

## Citywide Residential Refuse Collection

### 1. STATEMENT OF PURPOSE AND INTENT

1.1.1. The purpose of requesting Bids for the Collection and Disposal of Residential Refuse in the City of Kent is to implement a plan in which one hauler will provide trash collection services to all households, thereby reducing collection expenses for all participants and providing weekly collection of trash. This program will have the added benefit of decreasing the number of repeated heavy truck traffic thus reducing wear and tear on the road surfaces and providing safer neighborhoods for Kent residents.

1.1.2. The City of Kent provides separate Contract(s) for recycling collection services to Kent residents and this service will not be interrupted. The collection of recyclables is intended to reduce the waste stream and to reduce the amount of material which must be land filled, to conserve natural resources and to reuse and recycle existing products. It is the intent of the program to collect the varieties of recyclable materials as is the current practice. No recycling collection services are included with this Bid solicitation. However, the Bidder shall note that recycling collection shall occur on the same day as trash collection as provided for herein.

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## 2. DEFINITIONS

2.1.1. Additional Items for Pickup - means items not fitting in the subscriber's refuse container and as defined by the Bulk Item List.

2.1.2. Asbestos - The asbestiform varieties or serpentine, riebeckite, cummingtonite, grunerite, anthophyllite and actinolite, tremolite.

2.1.3. Asbestos-Containing Waste Materials - Those waste identified in Chapter 3734-20-01(b)(4) of the Ohio Administrative Code (OAC).

2.1.4. Billed Units - All Residential Units Subscribing to the collection of residential trash provided for by the City's Refuse Contractor shall be considered a Billing Unit.

2.1.5. Bulk Items List - Are those items not fitting in the subscriber's refuse container and included in the City's Refuse Contractor's Contract for collection.

2.1.6. City's Refuse Contractor - means the contractor authorized by the City for the collection of solid waste garbage and rubbish.

2.1.7. City's Recycling Contractor - means the Contractor authorized by the City for the collection of recyclable materials in the City of Kent.

2.1.8. Commercial Operator - All persons, firms or corporations who own or operate stores, restaurants, industries, institutions and other similar places including multi-family dwellings or multi-family residential structures containing four or more dwelling units. Commercial Operators are not required to subscribe to the City's Refuse Contractor's service.

2.1.9. Commissioner - means the Health Commissioner of the City of Kent or their designee.

2.1.10. Container - The approved containers or receptacles into which trash materials are placed by producers. All such receptacles are subject to standards set and approved by the City of Kent.

2.1.11. Contract - The actual performance Contract signed between the City of Kent and a single solid waste hauler, through the open and competitive Bidding process for the exclusive right to collect residential trash in the City of Kent.

2.1.12. Contract Documents - The Advertisements for Bids, Information for Bidders, Contractor's Bid, Contractor's Bid Bond, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor. Additionally all Supplemental Information for Bidders, Supplemental General Conditions, Change Orders, all laws referenced as written in full herein, all addenda issued and all modification to come are also Contract Documents.

2.1.13. Contractor - The Contractor authorized by the City of Kent for the exclusive collection of residential trash.

2.1.14. Curbside - That portion of the right-of-way adjacent to paved or traveled City roadways, including the end of a driveway, curb line or alley line.

2.1.15. Delivery Site – For Recyclable Materials the location where the City’s recycling contractor delivers recyclables collected in the City of Kent.

2.1.16. Director - means the Public Service Director of the City of Kent or their designee.

2.1.17. Disposals Site – An approved location where the Contractor disposes of trash collected in the City of Kent which is operated with an approved license to receive residential trash.

2.1.18. District - The Portage County Solid Waste Management District.

2.1.19. Garbage - means all putrescible waste (except human excreta, sewage and other water carried waste, including vegetable and animal offal and carcasses of dead animals) and shall include all such substances from all public and private establishments and from all residences.

2.1.20. Hazardous Waste - Those substances which, singularly or in combination, pose a significant present or potential threat to human health or to the environment, and which singularly or in combination, require special handling, processing or disposal because they are or may be flammable, explosive, reactive, corrosive, toxic, carcinogenic, bio-concentrative or persistent in nature, potentially lethal or an irritant or strong sensitizer.

2.1.21. Holidays - The following shall be holidays for purposes of solid waste garbage and rubbish collection New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The City’s Refuse Contractor shall not collect solid waste garbage and rubbish on the above listed holidays but shall start collection the day immediately following the holiday and continue his operation during the same week that the holiday occurs in until all solid waste garbage and rubbish collection is complete.

2.1.22. Households – Residential units.

2.1.23. Large Multi-family residence or apartment - means the grouping together of multiple billing units under a common roof or occupying a common site referred to by a common name and using a minimum two yard container for each recycling waste stream.

2.1.24. Multi-family residence or apartment - means the grouping together of four or more billing units under a common roof.

2.1.25. Occupied Residential Unit - A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

2.1.26. Pickup Location – The location agreed to between the Contractor and the Subscriber where the Subscriber shall place their trash for pickup and the Contractor shall pickup said trash.

2.1.27. Premises - Land or buildings or both, occupied, by a householder or a commercial operator.

2.1.28. Producer - An occupant of a residential unit who generates trash and/or recyclable material.

2.1.29. Quadrant(s) – The total area of the City shall be divided into four subareas that shall be known as Quadrants(s) for the purpose of trash collection.

2.1.30. Recycling bin - means a storage unit provided by the City or its Contractor in which recyclable materials are to be placed and commingled by the occupants of each billing unit, unless served by other storage units. Such bins must meet the requirements of the Director and will be specified by the City. Only the City's Recycling Contractor shall be permitted to remove the contents of a recycling bin.

2.1.31. Recyclable Material - This term shall refer to recyclable materials in the form of glass, aluminum and steel containers, magazines, phone books, junk mail, mixed paper, newspaper, #1 and #2 plastics, and cardboard designated for removal from a residential or apartment unit. Additional materials may be designated by mutual agreement of the Contractor and the City.

2.1.32. Required Services - Shall include the collection and disposal of the trash for residential units in the City.

2.1.33. Residential Unit - Shall include owner occupied and/or rented single family dwellings, duplex, triplex, boarding houses or other similar buildings with one or more billed units grouped under a common roof with facilities used or intended to be used by a single family for living, sleeping, cooking and eating purposes. Non-Residential Units are all units not as defined above and will not be required to subscribe to the City Refuse Contractor's service.

2.1.34. Rubbish - means ashes, glass, crockery, tin cans, paper, boxes, rags and old clothing and all other similar non-putrescible wastes. The term "rubbish" shall not include any material such as earth, sand, brick, stone, plaster or other similar substances that may accumulate as a result of construction or demolition operations. For the purpose of this definition, "material from construction operations or demolition operations" are those items affixed to the structure being constructed or demolished, such as brick, concrete, stone, glass, wall board, framing and finishing lumber, roofing materials, plumbing, plumbing fixtures, wiring and insulation, but excludes materials whose removal has been required prior to demolition. For the purpose of this definition, semi-solid material does not contain liquids which can be readily released under normal climatic conditions as determined by Methods 9095 (Paint Filter Liquids Test) in SW-846: "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods".

2.1.35. Refuse – means trash and discarded items listed as Additional Items for Pickup (also known as Bulk Items), garbage, rubbish and trash.

2.1.36. Solid Waste - Such unwanted residual solid or semi-solid materials 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 in demolition debris, non-toxic fly ash, spent non-toxic 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", a "hazardous waste", and "asbestos

waste" or material defined under "recyclable material". The definition of solid waste shall include all garbage and rubbish as defined herein.

2.1.37. Subscriber – A resident of Kent, an owner of rental property in Kent and the City of Kent in so much as collection of trash from City Facilities, required to have trash collected by the City's Refuse Contractor. Residential Unit defines those properties who's owner shall become a Subscriber and is required by the terms of this Contract to have their garbage and rubbish collected.

2.1.38. Trash – Is the component of Solid Waste that includes garbage and rubbish as defined herein but does not include recyclable materials.

2.1.39. Yard Waste - Leaves, grass clippings, weeds, bushes and brush and branch clippings.

### 3. BIDDING ISSUES

#### 3.1. Qualifications of Bidder

3.1.1. The Bidder shall complete an Experience Record and submit the completed form with their Bid. Bidder must submit a list of all equipment that will be utilized as a part of this Contract. The City may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. A history of unaddressed complaints, missed pickups, unresolved billing issues, and poor customer relations shall be grounds for disqualification of a Contractor's Bid, regardless of Bid price.

3.1.2. The Bidder must provide with the submitted Bid, a certified statement as to the destination of the City's trash (indicate particular landfill(s), incinerator, etc.). The Bidder shall include a list of ten residential customers including name and address and provide the total number of residential customers that they are currently doing business within the City of Kent.

### 4. CONTRACT ISSUES

#### 4.1. Time of Completion

4.1.1. Bidder must agree to commence work on or before a date to be specified in a Notice to Proceed and to faithfully perform the duties of the collection of trash for a period of three (3) years. The City reserves the right to extend the Contract three optional one-year periods to the three-year service period, upon mutual agreement between the Contractor and the City. Such extensions shall be developed no later than September first of the preceding year.

#### 4.2. Condition of Work

4.2.1. Bidders must fully inform themselves of the conditions relating to the performance of work and the employment of labor thereon. Failure to do so will not relieve a successful Bidder

of his/her obligation to furnish all material and labor necessary to carry out provisions of the Contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, including the collection of recyclables.

#### 4.3. Liquidated Damages

4.3.1. The Required Services must be performed by the Contractor in strict compliance with all collection, transportation, delivery, disposal, communication and documentation obligations of the Contract. Compliance with all such performance obligations is a condition precedent to payment by the City for service provided to the City. In the event that any of the obligations of the Contractor regarding Required Services is not performed to the satisfaction of a Subscriber, the City may deem any such non-performance as a failure by the Contractor to provide the Required Services, thereby permitting the Subscriber and/or the City to withhold payment to the Contractor for any such non-performance. The Contractor shall continue service to the Subscriber and/or City until such time as the non-performance issue is corrected, at which time such withheld payment(s) shall be made to the Contractor prorated as determined appropriate by the Service Director.

4.3.2. Repeated failures of the Contractor to comply with all obligations regarding the Required Services may be deemed by the City as a breach of the Contract by the Contractor permitting the termination of the Contract by the City. Liquidated Damages shall be five thousand dollars (\$5,000.00) per day.

4.3.3. The Contractor shall not terminate the Contract without first giving the City 150 days advance notice. Failure to provide the City the required 150-day advance notice shall require the Contractor to pay the City such sum as the City needs to continue residential trash collection for the City of Kent residents.

#### 4.4. Award of Contract

4.4.1. It is the intent of the City to award a Contract to the lowest or best Bidder provided that the Bid has been submitted in accordance with the requirements of the Bidding Documents, does not exceed the funds available to be paid by the City and which, in judgment of the City is in the best interest of the City and its residents and shall be subject to provisions herein. The Contract shall be awarded to the lowest or best Bidder within ninety (90) days following when the proposals are publicly opened and read, with the effective date of service estimated to begin January 01, 2009.

#### 4.5. Effective Date

4.5.1. The Contractor shall begin residential trash collection and disposal for Subscribers effective January 1, 2009, or thereafter as provided for in the Notice to Proceed. However, the City does not guarantee this or any other date until the official Contract is signed by both parties. The Contractor by submitting a Bid understands that the service Subscribers shall be given until July 1, 2009 or 6-months after the date of Contract execution, whichever is later, to start service with the Contractor. This time period is provided so Subscribers can finalize their current agreements with their current service provider.



## 5. LAWS AND REGULATIONS

### 5.1. Applicable Law

5.1.1. The Bidder's attention is directed to the fact that all applicable State of Ohio Laws, Municipal Ordinances, and regulations of all authorities having jurisdiction over the performance of trash collection, hauling and disposing shall apply to the Contractor throughout the term of the Contract, and they will be deemed to be included in the Contract the same as though herein written in full and as amended in the future.

### 5.2. Safety Standards and Accident Prevention

5.2.1. With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, and requirement of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971 as amended and updated from time to time and such other laws and regulations as apply to this area.

### 5.3. Trash Collection Under Direction of the City of Kent Service Director

5.3.1. The collection and removal of trash shall be conducted under the supervision, direction and control of the City of Kent Service Director and in strict conformance of this Contract and with the provisions of the Board of Health as administered by the City of Kent Health Commissioner.

### 5.4. Trash Collection By Permit Issued by the City of Kent Health Commissioner

5.4.1. The Contractor shall only collect or transport trash with a valid, unrevoked permit from the City of Kent, Health Commissioner or his/her designee. The permit shall be issued by the City of Kent, Health Commissioner or his/her designee upon payment of the applicable per vehicle fee and only after equipment inspection by the City of Kent, Health Commissioner or his/her designee and the determination made that the permittee is capable of complying with the requirements of the City of Kent Health Board.

5.4.2. All work performed by the Contractor, Sub Contractors or any of their agents or employees, in connection with the Contract, shall comply with City, County and State Health and safety regulations, as applicable, within the corporate boundaries of the City.

5.4.3. All vehicles used in the collection of solid waste shall be inspected by the City of Kent, Health Commissioner or his/her designee to ensure compliance with provisions of applicable rules and regulations.

### 5.5. Compliance with Laws

5.5.1. The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract Documents shall govern the obligations of the Contractor, if a conflict exists between these and other regulations on the subject. The

5.6. Operator License

5.6.1. Each of the Contractor's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle driven.

5.7. City Income Tax

5.7.1. The Contractor's attention is directed to the fact that the City of Kent, Ohio has an income tax ordinance and the Contractor is required to meet the requirements of the City's income tax ordinance and pay City income tax.

6. STORAGE CONTAINERS FOR SOLID WASTE RESIDENTIAL SERVICE

6.1. Subscriber Participation

6.1.1. Each Subscriber shall place his solid waste pickup in a container with a tightly-fitting lid provided at the Subscriber's expense unless Subscriber has made arrangements with the Contractor to provide in the following manner:

6.2. Minimum Generator Service Plastic Bags

6.2.1. Plastic bags for Minimum Generator Service must be secured in approved trash cans for collection.

6.3. Trash Cans

6.3.1. Authorized containers for trash collection shall be trash cans made of metal or plastic with two handles and a tightly-fitting lid, with a maximum capacity of 45 gallons.

6.4. Cart

6.4.1. When a Cart is provided by the Contractor to a residential unit, it shall be a 90-gallon Cart. Ninety (90) Gallon Carts will be considered acceptable containers as long as they are of the Cart storage style, which are equipped with two wheels, a hinged, locking lid and two handles. Carts can be purchased either through the Contractor or local establishments or can be leased from the Contractor, if the Contractor provides such service, for purchase or lease. Carts are approved trash containers.

7. RESIDENTIAL SERVICE ITEMS COLLECTED

7.1. Standard Items Collected

7.1.1. All items defined as garbage or rubbish are standard trash items collected as a part of residential trash collection.

7.2. Additional Items Collected

7.2.1. Additional items not fitting within the containers defined herein shall be collected by the Contractor as follows:

7.2.2. Bulk material, boards, fencing, paneling, carpeting and like materials shall be in bundles not exceeding four foot (4') lengths and tied in 18 inch (18") diameter and weighing no more than 50 pounds. The Subscriber shall pay for this additional service as provided herein under Bulk Items List.

7.2.3. Loose materials (rocks, bricks, blocks, dirt, sand, cement and like materials) must be placed in an appropriate and sturdy container, and is also subject to the above weight restrictions of 50-pounds. Cardboard boxes may be used as receptacles for loose material so long as they are dry and weight no more than 50-pounds. The Subscriber shall pay for this additional service as provided herein under Bulk Items List.

### 7.3. Additional Cost Items Collected – Bulk Items List

7.3.1. Large items such as discarded furniture, appliances, bicycles and comparable materials shall be placed at the usual place of collection prior to the time of regular collection. The pickup of these items is subject to the price listed for under Bulk Items List. The Subscriber shall be responsible for making arrangement with the Contractor, 48-hours in advance of the regular scheduled pickup in order to guarantee pickup of Bulk Items List material(s).

7.3.2. The Contractor shall invoice in a method acceptable to the Contractor and City for the collection of Bulk Items List material(s) at the price listed for this service. In the event that no specific item under Bulk Items List is included the Service Director shall set the price by comparing the cost of similar items Bid for Bulk Items List material(s) by comparison of both weight and volume. The price set shall be binding on the Subscriber and the Contractor.

### 7.4. Items Not Collected

7.4.1. The Contractor shall not be required to collect animal wastes or disposable diapers unless they are wrapped in a moisture-proof material and are undetectable by odors.

7.4.2. The Contractor is not required to remove construction debris as a result of repair implemented by private Contractors hired by the resident/property-owner. If the resident or property owner is doing small remodeling work and the construction debris is average in nature, the Contractor shall pick up said materials, dry wall, decking, broken cement, etc. and contained as provided herein for these types of materials. If the remodeling project requires a dumpster, then the homeowner must rent one separate from the normal trash pick up. The Subscriber shall pay for this additional service as provided herein under Bulk Items List.

### 7.5. The Contractor shall tag

7.5.1. In the event the Contractor rejects any material set out for pickup the Contractor shall issue a Rejection Tag attached to the container(s) with a reason for rejection, said tag shall be approved by the City. All rejected material must be included in the reports required to be produced by the Contractor stating date, time, address and reason for rejection. Rejected materials shall be reported to the City weekly.

7.5.2. The Contractor shall tag all containers which are unauthorized or unserviceable, which do not have serviceable handles for lifting and carrying, which have holes in the bottom or which are otherwise not suitable for use. These tags shall advise the Subscriber of the reason why the containers may not be used. All containers tagged must be included in the reports required to be produced by the Contractor stating date, time, address and reason for the container being rejected. Rejected containers shall be reported to the City weekly.

7.6. Recycling Not Part Of Bid

7.6.1. Recyclable items eligible for a curbside recycling program shall be placed at the usual place of collection in such separate and distinctly marked containers as shall be provided. These containers are not a component of this Bid and shall not be disturbed or included in the trash collection Contract.

7.7. Yard Waste Not Part of Bid

7.7.1. Yard waste defined as leaves, grass clippings, weeds, brush, shrub tree trimmings eligible for curbside pickup by the City shall be placed at the usual place of collection in such separate and distinct manor so as not to be confused as trash and shall not be disturbed or included in the trash collection Contract. The yard waste collection programs operated by the City of Kent such as Christmas Tree Collection, Chipping and Leaf Pickup shall continue separate and apart from the trash collection Contract.

8. CUSTOMER PARTICIPATION

8.1. Mandatory

8.1.1. All residents of the City of Kent, in Residential Units, shall subscribe only with the City's Contractor for trash collection. No other trash hauler will be licensed or permitted to collect residential trash from City of Kent households. All Subscribers shall be included in this Contract no later than July 1, 2009.

8.2. Exceptions

8.2.1. All commercial, agricultural including active farms, industrial, governmental (other than the City of Kent), large residential complexes and institutional establishments in the City of Kent may subscribe to any trash, garbage or rubbish collection service that is licensed by the City of Kent Board of Health. Commercial, industrial, governmental and institutional establishments may enter into private Contracts with the Contractor for trash, garbage and rubbish collection, but shall not be Subscribers under the terms of the Contract between the City of Kent and the Contractor.

8.3. Inclusions Transitional

8.3.1. All residents of the City shall be provided with trash collection service by the designated City Contractor by July 1, 2009 or 6-months after the date of Contract execution, whichever is later, as provided for in this Contract between the City and the Contractor.

9. TYPE OF RESIDENTIAL TRASH PICKUP SERVICES

9.1. Minimum Generator Service:

9.1.1. The Contractor shall provide for the collection and removal of unlimited, proprietary plastic bags. The Contractor shall provide the proprietary plastic bags, with a mil thickness of at least 1.5 and a minimum capacity of 30 gallons or 50 pounds in a manner to be agreed upon by the Contractor and the City. The price paid for these bags by the Subscriber shall include the price of disposal. The minimum generator Subscriber shall not be billed for any further trash collection costs outside of the price associated with the purchase of said bags, excepting any additional services requested by the Subscriber of the Contractor. The minimum generator Subscriber shall be billed by the Contractor for the removal of any bulk items listed in “Bulk Items Description”, and for any Contracted Special Services as described in “Special Services”.

9.1.2. Distribution of the bags shall be performed by the Contractor and shall include at a minimum the delivery of the bags by the Contractor to those residential units requesting the service. There shall be no handling charge or delivery fee applied by the Contractor to the base price of the bags for home delivery service.

9.1.3. The Contractor shall also provide for the distribution of the bags through local grocery stores and convenience stores. If the grocery store or convenience store requires a processing fee for stocking the proprietary plastic bags, provisions are to be made to provide the same price per bag from merchant to merchant. At minimum each quadrant of the City shall have a convenient location within the quadrant for the purchase of bags by the Subscriber.

9.1.4. The Contractor and the City , upon mutual agreement, will be responsible for delineating the grocery and/or convenience stores to be used to stock the proprietary bags to be used in conjunction with the minimum generator service after the Contract has been awarded.

9.1.5. The Contractor will be responsible for coordinating the delivery and resale of the proprietary plastic bags to the participating merchant. The Contractor is to guarantee through arrangements made with each of the individual participating merchants that there always be a constant supply of proprietary plastic bags at each of the designated minimum generator Subscriber proprietary plastic bag retail locations.

9.1.6. Residents that sign up for the Minimum Generator Service are not obligated to purchase a minimum number of bags and shall not receive any billing or delivery of bags from the Contractor unless the resident has specifically requested a delivery and billing.

9.1.7. Residents that sign up for the Minimum Generator Service are not permitted to Contract with any other hauler for collection services. The Contractor shall have the sole and exclusive right to collect residential waste within the City.

9.1.8. The City’s Contractor will provide for the collection and removal of unlimited, proprietary plastic bags. Minimum generator Subscribers shall be required to place all solid waste at the pickup location in an approved container.

9.2. 30 Gallon Generator Service

9.2.1. The City's Contractor will provide for weekly collection and removal of 30 gallons of solid waste. The 30 gallons of solid waste is to be contained within one (1) 30-gallon container or other containers equaling 30 gallons in volume. The 30 gallon generator Subscriber will be billed a flat rate by the Contractor for this weekly volume of solid waste. There will be no rebate made by the Contractor to the 30-gallon generator Subscriber for any unused volume of service. Conversely, occasional overruns of solid waste beyond the designated 30 gallon weekly volume will not be billed by the Contractor, provided the number of incidents does not exceed two per 120 consecutive day period. All 30 gallon generator Subscribers shall be required to place all solid waste at the curb in an approved container. The 30 gallon generator shall be billed by the Contractor for the removal of any bulk items listed in "Bulk Items Description", and for any Contracted Special Services as described in "Special Services".

### 9.3. 60 Gallon Generator Service

9.3.1. The City's Contractor will provide for weekly collection and removal of 60 gallons of solid waste. The 60 gallons of solid waste is to be contained within two (2) 30-gallon containers or other containers equaling 60 gallons in volume. The 60 gallon generator Subscriber will be billed a flat rate by the Contractor for this weekly volume of solid waste. There will be no rebate made by the Contractor to the 60-gallon generator Subscriber for any unused volume of service. Conversely, occasional overruns of solid waste beyond the designated 60 gallon weekly volume will not be billed by the Contractor, provided the number of incidents does not exceed two per quarter. All 60 gallon generator Subscribers shall be required to place all solid waste at the curb in an approved container. The 60 gallon generator shall be billed by the Contractor for the removal of any bulk items listed in "Bulk Items Description", and for any Contracted Special Services as described in "Special Services".

### 9.4. 90 Gallon Generator Service

9.4.1. The City's Contractor will provide for weekly collection and removal of 90 gallons of solid waste. The 90 gallons of solid waste is to be contained within three (3) 30-gallon containers or other containers equaling 90 gallons in volume. The 90 gallon generator Subscriber will be billed a flat rate by the Contractor for this weekly volume of solid waste. There will be no rebate made by the Contractor to the 90-gallon generator Subscriber for any unused volume of service. Conversely, occasional overruns of solid waste beyond the designated 90 gallon weekly volume will not be billed by the Contractor, provided the number of incidents does not exceed two per quarter. All 90 gallon generator Subscribers shall be required to place all solid waste at the curb in an approved container. The 90 gallon generator shall be billed by the Contractor for the removal of any bulk items listed in "Bulk Items Description", and for any Contracted Special Services as described in "Special Services".

### 9.5. Unlimited Service

9.5.1. The Contractor will provide for the weekly collection and removal of trash of any amount that has been placed at the collection location.

9.5.2. The unlimited gallons of solid waste are to be contained within approved containers.

9.5.3. The unlimited service Subscriber will be billed a flat rate by the Contractor for an unlimited quantity of weekly trash. There will be no extra charge by the Contractor for quantities in excess of 90 gallons. There will be no rebate from the Contractor to the unlimited service Subscriber for any unused volume of service. The unlimited service Subscriber shall not pay for the removal of any Bulk Item(s) within reason.

9.5.4. For unusual circumstances whereby an Unlimited Services Customer appears to be abusing the removal of Bulk Item(s) by placing an unreasonable quantity at the pickup location for disposal, the Contractor may upon approval by the City charge for any excess Bulk Items(s). The Service Director shall have the authority to make a binding determinations regarding excessive use of Bulk Item(s) and will work with the Subscriber and the Contractor for a resolution.

#### 9.6. Special Services Bulk Items

9.6.1. The Contractor shall provide all residential trash Subscribers with the ability to have certain items, not included in the normal realm of garbage and rubbish service, removed from the normal pickup location on the residential Subscriber's scheduled day of trash collection, any item found on the Bulk Items List will be collected and properly disposed by the Contractor for the amount designated on said list. The Contractor shall bill the residential Subscriber for the item(s) removed.

9.6.2. Bulk Items List shall include the following items:

- 9.6.2.1. Air conditioner (window)\*
- 9.6.2.2. Automobile parts (per container, subject to 50 lb. limit)
- 9.6.2.3. Bath tub
- 9.6.2.4. Bulk approved construction material (per container, subject to 50 lb. limit)
- 9.6.2.5. Chair (upholstered)
- 9.6.2.6. Chair (wood)
- 9.6.2.7. Dehumidifier\*
- 9.6.2.8. Dishwasher
- 9.6.2.9. Dryer
- 9.6.2.10. Freezer\*
- 9.6.2.11. Hot water tank
- 9.6.2.12. Incinerator
- 9.6.2.13. Loose material (per container, subject to 50 lb. limit)

- 9.6.2.14. Mattress
- 9.6.2.15. Refrigerator\*
- 9.6.2.16. Shower/tub unit
- 9.6.2.17. Sink
- 9.6.2.18. Sofa
- 9.6.2.19. Springs
- 9.6.2.20. Stationary tubs
- 9.6.2.21. Stove/oven
- 9.6.2.22. Swing set (disassembled)
- 9.6.2.23. Table
- 9.6.2.24. Television
- 9.6.2.25. Tires on rims (automobile, limit to 4 per collection)
- 9.6.2.26. Tires, rimless (automobile, limit to 4 per collection)
- 9.6.2.27. Toilet and tank
- 9.6.2.28. Washer

9.6.3. \*Residents shall be responsible for directly notifying the Contractor in advance for the removal of Freon containing items. These items are to be collected and transported by the Contractor in a vehicle different from that which is used for solid waste collection. Freon removal cost shall be included in the cost of Special Services for these items.

#### 9.7. Items Not Specifically Described

9.7.1. The price for pickup and disposal not specifically described on the Bulk Items List shall be billed at the rate for the item on the Bulk Items List most similar in nature. In the event that the Contractor can not come to agreement with the Subscriber regarding the value of the service to be provided and not specifically described in the Bulk Items List the Service Director shall set the rate based on the cost associated for the pickup of a similar item on the Bulk Items List or set a price fare to the Subscriber and Contractor and this price shall be binding on the parties.

#### 9.8. Carry out Service (Challenged)

9.8.1.1. The Contractor shall provide carry out service for residential unit Subscribers who are handicapped, disabled, impaired or otherwise precluded from, or physically incapable of, placing the solid waste containers at the curbside. This Carry Out Service (Challenged) will not be



advertised and is intended only to be offered to those requesting it and deemed truly deserving to receive such service. The City's Health Commissioner or his/her designee shall authorize those that qualify for this service and shall notify the Contractor in writing the name and address of those qualifying. The Contractor shall contact the Subscriber deemed qualified for Carry Out Service (Challenged) and make necessary arrangements for this service.

9.8.1.2. The City shall notify the Contractor in writing when carry out service is to be initiated or suspended for each specific handicapped, disabled or impaired residential unit. The City envisions that there will be very few residential units receiving this service. Carry out collection service shall be considered incidental and ancillary to the regular collection services to be provided. Therefore, all such costs to provide the handicapped, disabled or impaired carry out collection service shall be included in the unit price Bid for residential solid waste collection service.

9.9. Carry Out Service (Regular)

9.9.1.1. The Contractor shall provide a billable service called Carry Out Service (Regular) for any residential unit desiring the removal of their solid waste containers from a designated location that is in close proximity to the residence. This Contractual service is to be requested by the residential unit, and the Contractor, in turn, will bill said unit for this service on an individual basis.

9.9.1.2. The location of solid waste containers from residential units receiving carry out service shall be on the ground floor level and no farther from the street than ten (10) feet beyond the real line of the building. Containers shall not be placed within an enclosed fences, garage, carport, etc.

9.9.1.3. The Contractor shall notify the City in writing those residents receiving the Carry Out Service (Regular) including the terms and cost for the service.

9.10. Municipal Solid Waste

9.10.1. The Contractors shall provide at each City facility containers sized as specified in the bid documents and adjusted by agreement between the City and the Contractor for the collection of the City's trash. Trash from each City facility shall be collected each Friday except as provided otherwise herein. The Contractor shall include all costs for this service in the amount Bid. The locations provided for in the Bid documents are as follows:

9.10.1.1.	930 Overholt Road	1 pickup per week	8/Yd. Dumpster
9.10.1.2.	325 S. Depeyster St.	1 pickup per week	6/Yd. Dumpster
9.10.1.3.	467 Middlebury Rd.	1 p.u./wk 11/1 to 2/28	8/Yd. Dumpster
9.10.1.4.	467 Middlebury Rd.	2 p.u./wk 3/1 to 10/31	8/Yd. Dumpster
9.10.1.5.	641 Middlebury Rd.	1 pickup per week	2/Yd. Dumpster

9.10.1.6.	319 S. Water St.	1 pickup per week	6/Yd. Dumpster
9.10.1.7.	5860 Hodgeman Lane	1 pickup per week	4/Yd. Dumpster
9.10.1.8.	590 Plum St.	1 pickup per week	4/Yd. Dumpster
9.10.1.9.	418 N. Mantua St.	1 pickup per week	2/Yd. Dumpster

9.11. Cost for Special Services

9.11.1. The cost for Special Services shall be billed to the Subscriber by the Contractor as a separate and additional charge. The Subscriber is responsible for contacting the Contractor for these Special Services as follows:

9.11.1.1. Carry out service for the removal of trash (quarterly)

9.11.1.2. Purchase of a 90- gallon Cart

9.11.1.3. Rent a 90-gallon Cart

9.11.1.4. Initial pick up of new resident or final pick up of former resident if trash exceeds respective level of service.

9.12. Emergency Pick Up

9.12.1.1. Special Pick up accommodation of solid waste as result of emergency situations, flooding, sewer backups when requested by the City in the interest of the health and safety of its residents. The City shall pay an agreed upon amount for this service on a per case basis.

9.13. Dead Animal Pickup

9.13.1. The Contractor shall pickup all dead animals observed by route drivers during the normal course of collection of residential trash. The Contractor shall pickup dead animals when notified by the City of a dead animal's location. The pickup of City notified dead animals shall occur the same day as notification by the City but no later than the next business day. The Contractor shall include the cost of dead animal pickup in the price bid of all residential trash collection.

9.14. No Service

9.14.1. A small number of residents have a means of disposing of their trash and shall not be charged, however, they are to be charged for the recycling program per City Ordinance. Any resident requesting this option shall notify the Service Director in writing that they are selecting "No Service", state the location where they will be disposing of their trash and are not permitted to Contract with any other hauler for collection services at their residence.

9.14.2. The Service Director shall inform the Contractor in writing for each resident that has selected No Service. A resident that has selected No Service shall remain eligible for collection of Bulk Item List trash and the Contractor shall charge for said collection.

9.15. Changes in Collection Service

9.15.1. Changes in solid waste collection service type can be made by a Subscriber by contacting the Contractor either in writing or by telephone and requesting the service of preference. The Subscriber's quarterly bill will reflect said charge.

9.16. Sign Up for Solid Waste Collection Service

9.16.1. The Hauler in cooperation with the City will send each residential unit one information packet at the start of service. This flyer will contain information pertaining to the different tiers of trash service available and the costs associated with said service. The information packet will contain a Waste Collection Service Order Form. This form shall be completed by every residential unit within the City, thus delineating every residential unit's choice of trash collection service and the costs that shall be billed by the Contractor quarterly. The information provided within said packet will explain that if a residential unit neglects to submit a completed Waste Collection Service Order Form then the solid waste service of default shall be the 60-Gallon Generator Service and will be billed to the residential unit accordingly. The Contractor may reserve the right to refuse to collect trash from residents that have not signed up for a service level. The Contractor shall report to the City weekly each occurrence of trash not being collected.

9.17. Educational or Promotional Materials

9.17.1. All educational materials for Subscribers shall be the sole responsibility of the Contractor and will be distributed annually. Any information that the Contractor determines to be appropriate for the Subscriber to facilitate implementation of the trash collection programs must be approved by the City prior to distribution to the Subscriber. Annual publication and distribution costs required by this Contract shall be included in the amount charged for the Subscriber service. Educational material will be required after the Bid opening and Award of the Contract but prior to the starting date for collection, by a mail out to all potential Subscribers with an additional 200 copies provided to the City. The City shall assist the Contractor with this requirement by providing the Contractor with a list of potential Subscribers from information available. The City does not guarantee that the list will include all potential Subscribers nor that non-potential Subscribers may be included in the list provided.

9.18. Location of Containers for Collection

9.18.1. The Subscriber shall provide to the Contractor on the Waste Collection Service Order Form at the start of service the location where their trash shall be placed for pickup. It is the Subscriber's responsibility to notify the Contractor of any change or special conditions. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

10. OPERATION

10.1. Frequency of Service

10.1.1. All residential Subscribers, with service tier above Minimum Generator Service, shall receive trash collection service at a frequency of one pickup per week on the same designated day. Collection time shall not begin before 7:00 a.m. local time, nor continue past 7:00 p.m. local time. Exceptions to collection hours shall be effective only upon the mutual agreement of the City and the Contractor when the Contractor reasonably determines that an exception is necessary in order to complete collection. If due to delays, the collection is expected to continue past 9:00pm for any given collection day, the Contractor shall notify the city of the expected completion time so that the City can field calls from residents.

10.1.2. Collection shall never be postponed longer than one (1) working day following the regular day of collection, except in a case of extreme emergency or weather conditions. The City reserves the right to impose specific liquidated damages for missed pickups and missed collection days except in the case of extreme weather conditions or emergency. The Contractor shall maintain, to the best of its ability, a properly scheduled pickup service satisfactory to the City.

## 10.2. Days and Hours of Operation

10.2.1. Collection of solid waste shall not start before 8:00 a.m. or continue after 9:00 p.m. on the same day. Collection shall be conducted Monday through Thursday, except for Holiday weeks where Friday shall be worked as the make-up day for the Holiday, if required. A deviation from the normal collection day will be reported to the City along with an explanation for the temporary change prior to the schedule change occurring.

10.2.2. The City Office trash collection shall occur the afternoon of Friday except when Friday is a Holiday in which case trash shall be collect either the Thursday before or the Monday following. The purpose of collecting the City's trash on Friday is to provide special City requested services during the period of collection of City trash.

## 10.3. Routes of Residential Collection

10.3.1. Collection routes for residential collection shall be established by the Contractor and approved by the City and shall be the same as the routes established for recycle collection. The City intends to collect trash from residential customers four days a week in each of the four quadrants of the City. The Contractor in cooperation with the City's Recycling Contractor shall set the quadrants of the City. At no time shall a quadrant be greater than 40-percent nor less than 20-percent of the Subscriber total.

10.3.2. The City shall work with the Contractor and Recycling Contractor to create a map designating the collection routes. The Contractor may request changes in the collection day so long as agreement is reached with the City's Recycling Contractor and the quadrant minimum and maximum requirements are not violated.

10.3.3. Any changes in collection routes shall be subject to approval by the City and Contractor shall notify each residential unit affected thereby one month prior to the date the change shall become effective. No change in collection routes shall occur without the City's Recycling Contractor being able to change their collection equally.

#### 10.4. Holidays

10.4.1. The Contractor may decide to observe any or all of the holidays defined herein by suspension of collection service on the holiday, but such decision in no manner relieves the Contractor of his obligation to provide collection service every week to residential units. The Contractor may elect to select the holiday schedule by setting back the pickup one day and then adding Friday as a workday as required. The Contractor shall provide the City with a schedule of holidays to be observed and the manner in which collections will be changed to accommodate them. The City shall publish quarterly in its Tree City Bulletin the Contractor's holiday schedule. Additionally the Contractor shall notify Subscribers during invoicing for service.

#### 10.5. Call Backs

10.5.1. At the discretion of the City, the Contractor shall provide call back collection service for all residential collection routes. The purpose of this service is to pick up solid waste from residential units that have been missed in the regular pickup service. This service will be neither advertised nor published. However, individuals who notify the Contractor that they were missed by regular service within twenty-four (24) hours of their regular collection date will be offered this service. The Contractor shall provide a toll-free telephone number for callbacks, customer complaints, etc. The Contractor shall endeavor to accomplish the call back on the same day and not later than by the close of the next full working day after being notified by the Subscriber or City. Under no circumstance shall the solid waste nor recyclables be left at curbside over the weekend.

10.5.2. The Contractor shall report weekly all call back collection service and shall track by address and Subscriber the date and time of the request for call back service. In the event that the Contractor determines that a pattern is established where a Subscriber continually calls for call back collection service he shall report the pattern to the Service Director. The Service Director shall investigate the reported call back collection service pattern described by the Contractor and attempt to determine and correct the cause.

#### 10.6. Complaints

10.6.1. All complaints from Subscribers will be made directly to Contractor. Upon notification, the Contractor shall pay prompt and courteous attention to all such complaints. The Contractor is responsible for updating the City on a weekly basis of customer complaints and responses.

10.6.2. All complaints received by the Contractor shall be investigated and where appropriate corrected. All contacts with the Subscriber regarding any deficiency in the delivery of the Required Services shall be handled by the Contractor in a prompt and courteous manner. The Contractor shall provide a toll-free number for such calls. The Contractor shall record and report to the City weekly on the number of complaints received and handled including address of complainant, a brief description of the complaint and resolution. The City shall assist the Contractor in minimizing, where possible, this reporting requirement.

10.6.3. In the interest of expediting the processing of Subscribers' complaints, establishing service to new Subscribers and for other communications purposes, the Contractor shall provide

operating radios or radio telephone receivers and transmission equipment in all operating collection vehicles regularly used for collection in the City.

10.6.4. The City reserves the right to include specific liquidated damages for legitimate verified complaints received. Specific Liquidated Damages shall be outlined in the Performance Contract between the City and the Contractor and shall not exceed \$50.00 for the first complaint, and \$10 for each complaint per day thereafter. No liquidated damages shall be charged the Contractor if the Contractor is actively engaged in correcting the problem.

#### 10.7. Collection Equipment

10.7.1. The Contractor shall provide an adequate number of vehicles and other equipment for regular collection services.

10.7.2. All solid waste transported on the streets or other public thoroughfares in the City shall be in vehicles, the bodies of which are leak proof and of easily cleanable construction and shall be completely covered in metal. All material hauled by the Contractor shall be so contained or enclosed that no material may escape the haul vehicle by leaking, spilling or blowing. Spillage or drainage from the vehicles transporting solid waste shall not be permitted. The Contractor shall use enclosed, leak proof, packer-type truck bodies. Packer-type equipment shall provide a degree of compaction equal to or better than 3 to 1 compaction of the trash materials collected. The trucks shall be kept in safe and efficient working order to insure proper and efficient service to the City. Each vehicle shall be painted uniformly with clearly and visibly marked on each side the name and telephone number of the Contractor. All equipment shall be washed frequently.

10.7.3. The Contractor shall provide a system of communication between the collection vehicle drivers and the Contractor's dispatch office where calls from Subscribers are received, e.g. radios, pagers or phone communication for each, to assure adequate tracking and information exchange between the driver and the dispatch office.

10.7.4. Each of the Contractor's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle he/she is driving.

#### 10.8. Hauling

10.8.1. All refuse hauled by the Contractor shall be so contained, tied or enclosed such that leaking, spilling or blowing are prevented. Any leaking, spilling or blowing shall be picked up, cleaned up, or removed by the Contractor. Debris left behind as a result of equipment malfunction, or due to a delayed pick up shall be the responsibility of the hauler to clean up at the time of pick up.

#### 10.9. Delivery

10.9.1. All refuse collected for disposal by the Contractor shall be hauled to a solid waste disposal facility licensed by the Ohio EPA and in compliance with all local, county, state, and federal regulations. The charge for disposal shall be included in the rate set forth in the proposal for each residential unit serviced by the Contractor. The Contractor shall report to the City the volume of trash removed from the City the weekly report shall include the date, time, weight

dumped and the name of the disposal facility where the trash was finally disposed of for each truck.

## 11. RESIDENTIAL PICKUP LOCATIONS

11.1.1. Subscribers will be required to place each authorized container at their regular place of pickup for trash collection. Subscribers shall notify the Contractor where their trash collection pickup location is and of any change in service requested.

11.1.2. Each container placed at the pickup as designated above and each other item set out for collection shall be placed at the location no earlier than 6:00 p.m. of the day before collection in the quadrant of the City as established by the Contractor. The containers shall be removed from the required location within twenty-four (24) hours after collection has taken place.

## 12. ESTIMATED BID QUANTITY

12.1.1. The prices Bid must include the cost of furnishing all necessary materials, equipment, labor, tools and incidentals for the complete performance of all work items set forth in this proposal, and described in the specifications.

### 12.2. Estimated Quantity of Residential Subscriber Units

12.2.1. The City has estimated the number of residential units to be serviced by the waste hauler at 6,200 (Six thousand two hundred). The City has further broken down the estimated total for Bidding purposes only as follows:

12.2.1.1. Minimum Generator Service (10,000 bags @ 50 bags ea.)	50 Subscribers
12.2.1.2. 30 Gallon Generator Service	1,500 Subscribers
12.2.1.3. 60 Gallon Generator Service	3,000 Subscribers
12.2.1.4. 90 Gallon Generator Service	1,500 Subscribers
12.2.1.5. Unlimited Service	100 Subscribers
12.2.1.6. No Service	50 Subscribers

12.2.1.7. The estimated number of Subscribers is provided for estimating purposes only and the City does not represent that the number of actual Subscribers will be comparable. The purpose of the estimated Subscriber quantities is for comparison of Bids only and shall not be used by the Contractor representing a change in condition for a price increase. The City makes no representation as to the reliability of its estimate for residential units. Quantities are approximate only and the City expressly reserves the right to increase, decrease or omit any number or type of service that the City may deem advisable.

## 13. PRICES BID TO INCLUDE

### 13.1. Unit Prices Bid

13.1.1. The unit prices Bid for the full three year term of the Contract for each item shall include all labor, material, vehicle, equipment, fees, permits, disposal charges and all other incidentals necessary to provide the Required Services in every and all respects. Payment shall be made for acceptable service performed and products or materials supplied under per unit quarterly or unit each Bid amount. Unit Pricing shall include the administration of collection and disposal, the cost of billing/collection accounts and the cost of producing Contract required reports.

### 13.2. Modification of Rates

13.2.1. The Contractor shall provide a fixed rate(s) for the first-year Contract. The City will negotiate with the Contractor on any uncontrollable costs which are mandated by Federal, State or Local Government Agency, tipping fees or fuel prices during the second and third year of the agreement and prior to each one-year extended option period. Before entering any one of the two one-year renewable options or three one-year extended options, the City and the Contractor shall agree on any and all rate changes specifically in writing. All negotiated cost adjustments shall be completed by September first of each preceding year.

### 13.3. Contractor Billings to Subscriber

13.3.1. The Contractor shall directly bill residential units in advance for service on a quarterly basis in a method mutual agreeable of the City and the Contractor. A list of residential units serviced, with names, mailing addresses type of service elected and route number assigned, will be provided by the Contractor in both written and electronic format acceptable to the City.

13.3.2. The Contractor is responsible for an accurate route list. In the event the Contractor picks up trash from a resident not on its route list and not registered with its company as a Subscriber, the Contractor shall not back-charge the Subscriber, but take immediate steps to establish an account with said Subscriber to provide service.

### 13.4. Set Up of Service for New Residential Unit Subscriber

13.4.1. New residential unit Subscribers shall directly notify the Contractor of their move-in date, name, address, preferred level of service and pickup location. The Contractor shall at his discretion, send a "prorated bill" for services rendered to the said new account holder.

### 13.5. Termination of Service for Residential Units Subscriber

13.5.1. It is the responsibility of the residential unit Subscriber to notify the Contractor directly when terminating service, i.e., moving to another location, to report a move-out date, or if the service is no longer required. The Contractor shall at his discretion, send a "final bill" for services rendered to the said Subscriber for any service received and not invoiced.

### 13.6. Informational Materials

13.6.1. The Contractor will provide area realtors, developers, City and the local Board of Education with informational materials preapproved by the City pertaining to the service provided and the cost thereof of the Trash Collection Program. The purpose of the informational



materials is to assist residential unit Subscribers with their setting up, termination of and selection of collection services, as provided for herein.

13.7. Contractor's Responsibility for Bad Debt

13.7.1. The Contractor shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts until Contractor provides 30-day written notice to the debtor, after which time service may be terminated for non-payment of past-due accounts. The Contractor shall be responsible for holding the delinquent accounts as an uncollected accounts receivable. The Contractor shall endeavor to collect unpaid or past due accounts according to their established standard payment collection procedure. The City shall NOT be responsible for any debts that remain uncollected for residential units.

13.8. Exclusive Contract

13.8.1. The Contractor shall have the sole and exclusive franchise, license, and privilege to provide trash collection and disposal services to Residential Units within the corporate limits of the City of Kent for the duration of this agreement.

13.9. Data Collection

13.9.1. The Contractor shall be required to gather and maintain records of information and data which shall be provided to the City. The Contractor shall provide such information and data as required by the City including a regularly updated customer data base, average and total number of pounds per residential unit, number of units per route, etc. in an electronic format acceptable to the City and hard copy. All such data and records are considered an essential and integral part of the collection services to be performed; therefore, failure to provide the required information will delay payment of the Contractor's invoice for City paid services until all the required information has been provided. The City shall update the Contractor regarding any new dwellings that may become Subscribers of the Contractor's waste hauling services. The Contractor shall provide such other information and data as required by the City in a form acceptable to the City. In addition to any special report requested by the City the following reports shall be considered standard and provided to the City as described:

- |   |         |
|---|---------|
| 13.9.1.1. Rejection Tag, for material not accepted              | Weekly  |
| 13.9.1.2. Containers Tagged for non authorized or unserviceable | Weekly  |
| 13.9.1.3. All call back collections                             | Weekly  |
| 13.9.1.4. Complaints Received                                   | Weekly  |
| 13.9.1.5. Volume of trash removed                               | Weekly  |
| 13.9.1.6. Trash collection refused                              | Weekly  |
| 13.9.1.7. Customer Data Base                                    | Monthly |

13.10. Fuel Surcharge

13.10.1. The basis for the fuel surcharge is the premise that the cost of fuel changes dramatically and that a fuel surcharge compensates Contractor for the difference in the cost of fuel for an average trip on the date when the Contract was first entered into and the cost of fuel at some time in the future. There are no government regulations pertaining to an approved method for calculating fuel surcharges and each company has developed their own method. Each Bidder shall provide a detailed explanation of their fuel surcharge implementation policy and how they derive/calculate their fuel surcharge as they will use in connection with this Contract. The City understands that in order to obtain the best possible price for trash collection for its residents it must allow the Contractor to recoup costs which are beyond his/her control and as such will allow for a fuel surcharge. The method used by each Bidder will be considered when selecting the lowest and best Bidder.

13.11. Cost of Residential Trash Collection Program Setup

13.11.1. The City understands that in order to setup a program there are cost associated. In order to obtain the best possible price for trash collection for its residents the City will make a monthly payment to the Contractor during the first three months of the program to offset the cost of startup. The Bid Documents include a monthly service fee for “Cost of Residential Trash Collection Program Setup”. The amount Bid by each Bidder will be considered when selecting the lowest and best Bidder.

13.12. Fee Collected on Behalf of City

The City shall receive from the Contractor a surcharge billed by the Contractor and paid to the City to cover the Cost incurred by the City for the City’s administration of the trash collection program. Payment to the City shall be made by the end of the month following the Contractor’s invoice to the Subscriber for the full amount due the City. The following fees shall be collected:

13.12.1.1. Minimum Generator Service	\$0.05 per bag sold
13.12.1.2. 30 Gallon Generator Service	\$0.20 per month
13.12.1.3. 60 Gallon Generator Service	\$0.30 per month
13.12.1.4. 90 Gallon Generator Service	\$0.40 per month
13.12.1.5. Unlimited Service	\$0.50 per month
13.12.1.6. No Service	\$0.00 per month

14. INSURANCE

14.1. Insurance Included in Prices Bid

14.1.1. CONTRACTOR is responsible for all Worker’s Compensation coverage, employment taxes, and public liability insurance in an amount of not less than Five-Hundred Thousand

2009 CITY OF KENT TRASH COLLECTION CONTRACT

Dollars (\$500,000.00) per occurrence property damage, One Million Dollars (\$1,000,000.00) per occurrence personal injury and Two Million Dollars (\$2,000,000.00) aggregate. Proof of public liability coverage shall be furnished to the CITY at the commencement of this Agreement and upon demand of the CITY at any time during the term of this Contract and prior to commencement of the Work. The Policy shall contain a provision that coverage afforded under the Policy will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the City.

ADVERTISEMENT FOR BIDS

City of Kent, Ohio  
Department of Public Service

SEALED PROPOSALS will be received at the Office of the Service Director, Service Administration Complex, 930 Overholt Road, Kent, Ohio 44240 until 2 o'clock PM (Official Kent time), Wednesday , December 17, 2008, and at that time and place publicly opened and read aloud, for THE CITY OF KENT, 2009 City of Kent-Citywide Residential Trash Collection.

The principal items of work includes PROVIDING MULTI-TIERED TRASH COLLECTION SERVICE FOR KENT SUBSCRIBERS.

Copies of Specifications and Contract Documents are on file in the Office of the Service Director, Service Administration Complex, 930 Overholt Road, Kent, Ohio 44240 (Phone 330-678-8105) where they may be obtained upon payment of \$10.00 which will not be refunded. (Add \$5.00 for postage and handling if mailing is desired.)

Bidders must use the prepared forms provided therefore, as none other will be accepted. Each proposal must be accompanied by a Bid bond in the amount of 100 percent or more of the price Bid. The Bidder to whom the Contract is awarded will be required to furnish a performance and payment bond in the sum of 100 percent of the Contract price.

The Service Director reserves the right to increase or decrease quantities and to reject any or all Bids, and to waive informalities.

-----End Published Notice Here-----

Approved By Order Of:

\_\_\_\_\_, 2008.

Eugene K. Roberts, Director of Public Service

Place and Dates of Publication: Record-Courier, Kent-Ravenna, OH – November 26, 2008 and December 3, 2008.

**INSERT ADDENDA HERE**

**EXPERIENCE RECORD**

The Contractor is required to state below the character of previous WORK performed, along with references, and other detailed information which will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Determination of satisfactory experience is at the sole discretion of the Director of Public Service, City of Kent, Ohio. Note all requirements listed in the Specifications as required to be provided by the Bidder for consideration of a responsive Bid shall be included with the Bidder's Experience Record. (Additional sheets may be attached.)

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**CITY REQUIRED INFORMATION**

The Contractor is required to provide the below requested information:

Number of Kent residential customers currently being serviced by Contractor: \_\_\_\_\_

Distance from Contractor's shop where trucks start morning route to 319 South Water Street,

City of Kent Police Department Building: \_\_\_\_\_ miles.

Distance from 319 South Water Street to, City of Kent Police Department Building to location where contractor plans to dispose of solid waste collected \_\_\_\_\_ miles.

Disposal site Contractor plans to dispose of solid waster collected in City of Kent:

Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

**Contractor's Current Types of Service Provided**

Description	Yes/No	Current Price Charged
Minimum Generator Service (per Bag)	_____	_____
30 Gallon Generator Service	_____	_____
60 Gallon Generator Service	_____	_____
90 Gallon Generator Service	_____	_____
Unlimited Service	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____

**INSERT FUEL ADJUSTMENT CALCULATIONS EXPLANATION HERE**



CITY OF KENT

2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

**BID**

Proposal of \_\_\_\_\_(hereinafter called "Bidder") a \*corporation organized and existing under the laws of the State of \_\_\_\_\_, or a/an \*partnership/\* individual doing business as \_\_\_\_\_.

To the City of Kent, Ohio.

Gentlemen:

The Bidder, in compliance with your invitation for Bids for the construction of 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION having examined the Contract Documents including the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed work including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to perform the work in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice To Proceed" provided by the City of Kent and to fully complete the work and its respective parts within the time as stipulated in the Contract Documents. The Bidder further agrees to pay as liquidated damages as provided in the Contract Documents.

The Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The unit prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

\*Delete corporation, partnership, or individual as applicable.

BID PROPOSAL FORM

GENERATOR SERVICE FEES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	COST
1	Minimum Generator Service	50	Bag			
2	30 Gallon Generator Service	1500	Mo.			
3	60 Gallon Generator Service	3000	Mo.			
4	90 Gallon Generator Service	1500	Mo.			
5	Unlimited Service	50	Mo.			
					GENERATOR SERVICE FEES TOTAL	

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	COST
1	930 Overholt Road (1 pickup per week)	8	Yd.			
2	325 S. Depeyster St. (1 pickup per week)	6	Yd.			
3a	467 Middlebury Rd. (1/wk. 11/1 to 2/28)	8	Yd.			
3b	467 Middlebury Rd. (2/wk 3/1 to 10/31)	8	Yd.			
4	641 Middlebury Rd. (1 pickup per week)	2	Yd.			
5	319 S. Water St. (1 pickup per week)	6	Yd.			
6	5860 Hodgeman Lane (1 pickup per week)	4	Yd.			
7	590 Plum St. (1 pickup per week)	4	Yd.			
8	418 N. Mantua St. (1 pickup per week)	2	Yd.			
					CITY FACILITIES SERVICE FEES TOTAL	

2009 CITY OF KENT TRASH COLLECTION CONTRACT

Each Bidder shall submit unit prices for the following Special Service items which will apply in the event additions to or deductions from the work to be performed are ordered on certain of the preceding base Bid items. These Special Service Fees will be considered in the award of the Contract.

SPECIAL SERVICE FEES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	COST
1	Air conditioner (window)*	1	EA			
2	Automobile parts (per container, subject to 50 lb. limit)	1	EA			
3	Bath tub	1	EA			
4	Bulk approved construction material (per container, subject to 50 lb. limit)	1	EA			
5	Chair (upholstered)	1	EA			
6	Chair (wood)	1	EA			
7	Dehumidifier*	1	EA			
8	Dishwasher	1	EA			
9	Dryer	1	EA			
10	Freezer*	1	EA			
11	Hot water tank	1	EA			
12	Incinerator	1	EA			
13	Loose material (per container, subject to 50 lb. limit)	1	EA			
14	Mattress	1	EA			
15	Refrigerator*	1	EA			
16	Shower/tub unit	1	EA			

2009 CITY OF KENT TRASH COLLECTION CONTRACT

17	Sink	1	EA			
18	Sofa	1	EA			
19	Springs	1	EA			
20	Stationary tubs	1	EA			
21	Stove/oven	1	EA			
22	Swing set (disassembled)	1	EA			
23	Table	1	EA			
24	Television	1	EA			
25	Tires on rims (automobile, limit to 4 per collection)	1	EA			
26	Tires, rimless (automobile, limit to 4 per collection)	1	EA			
27	Toilet and tank	1	EA			
28	Washer	1	EA			
29	First Year Program Administration Setup Fee	1	EA			
						TOTAL SPECAIL SERVICE FEES

CITY SURCHARGE FEES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	COST
1	Minimum Generator Service	50	Bag	\$ 0.05	Zero Dollars and five cents	\$ 2.50
2	30 Gallon Generator Service	1500	Mo.	\$ 0.20	Zero Dollars and twenty cents	\$ 300.00
3	60 Gallon Generator Service	3000	Mo.	\$ 0.30	Zero Dollars and thirty cents	\$ 900.00
4	90 Gallon Generator Service	1500	Mo.	\$ 0.40	Zero Dollars and forth cents	\$ 600.00
5	Unlimited Service	50	Mo.	\$ 0.50	Zero Dollars and fifty cents	\$ 25.00
						CITY SURCHARGE FEES TOTAL \$ 1,827.50

TOTAL BID

DESCRIPTION	BID AMOUNT
GENERATOR SERVICE FEES TOTAL	
CITY FACILITIES SERVICES	
TOTAL SPECAIL SERVICE FEES	
CITY SURCHARGE FEES TOTAL	\$ 1,827.50
BID TOTAL	

Unit prices shall include the costs for all labor, materials, equipment, tools, incidentals, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

The Bidder understands that the City of Kent reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

For Contractors electing to submit a Certified Check versus a Surety Bond the Bid Total must equal the check amount.

It is understood and agreed by the undersigned that the City of Kent, Ohio reserves the unrestricted privilege to reject any or all of the Bid prices which it may consider excessive or unreasonable, or to accept, by including the same in the Contract as unit prices applicable in the event of additions to or deductions from the work to be performed under the Contract, any or all of such Bid prices which it may consider fair and reasonable.

The Bidder shall not add any conditions or qualifying statements to this Bid, otherwise the Bid may be declared irregular and not responsive to the Advertisement for Bids.

The Bidder further agrees that their Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the Contract Documents. The Bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the City of Kent in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the City of Kent caused thereby.

BID SIGNATURE PAGE

Submitted By:

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(signature)

---

(title)

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(Seal - if Bid is

(company)

---

by a corporation)

(street address)

---

(city, state, zip code)

**BID GUARANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ as principal

and \_\_\_\_\_ as sureties,  
are hereby held and firmly bound unto the CITY OF KENT, OHIO as obligee in the penal sum  
of the dollar amount of the Bid submitted by the principal to the obligee on the

\_\_\_\_\_ day of \_\_\_\_\_, 2009 to undertake the project known as:

**2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION**

The penal sum referred to herein shall be the dollar amount of the principal's Bid to the obligee,  
incorporating any additive or deductive alternate proposals made by the principal on the date  
referred to above to the obligee, which are accepted by the obligee. In no case shall the sum  
exceed the amount of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

(If the foregoing blank is not filled in, the penal sum will be the amount of the principal's Bid,  
including supplemental. Alternatively, if the blank is filled in, the amount stated must not be less  
than the full amount of the Total Bid including supplemental, in dollars and cents. A percentage  
is not acceptable). For the payment of the penal sum well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named  
principal has submitted a Bid for THE CITY OF KENT; 2009 CITY OF KENT - CITYWIDE  
RESIDENTIAL TRASH COLLECTION;

NOW, THEREFORE, if the obligee accepts the Bid of the principal and the principal fails to  
enter into a proper Contract in accordance with the Bid and the other Contract documents; and in  
the event the principal pays to the obligee the difference not to exceed ten percent of the penalty  
hereof between the amount specified in the Bid and such larger amount for which the obligee  
may in good faith Contract with the next lowest Bidder to perform the work covered by the Bid;  
or in the event the obligee does not award the Contract to the next lowest Bidder and resubmits  
the project for Bidding, the principal pays to the obligee the difference not to exceed ten percent  
of the penalty hereof between the amount specified in the Bid, or the costs, in connection with  
the resubmission, of printing new Contract documents, required advertising, and printing and  
mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and  
void, otherwise to remain in full force and effect.

2009 CITY OF KENT TRASH COLLECTION CONTRACT

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or to the drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ Surety

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

Important: Surety companies executing bonds must be on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**CONTRACT**

(The Bidder is cautioned not to fill in any of the following blanks. After the Contract is awarded the blanks will be filled in by the City of Kent.)

**ARTICLES OF AGREEMENT**

Between the CITY OF KENT, Party of the First Part, and

\_\_\_\_\_, Contractor,

Party of the Second Part, for improving 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION located in the City of Kent by the principal items of work PROVIDING MULTI-TIERED TRASH COLLECTION SERVICE FOR KENT SUBSCRIBERS in accordance with the Contract Documents including project plans titled 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION, prepared by Service Department and dated July 31, 2008, in pursuance of the following, to wit:

1.) By authority of Ordinance No. \_\_\_\_\_, Council of the City of Kent granted the City Manager, or his designee, the power to enter into a Contract for the improvement of 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION.

2.) Duly advertised for in the Record-courier commencing \_\_\_\_\_.

3.) Bids opened by the Director of Public Service \_\_\_\_\_.

4.) Determination by the Director of Public Service that

\_\_\_\_\_, Contractor,

Is the lowest and best Bidder \_\_\_\_\_.

5.) Approved by Board of Control \_\_\_\_\_.

6.) Contract awarded \_\_\_\_\_.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2008 by and between the CITY OF KENT, Party of the First Part, and

\_\_\_\_\_, Contractor,

Contractor Party / Parties of the Second Part:

2009 CITY OF KENT TRASH COLLECTION CONTRACT

WITNESSETH: That the said Party/Parties of the Second Part has/have agreed, and by these presents do/does agree, with the said Party of the First Part, for consideration named in said proposal, to furnish at his/their own proper cost and expense all the necessary materials and labor of every description and to carry out and complete in a good, firm and substantial manner the work required of THE CITY OF KENT, 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION in accordance with Contract Documents on file in the office of the Director of Public Service and in accordance with the specifications and said Contract Documents hereinafter mentioned, subject to such changes as may be made from time to time by said City.

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the written "Notice To Proceed" provided by the City of Kent and to fully complete the work and its respective parts within the time as stipulated in the specifications. The Bidder further agrees to pay as liquidated damages the amounts indicated as provided in the Contract Documents.

It is agreed by and between the parties hereto that the "Contract Documents" and all of the provisions therein contained, together with such additions or amendments to said specifications as are attached to this Proposal, together with the Contract Documents for this work on file at the City of Kent, are made a part hereof as though all of the items herein before enumerated had been fully re-written herein.

IN WITNESS WHEREOF, the said CITY OF KENT has caused its name and corporate seal to be affixed by the Director of Public Service, and the said Party of the Second Part set his hand and seal on the day and year aforesaid.

THE CITY OF KENT, OHIO

BY: \_\_\_\_\_  
Director of Public Service

INDIVIDUAL, FIRM OR CORPORATION

BY: \_\_\_\_\_  
Officer of Corporation  
or Member of Firm

(WHEN CONTRACTOR IS A CORPORATION, ADD:)

(SEAL)

ATTEST: \_\_\_\_\_  
Secretary

Bid Identification: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

**CERTIFICATE OF DIRECTOR OF LAW**

I hereby approve the form and correctness of the above Contract and bond.

\_\_\_\_\_  
Director of Law

Date \_\_\_\_\_, 200 .

**APPROVAL OF BOARD OF CONTROL**

I hereby certify that the Board of Control, pursuant to their authority, on the \_\_\_\_\_, duly approved the foregoing Contract and recommended that the Director of Public Service enter into the said Contract on behalf of the City of Kent.

\_\_\_\_\_  
Secretary of the Board of Control

Date \_\_\_\_\_, 200 .

**CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE**

It is hereby certified that the amount (\$ \_\_\_\_\_) required to meet the Contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of \_\_\_\_\_

Funds free from any obligation or certificates now outstanding.

\_\_\_\_\_  
Director of Budget and Finance

Date \_\_\_\_\_, 200 .

**NONCOLLUSION AFFIDAVIT**

Bid Identification: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

CONTRACTOR \_\_\_\_\_

, being first duly sworn, deposes and says that he is \_\_\_\_\_

\_\_\_\_\_ (sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, 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 put in false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in 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 any one 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 any one 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:

\_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

Seal of Notary

\_\_\_\_\_

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

Bid Identification: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

CONTRACTOR \_\_\_\_\_

, being first duly sworn, deposes and says that he/she is \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, the party making

the foregoing BID, hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the BID was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for

\_\_\_\_\_ County, Ohio.

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

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax \$ \_\_\_\_\_

Penalties \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

Signed:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Seal of Notary

\_\_\_\_\_  
Notary

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as principal,

and \_\_\_\_\_ as sureties,

are hereby held and firmly bound unto the CITY OF KENT, OHIO in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),

said amount being three times the total bid amount, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_ day of \_\_\_\_\_, 2008, enter into a Contract with said City to construct

**2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION**

which said Contract is made a part of this bond the same as though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of subContractors, materialmen and laborers, for materials furnished and labor performed in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

It is hereby further expressly understood and agreed that this bond is also given and made as a guaranty against defective material and workmanship in the said work covered by said Contract for the one year period as defined in the Contract Documents.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

2009 CITY OF KENT TRASH COLLECTION CONTRACT

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_ Principal

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

\_\_\_\_\_ Surety

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

(SEAL)

NOTE: The date of bond must be prior to the date of Contract. If the Contractor is a Partnership, all partners shall execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**INSERT CERTIFICATE OF INSURANCE HERE**

(See General Conditions Article 14., Insurance for Requirements)



**NOTICE OF AWARD**

Bid Identification: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

Date: \_\_\_\_\_

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

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and \_\_\_\_\_, and Bidding Information, Instructions, Requirements and Conditions. You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_ for collection of the City of Kent facilities trash collection and that you are the City's exclusive residential trash collector as described in the specifications.

The following items shall be executed prior to the Notice of Award:

- Notarized Listing of Company Officials
- Noncollusion Affidavit
- Delinquent Personal Property Tax Affidavit

You are required to execute and submit the following items within 10 days of Notice of Award:

- The CONTRACT
- Ohio Workers' Compensation Certificate
- Performance and Payment BONDS
- Certificates of Insurance
- Listing of All SubContractors
- W-9 Tax Information Form

You are required to execute and submit the following items within 5 days of Contract Execution:

- Schedule of Values
- Progress Schedule

If you fail to execute said CONTRACT and to furnish said BONDS within 10 days from the date of this NOTICE, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER 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 OWNER within five (5) calendar days of the date issued.

Owner: THE CITY OF KENT Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Public Services

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_, 2008.

By \_\_\_\_\_ Title \_\_\_\_\_

**NOTICE TO PROCEED**

Bid Identification: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

Date: \_\_\_\_\_

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

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 200, on or before C\*17, and you are to complete the WORK within C\*16 consecutive calendar days thereafter. The date of completion of all WORK is therefore C\*15.

Owner: City of Kent

By \_\_\_\_\_  
Title: Director Of Public Service

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

**CHANGE ORDER**

Order No. \_\_\_\_\_

Page No. \_\_\_\_\_ of \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_.

Agreement Date: \_\_\_\_\_, \_\_\_\_\_.

NAME OF PROJECT: 2009 CITY OF KENT - CITYWIDE RESIDENTIAL TRASH COLLECTION

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 0.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER. \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by \$ 0.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 0.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all WORK will be \_\_\_\_\_, \_\_\_\_\_.

By execution of this Change Order, the Contractor acknowledges that this Change Order adequately compensates the Contractor for any and all claims including, but not limited to, those relating to extra work, differing site conditions and/or delays, whether known or unknown, which the Contractor has or may have on the date hereof.

2009 CITY OF KENT TRASH COLLECTION CONTRACT

Order No. \_\_\_\_\_

Page No. \_\_\_\_\_ of \_\_\_\_\_

It is mutually agreed that this change will in no way alter any other provisions of the Contract and will not serve as a basis for any additional claims for compensation except for the amount set forth in this Change Order.

Requested by: \_\_\_\_\_, \_\_\_\_\_  
Title

Ordered by: \_\_\_\_\_, Director of Public Service  
Title

Approved by: \_\_\_\_\_, \_\_\_\_\_  
(Owner / Contractor) Title