on a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), collection for that area shall be made on the business day following that regular collection day. The Contractor shall provide to the Village, specific, timely published notice to affected residents of any exceptions or changes in the regular collection schedule due to the holidays.

**b. Hours and Location:** Garbage and recyclables shall be collected between the hours of 6:00 a.m. and 4:00 p.m. Monday through Thursday. No collection shall occur between 4:01 p.m. and 5:59 a.m.

Deviation from the Village's collection routes and times will require Village Board review and approval.

**c. Completion:** The Contractor shall layout collection routes and provide adequate equipment and labor, so as to complete scheduled collections on the designated collection dates.

**d. Noise and Disturbance:** The Contractor shall make collections with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise.

**e. Garbage containers:** Residents must use 65 or 95 gallon carts obtained from the Village. Such carts are gray and/or green in color and must have a secured lid

to be eligible for curbside collection. Each residential dwelling is allowed to place up to two (2) garbage carts for collection.

**f. Recycling containers:** Residents must use 65 or 95 gallon carts obtained from the Village. Such carts are blue in color and must have a secured lid to be eligible for curbside collection. Each residential dwelling is allowed to place up to two (2) recycling carts for collection. The Village practices single-stream recycling and encourages residents to combine recyclables in their recycling container.

**g. Garbage collection:** The Contractor shall collect and haul all normal domestic household garbage generated by defined residential dwelling units and the non-residential locations listed on page 3. All the weekly garbage generated by a household must fit into the containers used by the resident.

**h. Recyclables collection:** The Contractor shall collect and haul recyclables in accordance with the Village's garbage and recycling ordinance, and/or any Brown County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall not collect non-recyclable materials if those materials are placed in the recyclable container. In the event that non-recyclable materials or recyclable materials that have not been properly prepared are left out for collection, the Contractor shall leave those items in the container and leave a notice of improper material. The Contractor shall also pick up recyclables from all non-residential locations listed on page 3.

**i. Missed Collection(s):** The contractor shall establish and publicize procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the contractor or the Village shall be remedied by the contractor collecting the materials by 4:30p.m. on the following business day. A representative of the contractor shall contact a designated representative of the Village to resolve any issues.

**j. Quality of Service:** The Contractor shall undertake to perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly and courteous employees and collection crews shall also be provided by the contractor. The contractor shall, at each service address, neatly return the garbage and recycling containers to the location where they were found. The contractor shall repair or replace at their expense any containers that were damaged as a result of the handling thereof. Crews shall carry official company identification and shall present such identification upon request. The contractor shall establish and maintain a method for accepting and responding within 24 hours to the Village and resident calls and complaints between the hours of 8:00a.m. to 4:30p.m.

**k. Early Termination for Unsatisfactory Service:** The Village may terminate the contract for unsatisfactory service upon (60) days written notice to the Contractor. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect garbage in a timely manner, omission of collections, failure to clean collection sites or repeatedly missing collection locations.

**l. Additions or deletions:** The Village, upon thirty (30) days notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Contractor. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted item(s).

**m. Excluded garbage:** The Contractor shall not be required to collect garbage from an apartment building (5 or more units), commercial establishment, or industry within the boundaries of the Village, excluding the non-residential locations listed on page 3. The Contractor may privately contract with said excluded parties to provide the requested services. The Contractor will not be required to collect any material not meeting Village definition of garbage.

**n. Clean up:** The Contractor shall insure that no garbage/recyclables are spilled during the collection process, or any garbage/recycling containers are left scattered on lawns, drives, boulevards, streets, alleys or roadways. Containers should be placed back in an upright position after being emptied.

**o. Information/Complaints:** The Contractor shall staff during normal business hours, a local telephone number to provide information on the collection days and times. The Contractor shall receive directly, (via the local telephone number) complaints on missed pickups, container damage, spillage, recycling issues, etc. The Village will publish the local number in its educational materials. The Contractor may refer general questions on the program to the Village. The Contractor shall submit proposed ads, leaflets, and/or other informational material that the Contractor may distribute/publish to the Village for prior approval.

**8. Garbage Hauling/Disposal:** The Contractor shall deliver all garbage to the Brown County Transfer Station. All tipping fees under the general proposal will be billed directly to and paid by the Village and should not be included in the Contractor's garbage collection services Proposal. Delivery to the Brown County Transfer Station shall occur on the same day as the garbage is collected unless approved by the Village of Allouez.

**9. Recyclables Hauling/Disposal:** The Contractor shall deliver all recyclables to the Brown County Recycling Transfer Station. The Village to retain all revenues or credits derived from the sale of recyclable material.

**10. Weight tickets:** The Contractor shall furnish the Village, on a quarterly basis reports with a calculated tonnage of garbage and each listed recyclable collected within the boundaries of the Village under this contract. Available documentation such as scales tickets, estimates of partial loads, shall be included in the reports. It is the Contractor's responsibility to maintain all copies of all weight tickets for the mandatory record keeping period, required by State Law.

**11. Rate of Compensation:**

**a. Base:** The Contractor shall receive compensation in accordance with the unit price schedule as indicated in Section VI, based upon Village's statistics identified in the table under Section IV. These numbers are the best available data. The Contractor shall provide to the Village an updated count of households eligible to receive curbside garbage and recycling collection. The Contractor shall update these totals annually on the anniversary date of the contract. Updated house counts from the Contractor are subject to verification by the Village. For Federal reporting and grant applicability, the Contractor shall break down the cost of garbage versus recycling fees by unit. The proceeds from the sale of recyclables collected within the Village under the term of the contract shall be the Village's.

**b. Adjustments:**

**1. Regulatory Change:** In the event that any statute, ordinance, or administrative rule is enacted which requires collection or disposal of garbage and recyclables in a manner different from that required or described by the approved Garbage and Recycling Collection contract, the parties may agree to adjust compensation, except that such adjustments shall be limited to the additional expenses directly associated with compliance with such new laws.

**12. Frequency of Compensation:** The municipal shall compensate the Contractor monthly within thirty (30) days of receipt of the Contractor's monthly billing statements for services rendered under the contract. The Contractor may not bill any earlier than the first of the month following the month in which the services were rendered.

**13. Term of Contract:** The term of the contract shall be for seven (7) years beginning on January 1<sup>st</sup>, 2023 and ending December 31<sup>st</sup>, 2029.

**14. Termination of Contract:** Termination of agreement for collection services may be made by either the Contractor or Village upon not less than six (6) months advance written notice (except as stated in 7k).

**15. Yearly Review - The Contractor and Village Council will meet once per year to discuss any concerns about services rendered to the Village.**

**16. Proposal Guarantee** – Each contractor must submit as part of its proposal a financial guarantee in the amount of \$5,000 (five thousand dollars) payable to the Village of Allouez. The financial guarantee shall be in the form of a certified check or irrevocable letter of credit. Financial guarantees shall be returned to contractors who submitted proposals with the exception of the Contractor(s) when an Agreement is signed with the Contractor(s), or 120 days after the proposal submittal date, whichever is earlier. The money will be returned in full to the Contractor(s) upon the successful negotiation and execution of the collection. If such financial guarantee is not provided as part of the proposal, the contractor shall be deemed non-responsive and will no longer be considered for recommendation. Should any contractor that is recommended for negotiation fail to negotiate in good faith or withdraw from negotiations with the Village, the financial guarantee will be retained by the Village as liquidated damages and utilized to, among other things, recoup costs for expenditures relating to procurement and negotiations.

**17. Performance Bond** – The contractor awarded the contract will be required to submit to the Village a Performance Bond in the amount of \$250,000 with the signing of the Garbage and Recycling Collection Contract. Failure to submit the Performance Bond or maintain the Performance Bond for the duration of the Garbage and Recycling Collection Contract shall be deemed a default of the contract.

**18. Assignment** - The contractor awarded the contract for garbage and recycling collection services will not be permitted to assign, subcontract or transfer the residential garbage and recycling collection services without the prior written approval of the Village.