

City of Grove City  
Jackson Township  
Village of Urbancrest

# **2016 Consortium**

Invitation to Bid for the Provision of Recycling Services;  
Acceptance of Delivery and Processing of Recyclable Materials  
Generated in and Collected from Residential Units in Participating  
Communities, from Municipal Facilities and During Special Events

and

Invitation to Bid for the Collection, Transportation and Delivery for Disposal  
or Processing of Residential Solid Waste, Recyclable Materials and Yard  
Waste Generated by Residential Units, Municipal Facilities and During  
Special Events to City, Township, or Village-Designated Facilities

**May 24, 2016**

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**LEGAL NOTICE TO BIDDERS**

The City of Grove City, Jackson Township, and the Village of Urbancrest (“Participating Communities”) are cooperating in a Joint Bid Process to select a Recyclable Materials processing facility (“Recycling Services”). Following that selection, the Participating Communities invite bids for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events (“Collection Services”). The Joint Bid Process offers an opportunity to provide the Recycling Services and Collection Services (“Required Services”) to approximately 14,000 households. Each Participating Community will individually evaluate and award contracts for the Required Services based upon its own bid and contract award requirements. The Joint Bid Process includes two steps: 1) bid submissions by June 30, 2016 for Recycling Services; and 2) bid submissions by July 26, 2015 for Collection Services. Bids will be accepted for 3 or 5 year terms, with the possibility of 2 one-year extensions for the 3 year term only. All Solid Waste shall be delivered to the Franklin County Sanitary Landfill. All Recyclable Materials shall be delivered to the City/Township/Village-Designated Facility. All Yard Waste shall be delivered to any SWACO-designated Yard Waste Facility.

Bidders for Recycling Services shall submit bids for a not-to-exceed price per ton for processing Recyclables based upon estimated volumes per Residential Unit, Municipal Facilities and Special Events. The lowest price and best bid for Recycling Services shall be based upon the highest amount of payment, if any, by the Bidder for Recyclable Materials, or the lowest price to be paid, if any, by the Collection Contractor for delivery to the City/Township/Village-Designated Facility.

Bids for Collection Services shall be provided for a not-to-exceed price per Residential Unit per month based upon the number of Residential Units to be served. The price shall include the cost of collection and provision of containers at Municipal Facilities and during Special Events. Bids for Collection Services shall include all costs for collection, transportation, delivery and Governmental Fees for the disposal or processing of Solid Waste, Recyclable Materials and Yard Waste, including any tipping fee/rate/charge at the City/Township/Village-Designated Facilities. Each Participating Community will enter into a separate contract with the Successful Bidder(s) for the Required Services. If selected, Bidders must secure a Performance Bond as required by each Participating Community for the Required Services.

There will be an informational, non-mandatory pre-bid meeting for interested Bidders on June 15, 2016, at SWACO’s Administrative Building from 10:30-12:00 p.m.

The Participating Communities will receive sealed bids for Recycling Services until 3:30 p.m. on June 30, 2016; and will receive sealed bids for Collection Services until 3:30 p.m. on July 26, 2016 at the Solid Waste Authority of Central Ohio (“SWACO”)’s Administrative Building, located at 4239 London-Groveport Road, Grove City, Ohio, 43123, at which time the bids will be publicly opened and read aloud.

All Bids shall: a) be submitted on the Bid Forms contained in the Bid Documents; b) contain all information/documentation required by the Bid Documents; c) be returned in sealed envelopes,

marked “RECYCLING SERVICES BID,” or “COLLECTION SERVICES BID;” d) include one (1) original and five (5) copies; **OR** (1) original and five (5) electronic copies; and e) unless a Bidder has made alternative arrangements with any Participating Community, include a separate Bid Bond for each Participating Community as security that if a bid is accepted, a contract will be entered into by the applicable deadline, in accordance with the terms and conditions of the agreements in the Bid Documents.

Bids will be considered valid until 180 days after the bid opening dates, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents. Each Participating Community reserves the right to abandon the Joint Bid Process and to reject any or all bids at any time. Copies of the Bid Documents are on file and may be obtained from SWACO as provided by SWACO’s public records policy, and may be obtained on the web at <http://www.swaco.org/public-notice.aspx>. In order to ensure that potential Bidders receive addendums, if any, please register to receive ITB/RFP/RFQ notifications at <http://www.swaco.org/public-notice.aspx>. Registration and providing complete and accurate information is the only way to ensure that interested Bidders receive subsequent bid addendums, if any.

<u>PUBLISH:</u>	<u>The Daily Reporter</u>	<u>May 24, 2016; May 31, 2016</u>
	(Newspaper)	(Dates)

**OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS**

The 2016 Solid Waste Consortium issues these Invitations to Bid as part of a Joint Bid Process for the purpose of obtaining bids for the provision of Recycling Services and Collection Services (collectively, the “Required Services”). Capitalized terms used throughout this Overview of the Invitations to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit B, Definitions.

**Introduction.** The following communities, including the City of Grove City, Jackson Township, and the Village of Urbancrest (“2016 Solid Waste Consortium” or “Participating Communities”) have agreed to participate in a cooperative Joint Bid Process to select a Recyclable Materials processing facility (“Recycling Services”) and to select a Collection Contractor to provide for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during certain Special Events, if any, within each Participating Community (“Collection Services”).

This Joint Bid Process offers Bidders an opportunity to provide the Required Services, depending on the bids accepted by each of the Participating Communities, to an estimated 12,000 households in Grove City, 1,800 households in Jackson Township, and 200 households in Urbancrest; and potentially additional Residential Units located in political subdivisions that may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

Each Participating Community is providing its estimated number of Residential Units and approximate annual volume of Solid Waste, Recyclable Materials, and Yard Waste collected in 2015. This information is provided for the Bidder’s convenience only. The actual number of Residential Units and volume of materials collected will vary over the course of the contract period, and the 2016 Solid Waste Consortium does not guarantee the accuracy of this data.

Participating Community	Number of Residential Units	Approx. Annual Volume of Solid Waste (tons)	Approx. Annual Volume of Recyclable Materials (tons)	Approx. Annual Volume of Yard Waste (tons)
Grove City	12,000	15,225 (combined with Jackson)	2,178 (combined with Jackson)	2,167 (combined with Jackson)

## Attachment A Continued

Jackson Twp.	1,800	15,225 (combined with Grove City)	2,178 (combined with Grove City)	2,167 (combined with Grove City)
Urbancrest	200	174	13	12
<b>Total</b>	<b>14,000</b>	<b>15,399</b>	<b>2,191</b>	<b>2,179</b>

Each Participating Community will evaluate and award contracts for the Required Services based on each Participating Community’s requirements for the consideration of bids and awarding of contracts.

The Joint Bid Process is comprised of two steps: Step 1) bid submissions by 3:30 p.m. on June 30, 2016 delivered to SWACO’s Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123 for the processing of Recyclable Materials (“Recycling Services”); and Step 2) bid submissions by 3:30 p.m. on July 26, 2016 to SWACO’s Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123, for the Collection Services, which includes the collection, transportation and delivery of Solid Waste, Recyclable Materials, and Yard Waste to the City/Township/Village-Designated Facilities. Bids will be accepted for terms of three (3) years (with two one (1) year optional extensions) or five (5) years. All Solid Waste shall be delivered to the Franklin County Sanitary Landfill, located at 3851 London Groveport Road, Grove City, Ohio, 43123. All Recyclable Materials shall be delivered to the City/Township/Village-Designated Facility. All Yard Waste shall be delivered to any Yard Waste processing facility of the Collection Contractor’s choosing that is under contract with the Solid Waste Authority of Central Ohio (“SWACO”).

Bidders for the Recycling Services shall submit bids for a not-to-exceed price per ton for the processing of Recyclable Materials based upon estimated volumes generated per Residential Unit, at Municipal Facilities and during Special Events. The lowest and best price per ton for the Recycling Services shall be determined based upon the highest amount of any payment by the Bidder to the Participating Communities for Recyclable Materials, or the lowest price per ton to be paid by the Collection Contractor for the delivery of Recyclable Materials to the City/Township/Village-Designated Facility. Bidders for Recycling Services are invited to propose alternative revenue-sharing arrangements for the delivery of Recyclable Materials as well. Any non-monetary incentive offered by the Collection Contractor to Participating Communities or to Residents as a part of a Recycling Services bid shall only be considered as part of the evaluation of the best bid. In the event that the bids from more than one Bidder are of equal price, non-monetary incentives shall not be considered as part of the determination of the lowest price bid.

**There will be an informational, non-mandatory pre-bid meeting for Bidders interested in providing the Required Services on June 15, 2016, at SWACO's Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123 from 10:30 a.m. until 12:00 p.m.**

Qualified Bidders are invited to respond to the Invitations to Bid if they desire to provide either the Recycling Services or Collection Services for Residential Units, Municipal Facilities and for Special Events located within the Participating Communities. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide the Required Services upon which they are bidding, and be able to fulfill all of the terms and conditions contained in the attached Recycling Services or Collection Services agreements. Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a bid award. Inexperienced or unqualified Bidders will not be considered.

Bidders must submit a complete set of Bid Documents to the Participating Communities in the manner described herein. After receiving the bids, the Participating Communities will review all bids and recommend a Successful Bidder(s) for provision of the Required Services. The Participating Communities will individually execute an agreement with the Successful Bidder(s) that is substantially in the form of the draft agreements contained in the Bid Documents.

Bidders are required to submit a Bid Bond, and the Successful Bidder will be required to submit and maintain, for the length of the contract period, a Performance Bond in the amount required by each Participating Community for each agreement for the Required Services. There is no limit on the number of contracts that may be awarded to a single Bidder; however, no bid will be accepted that requires a Bidder be awarded more than one service as a condition of acceptance of any bid. Each Participating Community individually reserves the right to abandon participation in the Joint Bid Process for any reason, and/or reject any bid that is unresponsive or conditional, and waive any and all nonconformities or irregularities contained in the bid that do not affect price. Such right shall be at the sole discretion of each Participating Community.

### SCHEDULE

May 24, 2016	Release of Recycling Services and Collection Services Invitations to Bid; First Public Notice of Advertisement for Recycling Services and Collection Services Invitations to Bid in Daily Reporter
May 31, 2016	Second Public Notice Advertisement for Recycling Services and Collection Services Invitations to Bid in Daily Reporter
June 15, 2016	Informational, non-mandatory pre-bid meeting for interested Bidders at the Solid Waste Authority of Central Ohio, 4239 London-Groveport Road, Grove City, Ohio, 43123 from 10:30 a.m. until 12:00 p.m.
June 20, 2016	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for <i>Recycling Services</i>

June 30, 2016	Bid Submission Deadline for Recycling Services at 3:30 p.m.
July 6, 2016	Announcement of Successful Bidder receiving provisional designation to provide Recycling Services
July 12, 2016	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for <i>Collection Services</i>
July 26, 2016	Bid Submission Deadline for Collection Services at 3:30 p.m.
August 4 – 31, 2016	Announcement of Successful Bidder(s) to provide Collection Services by each Participating Community
November 15, 2016	Submittal Deadline for Successful Bidder(s) to Provide Documents per Implementation Plan Requirements
January 1, 2017	Commencement of Required Services for Participating Communities

**Terms.** The Recycling Services Agreement and Collection Services Agreement will each be accepted for a term not to exceed five (5) years, with a commencement date of January 1, 2017. The agreements will either be for an initial term of three (3) years, renewable thereafter for two (2) independent, additional consecutive years, or for a five (5) year term, at the sole option of the Participating Communities. The per Residential Unit per month bid price for the Collection Services shall remain the same throughout the entire term of any five (5) year agreement, unless the Participating Communities select a three (3) year agreement, and the Bidder has submitted an increase in the price for the two (2) independent, additional renewal terms. The bid price may be adjusted later as authorized for changes in Governmental Fees; SWACO-approved changes in the rates and charges at the Franklin County Sanitary Landfill; and fuel adjustments.

**Bid Documents.** Copies of the Bid Documents may be obtained as published in the Legal Notice, on SWACO’s website, and as stated herein. The Participating Communities, SWACO, and any consultants they employ, solely make copies of the Bid Documents available for the purpose of obtaining bids for the Required Services, and do not confer upon anyone a license or grant for any other use of the Bid Documents. Neither the Participating Communities, SWACO, nor any consultants employed to prepare the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Documents are comprised of the following:

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS FOR THE PROVISION OF REQUIRED SERVICES
3. GENERAL BID DOCUMENTS

- QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
- W-9 FORM
- CORPORATE AFFIDAVIT
- NON-COLLUSION AFFIDAVIT
- PERSONAL PROPERTY TAX AFFIDAVIT
- BID BONDS (RECYCLING SERVICES/COLLECTION SERVICES)
- NOTICES OF AWARD (RECYCLING SERVICES/COLLECTION SERVICES)

4. RECYCLING SERVICES AGREEMENT

- EXHIBIT A, BID FORM
- EXHIBIT B, DEFINED TERMS
- EXHIBIT C, PERFORMANCE BOND

5. COLLECTION SERVICES AGREEMENT

- EXHIBIT A, BID FORMS
- EXHIBIT B, DEFINED TERMS
- EXHIBIT C, IMPLEMENTATION PLAN
- EXHIBIT D, PERFORMANCE BOND
- EXHIBIT E, SERVICES PROVIDED FOR EACH PARTICIPATING COMMUNITY'S MUNICIPAL FACILITIES AND SPECIAL EVENTS
- EXHIBIT F, INSURANCE REQUIREMENTS
- EXHIBIT G, WORKERS' COMPENSATION COVERAGE

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such bid) and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the bid. The official address of the partnership must be shown below the signature. Every bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include a valid power of attorney with the submitted bid.

If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the Participating Communities that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of receipt of a Notice of Award shall terminate the award and surrender the Bid Bond(s) or other bid security to the Participating Communities.

## Attachment A Continued

Each Bidder shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting a bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Required Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Required Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Participating Communities reserve the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided in writing within five (5) days of any such request.

Each bid for Recycling Services shall include a separate Bid Bond in the amount of **five thousand dollars (\$5,000)** for each Participating Community as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of receipt of the Notice of Award, in accordance with the terms and conditions of the agreement contained in the Bid Documents with each individual Participating Community. The Bid Bonds of all Bidders shall be returned when the Participating Communities have executed the Recycling Services Agreement with a Successful Bidder and have been furnished with the necessary Performance Bonds, or when any or all bids have been rejected.

In addition to the required Bid Bond, unless waived by an individual Participating Community, a Successful Bidder for Recycling Services, within ten (10) days after receiving a Notice of Award, shall furnish a Performance Bond executed by a duly authorized surety, acceptable to each individual Participating Community in all respects, in the amount of twenty-five thousand dollars (\$25,000.00). The Performance Bond shall serve as a guarantee that if an agreement is entered into, the Recycling Services will be fully performed. A Performance Bond for the Recycling Services Agreement shall be maintained in the amount of twenty-five thousand dollars (\$25,000.00) for the entire term and any optional extension of the agreement. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

Each bid for Collection Services shall include a separate Bid Bond in the amount of **fifteen thousand dollars (\$15,000)** for each Participating Community as security that if the bid is accepted, an agreement will be entered into within ten (10) days of receipt of the Notice of Award, in accordance with the terms and conditions of the agreement contained in the Bid Documents with each individual Participating Community. The Bid Bonds of all Bidders shall be returned when the Participating Communities have executed the Collection Services Agreement with a Successful Bidder and have been furnished with the necessary Performance Bonds, or when any or all bids have been rejected.

In addition to the required Bid Bond, unless waived by an individual Participating Community, a Successful Bidder, within ten (10) days after receiving Notice of Award, shall furnish a Performance Bond executed by a duly authorized surety, acceptable to each individual Participating Community in all respects, in the amounts outlined below. The Performance Bond shall serve as a guarantee that if an agreement is entered into, the Collection Services will be fully performed. A Performance Bond for the Collection Services Agreement shall be

maintained for the entire term and any optional extension of the agreement. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

<b>Community</b>	<b>Performance Bond Amount, Collection Services</b>
Grove City	\$250,000
Jackson Township	\$50,000
Urbancrest	\$25,000

**Recycling Services Provided and Compensation.** The Successful Bidder for Recycling Services shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials, including all materials identified on the Bid Form. As markets and technologies change, specific materials may be added or deleted from the list of accepted Recyclable Materials upon mutual agreement of the parties. However, the Successful Bidder shall accept and process for recycling not less than seven (7) of the following Recyclable Materials: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets, which the Bidder must identify on the Bid Form.

Bidders for the Recycling Services shall submit bids for a price per ton based upon the Bidder’s estimate of the potential volume of Recyclable Materials. If submitted, the highest price Bid for the Recycling Services shall be based upon the highest amount per ton of any monetary payment by the Bidder to the Participating Communities for Recyclable Materials. All bids shall be submitted in dollar amounts, and shall include any and all costs of acceptance and processing of Recyclable Materials. The revenues will be paid to each individual Participating Community in proportion to the tonnage of Recyclable Materials delivered, or to the Participating Community’s Recyclable Materials Collection Contractor, at the option of the Participating Communities.

If a Bidder proposes an alternate arrangement to share Recyclable Materials revenues with the Participating Communities, the calculation of such revenues should be tied to a mutually agreed-upon verifiable source. The Bidder and Participating Communities must also agree upon a base-line amount, and regular adjustment periods, at least once annually when making adjustments to the bid price. If compensation other than a price per ton is proposed as an incentive to share Recyclable Materials sales revenues with the Participating Communities, the details of such proposal must be submitted with the Bid Form on a separate page or pages.

**Collection Services Provided and Compensation.** The Successful Bidder shall collect, transport, and deliver for disposal or processing all Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City, Village or Township-Designated Facilities.

Bidders for the Collection Services shall submit bids for a per Residential Unit per month price. All bids shall be submitted in dollar amounts, and shall include any and all costs of collection, transportation, and delivery for disposal or processing of Solid Waste, Recyclable Materials and

Yard Waste. The Participating Communities have proposed three different bidding options, which are more fully described and may be found in Exhibit A to the Collection Services Agreement.

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. Yard Waste may be delivered to any in-district Yard Waste composting facility under contract with SWACO for the acceptance of residential Yard Waste for composting at no cost. Finally, the Participating Communities will have secured a bid price for a per ton tipping fee from the Successful Bidder for Recycling Services, which shall be the Participating Communities' Designated Facility for Recyclable Materials processing unless the Successful Bidder makes other Recyclable Materials processing arrangements, subject to the approval of each Participating Community. All prices shall also be inclusive of services provided to Municipal Facilities at no extra charge, detailed on each Participating Community's Exhibit E to the Collection Services Agreement.

**Bidders will be expected to maintain each Participating Community's current weekday (or days) of collection as set forth in each Participating Community's Exhibit E, unless the Bidder explicitly proposes alternate collection days as part of the bid submission for the "Wheeled Recyclable Materials Collection Container Bid" or the "Contractor-Designed Bid" (see Collection Services Agreement, Exhibit A – Bid Forms – Part I).**

**Consideration of Bids.** All bids received in conformity with the Legal Notice to Bidders and the specifications therein shall be considered as soon as practicable and become a public record. An abstract of the bids will be made available after the opening of bids. The Participating Communities shall first determine the lowest and best Recycling Services Bid. The Participating Communities will provisionally award the Recycling Services designation, and provide information regarding the provisional designation to all Bidders. The provisional designation shall be used by Bidders submitting Bids pursuant to the separate bidding process for Collection Services.

The Participating Communities will award the agreement to the Bidder that the Participating Communities determine, in the sole discretion of each individual Participating Community, to have submitted the lowest price and best bid for the Collection Services ("lowest and best"). The "lowest and best" bid for Collection Services shall be determined by the Participating Communities based upon the lowest per Residential Unit per month price offered by the Bidder to the Participating Communities for the exclusive right to perform the Collection Services, as well as the best non-monetary terms and conditions. Factors that may be considered include reliability, serviceability, proximity of service provider and past experience with Bidder.

In the event that bids from more than one Bidder are of equal price for the same option, non-monetary criteria shall be considered as part of the determination of the best bid.

For the Collection Services, Bidders are permitted to bid on any combination of options described in Part I of Exhibit A, for either or both terms; that is, Bidders may submit bids for any number between one and six of the total bid options offered, at their choosing. However, if

Bidders submit any bid or bids, **Bidders are also required to provide bid prices for the Part II, mandatory additional services.** Bidders may, but are not required, to provide bid prices for the Part III, elective additional services.

No bid will be considered that requires a Bidder be awarded any other service, or an agreement with any other Participating Community, as a condition of acceptance of any bid. No bid will be considered that is not offered to each of the Participating Communities on the terms and conditions set forth in Exhibit A, Bid Form. Bidders must disclose any and all exceptions to the Recycling Services Agreement or the Collection Services Agreement, and provide proposed substitute or revised language for any such exception to avoid a determination by the Participating Communities that any such exception is a conditional bid. The Participating Communities will not accept any alternative contract language that affects price.

All Bids shall remain open for one hundred eighty (180) days after the opening, but any Participating Community may, in its discretion, release any bid prior to that time and return the Bid Bond. A release as to an individual Participating Community does not release the bid as to any other Participating Community.

The Participating Communities may conduct any investigation jointly or individually deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Required Services.

Each Participating Community will deliver Notices of Award subsequent to approval by each Participating Community's legislative body. When a Participating Community sends such Notice of Award to the Successful Bidder(s), the Participating Community's legal counsel will forward at least two (2) unsigned counterparts of the appropriate agreement(s). By no later than September 30, 2016, Successful Bidders shall sign and deliver to the Participating Community's legal counsel two (2) executed counterparts of such agreement and Performance Bonds. If any Successful Bidder fails to execute and return the agreement and Performance Bond by the deadline, then the Participating Community may, at their option, determine that the Bidder has abandoned the agreement. The Participating Community may then determine that the bid is null and void, and the Bid Bond or other acceptable bid security accompanying the bid shall be forfeited to and become the property of the Participating Community.

The Recycling Services Agreement and Collection Services Agreement, if awarded, will be awarded to the Bidder(s) submitting the lowest and best bid considering all options and considering such factors, including but not limited to, the bid price per ton, non-cash incentives, or the cost per Residential Unit. For example, all bids for five (5) years of service will be evaluated in relation to and against all other bids to provide five (5) years of service to the Participating Communities. Following the receipt of all bids and based on the information obtained in those bids, the Participating Communities will determine whether to accept a Bid for a three (3) or five (5) year term.

Notwithstanding these provisions, the Participating Communities reserve the right to negotiate agreement terms, as permitted by law, with the Bidder determined to be lowest and best and the right to accept or reject any or all bids both jointly and individually. With the exception of reducing the overall volume of Residential Units to be served, rejection of a bid by any individual Participating Community in no way affects the ability of any other Participating Community to consider or accept such bid.

**Bid Submission Process.** The Participating Communities will receive sealed bids for Recycling Services until 3:30 p.m. on June 30, 2016 at SWACO's Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123, which will be publicly opened and read aloud at that place and time. The Participating Communities will receive sealed Bids for the Collection Services until 3:30 p.m. on July 26, 2016 at SWACO's Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123, which will be publicly opened and read aloud at that place and time. By the submission date for each bid, Bidders must submit one (1) original and five (5) duplicate copies; **OR** (1) original and five (5) electronic copies of the bid in a sealed envelope or package clearly marked "RECYCLING SERVICES BID;" or "COLLECTION SERVICES BID," attention 2015 Solid Waste Consortium.

All Bids shall: a) be submitted on the Bid Forms contained in the Bid Documents; b) contain all information/documentation required by the Bid Documents; c) be returned in sealed envelopes, marked "RECYCLING SERVICES BID," or "COLLECTION SERVICES BID;" d) include one (1) original and five (5) copies; **OR** (1) original and five (5) electronic copies; and e) unless a Bidder has made alternative arrangements with any Participating Community, include a separate Bid Bond for each Participating Community as security that if a bid is accepted, a contract will be entered into by the applicable deadline, in accordance with the terms and conditions of the agreements in the Bid Documents.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

**Bids will be considered valid until 180 days after the bid opening date, although not accepted or rejected.** The Participating Communities may, in their discretion, release any bid prior to that time and return the Bid Bonds.

Copies of the Bid Documents may be obtained from SWACO's website at <http://www.swaco.org/public-notice.aspx>. In order to ensure that potential Bidders receive addendums, if any, Bidders must register by submitting company, contact name, email address, phone and fax numbers to SWACO. **Providing complete information is the only way to ensure that interested Bidders receive subsequent Bid addendums, if any.**

**Representations and Warranties.** By submitting a bid, each Bidder represents and warrants to the Participating Communities that:

- (1) Bidder has read and understands the Bid Documents;

(2) Bidder will provide the Required Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Required Services; and

(3) Bidder and Bidder's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, age, disability, national origin, or ancestry, against any person or employee of the Bidder.

**Questions.** No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed or e-mailed to René L. Rimelspach, Eastman & Smith Ltd., 100 E. Broad Street, 21<sup>st</sup> Floor, Columbus, Ohio, 43215, rlr@eastmansmith.com. Any such written request for interpretation must be received on or before June 20, 2016 for Recycling Services and on or before July 12, 2016 for Collection Services to be given consideration and to ensure sufficient time for the Participating Communities to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Bidders and Bid Documents which, if issued, will be provided to all prospective Bidders (at the respective facsimile number or e-mail address required to be furnished for such purposes). Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any addendum issued shall become part of the Bid Documents and will be available for inspection in the same manner as the original Bid Document.





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**LOCAL WASTE SERVICES, LTD.**

**1300 S. Columbus Airport Rd. Columbus, OH 43207**

614-409-9375 / 740-756-7156

## Company History

Local Waste Services (LWS) is a Limited Liability company that began operations on April 1, 1999, after careful preparation by the two (2) operating principles of the company. Rick Cattran and Chuck Cattran combined their years of experience at Johnson Disposal Co. and formed Local Waste Services; a company dedicated and focused on unbeatable, quality service and customer satisfaction.

The company began with two trucks, collecting subscription residential customers and commercial containers in Fairfield County and Southern Franklin County. In late 1999, LWS was awarded their first municipal contract, Blendon Township. They moved into the first company office on Alum Creek Drive in Franklin County, and added roll off services by the end of that year. The operations and customer base grew very rapidly during late 1999 and 2000; servicing additional municipal contracts and many commercial establishments.

Local Waste Services was able to take advantage of a corporate merger that contained an order from the Justice Department requiring Republic Services to divest named assets in the Columbus, Ohio area market. This acquisition was completed April 1<sup>st</sup>, 2002. The additional customers enhanced existing routes and added a new service type, Front Load, which enabled LWS to become a full service company, supplying Front Load, Rear Load, and Roll Off containers.

In April of 2004, the company purchased its current location, on 10 acres, in Southern Franklin County near High Street and I270. The buildings have been renovated and adapted to facilitate company growth and change, with ample room for expansion.

Local Waste Services currently provides Solid Waste, Recycling, and Yard Waste Collection to Grove City, Jackson Township, Groveport, Norwich Township, Sharon Township, Village of Riverlea, Village of Ashville, Harrison Township, Whitehall, Clinton Township, Franklin Township, Pleasant Township, Village of Brice, Valleyview, City of Worthington, Village of Urbancrest, Madison Township, Village of Carroll, Village of Pleasantville, Village of Plain City, Village of Minerva Park, City of Hilliard, Village of Thurston, Village of Sunbury, Granville Township and the Village of Buckeye Lake.

Local Waste Services now has more than 100 employees and operates a fleet of 52 trucks plus related support equipment. The company continues to maintain the "Small Local Company" philosophy providing quality service and personal contact including answering every telephone call during normal business hours, by local company representatives.

Local Waste Services has positioned itself as a strong force in the Central Ohio market for years to come. The level of service a customer receives consistently exceeds their expectations. We take great pride in the service we provide, and have a reputation as a reliable provider of excellent service.



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## **Summary of Experience**

The success of Local Waste Services can be directly attributed to the experience of the owners and dedicated employees of the company. Prior to starting this company, most of our key employees worked together at Johnson Disposal Co. (now Waste Management). Rick Cattran and Chuck Cattran, two principles of LWS, were responsible for many residential contracts in the Columbus area, including Reynoldsburg, Gahanna, Dublin, Worthington, Hilliard and many others. Our route supervisors, mechanics, and the majority of our personnel have over 10 years of experience in the waste industry.

Our management staff understands the importance of providing superior service, with customer satisfaction as our top priority. Many of our experienced employees joined LWS because they knew their knowledge and efforts would be recognized, appreciated and rewarded.

LWS takes into consideration the factors necessary to design and successfully implement solid waste, recycling and yard waste services for every community we serve, and welcome the opportunity to provide these unbeatable services to additional municipalities.

**Please see a list of our current municipal contracts on the next page.**



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**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

**Current Municipal Contracts**

Municipality	Start Date	Units
Village of Riverlea	03/01/2000	250
Grove City	01/01/2004	9,800
Jackson Township	01/01/2004	1,600
Village of Groveport	01/01/2013	1,800
Norwich Township	12/01/2005	1,500
Sharon Township	09/01/2009	1,300
Village of Ashville	01/01/2010	Residential & Commercial
Harrison Township	01/01/2010	Residential & Commercial
City of Whitehall	01/01/2011	5,400
Clinton Township	01/01/2011	1,500
Franklin Township	01/01/2011	3,050
Village of Brice	02/01/2011	50
Pleasant Township	04/01/2011	2,218
Village of Valleyview	06/01/2011	270
Village of Urbancrest	01/01/2012	212
City of Worthington	01/01/2012	5,913
Madison Township	09/01/2013	4,132
Village of Carroll	10/01/2013	179
Village of Pleasantville	10/01/2013	301
Village of Plain City	01/01/2014	1167
City of Hilliard	07/01/2014	9,400
Village of Minerva Park	10/01/2014	560
Village of Thurston	01/01/2015	186
Village of Sunbury	04/01/2015	1,200
Granville Township	04/01/2015	1,700
Village of Buckeye Lake	07/01/2015	505
Village of Johnstown	01/01/2016	1,750
Truro Township	02/01/2016	350

LWS proudly services over 100,000 Residential and Commercial customers weekly!



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1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

**References**

Please feel free to contact any municipal official or resident of these communities and/ or commercial/ industrial customers; as our customers are the best testimonial to the service we provide. Local Waste Services is also proud to currently hold an A+ accredited rating with the Better Business Bureau of Central Ohio.



**Current Municipal Contracts**

Customer	Contact Name	Contact Phone
City of Grove City	Linda Rosine	614-277-3058
Jackson Township	Mike Lilly	614-875-2742
Norwich Township	Mildred Brooks	614-876-7694
City of Whitehall	Ray Ogden	614-237-8612
Franklin Township	Tim Guyton	614-279-9411
Village of Groveport	Patty Storts	614-836-5301
Sharon Township	Jack Moss	614-885-5115
Village of Riverlea	Pat Anderson	614-885-3567
Markpointe Development	Howard Schottenstein	614-236-5444
Foxlair Farms Community	Joy Cartwright	740-869-2835
American Bottling (7-Up)	John Jasinski	614-237-4201
Mars Petcare	Matt Pettibone	614-851-5359
Bloom Carroll Schools	Steve Kennedy	614-837-6560
UPS	Steve Bartunek	614-870-4100
City of Worthington	Rob Chandler	614-431-2425

**State of Ohio**

Local Waste Services, Ltd. is in good standing with the State of Ohio.  
Registration number: 1066048

Please see the following pages consisting of only a few of our municipal reference letters.



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

## Employee Contact List

The most critical element to providing excellent service is the ability to attract and maintain reliable drivers and loaders. Local Waste Services offers excellent wages, paid premium health insurance, vacations and other benefits; which have enabled us to attract and keep experienced, reliable personnel.

Key Team Members	Position	Years of Experience
Rick Cattran	Managing Member	26
Justin Cattran	HR Manager / Operations	6
Bob Queen	Safety Manager	32
Steve Clay	Route Supervisor	19
John Sheerin	Operations Supervisor	25
Shane Shaw	Maintenance Manager	21

Local Waste Services provides many forms of communication both online and phone line. General company, along with individual contact information is provided online at: [localwasteservices.com/contact](http://localwasteservices.com/contact). Our office telephone system records any messages that occur after office hours.

Emergency Contact	Position	Contact Phone
John Sheerin	Operations Supervisor	614-517-4283
Steve Clay	Route Supervisor	614-348-0747
Bob Queen	Safety Manager	740-281-8357



localwasteservices.com

**LWS LOCAL WASTE SERVICES, LTD.**

**1300 S. Columbus Airport Rd. Columbus, OH 43207**

614-409-9375 / 740-756-7156

### **Company Legal Name & Status**

Local Waste Services, Ltd.  
1300 South Columbus Airport Road  
Franklin County  
Columbus, Ohio 43207

Local Waste Services is operating as a limited liability company.

### **Official company address and location of offices, customer service, maintenance and all company functions:**

1300 South Columbus Airport Road  
Columbus, Ohio 43207

p. 614-409-9375 / 740-756-7156 / 844-LWS-1999

f. 614-409-9376

e. [info@localwasteservices.com](mailto:info@localwasteservices.com)

[localwasteservices.com](http://localwasteservices.com)



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

## Financial Standing

Local Waste Services realizes the importance and necessity of sound financial standing and have taken measures since we began to assure our company has the means to continue growth. Please contact our references below as they are the best testimonial to the stability of our company. We will be glad to supply additional information upon request.

### Bank Reference

Comerica Bank  
MC3236  
Po Box 75000  
Detroit, MI 48226  
Tony G Rice  
313-222-6061

### Business Credit Reference\*

SWACO (Franklin County Landfill)  
Finance Department  
6393 Young Road  
Grove City, Ohio  
Elizabeth Hosler, Acct Manager  
614-871-6739

OPOC.us  
300 West Wilson Bridge Road  
Suite 300  
Worthington, Ohio 43085  
614-431-4331

BP Oil Company  
PO Box 208  
New Lexington, Ohio 43764  
Randy Moore  
614-648-2951

WD Tire Company  
4855 Groveport Road  
Columbus, Ohio 43207  
614-409-3228

Englefield Oil Company  
Pacific Pride Department  
447 James Parkway  
Heath, Ohio 43056  
Credit Department  
614-276-5216

\* Additional references and information  
available upon request.

## Insurance Coverage

Please find enclosed our current insurance coverage. LWS coverage limits may be adjusted to meet specific municipal requirements.



Real People. Real Possibilities.  
DON SCHONHARDT, MAYOR

Public Service  
Department

## Attachment A Continued

Clyde "Butch" Seidle, P.E.  
Director of Public Service / City Engineer

September 9, 2015

Eric Dehays  
Operations Manager  
Local Waste Service, Ltd.  
1300 S. Columbus Airport Road  
Columbus, OH 43207

RE: Contract Performance

Dear Mr. Dehays,

The City of Hilliard entered into a 5 year contract with Local Waste Service for Collection, Transportation and Delivery or Processing of Residential Solid Waste, Recyclables and Yard Waste that was effective July 1, 2014 and runs through June 30, 2019.

This 5 year contract has renewal periods subject to the appropriations by Hilliard City Council. The annual contract period runs from July 1<sup>st</sup> to June 30<sup>th</sup>. We are now into the first renewal period. To date the services received from Local Waste Services have been exceptional. During your first year your complaint level was at 0.013%. Further, I know of no complaints that were not resolved within the 24 hour period established by the contract. Essentially you picked up where you left off in your previous contact with Hilliard that ran from 2003 through June of 2010.

I get frequent calls and emails from residents indicating how glad they are to see you back in Hilliard. Your service to our residents is consistent and on schedule.

In general the City is very pleased that you are back in Hilliard serving our residents. I look forward to your continued exemplary service. Feel free to share this evaluation with any prospective clients.

Respectfully,

A handwritten signature in blue ink that reads "Clyde R. Seidle".

Clyde R. Seidle, Jr., P.E.  
Director of Public Service



# Norwich Township

Franklin County, Ohio

---

**Charles Wm. Buck**  
Trustee

**Larry Earman**  
Trustee

**Tim Roberts**  
Trustee

April 16, 2013

To whom it may Concern:

Local Waste has provided collection services for the unincorporated areas of Norwich Township since January 1, 2011. This includes collection of Residential Solid Waste, Recyclable Materials and Yard Waste.

Norwich Township has found the on-site service provided by Local Waste to be efficient and timely and the office staff has been responsive to questions and quickly solved resident issues.

Sincerely,

A handwritten signature in cursive script that reads "Kate Cavanaugh".

Kate Cavanaugh  
Township Administrator



## Attachment A Continued

P.O. Box 27  
5192 Walnut Road, S.E.  
Buckeye Lake, Ohio 43008

**THE VILLAGE OF BUCKEYE LAKE**

Phone (740) 928-7100  
Fax (740) 928-8843  
[www.vil.buckeye-lake.oh.us](http://www.vil.buckeye-lake.oh.us)

September 9, 2015

Mr. Eric DeHays  
Local Waste Services  
1300 South Columbus Airport Road  
Columbus, Ohio 43207

Dear Mr. DeHays:

Per our conversation, it is my pleasure to write a letter of reference for your company, Local Waste Services. The Village of Buckeye Lake began working with Local Waste Services in April 2015. The transition has been virtually seamless despite our previous refuse hauler not providing a customer address list in a timely manner. Local Waste Service representatives did not skip a beat with the minor setback and quickly drove the area to pull together the customer address list. Local Waste Services customer service representatives are courteous and quick to respond to customer concerns. We have only had one customer complaint of hydraulic fluid leaking from a truck which was quickly resolved with a call to the office. The drivers are friendly and courteous to our village residents occasionally assisting them to pass the refuse truck safely on the roadway.

Overall, our experience with Local Waste Services has been exceptional so far. We would not hesitate to encourage other communities to consider working with them.

Please feel free to contact me at any time, if you would like additional information about our village experience with Local Waste Services.

Sincerely,

Valerie L. Hans  
Clerk of Courts/Clerk of Council

## Attachment A Continued

September 9, 2015

Village of Granville  
141 East Broadway  
Granville, Ohio 43023

Dear Mayor Hartfield:

RE: Letter of Recommendation  
Local Waster Services  
Eric DeHays  
1300 South Columbus Airport Road  
Columbus, Ohio 43207

Granville Township would like to take this opportunity to acknowledge Local Waste Services as Granville Township's single hauler trash provider. As you know, we entered into a contract with LWS earlier this year. Although there were issues that arise with a change in service providers, the Township officials, overall, are pleased with the level of service provided by Local Waste Services. A few issues developed around billing with some residents who were not interested in receiving service. The employees at LWS were responsive in addressing these concerns and others in a timely fashion. Moreover, the Township office has received multiple compliments regarding the larger recycling bins offered by Local Waste Services and the change to Monday pickup, as well as, the newer natural gas trucks utilized for trash pickup.

Should you or any Village Councilman or staff have any questions regarding our level of service with Local Waste Services, please feel free to contact any Township official.

Sincerely,

Melanie J. Schott  
Granville Township Trustee

Fred Abraham  
Granville Township Trustee

Kevin Bennett  
Granville Township Trustee

Jerry Miller  
Granville Township Fiscal Officer



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To whom it may concern,

In December of 2011 the City of Worthington entered into a five year contract with Local Waste Services for the weekly collection of household trash, yard waste and recyclables. 5200 homes are serviced at curbside-all on the same service day. After being with the same contractor for nearly nineteen years, the prospect of a new company taking care of Worthington's Solid Waste contract gave some pause, but I must say we have been very pleased with the service over the last year and a half.

As the liaison for the City of Worthington to Local Waste Services, I have found the Field Supervisors, Operations Managers, and Municipal Managers to be conscientious and timely in response to questions and concerns. Never has a concern gone unanswered, often times within minutes of the initial call or contact. Our residents are generally happy with the service and often comment on the hard working, conscientious, and friendly crew removing solid waste each week.

As I survey the crew's progress each week, it is seldom I run across a situation which has not already been addressed. When I do, the route supervisors are always helpful and responsive. Likewise, we receive very few calls of concern from our residents, with many weeks going by without one call of concern to our offices. In short, I would not hesitate to enter into another service contract with Local Waste Services. The City of Worthington has enjoyed a level of service we would rate as excellent.

Sincerely,

Rob Chandler  
Assistant to the Director of Public Service and Engineering

#

#

#

380 Highland Avenue | Worthington, Ohio 43085 | 614.431.2425 |  
worthington.org

#



## Attachment A Continued

April 16, 2013

To Whom It May Concern,

The City of Whitehall has contracted with Local Waste Services for just over two years. When we received bids for trash services we were pleasantly surprised that the bid we received from Local Waste Services was less than what we had been paying our previous hauler. In today's economic climate, we were thrilled.

The service we have received from Local has been excellent. When we do have service issues, Local goes out of their way to resolve them, many times even if the resident put trash out late.

Local collects trash, recycling and yard waste. One of the things I like about Local's service is that they collect neighborhoods on a consistent schedule. In other words, our residents know that their trash, recycling and yard waste will be collected at a certain time of the day.

In summary, we are very pleased with the service we get with Local Waste Services and look forward to quality service from them in the coming years. I am available for more information at (614) 237-8612.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray W. Ogden", is written over a faint, larger version of the same signature.

Raymond W. Ogden

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LOCAL WASTE SERVICES, LTD, an Ohio Limited Liability Company, Registration Number 1066048, was organized within the State of Ohio on March 15, 1999, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th day of July, A.D. 2016.

*Jon Husted*

Ohio Secretary of State

Validation Number: 201619502956



Bureau of Workers' Compensation

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

**1286579-0**

**LOCAL WASTE SERVICES  
1300 S COLUMBUS AIRPORT RD  
COLUMBUS, OH 43207-4379**

Period specified below

**07/01/2016 through  
06/30/2017**



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

Acting Administrator/CEO

You can reproduce this certificate as needed.



**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation



localwasteservices.com

**LOCAL WASTE SERVICES, LTD.**

**1300 S. Columbus Airport Rd. Columbus, OH 43207**

**614-409-9375 / 740-756-7156**

## **Environmental and Compliance Policies**

Local Waste Services is in compliance with any and all federal, state and local health and safety regulations. Local Waste Services disposes of all solid waste materials in EPA approved landfills and transfer stations.

Local Waste Services currently holds permits to haul solid waste in the following counties:

Franklin, Fairfield, Pickaway, Licking, Madison and Delaware

## Attachment A Continued



localwasteservices.com

**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

### Equipment List

YEAR	MAKE	MODEL	VIN #	LIC #	UNIT #
2004	FORD	SERVICE	1FDXF46P04ED21176	PGH-9940	6
2004	DODGE	P/U	3D7KU26D04G156937	PFL-2326	11
2006	CHEVY	SERVICE	1GBE4C1216F434868	PFN-1755	12
2007	CHEVY	P/U	1GCHK29D17E156396	PGU-2129	17
2009	FREIGHT	BOOM	1FVACWDU298AJ6637	PGY-7583	18
2009	CHEVY	SERVICE	1GBE4C1989F401092	PHB-5730	19
2014	DODGE	SERVICE	3C7WRNBL3EG163462	PIN-1279	21
1996	FORD	WATER TK	1FRDXR82E0TVA06900	PIR-8232	25
2014	DODGE	P/U	3C6JR7DT1EG191803	PIN-1465	31
2014	DODGE	P/U	3C6JR7DT8EG104527	PIN-1466	32
2016	CHEVY	P/W	1GCNKNEC9GZ101124	PJF-7313	33
2016	CHEVY	P/U	1GCNKNEC7GZ101784	PJF-7314	34
2014	ISUZU	BOX	JALC4W165E7000502	PJF-7316	40
2000	MACK	R/O	1M2P267C8YM050530	PHR-4980	101
2001	MACK	R/O	1M2P267C01M059244	PHR-4981	102
2003	MACK	R/O	1M2AG11C63M006098	PDT-8591	103
2004	MACK	R/O	1M2AG11C74M014096	PEN-5365	104
2013	MACK	R/O	1M2AX04C6DM015326	PHX-6042	105
2013	MACK	R/O	1M2AX04C8DM015327	PIC-8739	106
2013	MACK	R/O	1M2AX04C1DM016772	PIH-9863	107
2016	KENWORTH	R/O	1NKZX4EX4GJ465061	PJF-7315	108
2002	MACK	F/L	1M2K185C42M008956	PHR-4983	204
2004	MACK	F/L	1M2K195C04M025147	PHR-4985	206
2004	MACK	F/L	1M2K189C34M024496	PHR-4986	207
2008	MACK	F/L	1M2AV04C08M002096	PGM-3592	208
2010	MACK	F/L	1M2AV02C2AM005770	PHR-4306	209
2012	MACK	F/L	1M2AV02C6CM009050	PHS-4050	210
2013	MACK	F/L	1M2AV04CXDM009678	PHX-6014	211
2014	CNG MACK	F/L	1M2AV17C5EM010658	PIL-9305	212
2006	MACK	F/L	1M2K195CX6M030116	PIZ1644	213
2003	MACK	F/L	1M2K195C73M022387	PIW4721	214
2003	MACK	F/L	1M2K195CX3M021847	PIW4857	215

## Attachment A Continued



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**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

2014	CNG MACK	F/L LE	1M2AU14C5FM002374	PIR-8230	250
2014	CNG MACK	F/L LE	1M2AU14C5FM002442	PIR-8231	251
1999	MACK	R/L	1M2K195C1XM015120	PET-7984	302
2000	MACK	R/L	1M2K195C6YM015261	PBX-3188	303
2000	MACK	R/L	1M2K195C4YM015260	PHR-4988	311
1999	MACK	R/L	1M2K195C1XM015313	PDW-9702	312
2004	MACK	R/L LE	1M2AC08C34M009358	PEL-6565	313
2004	MACK	R/L LE	1M2AC08C54M009359	PEL-6567	314
2004	MACK	R/L LE	1M2AC08C14M009360	PEL-6564	315
2004	MACK	R/L LE	1M2AC08C54M009362	PEL-6566	316
1999	MACK	R/L	1M2K185C5XM007113	PFA-4155	317
2009	MACK	R/L LE	1M2AU02C69M002515	PGH-4895	318
2009	MACK	R/L LE	1M2AU02C89M002516	PGM-3591	319
2009	MACK	R/L LE	1M2AU02CX9M002517	PGN-5698	320
2010	MACK	R/L	1M2AV02C1AM005954	PGY-7580	321
2010	MACK	R/L LE	1M2AU02C4AM004834	PHB-5706	322
2004	MACK	R/L LE	1M2AC08C55M010190	PGU-6644	323
2005	MACK	R/L LE	1M2AC08C74M009332	PGU-6645	324
2012	MACK	R/L LE	1M2AU04C2CM006548	PHP-7128	325
2014	CNG MACK	R/L LE	1M2AU14C0EM002068	PIL-9302	326
2014	CNG MACK	R/L LE	1M2AU14C2EM002069	PIL-9303	327
2014	CNG MACK	R/L LE	1M2AU14C9EM002070	PIL-9304	328
2014	CNG MACK	R/L LE	1M2AU14C1FM002372	PIR-8228	329
2014	CNG MACK	R/L LE	1M2AU14C3FM002373	PIR-8229	330
2015	CNG MACK	R/L LE	1M2AU14C8FM002577	PIZ-1621	331
2015	CNG MACK	R/L LE	1M2AU14C2FM002400	PIZ-1630	332
2006	PETE	R/L	1NPZL00X15D715969	PIZ-1645	334
2016	CNG MACK	R/L LE	1M2AU14C5GM002876	PJF-1276	335
2016	CNG MACK	R/L LE	1M2AU14C6GM002949	PJF-7317	336
2005	MACK	R/L LE	1M2AC07C05M010230	TEMP	337
2005	MACK	R/L LE	1M2AC07C65M010233	PJG-2775	338
2006	MACK	SEMI TK	1M1AK06Y66N012225	PIF-5976	400
2014	MACK	SEMI TK	1M1AN07Y2EM017173	PIN-1467	402
2006	FREIGHT	SEMI TK	1FV5A6CV96LV811686	PIN-1335	403

Attachment A Continued



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**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

2012	MACK	SEMI TK	1M2AX07Y6CM012884	PIZ-8358	404
2012	KENWORTH	SEMI TK	1XKDDP9X3CJ306949	PIX-9077	405
2005	WABASH	TL	1JJV532W05L946185	TQD-6401	500
2012	MACK	TL	5MAMN48286C010887	TQD-6422	501
2006	MACK	TL	5MAMN48276C010878	TQD-6423	502
2007	EAST	TL	1E1U2Y2837RM39294	TQF-9337	503
2000	WABASH	TL	1JJV532W1YL717809	TQH-8285	504
2009	TITAN	TL	2VWF1L289D000142	TQH-8341	505
2000	J&J	TL	1S94A4825YM006769	TQK-7099	506
1997	UTILITY	TL	1UYVS2531VP301410	TQM-2949	507





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**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

Meeting Record of January 2, 2013

Larry C. Cattran  
Richard E. Cattran

The principles of Local Waste Services hereby agree to authorize Richard E. Cattran to act as Secretary, and also authorize Richard E. Cattran as Managing Member to sign bid documents for municipal contract bids. His signature shall be binding on the part of the company.

Larry C. Cattran

Richard E. Cattran



localwasteservices.com

**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

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## Attachment A Continued

### Billing Policy – Urbancrest

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each quarter. All customers remaining unpaid after 30 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past de letter issued. After 60 days any remaining unpaid customers will be placed on service suspension until balance is paid in full or proper payment arrangements are made.

Please see the following example:

- 2<sup>nd</sup> Quarter billed April 1, 2016 for services in April, May, and June.
- Payment is due April 30<sup>th</sup>, 2016 or a late fee of \$3.00 is assessed.
- May 1<sup>st</sup>, 2016 a past due reminder is generated.
- June 1<sup>st</sup>, 2016 any remaining unpaid customers will have their services suspended until balance is paid in full, or other acceptable payment arrangements have been made.

Please note that late notifications are at the discretion of the city/ township, however, Local Waste Services feels it greatly reduces the amount of customers who become suspended. Competitive rates provided by LWS are based on nearly 100% community participation.

Local Waste Services has the ability to modify any billing policies and procedures to meet customer and contractor needs.



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**LOCAL WASTE SERVICES, LTD.**

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### Billing Policy – Jackson Township

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each quarter. All customers remaining unpaid after 45 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 75 days any remaining unpaid accounts will be revived to ensure correct owner of record and will be sent a certified letter pertaining to their past due balance and possible fines by the city/ township. The customer will also be assessed a \$15.00 fee for the issuance of this certified letter, and will be suspended until the balance is paid in full or the beginning of a new quarterly billing cycle. Any customers who have balances remaining after 105 days will be compiled on a list that will be sent to the city/ township and paid for in full by the city/ township within 30 days of the invoice date.

Please see the following example:

- 2<sup>nd</sup> Quarter billed April 1, 2016 for services in April, May, and June.
- Payment is due May 15<sup>th</sup>, 2016 or a late fee of \$3.00 is assessed.
- May 15<sup>th</sup>, 2016 a past due reminder is generated.
- June 15<sup>th</sup>, 2016 any remaining unpaid customers will be sent a certified letter and assessed a \$15.00 fee. In addition, their services will be suspended until balance is paid in full, or other acceptable payment arrangements have been made.
- July 1<sup>st</sup>, 2016 LWS will reactivate delinquent customers for the new quarterly billing cycle.
- July 15<sup>th</sup>, 2016 a list of unpaid customers will be sent to the city/ township to be paid in full by the city/ township.

Please note that late notifications are at the discretion of the city/ township, however, Local Waste Services feels it greatly reduces the amount of customers who become suspended. Competitive rates provided by LWS are based on nearly 100% community participation.

Local Waste Services has the ability to modify any billing policies and procedures to meet customer and contractor needs.



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**LOCAL WASTE SERVICES, LTD.**

1300 S. Columbus Airport Rd. Columbus, OH 43207

614-409-9375 / 740-756-7156

### **Billing Policy – City of Grove City**

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each quarter. All customers remaining unpaid after 45 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 75 days any remaining unpaid accounts will be revived to ensure correct owner of record and will be sent a certified letter pertaining to their past due balance and possible fines by the city/ township. The customer will also be assessed a \$15.00 fee for the issuance of this certified letter. Any customers who have balances remaining after 105 days will be compiled on a list that will be sent to the city/ township and paid for in full by the city/ township within 30 days of the invoice date.

Please see the following example:

- 2<sup>nd</sup> Quarter billed April 1, 2016 for services in April, May, and June.
- Payment is due May 15<sup>th</sup>, 2016 or a late fee of \$3.00 is assessed.
- May 15<sup>th</sup>, 2016 a past due reminder is generated.
- June 15<sup>th</sup>, 2016 any remaining unpaid customers will be sent a certified letter and assessed a \$15.00 fee.
- July 15<sup>th</sup>, 2016 a list of unpaid customers will be sent to the city/ township to be paid in full by the city/ township.

Please note that late notifications are at the discretion of the city/ township, however, Local Waste Services feels it greatly reduces the amount of customers who become delinquent. Competitive rates provided by LWS are based on nearly 100% community participation.

Local Waste Services has the ability to modify any billing policies and procedures to meet customer and contractor needs.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Local Waste Services, Ltd.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**1300 South Columbus Airport Road**

6 City, state, and ZIP code  
**Columbus, Ohio 43207**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR  
Employer identification number



Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **7-12-16**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number to Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

N/A

Attachment A Continued

**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of the \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

\_\_\_\_\_  
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that:

\_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

\_\_\_\_\_  
Name of Agreement

for said Corporation by virtue of:

\_\_\_\_\_  
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

NON-COLLUSION AFFIDAVIT

State of Ohio

County of Franklin

CONTRACTOR Richard E. Cattran,  
(Name)

being first duly sworn, deposes and says that he is a partner of  
(sole owner, a partner, president, etc.)

Local Waste Services, Ltd.,  
(company name)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: 

**Managing Member**

Subscribed and sworn to before me this  
12<sup>th</sup> day of July, 2016

Seal of Notary

  
Notary Public

JUSTIN M. CATTRAN  
Notary Public, State of Ohio  
My Commission Expires 04-19-2020

**PERSONAL PROPERTY TAXES AFFIDAVIT**  
**(ORC 5719.042)**

STATE OF OHIO  
COUNTY OF Franklin ss:

The AFFIANT, being first duly sworn, states that he/she is the

**Managing Partner of Local Waste Services, Ltd.**

\_\_\_\_\_  
Title and Name of Company

and that he/she or **Local Waste Services**

\_\_\_\_\_  
Name of Company

was:

(1) **NOT CHARGED** with any delinquent personal property taxes on the general tax list of personal property of Columbus, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY

**Local Waste Services, Ltd.**

AFFIANT AND TITLE



**Richard E. Cattran, Managing Member**

Sworn to before me, a Notary Public, this 12<sup>th</sup> day of JULY, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

**JUSTIN M. CATTRAN**  
**Notary Public, State of Ohio**  
**My Commission Expires 04-19-2020**

**Attachment A Continued**

**BID BOND FOR RECYCLING PROCESSING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, [insert name of principal] (as "Principal") and \_\_\_\_\_, [insert name of surety](as "Surety") \_\_\_\_\_, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/Village of \_\_\_\_\_, Ohio (as "Obligee"), in the sum of **five thousand dollars (\$5,000.00)**, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, submit a Bid to the Obligee for the Acceptance of Delivery and Processing of Recyclable Materials generated in and collected from Residential Units and Municipal Facilities within and by the City/Township/Village of \_\_\_\_\_, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Recycling Services").

**NOW, THEREFORE**, if the Recycling Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Recycling Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Recycling Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Recycling Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Recycling Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Bid Bond under their several seals, if any, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by their respective representatives, pursuant to authority of their respective governing bodies.

\_\_\_\_\_  
(Name of Principal)\*

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Corporate Surety)\*

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_, who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)

**BID BOND FOR COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Local Waste Services, Ltd. (as "Principal") and International Fidelity Insurance Company (as "Surety") a corporation organized and doing business under and by virtue of the laws of the State of New Jersey, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/ Village of Grove City, Ohio (as "Obligee"), in the sum of fifteen thousand dollars (\$15,000.00), in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the 26th day of July, 2016, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated in and collected from Residential Units and Municipal Facilities within and by the City/Township/Village of Grove City, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Collection Services").

NOW, THEREFORE, if the Collection Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition: that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this 1st day of July, 2016, by their respective representatives, pursuant to authority of their respective governing bodies.

(Affix Corporate Seal)

Local Waste Services, Ltd.  
(Name of Principal)\*  
By: [Signature]  
Its: MANAGING MEMBER  
Address: 1300 S. Columbus Airport Road  
Columbus, OH 43207

(Affix Corporate Seal)

International Fidelity Insurance Company  
(Name of Corporate Surety)\*  
By: [Signature]  
Arthur L. Colley  
Its: Attorney-in-Fact  
Address: One Newark Center, 20th Floor  
Newark, NJ 07102-5207

**Legal Status of the Principal**

A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of Local Waste Services LTD all the members of which with addresses are: 6443 Casapark Rd, Canal, OH 43112 - 7029 Brentl Rd Canal, OH 43112

An INDIVIDUAL whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_ who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Affix Corporate Seal)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 2016

MARIA BRANCO, Assistant Secretary

BID BOND FOR COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Local Waste Services, Ltd. (as "Principal") and International Fidelity Insurance Company (as "Surety") a corporation organized and doing business under and by virtue of the laws of the State of New Jersey, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/ Village of Jackson Township, Ohio (as "Obligee"), in the sum of fifteen thousand dollars (\$15,000.00), in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the 26th day of July, 2016, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated in and collected from Residential Units and Municipal Facilities within and by the City/Township/Village of Jackson Township, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Collection Services").

NOW, THEREFORE, if the Collection Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition: that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this 1st day of July, 2016, by their respective representatives, pursuant to authority of their respective governing bodies.

Local Waste Services, Ltd.
(Name of Principal)\*
By: [Signature]
Its: MANAGING MEMBER
Address: 1300 S. Columbus Airport Road
Columbus, OH 43207

(Affix Corporate Seal)

International Fidelity Insurance Company
(Name of Corporate Surety)\*
By: [Signature]
Arthur L. Colley
Its: Attorney-in-Fact
Address: One Newark Center, 20th Floor
Newark, NJ 07102-5207

(Affix Corporate Seal)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_ for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_ whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of Local Waste Services LTD, all the members of which with addresses are: 6443 Coopers Rd Carroll, OH 43112 - 7024 Broad Rd Carroll, OH 43112

An INDIVIDUAL whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_

CERTIFICATE AS TO PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_ who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Affix Corporate Seal)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 2016

MARIA BRANCO, Assistant Secretary

**BID BOND FOR COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Local Waste Services, Ltd. (as "Principal") and International Fidelity Insurance Company (as "Surety") a corporation organized and doing business under and by virtue of the laws of the State of New Jersey, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/ Village of Urbancrest, Ohio (as "Obligee"), in the sum of fifteen thousand dollars (\$15,000.00), in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the 26th day of July, 2016, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated in and collected from Residential Units and Municipal Facilities within and by the City/Township/Village of Urbancrest, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee ("Collection Services").

NOW, THEREFORE, if the Collection Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition: that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this 1st day of July, 2016, by their respective representatives, pursuant to authority of their respective governing bodies.

Local Waste Services, Ltd.

(Name of Principal)\*

By: [Signature]

Its: MANAGING MEMBER

Address: 1300 S. Columbus Airport Road  
Columbus, OH 43207

\_\_\_\_\_  
(Affix Corporate Seal)

International Fidelity Insurance Company

(Name of Corporate Surety)\*

By: [Signature]  
Arthur L. Colley  
Its: Attorney-in-Fact

Address: One Newark Center, 20th Floor  
Newark, NJ 07102-5207

\_\_\_\_\_  
(Affix Corporate Seal)

**Legal Status of the Principal**

A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_ whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of Local Waste Services LTD all the members of which with addresses are: 6443 Coopers Rd Carroll, OH 43112 - 7024 Broad St Rd Carroll, OH 43112

An INDIVIDUAL whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_ who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of July, 2016

MARIA BRANCO, Assistant Secretary

**NOTICE OF AWARD**

**Attachment A Continued**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** Acceptance of Delivery and Processing of Recyclable Materials generated by Residential Units, Municipal Facilities and during Special Events (“Recycling Services”).

**Option #1 (Five Years):** The term of the Recycling Services Agreement shall commence 12:01 a.m., the first (1<sup>st</sup>) day of January, 2017, and expire at midnight, the thirty-first (31<sup>st</sup>) day of December, 2021.

**Option #2 (Three Years):** The term of the Recycling Services Agreement shall commence 12:01 a.m., the first (1<sup>st</sup>) day of January, 2017, and expire at midnight, the thirty-first (31<sup>st</sup>) day of December, 2019; with the option at the *sole discretion* of the (City/Township/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days’ notice to Contractor.

The (City/Township/Village) of \_\_\_\_\_, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Recycling Services has been accepted, and the (City/Township/Village) has selected **Option #1 / Option #2** (please circle selection).

You are required by the Instructions to Bidders to execute the Recycling Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Recycling Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Township/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Township/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Township/Village) within ten (10) calendar days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township/Village-Designated Facilities (“Collection Services”).

**Option #1 (Five Years):** The term of the Collection Services Agreement shall commence 12:01 a.m., the first (1<sup>st</sup>) day of January, 2017, and expire at midnight, the thirty-first (31<sup>st</sup>) day of December, 2021.

**Option #2 (Three Years):** The term of the Collection Services Agreement shall commence 12:01 a.m., the first (1<sup>st</sup>) day of January, 2017, and expire at midnight, the thirty-first (31<sup>st</sup>) day of December, 2019; with the option at the *sole discretion* of the (City/Township/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days’ notice to Contractor.

The (City/Township/Village) of \_\_\_\_\_, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection Services has been accepted, and the (City/Township/Village) has selected **Option #1 / Option #2** (please circle selection).

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the (City/Township/Village) will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The (City/Township/Village) will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the (City/Township/Village) within ten (10) calendar days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM THE CITY/CITY/TOWNSHIP/VILLAGE/VILLAGE OF \_\_\_\_\_, FRANKLIN COUNTY, OHIO**

**THIS AGREEMENT** for the acceptance and processing of Recyclable Materials generated in and collected from within the City/Township/Village of \_\_\_\_\_, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, is by and between \_\_\_\_\_, Ohio (“City/Township/Village”), with its offices located at \_\_\_\_\_, and \_\_\_\_\_ (“Recycling Services Contractor” or “Contractor”), a \_\_\_\_\_ (partnership, corporation, limited liability company, or individual) with offices located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the City/Township/Village may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City/Township/Village; and

**WHEREAS**, the City/Township/Village has determined that it is in the best interests of the City/Township/Village and its Residents that the City/Township/Village arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township/Village from a single Contractor on an exclusive basis (“Recycling Services”); and

**WHEREAS**, on May 24, 2016 and on May 31, 2016, the City/Township/Village, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2016 Solid Waste Consortium”), invited through public advertisement qualified bidders to submit bids to provide Recycling Services on the terms and conditions contained herein; and

**WHEREAS**, the Recycling Services Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as \_\_\_\_\_ and located at \_\_\_\_\_ (“Designated Facility”); and

**WHEREAS**, the Recycling Services Contractor submitted a bid to become the sole provider of the Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township/Village; and

**WHEREAS**, the City/Township/Village has accepted and awarded a separate contract to a Collection Services Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township/Village; and

**WHEREAS**, in reliance upon the Recycling Services Contractor's Bid, the City/Township/Village shall require that the Collection Contractor deliver all Recyclable Materials to the Contractor's Designated Facility for processing by the Recycling Services Contractor; and

**WHEREAS**, the City/Township/Village desires to accept the Recycling Services Contractor's Recycling Services Bid and engage the Recycling Services Contractor to be the sole provider of Recycling Services; and

**WHEREAS**, pursuant to the Collection Agreement, the Collection Contractor will make or accept payments, if any, on behalf of the City/Township/Village from the Recycling Services Contractor for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the City/Township/Village and the Recycling Services Contractor each represents that it has the authority to execute this Recycling Services Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

#### **ARTICLE I - DEFINITIONS**

The capitalized terms used herein shall be defined in Exhibit B, which is attached and incorporated.

#### **ARTICLE II – TERM AND TERMINATION**

- 2.1 **Effective Date and Term.** This Recycling Services Agreement shall be effective on the date of last execution. The term of this Agreement shall be for \_\_\_\_\_ (\_\_) years, beginning on January 1, 2017 and terminating on December 31, 20\_\_.
- 2.2 **Renewal Terms.** This Agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each upon agreement of the parties and upon such terms and conditions as the parties mutually agree, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A. (NOTE: only included if a 3-year contract term, above).
- 2.3 **Termination.** The City/Township/Village may terminate this Recycling Services Agreement at any time for any reason or for no reason by giving the Recycling Services Contractor at least 90 days' prior written notice.

ARTICLE III – CONTRACTOR’S OBLIGATIONS

- 3.1 **Recycling Services.** The Recycling Services Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit A, generated and collected from within the City/Township/Village and delivered to the Contractor’s Designated Facility by the City/Township/Village’s Collection Contractor, the City/Township/Village, or its Residents during the term and any renewal term of this Agreement. The Recycling Services Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 3.2 **Charges for Recycling Services.** The Recycling Services Contractor agrees that it shall charge \_\_\_\_\_ dollars (\$\_\_\_\_\_) per ton or pay to the Collection Contractor a price in accordance with the amount provided on Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Designated Facility by Collection Contractor, the City/Township/Village, or its Residents (“Recycling Services Contractor Charge or Payment”). The Recycling Services Contractor shall charge or pay the Recycling Services Contractor Charge or Payment, or any other agreed upon amounts, to the Collection Contractor in accordance with the Recycling Services Contractor’s standard policy or upon such other basis as the Recycling Services Contractor and the Collection Contractor shall mutually agree, with approval by the City/Township/Village.
- 3.3 **Recyclable Materials.** The Recycling Services Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials, including all materials identified by the Recycling Services Contractor on Exhibit A. As markets and technologies change, specific materials may be added to or deleted from the list of Recyclable Materials upon mutual agreement of the parties; provided, however, the Recycling Services Contractor shall accept and process for recycling not less than seven (7) Recyclable Materials. The Contractor shall advise the City/Township/Village of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Recycling Services Contractor as identified by the Recycling Services Contractor on Exhibit A, and the City/Township/Village’s permission must be granted to alter same.
- 3.4 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Recycling Services Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit C, executed by a duly authorized surety, acceptable to the City/Township/Village in all respects, or such other security acceptable to the City/Township/Village, in the amount of twenty-five thousand dollars (\$25,000.00).

- 3.5 **Performance Assurance.** The Recycling Services Contractor shall immediately report to the City/Township/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Recycling Services Contractor to fulfill its obligations. If upon receipt of such report or upon the City/Township/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Township/Village shall have the right to demand adequate assurances from the Recycling Services Contractor that the Recycling Services Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the Recycling Services Contractor shall submit to the City/Township/Village its written response. In the event that the City/Township/Village, in good faith, does not agree that the Recycling Services Contractor's response provides adequate assurance of future performance to the City/Township/Village and its Residents, the City/Township/Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Recycling Services Contractor is in default of its obligations under this Agreement or take such other action the City/Township/Village deems necessary to assure that the Recycling Services will be provided to the City/Township/Village and its Residents.
- 3.6 **Notice Requirement.** The Recycling Services Contractor shall immediately notify the City/Township/Village of any problem or dispute, including but not limited to disputes over payment, which the Recycling Services Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the City/Township/Village delivered by the Collection Contractor for processing unless and until the City/Township/Village has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7 **Environmental Indemnification.** The Recycling Services Contractor shall save, indemnify and hold the City/Township/Village, its members of council or trustees, employees, agents, officers and consultants (each a "City/Township/Village Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City/Township/Village Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Recycling Services Contractor's negligence or willful misconduct relating to the operation of the Designated Facility, including the processing of Recyclable Materials within said Designated Facility. Any City/Township/Village Indemnitee shall promptly notify the Recycling Services Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Recycling Services Contractor the opportunity to defend such claim and shall

not settle such claim without the approval of the Recycling Services Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

- 3.8 **Employment Practices.** The Recycling Services Contractor agrees that the Recycling Services Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9 **Compliance with Applicable Laws.** The Recycling Services Contractor agrees that it will provide the Recycling Services and operate and maintain its Designated Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10 **Volume of Generation.** The Contractor acknowledges that the 2016 Solid Waste Consortium members make no commitment that any specific amount of Recyclable Materials will be available for processing.
- 3.11 **Records Inspection.** The Contractor shall permit representatives of the City/Township/Village, at the City/Township/Village's sole expense, to inspect and obtain copies of Recyclable Materials log sheets, weight tickets or gate receipts that are maintained by the Designated Facility for incoming and outgoing Recyclable Materials and residual Solid Waste attributable to the City/Township/Village. Any such inspection or copying requested by the City/Township/Village shall be conducted during the Designated Facility's normal business hours and the City/Township/Village shall give the Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the City/Township/Village requests copies of log sheets, weight tickets or gate receipts, the Contractor agrees to make such copies available to the City/Township/Village within a reasonable time, and may charge the District no more than ten cents (\$0.10) per page for providing the copies.

#### ARTICLE IV – MISCELLANEOUS

- 4.1 **Bid Forms.** The Bid Form attached as Exhibit A is hereby incorporated. In the event of any conflict between the Bid Form and a provision of this Agreement, this Agreement shall control.
- 4.2 **Entire Agreement.** This Agreement, attached Exhibits A, B, and C, and the Bid Documents represent the entire agreement of the parties, and supersedes all other prior written or oral understandings. In the event of any conflict between the Bid Documents and a provision of

## Attachment A Continued

this Agreement, this Agreement shall control. This Agreement may be modified or amended only by a writing signed by both parties.

- 4.3 **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Recycling Services Contractor, attention \_\_\_\_\_, and to the City/Township/Village, attention \_\_\_\_\_, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Township/Village or the Recycling Services Contractor arising out of a breach of this Agreement by the City/Township/Village or the Recycling Services Contractor shall be effective unless in writing signed by the City/Township/Village and Recycling Services Contractor.
- 4.5 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6 **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party. Provided, however, that the Recycling Services Contractor may not assign this Agreement or any of the Recycling Services Contractor's rights or obligations without the express written consent of the City/Township/Village, which consent may be withheld for any reason or for no reason.
- 4.8 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City/Township/Village and the Recycling Services Contractor, and all duties and responsibilities undertaken are for the sole and exclusive benefit of the City/Township/Village and the Recycling Services Contractor and not for the benefit of any other party.
- 4.9 **Unresolved Findings for Recovery.** The Contractor warrants that as of the date of Contractor's execution of this Recycling Services Agreement, the Contractor has no unresolved findings for recovery as issued by the Auditor of State pursuant to Section 9.24 of the Ohio Revised Code.

**Attachment A Continued**

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above:

**CITY/TOWNSHIP/VILLAGE OF**  
\_\_\_\_\_ **OHIO:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The Recycling Services Contractor must indicate whether it is a Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL) \_\_\_\_\_  
(Signature)

ATTEST: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Notary Signature) \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

**EXHIBIT A**      **Attachment A Continued**

**BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS**

<b>Three Years (with possible +1, +1 year extension)</b>	<b>Five Years</b>
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2017-2019 \$ _____ 2020        \$ _____ 2021        \$ _____	2017-2021 \$ _____

\* If compensation is proposed as an incentive to share Recyclable Materials revenues with the Participating Communities, please express the dollar amount as a positive per ton amount to be paid to the Participating Communities, indicated with a (+) sign. If an alternative revenue-sharing proposal is offered, for example, such as compensation to the Participating Communities if sales of Recyclable Materials reach a certain price point on the open market, please include complete details of any such proposal on a separate page.

Please circle AT LEAST seven (7) of the following materials that Bidder intends to process: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

**Bids for Processing of Recyclable Materials are due by 3:30 p.m. on June 30, 2016, at SWACO's Administrative Building, 4239 London-Groveport Road, Grove City, Ohio, 43123.**

## **EXHIBIT B Attachment A Continued**

### **Defined Terms**

**2016 Solid Waste Consortium:** collectively, the following political subdivisions, all located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services and the Collection Services, including: the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Bid Bond:** a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services or the Collection Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

**Bid Documents:** the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services or the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

**Bid Form:** the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Recycling Services or the Collection Services and related services.

**Bid Process:** the bidding process for the Recycling Services and Collection Services designed by the Participating Communities.

**Bulk Item:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances. "Bulk Item" does not include voluminous amounts of household Solid Waste abandoned by a Resident or as part of a judicial set-out request.

**Carry-out Collection Services:** the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside Collection Service.

**City, Village, or Township-approved Collection Route(s):** the route showing the starting and ending points of collection within the City, Village or Township as approved by each City, Village or Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

**City, Village or Township-Designated Facilities:** the facilities where all City, Village or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road,

## Attachment A Continued

Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, the facility owned or operated by the Successful Bidder for the Recycling Services, or any other facility designated by a City, Village or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a City, Village or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City, Village or Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

Curbside: a single point of pick-up for the collection of Solid Waste, Recyclable Materials or Yard Waste at the concrete edging to the street at a Residential Unit; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by a City, Village or Township.

Designated Facility: the location or facility to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Recycling Services or Collection Services.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitations to Bid: the request of the Participating Communities to secure the Recycling Services and Collection Services.

Joint Bid Process: the bidding process for the Recycling Services and Collection Services and other optional services of the Participating Communities.

**Legitimate Recycling Facility:** an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

**Municipal Facilities:** City, Village or Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

**Notice of Award:** written notification that a Bid has been accepted by a Participating Community for the Recycling Services Contractor or the Collection Contractor to provide the Recycling Services or Collection Services.

**Optional Services:** any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City, Village or Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 96, 64, or 32 gallon collection containers.

**Owner:** the legal titleholder of record of any Residential Unit within the City, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

**Participating Community or Participating Communities:** the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Performance Bond:** the bond insuring performance of the Recycling Services or the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

**Recyclable Materials or Recyclables:** Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at the City, Village or Township-Designated Facility.

**Recycling Services Agreement, Recycling Agreement, or Agreement:** agreement establishing

where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

**Recycling Services Contractor:** the individual or entity selected by a City, Village or Township to process Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

**Recycling Services Contractor Charge or Payment:** The per ton charge or payment (measured on a per ton basis or fraction thereof) charged or paid by the Recycling Services Contractor to the Collection Contractor for Recyclable Materials delivered to the Recyclable Materials Designated Facility by the Collection Contractor.

**Required Services:** collectively, the Recycling Services and Collection Services.

**Resident:** an adult occupant, Owner or tenant of a Residential Unit.

**Residential Unit or Units:** all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Residential Unit Equivalent:** a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City, Village or Township.

**Service Charges:** the fee charged by the Collection Contractor to an Owner or to a City, Village or Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Solid Waste Authority of Central Ohio, or SWACO:** the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling; does not include electronic waste or e-waste as defined in SWACO’s District Rules.

**Source-Separated Yard Waste:** Yard Waste that has not been comingled with other Solid Waste,

and has been set out separately at the location where such materials are generated for the purpose of composting.

**Special Events:** services provided to Municipal Facilities and during City, Village or Township-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City, Village or Township-wide designated clean-up weeks.

**Successful Bidder:** the Bidder or Bidders each Participating Community concludes has submitted the lowest price and best bid for the Recycling Services or the Collection Services, receiving a final Notice of Award.

**Transfer Station:** either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

**Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

**Yard Waste Services:** the acceptance and processing of Yard Waste by composting at a City, Village or Township-Designated Facility.

**EXHIBIT C**

**Attachment A Continued**

**PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Recycling Services Provider ("Principal") and \_\_\_\_\_ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/Village of \_\_\_\_\_ ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars (\$25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 201\_\_, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary) By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_

**An INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY/TOWNSHIP/VILLAGE OF \_\_\_\_\_, FRANKLIN COUNTY, OHIO**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the City/Township/Village of \_\_\_\_\_, Ohio (the “Collection Agreement”) entered into this \_\_\_ day of \_\_\_\_\_, 2016, is by and between the City/Township/Village of \_\_\_\_\_, Ohio (“City/Township/Village”), with its offices located at \_\_\_\_\_, and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ (partnership, corporation, limited liability company, or individual) with offices located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the City/Township/Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City/Township/Village; and

**WHEREAS**, the City/Township/Village has determined that it is in the best interests of the City/Township/Village and its Residents that the City/Township/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City/Township/Village Facilities and during Special Events located within the City/Township/Village from a single Collection Contractor on an exclusive basis (“Collection Services”); and

**WHEREAS**, on May 24, 2016 and on May 31, 2016, the City/Township/Village, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2016 Solid Waste Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the City/Township/Village and its Residents; and

**WHEREAS**, following the July 26, 2016 official opening of the bids by the 2016 Solid Waste Consortium and consideration of bids for Collection Services, the City/Township/Village determined that the Collection Contractor is qualified to provide the Collection Services to the City/Township/Village and approved the award of the Collection Agreement to the Collection Contractor; and

## Attachment A Continued

**WHEREAS**, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the City/Township/Village has selected \_\_\_\_\_ (“Recycling Services Provider”) to provide Recycling Services, so Recyclable Materials shall be delivered to \_\_\_\_\_ (address); and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

**WHEREAS**, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

**WHEREAS**, the City/Township/Village and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the City/Township/Village and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

### **ARTICLE I – DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

### **ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS**

**2.1 Agreement and Independent Collection Contractor Status.** The City/Township/Village hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City/Township/Village Facilities and during certain Special Events within the City/Township/Village to the Designated Facilities. No other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

**2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Agreement shall be for \_\_\_\_\_ (\_\_) years, beginning on January 1, 2017 and terminating on December 31, 20\_\_.

**2.3 Renewal Terms.** This Agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each, upon agreement of the parties and upon

such terms and conditions as the parties mutually agree, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A. (NOTE: only included if a 3-year contract term, above).

- 2.4 Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor's employees have completed training and driven the City/Township/Village-approved collection routes; (c) that City/Township/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; and (e) that the Collection Contractor has delivered to the City/Township/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits D, F, and G, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

**ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR**

- 3.1 Delivery to City/Township/Village-Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City/Township/Village Facilities and during Special Events located within the City/Township/Village. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City/Township/Village-approved written notice specified in Section 2.5 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the City/Township/Village Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the City/Township/Village-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the City/Township/Village-Designated Facilities. The charge by the City/Township/Village-Designated Facilities shall be limited to the not-to-exceed prices guaranteed pursuant to the City/Township/Village's Recycling Agreement, rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. Source-

Separated Recyclable Materials and Source-Separated Yard Waste shall not be delivered to any landfill. Source-Separated Recyclable Materials and Source-Separated Yard Waste shall not be commingled with Solid Waste by the Collection Contractor and delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

- 3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Township/Village. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Township/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Township/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Township/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Township/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Township/Village.
- 3.3 Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City/Township/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Township/Village. Provided that the City/Township/Village approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or texting service with the drivers of all vehicles used to provide Collection Services within the City/Township/Village, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

**3.6 Recyclable Materials Collection Containers.** The Collection Contractor shall provide each Residential Unit with one (1) eighteen (18) gallon lidded Recyclable Materials collection container at no additional charge. The Collection Contractor shall provide a second, like Recyclable Materials collection container to each Residential Unit at no additional charge upon the request of a Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident.

The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor–provided collection container(s) for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials.

The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. In no event will the City/Township/Village be responsible for such additional charge.

**ALTERNATIVE CONTRACT LANGUAGE, IF APPLICABLE**

**3.6 Recyclable Materials Collection Containers.** The Collection Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. If a Residential Unit requests a smaller or larger Recyclable Materials collection container at any time after the initial delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller or larger collection container upon request at no additional charge to the Residential Unit. The Collection Contractor is only obligated to exchange a Residential Unit’s collection container for a smaller or larger collection container one time per calendar year.

The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor–provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials.

The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. In no event will the

City/Township/Village be responsible for such additional charge.

- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide their own collection containers for Solid Waste and Yard Waste. In the event that the City/Township/Village does not supply collection containers to its Residents, the Collection Contractor may offer to sell or rent collection containers to Residents at the price stated on Exhibit A. In the event a Resident chooses to purchase or rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price and in the manner stated on the Exhibit A.

Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City/Township/Village or Collection Contractor provided collection containers.

Yard Waste shall be placed for collection in Yard Waste bags approved by the City/Township/Village and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulk Items Included.** Solid Waste shall include, and the Collection Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Collection Contractor shall collect such items without additional charge. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9.

- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the City/Township/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Township/Village, the Collection Contractor shall provide a written report to the City/Township/Village of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Township/Village shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.

- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection of construction and demolition debris to

minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor must include such limitation in the Resident obligation notice mailed to Residents of the City/Township/Village.

- 3.11 Services at City/Township/Village Facilities.** The Collection Contractor shall provide collection containers to the City/Township/Village at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day or days stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the City/Township/Village at no additional charge, provided that City/Township/Village requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Township/Village upon written notice to the Collection Contractor.
- 3.12 Collection at Municipal Facilities and Special Events.** The Collection Contractor shall provide Collection Services at Municipal Facilities and during Special Events in accordance with the terms and conditions as included on the attached Exhibit E. Additional Collection Services may be requested by the City/Township/Village at the price indicated on Exhibit A. Unless otherwise agreed to in writing, no additional fees shall be charged to the City/Township/Village for the Collection Services included on Exhibit E, notwithstanding the volume or nature of the Solid Waste, Recyclable Materials or Yard Waste collected.
- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the City/Township/Village, unless the City/Township/Village has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit E hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City/Township/Village Facilities, Residential Units, or Residential Unit Equivalents.

**ARTICLE IV — COLLECTION CONTRACTOR’S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

- 4.1 Collection Routes and Day of Collection.** On or before November 15, 2016, the Collection Contractor shall furnish the City/Township/Village, for approval by the City/Township/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirm the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City/Township/Village (collection of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor

and approved by the City/Township/Village.) The Collection Contractor shall not change the day or days of collection without written approval by the City/Township/Village. In the event such a change is approved by the City/Township/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Township/Village retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final City/Township/Village-approved Collection Routes.

- 4.2 Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.
- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City/Township/Village notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City/Township/Village may, at the City/Township/Village's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and two times per year thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Township/Village and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Township/Village for approval by \_\_\_\_\_. Subsequent notices shall be submitted to the City/Township/Village for approval not later than twenty (20) days prior to mailing to the Residential Units.
- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the

City/Township/Village or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. The City/Township/Village shall not be responsible for the cost of Optional Carry-out Collection Service.

**4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Township/Village shall have the right to perform such cleanup services using City/Township/Village employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

**4.8 Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

**4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City/Township/Village with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City/Township/Village and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City/Township/Village and the Residents receiving the Collection Services.

- 4.10 Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The City/Township/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Township/Village.

- 4.11 Daily Reports.** Upon request, the Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City/Township/Village. This report shall be provided to the City/Township/Village at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the City/Township/Village may agree to utilize a different procedure, provided such agreement is in writing.

- 4.12 Collection Contractor's Response to Complaints.** The City/Township/Village shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City/Township/Village to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City/Township/Village at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

**ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION**

- 5.1 Performance Assurance.** The Collection Contractor shall immediately report to the City/Township/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Township/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City/Township/Village shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the City/Township/Village its written response to any such demand. In the event that the

City/Township/Village does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City/Township/Village and its Residents, the City/Township/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Township/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Township/Village in all respects, or such other security acceptable to the City/Township/Village, in the amount of \_\_\_\_\_ **thousand dollars (\$\_\_\_\_\_)**. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Township/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Township/Village accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Township/Village and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Township/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Township/Village and authorized to do business in the State of Ohio. The City/Township/Village shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Township/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Township/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Township/Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the City/Township/Village

satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit G, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City/Township/Village free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

**5.6 Indemnification.** The Collection Contractor shall save, indemnify and hold the City/Township/Village, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**5.7 Environmental Indemnification.** The Collection Contractor shall save, indemnify and hold the City/Township/Village, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 **Indemnity Not Limited.** In any and all claims against the City/Township/Village, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Township/Village.
- 5.10 **Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township/Village's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City/Township/Village, or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste or Yard Waste.

**ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT**

- 6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the City/Village.** As authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the City/Village. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit A. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor as the agent of the City/Village shall be placed into and held in a separate and distinct account to the credit of the City/Village, or shall otherwise conform to the City/Village's ordinances. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City/Village official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of \_\_\_\_\_ (insert position, such as: Service Director, Administrator, or Fiscal Officer) to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City/Village official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City/Village within three (3) business days.

**ALTERNATIVE CONTRACT LANGUAGE, IF APPLICABLE**

**6.1 Contractor to Charge and Obtain Payment of Collection Fees From Residential Units as Agent of the Township.** As authorized by Section 505.29 of the Ohio Revised Code, the Board of Township Trustees shall establish, by resolution, equitable charges of rents, or Services Charges, to be paid to the Township for the use and benefit of Collection Services by every Owner of a Residential Unit. Such Service Charges shall include, but are not limited to, all related disposal and processing fees in the amounts specified on the Bid Form attached as Exhibit A.

By and on behalf of the Board of Township Trustees, the Collection Contractor, as the agent of the Board, shall invoice and collect all Service Charges from each Owner of a Residential Unit under this Agreement on a quarterly (or monthly) basis, pursuant to the authority in Sections 505.27(A) and 505.31(B) of the Ohio Revised Code.

All fees for Collection Services collected by the Collection Contractor as the agent of the Board shall be placed into and held in a separate and distinct account to the credit of the Township. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Township official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of \_\_\_\_\_ (insert position, such as: Chairperson of the Board of Township Trustees, Township Administrator, or Township Fiscal Officer) to determine whether the Collection Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above Township official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Township within three (3) business days.

The Collection Contractor shall provide the Board with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like manner unless and until the Collection Contractor receives written notice from the Board to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Board with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the Township Fiscal Officer to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board advising the Owner that Service

Charges are due and owing to the Township, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collection to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand, and shall be responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Board each quarter. Each report shall provide details on the status of all delinquent accounts, and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Township.

If the written demand does not result in payment within sixty (60) days, the Township may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code. The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other township taxes. When the Township collects a past due amount for non-payment of Service Charges, the Township shall promptly forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Township may also include all or a portion of any late fee, reasonable interest, or cost of collection charge assessed to compensate the Collection Contractor on an equitable basis.

- 6.2 Deductions from Collection Contractor's Invoice.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City/Township/Village may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City/Township/Village performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City/Township/Village may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City/Township/Village. In addition, the City/Township/Village may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, up to one hundred dollars (\$100.00) for each violation of the terms and conditions of the Collection Services Agreement committed in the course of performing Collection Services for the City/Township/Village.

The remedies available pursuant to this section are in addition to any other remedies available to the City/Township/Village pursuant to this Collection Agreement, and the City/Township/Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Township/Village of the right to exercise any remedy in response to subsequent failures to perform.

- 6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Collection Contractor. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The Owner of the unoccupied or vacant Residential Unit shall notify the Collection Contractor that Collection Services are not required at the unoccupied or vacant Residential Unit. The Collection Contractor shall not invoice the Owner or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.
- 6.4 Annual Review of Generation.** Annually at the request of the City/Township/Village or the Collection Contractor, the Collection Contractor and the City/Township/Village shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City/Township/Village and its Residents and delivered to the City/Township/Village-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials or Yard Waste, the Collection Contractor and the City/Township/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Township/Village and its Residents and may provide for additional benefits for the City/Township/Village.
- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Collection Contractor or the City/Township/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Township/Village, will result in an adjustment to the Collection Contractor's invoice received by the City/Township/Village or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50

per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on July 25, 2016 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy (“EIA”).

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$0.25) per gallon from the base price. Each twenty-five cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Township/Village, (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, City/Township/Village-Designated Recyclable Materials Facility, and City/Township/Village-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

If the Collection Contractor utilizes vehicles powered by compressed natural gas (CNG), the Collection Contractor shall not automatically be eligible for the fuel price adjustment, but may apply for an adjustment upon providing proof of the percentage of the Collection Contractor’s fleet that is diesel versus CNG.

**6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City/Township/Village-Designated Recycling Services and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City/Township/Village and

Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Recyclable Materials Processing: (1/3) (per ton price difference) ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

**6.7 Data Collection and Quarterly Reporting.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the City/Township/Village: (a) a record of the number of Residential Units within the City/Township/Village collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City/Township/Village pursuant to this Collection Agreement that the Collection Contractor delivers to the City/Township/Village-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the City/Township/Village-Designated Facilities. Upon request of the City/Township/Village, the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the City/Township/Village-Designated Facilities. The Collection Contractor shall prepare such records and provide them to the City/Township/Village on not less often than a quarterly basis.

The Collection Contractor shall also utilize the Re-TRAC™ data management system and report volumes collected of Solid Waste, Yard Waste and Recyclable Materials for the City/Township/Village for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall make such data available to the City/Township/Village or to SWACO in the manner and frequency as requested by either party.

**6.8 Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty-two (62) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit A. By agreement, either the City/Township/Village or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

**ARTICLE VII – BREACH, CURE, AND TERMINATION**

**7.1 Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the City/Township/Village may terminate the Collection Agreement in the following manner: the City/Township/Village shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the City/Township/Village with written assurance, which can be

substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City/Township/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Township/Village is able to secure alternate or substitute performance for the Collection Services. The City/Township/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the City/Township/Village, in the exercise of the reasonable discretion of the City/Township/Village.

- 7.2 Surety or City/Township/Village Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Township/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Township/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Township/Village until the City/Township/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Township/Village's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Township/Village has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Township/Village income taxes.
- 7.3 Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the City/Township/Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Township/Village is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City/Township/Village, the City/Township/Village may, in the exercise of its sole discretion and without liability to

the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Township/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

**7.5 Termination of City/Township/Village-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City/Township/Village-Designated Facilities. In the event of termination of an agreement with a City/Township/Village-Designated Facility, and until notification by the City/Township/Village of an alternative facility selected by the City/Township/Village, the Collection Contractor shall be excused from delivering materials to the City/Township/Village-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City/Township/Village’s designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City/Township/Village-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City/Township/Village-Designated Facility agreement shall be documented and provided to the City/Township/Village. Any additional reasonable costs as determined by the City/Township/Village incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City/Township/Village obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the City/Township/Village is able to issue a replacement Invitation to Bid. In the event of termination by the City/Township/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

**ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

**8.1 Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

**8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention \_\_\_\_\_ (name or title), and to the City/Township/Village, attention \_\_\_\_\_ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.

**8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Township/Village or the Collection Contractor arising out of a breach of this Collection Agreement by the City/Township/Village or the Collection Contractor shall be

**Attachment A Continued**

effective unless in writing signed by the City/Township/Village and the Collection Contractor.

- 8.4 Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party’s successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor’s rights or obligations without the express written consent of the City/Township/Village, which consent may be withheld for any reason or for no reason.
- 8.7 Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Township/Village and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Township/Village and the Collection Contractor and not for the benefit of any other party.
- 8.8 Unresolved Findings for Recovery.** The Contractor warrants that as of the date of Contractor’s execution of this Recycling Services Agreement, the Contractor has no unresolved findings for recovery as issued by the Auditor of State pursuant to Section 9.24 of the Ohio Revised Code.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

**CITY/TOWNSHIP/VILLAGE OF**  
\_\_\_\_\_, **OHIO**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Attachment A Continued**

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

**EXHIBIT A – BID FORMS – PART I** Attachment A Continued

	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – three year term with two option years (1/1/17 – 12/31/19; 2020, 2021 at sole option of each Participating Community)	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – five year term (1/1/17 – 12/31/21)	Day or Day(s) of the Week of Collection
<b>STATUS QUO BID*</b>	<p align="center">\$ <u>13.45</u> (2017-2019)</p> <p align="center">\$ <u>13.65</u> (2020)</p> <p align="center">\$ <u>13.85</u> (2021)</p>	<p align="center">\$ <u>13.45</u> (2017 – 2021)</p>	<p align="center"><b>SEE EXHIBIT E FOR EACH PARTICIPATING COMMUNITY</b></p>
<b>WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID**</b>	<p align="center">\$ <u>14.45</u> (2017-2019)</p> <p align="center">\$ <u>14.65</u> (2020)</p> <p align="center">\$ <u>14.85</u> (2021)</p>	<p align="center">\$ <u>14.45</u> (2017 – 2021)</p>	<p align="center">Grove City: <b>Mon - Fri</b></p> <hr/> <p align="center">Jackson Township: <b>Mon - Fri</b></p> <hr/> <p align="center">Urbancrest: <b>Tuesday</b></p>
<b>CONTRACTOR-DESIGNED BID***</b>  * one (1) 95 gal. waste cart * one (1) 65 gal. recycling cart to each resident	<p align="center">\$ <u>15.45</u> (2017-2019)</p> <p align="center">\$ <u>15.65</u> (2020)</p> <p align="center">\$ <u>15.85</u> (2021)</p>	<p align="center">\$ <u>15.45</u> (2017 – 2021)</p>	<p align="center">Grove City: <b>Mon - Fri</b></p> <hr/> <p align="center">Jackson Township: <b>Mon - Fri</b></p> <hr/> <p align="center">Urbancrest: <b>Tuesday</b></p>

## EXHIBIT A – PRICING FORM – PART I Specific to Ashville

	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – four year term (1/1/18 – 12/31/21)	Day or Day(s) of the Week of Collection
<b>RESIDENTIAL SERVICE</b>		
<b>WHEELED RECYCLABLE &amp; REFUSE MATERIALS COLLECTION CONTAINER</b>	\$ <u>15.45</u> (2017 – 2021)	Village of Ashville: __Monday__
<b>SENIOR RESIDENTIAL WHEELED RECYCLABLE &amp; REFUSE MATERIALS COLLECTION CONTAINER</b>	\$ <u>13.91</u> (2017 – 2021)	Village of Ashville: __Monday__
<b>COMMERCIAL SERVICE</b>		
<b>Once Per Week * WHEELED RECYCLABLE &amp; REFUSE MATERIALS COLLECTION CONTAINER</b>	\$ <u>23.08</u> (2017 – 2021)	Village of Ashville: __Monday__ ** _
<b>Once Per Week * 2 YARD CONTAINER</b>	\$ <u>65.81</u> (2017 – 2021)	Village of Ashville: __Monday__ ** _
<b>Once Per Week * 4 YARD CONTAINER</b>	\$ <u>87.35</u> (2017 – 2021)	Village of Ashville: __Monday__ ** _
<b>Once Per Week * 6 YARD CONTAINER</b>	\$ <u>98.94</u> (2017 – 2021)	Village of Ashville: __Monday__ ** _
<b>Once Per Week * 8 YARD CONTAINER</b>	\$ <u>118.53</u> (2017 – 2021)	Village of Ashville: __Monday__ ** _
* PRICE WILL INCREASE OR DECREASE IF FREQUENCY MORE OR LESS WITH EQUAL MULTIPLES CHARGED SEE BELOW TABLE		
** COMMERCIAL SERVICE MAY VARY BASED UPON FREQUENCY OF PICK-UP OR ARRANGEMENT WITH SPECIFIC COMMERCIAL LOCATION		
<b>Size of Container</b>	<b>Frequency More Or Less than once per Week</b>	
<b>WHEELED RECYCLABLE &amp; REFUSE MATERIALS COLLECTION CONTAINER</b>	\$23.08 times the number of pulls per week (2017 – 2021)	
<b>2 YARD CONTAINER</b>	\$65.81 times the number of pulls per week (2017 – 2021)	
<b>4 YARD CONTAINER</b>	\$87.35 times the number of pulls per week (2017 – 2021)	
<b>6 YARD CONTAINER</b>	\$98.94 times the number of pulls per week (2017 – 2021)	
<b>8 YARD CONTAINER</b>	\$118.53 times the number of pulls per week (2017 – 2021)	

**EXHIBIT A – BID FORMS – PART I Attachment A Continued**

\* The **“STATUS QUO BID”** is described as follows: Each Residential Unit must be supplied with one (or two at the option of an individual Resident) 18 gallon lidded Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The City of Grove City’s five (5) day per week collection schedule shall be maintained, as described on Exhibit E; Jackson Township’s five (5) day per week collection schedule (in conjunction with the City of Grove City’s collection schedule) shall be maintained, as described on Exhibit E; and the Village of Urbancrest’s collection day of Tuesday for all materials shall be maintained, as described on Exhibit E.

\*\* The **“WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID”** is described as follows: Each Residential Unit must be supplied with one 64 gallon or larger wheeled Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The Collection Contractor may propose a collection schedule that is the same or different from the current collection schedule, provided that all three materials (Solid Waste, Recyclable Materials, and Yard Waste) are collected from each Residential Unit on the same day of service.

\*\*\* The **“CONTRACTOR-DESIGNED BID”** is described as follows: The Contractor may design and submit a bid of their own choosing, provided that the Contractor submits sufficient information regarding the proposed method of collection; provision or non-provision of collection containers; and the proposed collection schedule for each Participating Community. In order to be considered, at a minimum the Contractor-Designed Bid must include weekly collection of Solid Waste, and regular collection of Recyclable Materials and Yard Waste.

BID FORM FOR ADDITIONAL COLLECTION SERVICES – PART IIMANDATORY SERVICES(Contractors are advised that they **shall** provide a bid price for the below **additional services**)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>1.50</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing <b>Carry-Out Collection Services</b> <sup>1</sup>	\$ <u>25.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>75.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>100.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>150.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>199.00</u>

<sup>1</sup> The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

## Attachment A Continued

Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>      <b>350.00</b>      </u>
Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>      <b>400.00</b>      </u>
Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>      <b>450.00</b>      </u>
Per Residential Unit per month surcharge for the <b>Rental</b> of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials Collection Container <sup>2</sup>	\$ <u>      <b>3.50</b>      </u> (96)
	\$ <u>      <b>3.50</b>      </u> (64)
	\$ <u>      <b>3.50</b>      </u> (32)
Per Residential Unit per month surcharge for the <b>Purchase</b> of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials Collection Containers, amortized monthly over the length of the Agreement; may be purchased by either individual Residential Units <u>or</u> a City/Township/Village <sup>3</sup>	\$ <u>      <b>200.00</b>      </u> (96)
	\$ <u>      <b>200.00</b>      </u> (64)
	\$ <u>      <b>200.00</b>      </u> (32)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per judicial set-out order / eviction	\$ <u>      <b>250.00</b>      </u> <b>+ \$10.00 per yard</b>

<sup>2</sup> Such bid price is for the **rental** of collection containers that an individual Resident may request **in addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

<sup>3</sup> Such bid price is for the **purchase** of collection containers that an individual Resident or City/Township/Village may request **in addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

**BID FORM FOR ADDITIONAL COLLECTION SERVICES – PART III**

**ELECTIVE SERVICES**

(Contractors are advised that they may provide a bid price for the below additional services)

<p style="text-align: center;">Per unit per day charge for provision of a portable restroom<sup>4</sup></p>	<p>\$ <u>          N/A          </u></p>
<p style="text-align: center;">Per unit charge for emptying/servicing a portable restroom</p>	<p>\$ <u>          N/A          </u></p>
<p style="text-align: center;">Per unit charge for provision of a portable sink or portable wash station</p>	<p>\$ <u>          N/A          </u></p>
<p style="text-align: center;">Per unit charge for provision of cardboard trash receptacles</p>	<p>\$ <u>          N/A          </u></p>
<p style="text-align: center;">Set-up fee for cardboard trash receptacles</p>	<p>\$ <u>          N/A          </u></p>
<p style="text-align: center;">Per hour charge for the provision of a Solid Waste collection vehicle and driver<sup>5</sup></p>	<p>\$ <u>          N/A          </u></p>

<sup>4</sup> Please indicate if charge also includes the emptying/servicing of a portable restroom. If such price does not include emptying/servicing, please provide such additional charge in the space below.

<sup>5</sup> Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

**Contractor Designed Bid**

Local Waste Services (LWS) will deliver to each resident one (1) 95 gallon waste wheeler for solid waste and one (1) 65 gallon recycling wheeler for co-mingled recycling. This service would offer a more uniformed look to the communities during collection day.



## **EXHIBIT B**

## **Attachment A Continued**

### **Defined Terms**

**2016 Solid Waste Consortium:** collectively, the following political subdivisions, all located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services and the Collection Services, including: the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Bid Bond:** a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services or the Collection Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

**Bid Documents:** the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services or the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

**Bid Form:** the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Recycling Services or the Collection Services and related services.

**Bid Process:** the bidding process for the Recycling Services and Collection Services designed by the Participating Communities.

**Bulk Item:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances. "Bulk Item" does not include voluminous amounts of household Solid Waste abandoned by a Resident or as part of a judicial set-out request.

**Carry-out Collection Services:** the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside Collection Service.

**City, Village, or Township-approved Collection Route(s):** the route showing the starting and ending points of collection within the City, Village or Township as approved by each City, Village or Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

**City, Village or Township-Designated Facilities:** the facilities where all City, Village or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road,

## Attachment A Continued

Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, the facility owned or operated by the Successful Bidder for the Recycling Services, or any other facility designated by a City, Village or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a City, Village or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City, Village or Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

Curbside: a single point of pick-up for the collection of Solid Waste, Recyclable Materials or Yard Waste at the concrete edging to the street at a Residential Unit; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by a City, Village or Township.

Designated Facility: the location or facility to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Recycling Services or Collection Services.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitations to Bid: the request of the Participating Communities to secure the Recycling Services and Collection Services.

Joint Bid Process: the bidding process for the Recycling Services and Collection Services and other optional services of the Participating Communities.

## Attachment A Continued

**Legitimate Recycling Facility:** an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

**Municipal Facilities:** City, Village or Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

**Notice of Award:** written notification that a Bid has been accepted by a Participating Community for the Recycling Services Contractor or the Collection Contractor to provide the Recycling Services or Collection Services.

**Optional Services:** any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City, Village or Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 96, 64, or 32 gallon collection containers.

**Owner:** the legal titleholder of record of any Residential Unit within the City, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

**Participating Community or Participating Communities:** the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Performance Bond:** the bond insuring performance of the Recycling Services or the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

**Recyclable Materials or Recyclables:** Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at the City, Village or Township-Designated Facility.

**Recycling Services Agreement, Recycling Agreement, or Agreement:** agreement establishing

## Attachment A Continued

where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

**Recycling Services Contractor:** the individual or entity selected by a City, Village or Township to process Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

**Recycling Services Contractor Charge or Payment:** The per ton charge or payment (measured on a per ton basis or fraction thereof) charged or paid by the Recycling Services Contractor to the Collection Contractor for Recyclable Materials delivered to the Recyclable Materials Designated Facility by the Collection Contractor.

**Required Services:** collectively, the Recycling Services and Collection Services.

**Resident:** an adult occupant, Owner or tenant of a Residential Unit.

**Residential Unit or Units:** all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Residential Unit Equivalent:** a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City, Village or Township.

**Service Charges:** the fee charged by the Collection Contractor to an Owner or to a City, Village or Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Solid Waste Authority of Central Ohio, or SWACO:** the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling; does not include electronic waste or e-waste as defined in SWACO’s District Rules.

**Source-Separated Yard Waste:** Yard Waste that has not been comingled with other Solid Waste,

## Attachment A Continued

and has been set out separately at the location where such materials are generated for the purpose of composting.

**Special Events:** services provided to Municipal Facilities and during City, Village or Township-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City, Village or Township-wide designated clean-up weeks.

**Successful Bidder:** the Bidder or Bidders each Participating Community concludes has submitted the lowest price and best bid for the Recycling Services or the Collection Services, receiving a final Notice of Award.

**Transfer Station:** either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

**Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

**Yard Waste Services:** the acceptance and processing of Yard Waste by composting at a City, Village or Township-Designated Facility.

**EXHIBIT C**

**Attachment A Continued**

**Implementation Plan Forms**

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

**EXHIBIT D**

**Attachment A Continued**

**PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Collection Services Provider ("Principal") and \_\_\_\_\_ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/Village of \_\_\_\_\_ ("Beneficiary") Beneficiary in the sum of \_\_\_\_\_, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 201\_\_, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township/Village-Designated Facilities ("Collection Services").

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary) By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**EXHIBIT E**

**Attachment A Continued**

**City of Grove City, Ohio**

Number of Residential Units: approximately 12,050

Approximate annual volume (all figures combined with Jackson Township):

Solid Waste = 15,225 tons  
Recyclable Materials = 2,178 tons  
Yard Waste = 2,167 tons

Current Collection Day(s): 5 days per week, see attached route map

Municipal Facilities and Special Events requiring service:

The Contractor shall provide permanent collection containers to the City at the following locations at no additional charge to the City:

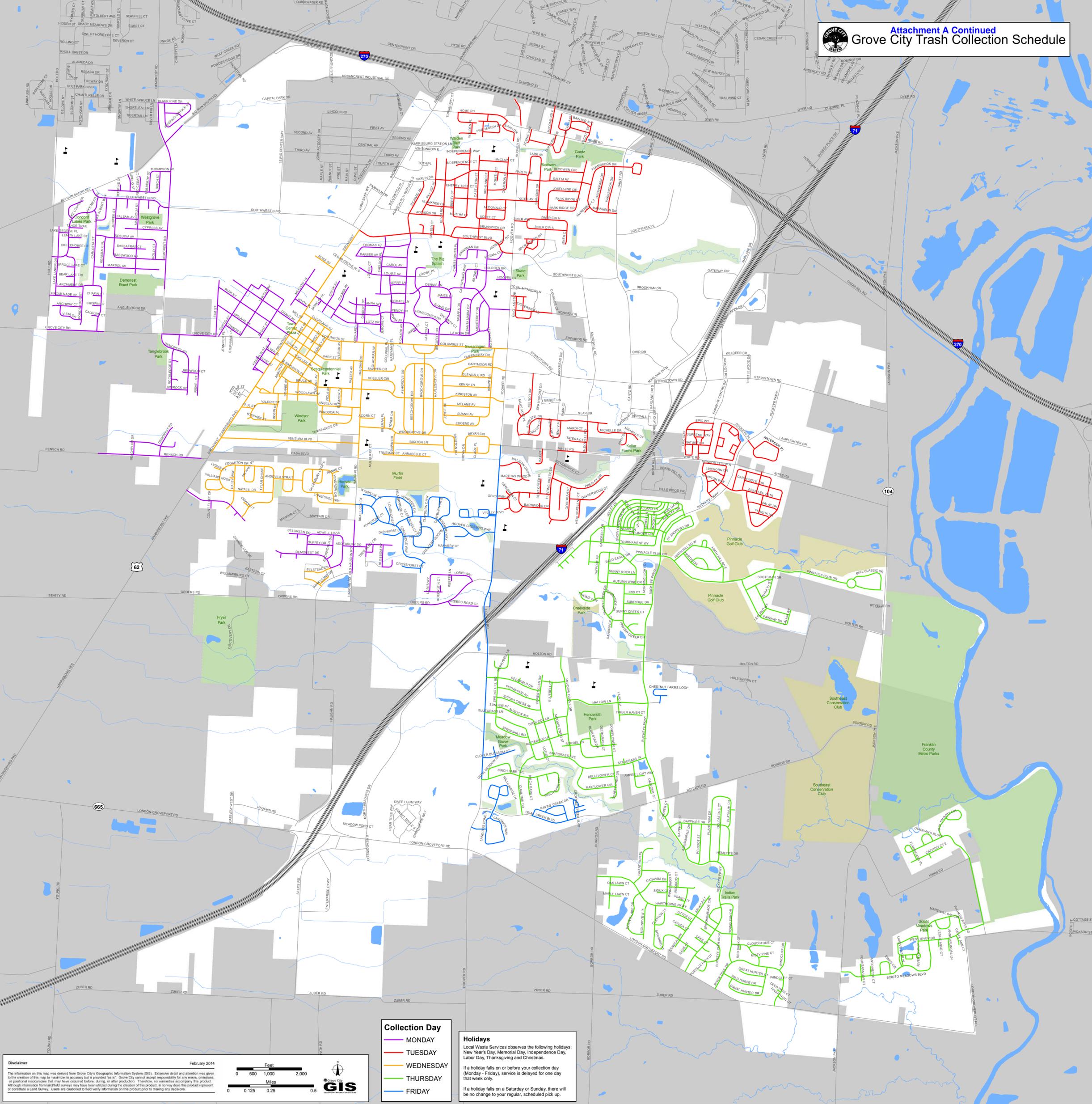
- City Hall (4035 Broadway): two 96-gallon Solid Waste collection containers; three 96-gallon Recyclable Materials collection containers
- Service Complex (3262 Ventura Blvd.): three 8-cubic yard Solid Waste dumpsters; one 8-cubic yard dumpster, rear load, for Yard Waste; one 20-yard Solid Waste roll-off (emptied 4 times per month, depending on season)
- Safety Complex (3360 Park St.): one 8-cubic yard Solid Waste dumpster; three 96-gallon Recyclable Materials collection containers
- Big Splash (2831 Southwest Blvd.): one 8-cubic yard Solid Waste dumpster; one 8-cubic yard rear load dumpster for Recyclable Materials (note – this is a seasonal facility, and services are required from approximately early April through mid-October, emptied 2 times per week)
- Evans Center (4330 Dudley Ave.): one 64-gallon Recyclable Materials collection container
- Gantz Barn (2259 Home Rd.): one 96-gallon Recyclable Materials collection container
- Gantz Farmhouse (2255 Home Rd.): one 96-gallon Recyclable Materials collection container
- Fryer House (3899 Orders Rd.): one 96-gallon Solid Waste collection container; one 96-gallon Recyclable Materials collection container
- Kingston Center (3226 Kingston Ave.): one 8-cubic yard Solid Waste dumpster; one 96-gallon Recyclable Materials collection container

The Contractor shall collect all Solid Waste, Recyclable Materials and Yard Waste deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the City, at no additional charge to the City. The exact number, size and location of the above collection containers may be modified within reason at the request of the City, with agreement by Contractor.

## **Attachment A Continued**

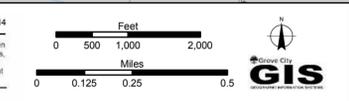
Upon request of the City for Special Events, the Contractor shall provide two (2) open top roll-off containers of up to twenty (20) yards capacity for Solid Waste, and two (2) 8-cubic yard containers for Recyclable Materials, inclusive of disposal and processing at no additional charge, up to eight (8) times per year, upon two (2) weeks prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.



**Disclaimer**  
The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from landfile surveys may have been utilized during the creation of the product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

February 2014



- Collection Day**
- MONDAY
  - TUESDAY
  - WEDNESDAY
  - THURSDAY
  - FRIDAY

**Holidays**  
Local Waste Services observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.  
If a holiday falls on or before your collection day (Monday - Friday), service is delayed for one day that week only.  
If a holiday falls on a Saturday or Sunday, there will be no change to your regular, scheduled pick up.



**EXHIBIT E**

**Jackson Township, Ohio**

Number of Residential Units: 1,800

Approximate annual volume (all figures combined with Grove City):

- Solid Waste = 15,225 tons
- Recyclable Materials = 2,178 tons
- Yard Waste = 2,167 tons

Current Collection Days: 5 days per week (in conjunction with Grove City collection routes, see attached map; except for the Holton Road corridor, which is collected on Thursdays in Grove City, but Fridays in Jackson Township)

Municipal Facilities and Special Events requiring service:

The Contractor shall provide permanent collection containers to the Township at the following locations at no additional charge to the Township:

<b>Building</b>	<b>Address</b>	<b>Solid Waste Collection</b>	<b>Recyclable Materials Collection</b>	<b>Notes</b>
Fire Sta. 201	4343 Grove City Road	One 4-cu.yd. dumpster	(2) two 96-gal. wheeled totes with lid	
Fire Sta. 202	3650 Hoover Road	One 6-cu.yd. dumpster	(4) four 96-gal. wheeled totes with lid, <u>or</u> 6 cu.yd. dumpster	Empty twice per week
Fire Sta. 203	2650 London-Groveport Rd	One 4-cu.yd. dumpster	(2) two 96-gal. wheeled totes with lid	
Fire Sta. 204	4900 Buckeye Parkway	One 4-cu.yd. dumpster	(2) two 96-gal. wheeled totes with lid	
Twp. Hall	3756 Hoover Road	n/a	(1) one 64-gal. wheeled tote with lid	
Road Dept.	3756 Hoover Road	One 30-cu.yd. roll-off	N/A	Empty 3-4 times/year as needed

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the Township, at no additional charge to the Township. The exact number, size and location of the above collection containers may be modified within reason at the request of the Township, with agreement by Contractor.

## Attachment A Continued

### CLEAN-UP DAY PROGRAMS

In addition, the Contractor shall provide manpower, collection and disposal (including Solid Waste, construction debris, and tires) for (2) two annual Township CleanUP Days, one in the Spring and one in the Fall, on weekend days designated by the Township, from approximately 8:00 a.m. to 1:00 p.m. The Contractor will be expected to provide approximately (6) six open top roll-off containers of 30 cubic yards capacity each AND (3) three rear-load packer trucks with crews to assist, noting that (1) one such dumpster or packer will be dedicated for tire collection at each CleanUP event, or an equivalent staffing and equipment model agreed upon by the Township.

In addition, the Contractor shall provide two (2) open top roll-off containers of up to thirty (30) yards capacity at no additional charge upon request of the Township two (2) times per year, upon two (2) weeks prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Township Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any, indicated on the bid form.



**EXHIBIT E**

**Attachment A Continued**

**Village of Urbancrest, Ohio**

Number of Residential Units: approximately 200

Approximate annual volume:           Solid Waste = 174 tons  
  Recyclable Materials = 13 tons  
  Yard Waste = 12 tons

Current Collection Day: Tuesday

Municipal Facilities and Special Events requiring service:

The Contractor shall provide permanent collection containers to the Village at the following locations, at no additional charge to the Village:

1. Village of Urbancrest Administration Building, 3357 Central Avenue: one 6-cubic yard Solid Waste dumpster; one 90-gallon Recyclable Materials collection container;
2. Village of Urbancrest Municipal Building, 3492 First Avenue: three 90-gallon Solid Waste collection containers; two 90-gallon Recyclable Materials collection containers;
3. Village of Urbancrest Vaughn E. Hairston Community Center/YMCA: two 6-cubic yard Solid Waste dumpsters; two 90-gallon Recyclable Materials collection containers;
4. Village of Urbancrest posting place and emergency site, 2809 Maple Street: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
5. Village of Urbancrest posting place and emergency site, 3567 First Avenue: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
6. Village of Urbancrest posting place and emergency site, 3452 First Avenue: one 6-cubic yard Solid Waste dumpster; one 90-gallon Recyclable Materials collection container;
7. Village of Urbancrest posting place and emergency site, 3496 Central Avenue: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
8. Martin Luther King Park, First Avenue: one 6-cubic yard Solid Waste dumpster;
9. Mayor's Park Pavilion, Augustus Drive: one 6-cubic yard Solid Waste dumpster;

## Attachment A Continued

10. Village of Urbancrest Street Department Storage Facility, 3373 Central Avenue: two 90-gallon Yard Waste collection containers.

The Contractor shall collect all Solid Waste, Recyclable Materials and Yard Waste deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the Village, at no additional charge to the Village. The exact number, size and location of the above collection containers may be modified within reason at the request of the Village, with agreement by Contractor.

The Village requests that all 6-cubic yard Solid Waste dumpsters be dark red in color with black lids, to maintain uniformity with the Village's color scheme.

Upon request of the Village for Special Events, the Contractor shall provide three (3) open top roll-off containers of up to thirty (30) yards capacity for Solid Waste, inclusive of disposal and processing at no additional charge, up to three (3) times per year, upon two (2) weeks' prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any indicated on the Bid Form.

**EXHIBIT F****Attachment A Continued****Insurance Coverage Requirements****(please attach proof of insurance coverage consistent with below requirements)**

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Township/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contactor in the performance of services hereunder.
Workers' Compensation	Statutory limits – see Exhibit G

**EXHIBIT G**

**Attachment A Continued**

**Workers' Compensation Coverage**

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City/Township/Village on a going-forward basis as Certificates expire.

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE VILLAGE OF URBANCREST, FRANKLIN COUNTY, OHIO**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the Village of Urbancrest, Ohio (the “Collection Agreement”) entered into this 20 day of FEBRUARY, 2016, is by and between the Village of Urbancrest, Ohio (“Village”), with its offices located at 3492 First Avenue, Urbancrest, Ohio 43123, and Local Waste Services (“Collection Contractor”), a Limited Liability Company with an office located at 1300 South Columbus Airport Road, Columbus, Ohio 43207.

**RECITALS**

**WHEREAS**, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the Village may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Village; and

**WHEREAS**, the Village has determined that it is in the best interests of the Village and its Residents that the Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events located within the Village from a single Collection Contractor on an exclusive basis (“Collection Services”); and

**WHEREAS**, on May 24, 2016 and on May 31, 2016, the Village as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2016 Solid Waste Consortium”), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Village and its Residents; and

**WHEREAS**, following the July 26, 2016 official opening of the bids by the 2016 Solid Waste Consortium and consideration of bids for Collection Services, the Village determined that the Collection Contractor is qualified to provide the Collection Services to the Village and approved the award of the Collection Agreement to the Collection Contractor; and

**WHEREAS**, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the Village has selected Rumpke of Ohio, Inc. (“Recycling Services Provider”) to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue,

Columbus, Ohio; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

**WHEREAS**, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

**WHEREAS**, the Village and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the Village and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

**ARTICLE I – DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

**ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS**

**2.1 Agreement and Independent Collection Contractor Status.** The Village hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during certain Special Events within the Village to the Designated Facilities. No other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

**2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The term of this Agreement shall be for five (5) years, beginning on January 1, 2017 and terminating on December 31, 2021.

**2.3 Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Collection Contractor's employees have completed training and driven the Village

obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; and (e) that the Collection Contractor has delivered to the Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits D, F, and G, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

**ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR**

**3.1 Delivery to Village Designated Facilities.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Municipal Facilities and during Special Events located within the Village. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the Village approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Village Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the Village Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the Village Designated Facilities. The charge by the Municipal Facilities shall be limited to the not-to-exceed prices guaranteed pursuant to the Village's Recycling Agreement (\$20.00 per ton), rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. Source-Separated Recyclable Materials and Source-Separated Yard Waste shall not be delivered to any landfill. Source-Separated Recyclable Materials and Source-Separated Yard Waste shall not be commingled with Solid Waste by the Collection Contractor and delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

**3.2 Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only

as approved by the Village. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Village are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Village.

- 3.3 **Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the Village which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Village. Provided that the Village approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 **Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or texting service with the drivers of all vehicles used to provide Collection Services within the Village so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.
- 3.5 **Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 **Recyclable Materials Collection Containers.** The Collection Contractor shall provide each Residential Unit with one (1) sixty-five (65) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. If a Residential Unit requests a smaller or larger Recyclable Materials collection container at any time after the initial delivery of a sixty-five (65) gallon collection container, the Contractor shall provide such smaller or larger collection container upon request at no additional charge to the Residential Unit. The Collection Contractor is only obligated to exchange a Residential Unit's collection container for a smaller or larger collection container one time per calendar year.

The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily

identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials.

The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. In no event will the Village be responsible for such additional charge.

- 3.7 **Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide their own collection containers for Solid Waste and Yard Waste. In the event that the Village does not supply collection containers to its Residents, the Collection Contractor may offer to sell or rent collection containers to Residents at the price stated on Exhibit A. In the event a Resident chooses to purchase or rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price and in the manner stated on Exhibit A.

Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Village or Collection Contractor provided collection containers.

Yard Waste shall be placed for collection in Yard Waste bags approved by the Village and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 **Collection of Bulk Items Included.** Solid Waste shall include, and the Collection Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Collection Contractor shall collect such items without additional charge. All appliances containing chlorofluorocarbon gas (CFC or Freon) shall be subject to the requirements of Section 3.9.

- 3.9 **Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Village approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Village the Collection Contractor shall provide a written report to the Village of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing

## Attachment A Continued

CFC for the cost and proper removal of CFC. The Village shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.

- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection of construction and demolition debris to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor must include such limitation in the Resident obligation notice mailed to Residents of the Village.
- 3.11 Services at Village Facilities.** The Collection Contractor shall provide collection containers to the Village at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day or days stated in Exhibit F. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Village at no additional charge, provided that Village requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Village upon written notice to the Collection Contractor.
- 3.12 Collection at Municipal Facilities and Special Events.** The Collection Contractor shall provide Collection Services at Municipal Facilities and during Special Events in accordance with the terms and conditions as included on the attached Exhibit E. Additional Collection Services may be requested by the Village at the price indicated on Exhibit A. Unless otherwise agreed to in writing, no additional fees shall be charged to the Village for the Collection Services included on Exhibit E, notwithstanding the volume or nature of the Solid Waste, Recyclable Materials or Yard Waste collected.
- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Village unless the Village has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit E hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as Municipal Facilities, Residential Units, or Residential Unit Equivalents.

### ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before November 15, 2016, the Collection Contractor shall furnish the Village for approval by the Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirm the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the Village

(collection of Residential Solid Waste, Recyclable Materials and Yard Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Village.) The Collection Contractor shall not change the day or days of collection without written approval by the Village. In the event such a change is approved by the Village written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Village retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Village approved collection routes.

- 4.2 **Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.
- 4.3 **Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Village notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Village may, at the Village's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and two times per year thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the Village and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the Village for approval by **NOVEMBER 15, 2016**. Subsequent notices shall be submitted to the Village for approval not later than twenty (20) days prior to mailing to the Residential Units.
- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 **Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any

Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Village or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. The Village shall not be responsible for the cost of Optional Carry-out Collection Service.

- 4.7 **Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the Village shall have the right to perform such cleanup services using Village employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.
- 4.8 **Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9 **Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Village with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the Village and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but

shall act, in good faith, in favor of the Village and the Residents receiving the Collection Services.

- 4.10 Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill. Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Village.

- 4.11 Daily Reports.** Upon request, the Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Village. This report shall be provided to the Village at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Village may agree to utilize a different procedure, provided such agreement is in writing.
- 4.12 Collection Contractor's Response to Complaints.** The Village shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the Village to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the Village at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

**ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION**

- 5.1 Performance Assurance.** The Collection Contractor shall immediately report to the Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Village shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection

Contractor, within fourteen (14) days of such demand, shall submit to the Village its written response to any such demand. In the event that the Village does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Village and its Residents, the Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

- 5.2 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Village in all respects, or such other security acceptable to the Village in the amount of **twenty-five thousand dollars (\$25,000.00)**. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Village provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Village accepts, in writing, a substitute surety.
- 5.3 **Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Village and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 **Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Village and authorized to do business in the State of Ohio. The Village shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Village at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 **Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Village satisfactory proof that

the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit G, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Village free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

**5.6 Indemnification.** The Collection Contractor shall save, indemnify and hold the Village, its Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**5.7 Environmental Indemnification.** The Collection Contractor shall save, indemnify and hold the Village, its Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 **Indemnity Not Limited.** In any and all claims against the Village, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Village.
- 5.10 **Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Village's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the Village or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste or Yard Waste.

**ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT**

- 6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the Village.** As authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly basis on behalf of the Village. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit A. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor as the agent of the Village shall be placed into and held in a separate and distinct account to the credit of the Village, or shall otherwise conform to the Village ordinances or the Billing Policy for the Village of Urbancrest submitted with the Collection Contractor's bid. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Village official is obtained. Within five (5) to (7) days after the close of each calendar quarter, the Collection Contractor shall seek approval of **Public Service Director** to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above Village official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Village within three (3) business days.

**6.2 Deductions from Collection Contractor's Invoice.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Village may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the Village performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Village may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the Village. In addition, the Village may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, up to one hundred dollars (\$100.00) for each violation of the terms and conditions of the Collection Services Agreement committed in the course of performing Collection Services for the Village.

The remedies available pursuant to this section are in addition to any other remedies available to the Village pursuant to this Collection Agreement, and the Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Village of the right to exercise any remedy in response to subsequent failures to perform.

**6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Collection Contractor. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The Owner of the unoccupied or vacant Residential Unit shall notify the Collection Contractor that Collection Services are not required at the unoccupied or vacant Residential Unit. The Collection Contractor shall not invoice the Owner or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

**6.4 Annual Review of Generation.** Annually at the request of the Village or the Collection Contractor, the Collection Contractor and the Village shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the Village and its Residents and delivered to the Village Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials or Yard Waste, the Collection Contractor and the Village in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the Village and its Residents and may provide for additional benefits for the Village.

## Attachment A Continued

- 6.5 Adjustment for Changes in Cost of Fuel. Either the Collection Contractor or the Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the Village will result in an adjustment to the Collection Contractor's invoice received by the Village or Residential Units. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on July 25, 2016 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA"). The base price is \$2.41 per gallon.

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Village (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, Village Designated Recyclable Materials Facility, and Village Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

## Attachment A Continued

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

If the Collection Contractor utilizes vehicles powered by compressed natural gas (CNG), the Collection Contractor shall not automatically be eligible for the fuel price adjustment, but may apply for an adjustment upon providing proof of the percentage of the Collection Contractor's fleet that is diesel versus CNG.

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Village Designated Recycling Services and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the Village and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference  $\div$  12

For Recyclable Materials Processing: (1/3) (per ton price difference)  $\div$  12

For Yard Waste Composting: (1/5) (per ton price difference)  $\div$  12

- 6.7 Data Collection and Quarterly Reporting.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Village: (a) a record of the number of Residential Units within the Village collected by the Collection Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Village pursuant to this Collection Agreement that the Collection Contractor delivers to the Village Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Village Designated Facilities. Upon request of the Village the Collection Contractor shall provide copies of weight receipts and invoices that the Collection Contractor obtains from the Village Designated Facilities. The Collection Contractor shall prepare such records and provide them to the Village on not less often than a quarterly basis.

The Collection Contractor shall also utilize the Rc-TRAC™ data management system and report volumes collected of Solid Waste, Yard Waste and Recyclable Materials for the Village for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall make such data available to the Village or to SWACO in the manner and frequency as requested by either party.

## Attachment A Continued

- 6.8 **Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty-two (62) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit A. By agreement, either the Village or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

### **ARTICLE VII – BREACH, CURE, AND TERMINATION**

- 7.1 **Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Village may terminate the Collection Agreement in the following manner: the Village shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Village may terminate this Collection Agreement. Any such termination shall not take effect until the Village is able to secure alternate or substitute performance for the Collection Services. The Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Village in the exercise of the reasonable discretion of the Village.
- 7.2 **Surety or Village Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Village is unable to provide or obtain cover, the effective termination date may be delayed by the Village until the Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Village's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Village has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Village income taxes.
- 7.3 **Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor

## Attachment A Continued

as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Village shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Village is able to obtain alternate or substitute service.

- 7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Village, the Village may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 **Termination of Village Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Village Designated Facilities. In the event of termination of an agreement with a Village Designated Facility, and until notification by the Village of an alternative facility selected by the Village, the Collection Contractor shall be excused from delivering materials to the Village Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Village's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Village Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a Village Designated Facility agreement shall be documented and provided to the Village. Any additional reasonable costs as determined by the Village incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Village obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Village is able to issue a replacement Invitation to Bid. In the event of termination by the Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

### **ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to

## Attachment A Continued

the Collection Contractor, attention Rick Catran, Managing Partner, and to the Village, attention Mayor at their respective addresses set forth above. Any change in address must be given in like manner.

- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Village or the Collection Contractor arising out of a breach of this Collection Agreement by the Village or the Collection Contractor shall be effective unless in writing signed by the Village and the Collection Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Village which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Village and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Village and the Collection Contractor and not for the benefit of any other party.
- 8.8 **Unresolved Findings for Recovery.** The Contractor warrants that as of the date of Contractor's execution of this Agreement, the Contractor has no unresolved findings for recovery as issued by the Auditor of State pursuant to Section 9.24 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

VILLAGE OF URBANCREST, OHIO

Joseph L. Barnes, Sr.  
(Signature)  
Eld. Joseph L. Barnes, Sr.  
(Printed Name) **Mayor**

Kenneth M. Skeaton  
Kenneth M. Skeaton, Acting Fiscal Officer

Acting Fiscal Officer  
(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

Richard E. Catton  
(Signature)

ATTEST:

Richard E. Catton  
(Printed Name)

Carl Ryan Jensen  
(Notary Signature)

Managing Member  
(Title)

**CARL RYAN JENSEN**  
Notary Public, State of Ohio  
(Printed Name) My Commission Expires 11-16-2021

1300 S. Columbus Airport Rd  
(Street Address)

Cols OH 43207  
(City/State/Zip)

**EXHIBIT A – BID FORMS – PART I**

	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – three year term with two option years (1/1/17 – 12/31/19; 2020, 2021 at sole option of each Participating Community)	Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials – five year term (1/1/17 – 12/31/21)	Day or Day(s) of the Week of Collection
<b>STATUS QUO BID*</b>	<del>                     \$ <b>13.45</b>                      (2017-2019)                      \$ <b>13.65</b>                      (2020)                      \$ <b>13.85</b>                      (2021)                 </del>	<del>                     \$ <b>13.45</b>                      (2017 – 2021)                 </del>	<b>SEE EXHIBIT E FOR EACH PARTICIPATING COMMUNITY</b>
<b>WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID**</b>	<del>                     \$ <b>14.45</b>                      (2017-2019)                      \$ <b>14.65</b>                      (2020)                      \$ <b>14.85</b>                      (2021)                 </del>	\$ <b>14.45</b> (2017 – 2021)	Grove City: <u>Mon - Fri</u> Jackson Township: <u>Mon - Fri</u> Urbancrest: <u>Tuesday</u>
<b>CONTRACTOR-DESIGNED BID***</b>  * one (1) 95 gal. waste cart * one (1) 65 gal. recycling cart to each resident	<del>                     \$ <b>15.45</b>                      (2017-2019)                      \$ <b>15.65</b>                      (2020)                      \$ <b>15.85</b>                      (2021)                 </del>	<del>                     \$ <b>15.45</b>                      (2017 – 2021)                 </del>	Grove City: <u>Mon - Fri</u> Jackson Township: <u>Mon - Fri</u> Urbancrest: <u>Tuesday</u>

**EXHIBIT A -- BID FORMS -- PART I** Attachment A Continued

\* The **“STATUS QUO BID”** is described as follows: Each Residential Unit must be supplied with one (or two at the option of an individual Resident) 18 gallon lidded Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The City of Grove City’s five (5) day per week collection schedule shall be maintained, as described on Exhibit E; Jackson Township’s five (5) day per week collection schedule (in conjunction with the City of Grove City’s collection schedule) shall be maintained, as described on Exhibit E; and the Village of Urbancrest’s collection day of Tuesday for all materials shall be maintained, as described on Exhibit E.

\*\* The **“WHEELED RECYCLABLE MATERIALS COLLECTION CONTAINER BID”** is described as follows: Each Residential Unit must be supplied with one 64 gallon or larger wheeled Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead. The Collection Contractor may propose a collection schedule that is the same or different from the current collection schedule, provided that all three materials (Solid Waste, Recyclable Materials, and Yard Waste) are collected from each Residential Unit on the same day of service.

\*\*\* The **“CONTRACTOR-DESIGNED BID”** is described as follows: The Contractor may design and submit a bid of their own choosing, provided that the Contractor submits sufficient information regarding the proposed method of collection; provision or non-provision of collection containers; and the proposed collection schedule for each Participating Community. In order to be considered, at a minimum the Contractor-Designed Bid must include weekly collection of Solid Waste, and regular collection of Recyclable Materials and Yard Waste.

**BID FORM FOR ADDITIONAL COLLECTION SERVICES – PART II**

**MANDATORY SERVICES**

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>1.50</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.50</u>
Per Residential Unit per month surcharge for performing <b>Carry-Out Collection Services</b> <sup>1</sup>	\$ <u>25.00</u>
Per appliance surcharge for <b>Chlorofluorocarbon (CFC) removal</b>	\$ <u>75.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>100.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>150.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>199.00</u>

<sup>1</sup> The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

**Attachment A Continued**

Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>350.00</u>
Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>400.00</u>
Per pull charge for each <b>additional pull</b> of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>450.00</u>
Per Residential Unit per month surcharge for the <b>Rental</b> of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials Collection Container <sup>2</sup>	\$ <u>3.50</u> (96)
	\$ <u>3.50</u> (64)
	\$ <u>3.50</u> (32)
Per Residential Unit per month surcharge for the <b>Purchase</b> of 96 gal., 64 gal., and 32 gal. Solid Waste or Recyclable Materials Collection Containers, amortized monthly over the length of the Agreement; may be purchased by either individual Residential Units <u>or</u> a City/Township/Village <sup>3</sup>	\$ <u>200.00</u> (96)
	\$ <u>200.00</u> (64)
	\$ <u>200.00</u> (32)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per judicial set-out order / eviction	\$ <u>250.00</u> + \$10.00 per yard

<sup>2</sup> Such bid price is for the **rental** of collection containers that an individual Resident may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.

<sup>3</sup> Such bid price is for the **purchase** of collection containers that an individual Resident or City/Township/Village may request in **addition** to the collection containers provided to each Residential Unit pursuant to the Collection Agreement, if any.



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

**Billing Policy – Urbancrest**

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each quarter. All customers remaining unpaid after 30 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 60 days any remaining unpaid customers will be placed on service suspension until balance is paid in full or proper payment arrangements are made.

Please see the following example:

- 2<sup>nd</sup> Quarter billed April 1, 2016 for services in April, May, and June.
- Payment is due April 30<sup>th</sup>, 2016 or a late fee of \$3.00 is assessed.
- May 1<sup>st</sup>, 2016 a past due reminder is generated.
- June 1<sup>st</sup>, 2016 any remaining unpaid customers will have their services suspended until balance is paid in full, or other acceptable payment arrangements have been made.

Please note that late notifications are at the discretion of the city/ township, however, Local Waste Services feels it greatly reduces the amount of customers who become suspended. Competitive rates provided by LWS are based on nearly 100% community participation.

Local Waste Services has the ability to modify any billing policies and procedures to meet customer and contractor needs.

**EXHIBIT B**

**Defined Terms**

**2016 Solid Waste Consortium:** collectively, the following political subdivisions, all located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services and the Collection Services, including: the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Bid Bond:** a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services or the Collection Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

**Bid Documents:** the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services or the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

**Bid Form:** the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Recycling Services or the Collection Services and related services.

**Bid Process:** the bidding process for the Recycling Services and Collection Services designed by the Participating Communities.

**Bulk Item:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances. "Bulk Item" does not include voluminous amounts of household Solid Waste abandoned by a Resident or as part of a judicial set-out request.

**Carry-out Collection Services:** the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside Collection Service.

**City, Village, or Township-approved Collection Route(s):** the route showing the starting and ending points of collection within the City, Village or Township as approved by each City, Village or Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

**City, Village or Township-Designated Facilities:** the facilities where all City, Village or Township-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road,

## Attachment A Continued

Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, the facility owned or operated by the Successful Bidder for the Recycling Services, or any other facility designated by a City, Village or Township; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor: the individual or entity selected by a City, Village or Township for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City, Village or Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

Curbside: a single point of pick-up for the collection of Solid Waste, Recyclable Materials or Yard Waste at the concrete edging to the street at a Residential Unit; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by a City, Village or Township.

Designated Facility: the location or facility to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Recycling Services or Collection Services.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitations to Bid: the request of the Participating Communities to secure the Recycling Services and Collection Services.

Joint Bid Process: the bidding process for the Recycling Services and Collection Services and other optional services of the Participating Communities.

## Attachment A Continued

**Legitimate Recycling Facility:** an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

**Municipal Facilities:** City, Village or Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

**Notice of Award:** written notification that a Bid has been accepted by a Participating Community for the Recycling Services Contractor or the Collection Contractor to provide the Recycling Services or Collection Services.

**Optional Services:** any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the City, Village or Township is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 96, 64, or 32 gallon collection containers.

**Owner:** the legal titleholder of record of any Residential Unit within the City, Village or Township, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

**Participating Community or Participating Communities:** the following political subdivisions, individually or collectively, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including the City of Grove City, Jackson Township, and the Village of Urbancrest.

**Performance Bond:** the bond insuring performance of the Recycling Services or the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

**Recyclable Materials or Recyclables:** Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at the City, Village or Township-Designated Facility.

**Recycling Services Agreement, Recycling Agreement, or Agreement:** agreement establishing

## Attachment A Continued

where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

**Recycling Services Contractor:** the individual or entity selected by a City, Village or Township to process Recyclable Materials generated at Residential Units, Municipal Facilities and during Special Events within a City, Village or Township.

**Recycling Services Contractor Charge or Payment:** The per ton charge or payment (measured on a per ton basis or fraction thereof) charged or paid by the Recycling Services Contractor to the Collection Contractor for Recyclable Materials delivered to the Recyclable Materials Designated Facility by the Collection Contractor.

**Required Services:** collectively, the Recycling Services and Collection Services.

**Resident:** an adult occupant, Owner or tenant of a Residential Unit.

**Residential Unit or Units:** all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

**Residential Unit Equivalent:** a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the City, Village or Township.

**Service Charges:** the fee charged by the Collection Contractor to an Owner or to a City, Village or Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Solid Waste Authority of Central Ohio, or SWACO:** the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling; does not include electronic waste or e-waste as defined in SWACO's District Rules.

**Source-Separated Yard Waste:** Yard Waste that has not been comingled with other Solid Waste,

## Attachment A Continued

and has been set out separately at the location where such materials are generated for the purpose of composting.

**Special Events:** services provided to Municipal Facilities and during City, Village or Township-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to City, Village or Township-wide designated clean-up weeks.

**Successful Bidder:** the Bidder or Bidders each Participating Community concludes has submitted the lowest price and best bid for the Recycling Services or the Collection Services, receiving a final Notice of Award.

**Transfer Station:** either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

**Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

**Yard Waste Services:** the acceptance and processing of Yard Waste by composting at a City, Village or Township-Designated Facility.

**EXHIBIT C**

**Implementation Plan Forms**

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LOCAL WASTE SERVICES, LTD, an Ohio Limited Liability Company, Registration Number 1066048, was organized within the State of Ohio on March 15, 1999, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 13th day of July, A.D. 2016.

*Jon Husted*

Ohio Secretary of State

Validation Number: 201619502956

**Attachment A Continued**



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

**Employee Contact List**

The most critical element to providing excellent service is the ability to attract and maintain reliable drivers and loaders. Local Waste Services offers excellent wages, paid premium health insurance, vacations and other benefits; which have enabled us to attract and keep experienced, reliable personnel.

<b>Key Team Members</b>	<b>Position</b>	<b>Years of Experience</b>
Rick Cattran	Managing Member	26
Justin Cattran	HR Manager / Operations	6
Bob Queen	Safety Manager	32
Steve Clay	Route Supervisor	19
John Sheerin	Operations Supervisor	25
Shane Shaw	Maintenance Manager	21

Local Waste Services provides many forms of communication both online and phone line. General company, along with individual contact information is provided online at: [localwasteservices.com/contact](http://localwasteservices.com/contact). Our office telephone system records any messages that occur after office hours.

<b>Emergency Contact</b>	<b>Position</b>	<b>Contact Phone</b>
John Sheerin	Operations Supervisor	614-517-4283
Steve Clay	Route Supervisor	614-348-0747
Bob Queen	Safety Manager	740-281-8357

## Attachment A Continued



localwasteservices.com  
**LOCAL WASTE SERVICES, LTD.**  
1300 S. Columbus Airport Rd. Columbus, OH 43207  
614-409-9375 / 740-756-7156

### **Company Legal Name & Status**

Local Waste Services, Ltd.  
1300 South Columbus Airport Road  
Franklin County  
Columbus, Ohio 43207

Local Waste Services is operating as a limited liability company.

### **Official company address and location of offices, customer service, maintenance and all company functions:**

1300 South Columbus Airport Road  
Columbus, Ohio 43207

p. 614-409-9375 / 740-756-7156 / 844-LWS-1999  
f. 614-409-9376  
e. [info@localwasteservices.com](mailto:info@localwasteservices.com)

[localwasteservices.com](http://localwasteservices.com)

**EXHIBIT D**

**Attachment A Continued**

**PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and \_\_\_\_\_ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township/Village of \_\_\_\_\_ ("Beneficiary") Beneficiary in the sum of \_\_\_\_\_, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 201\_\_\_, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City/Township/Village-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary)

By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**EXHIBIT E**

**Village of Urbancrest, Ohio**

Number of Residential Units: approximately 200

Approximate annual volume:       Solid Waste – 174 tons  
  Recyclable Materials = 13 tons  
  Yard Waste = 12 tons

Current Collection Day: Tuesday

Municipal Facilities and Special Events requiring service:

The Contractor shall provide permanent collection containers to the Village at the following locations, at no additional charge to the Village:

1. Village of Urbancrest Administration Building, 3357 Central Avenue: one 6-cubic yard Solid Waste dumpster; one 90-gallon Recyclable Materials collection container;
2. Village of Urbancrest Municipal Building, 3492 First Avenue: three 90-gallon Solid Waste collection containers; two 90-gallon Recyclable Materials collection containers;
3. Village of Urbancrest Vaughn E. Hairston Community Center/YMCA: two 6-cubic yard Solid Waste dumpsters; two 90-gallon Recyclable Materials collection containers;
4. Village of Urbancrest posting place and emergency site, 2809 Maple Street: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
5. Village of Urbancrest posting place and emergency site, 3567 First Avenue: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
6. Village of Urbancrest posting place and emergency site, 3452 First Avenue: one 6-cubic yard Solid Waste dumpster; one 90-gallon Recyclable Materials collection container;
7. Village of Urbancrest posting place and emergency site, 3496 Central Avenue: two 90-gallon Solid Waste collection containers; one 90-gallon Recyclable Materials collection container;
8. Martin Luther King Park, First Avenue: one 6-cubic yard Solid Waste dumpster;
9. Mayor's Park Pavilion, Augustus Drive: one 6-cubic yard Solid Waste dumpster;

## Attachment A Continued

10. Village of Urbancrest Street Department Storage Facility, 3373 Central Avenue: two 90-gallon Yard Waste collection containers.

The Contractor shall collect all Solid Waste, Recyclable Materials and Yard Waste deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the Village, at no additional charge to the Village. The exact number, size and location of the above collection containers may be modified within reason at the request of the Village, with agreement by Contractor.

The Village requests that all 6-cubic yard Solid Waste dumpsters be dark red in color with black lids, to maintain uniformity with the Village's color scheme.

Upon request of the Village for Special Events, the Contractor shall provide three (3) open top roll-off containers of up to thirty (30) yards capacity for Solid Waste, inclusive of disposal and processing at no additional charge, up to three (3) times per year, upon two (2) weeks' prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any indicated on the Bid Form.

**EXHIBIT F****Insurance Coverage Requirements**

(please attach proof of insurance coverage consistent with below requirements)

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City/Township/Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.
Workers' Compensation	Statutory limits – see Exhibit G



**EXHIBIT G**

**Workers' Compensation Coverage**

**Attachment A Continued**

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City/Township/Village on a going-forward basis as Certificates expire.



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

**1286579-0**

Period specified below

**07/01/2016 through  
06/30/2017**

**LOCAL WASTE SERVICES  
1300 S COLUMBUS AIRPORT RD  
COLUMBUS, OH 43207-4379**

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

Acting Administrator/CEO

You can reproduce this certificate as needed.



**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

**EXHIBIT E**  
Village of Ashville, Ohio

**Attachment A Continued**  
**Specific to Ashville**

Number of Residential Units: 1,233 +/-

Approximate annual volume (by ton) of: Trash = 1,798.65 Tons  
Recyclable materials = 101.23 Tons

Current Collection Day: solid waste = Monday  
recyclable materials = Monday  
yard waste = Monday

Governmental Facilities and Community Events requiring service:

Service Required for Village Facilities. The Contractor shall provide the following containers and collections to the Village of Ashville ("Village") at no additional charge:

Building	Address	Solid Waste Collection	RecyclableMaterialsCollection	Frequency
Municipal Building	200 Station St. East	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Water Plant	140 Park St	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Police Department	91 West Main St	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Service building	4 Cherry St	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Service building 2	67 South Scioto Street	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Water Resource Recovery Facility	3219 State Route 752	One (1) – Ninety-six (96) gallon wheeled totes with lid	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Water Resource Recovery Facility	3219 State Route 752	one (1) four (4) Yard Dumpsters		Twice per week.
Fire Department	3625 State Route 752	One (1) Four (4) cubic yard container	One (1) ninety (90) gallon wheeled totes with lid	Once per week.
Ashville Park	Station St. East	One (2) Six (6) cubic yard container	One (1) ninety (90) gallon wheeled totes with lid	Waste-Twice per week. Recycle - Once per week.
Blue Street Receptacles - Ten (10) Receptacles along Main Street and Long Street; one (1) receptacle at 4 Cherry Street collected once per week; more to be installed*.				

The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers provided by the Contractor once per week unless additional collections are necessary at the discretion of the Village of Ashville, at no additional charges to the Village of Ashville. The exact number, size, and location of the above collection containers may be modified within reason at the request of the Village of Ashville, with agreement by Contractor.

The Contractor shall also provide roll-off containers of thirty (30) cubic yard capacity for one (1) Village clean-up day (s) requested by the Village in the Spring and Fall; two (2) thirty (30) yard roll off containers for the July Fourth celebration at the Ashville Park; and one (1) thirty (30) yard roll-off container for the National Night Out celebration at Ashville Park. During each of these events, the containers shall be placed at locations and collected at the times specified by the Village, or designee.

The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Village facility upon request, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, indicated on the Bid Form.

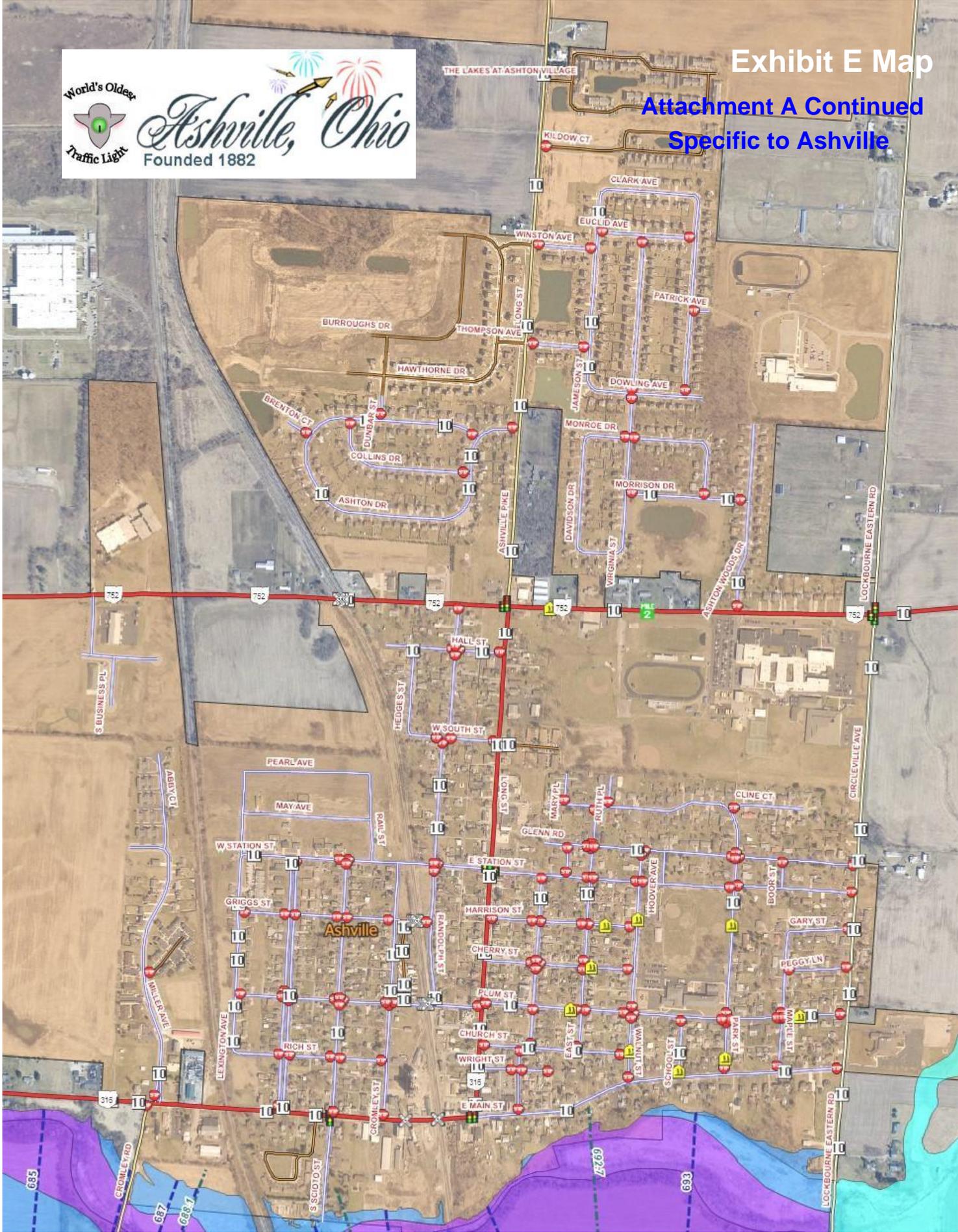
\* Addition Blue Street Receptacles will be communicated to the contractor three (3) months in advance of installation.

Map of Ashville attached

Initial _____
Initial _____



Exhibit E Map  
Attachment A Continued  
Specific to Ashville



Type of Service	Ashtville Bill	LWS Payment
Senior Residential 125	\$14.67	\$13.91
Residential 1,114	\$16.30	\$15.45
One Pick-Up With Totter	\$24.41	\$23.08
2 Yard Container Once Per Week	\$69.76	\$65.81
4 Yard Container Once Per Week	\$92.59	\$87.35
6 Yard Container Once Per Week	\$104.87	\$98.94
8 Yard Container Once Per Week	\$125.65	\$118.53