

**BOARD OF TRUSTEES OF  
PUBLIC AFFAIRS  
VILLAGE OF LORDSTOWN  
RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL  
DECEMBER 2020**

200933

**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Lordstown Board of Trustees of Public Affairs (BPA) will accept sealed bids properly marked, "Bids for Residential Solid Waste Collection and Disposal". All bids must be submitted to the Village of Lordstown BPA Clerk's office, 1455 Salt Springs Road, Lordstown, Ohio 44481 no later than 2:00 P.M. on January 14, 2021 at which time they will be publicly opened and read in the Village council Chambers.

The general scope of this project consists of collecting solid waste at up to approximately 1,200 residential locations. There is also an option to include recycling services. Length of contract shall be for five years.

All bids must be accompanied by a cashier's check or irrevocable letter of credit in the amount often (10%) percent of the total bid or bid bond in the amount of one hundred (100%) percent of the total bid.

Copies of specifications are available at the Village of Lordstown 1455 Salt Springs Rd. Warren, Ohio 44481 for anon-refundable fee of \$50.00. Requested copies via mail will include an additional Twenty-five Dollar (\$25.00) per set charge for postage and handling. Checks shall be made payable to Lordstown Water & Sewer Department.

A pre-bid meeting shall be held on Friday January 8, 2021 at 1:00 P.M. in the Village Council Chambers located in the Village Municipal Building, 1455 Salt Springs Road, Lordstown, Ohio 44481.

The BPA reserves the right to reject any or all bids and also the right to waive any informalities in the bids and to accept any proposal deemed most favorable to the BPA.

By Order of Lordstown Board of Trustees of Public Affairs

Cindy Slusarczyk, Clerk

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## TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	i
Officials Page	ii
Advertisement for Bids/Public Notice to Bidders	iii
Table of Contents	iv
<b>SECTION 1</b> <u>BID DOCUMENTS AND BID FORMS</u>	
Instructions to Bidders	BD.1 - BD.7
<b><u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u></b>	
Form of Non-Collusion Affidavit	BF.1
Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
Experience Record	BF.4
Insurance Agent Affidavit	BF.5
Bid Security	BF.6
Proposal Forms	BF.7 - BF.11
<b>SECTION 2</b> <u>CONTRACT FORMS</u>	
Notice of Award	CF.1
Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 - CF.3
Contract Bond(s), Certificates of Insurance & Worker's Comp.	CF.4
Delinquent Personal Property Statement	CF.5
Notice to Proceed	CF.6
Findings for Recovery & Notifications	N.1
<b>SECTION 3</b> <u>GENERAL CONDITIONS AND SPECIFICATIONS</u>	1 - 13

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*SECTION 1*  
*BID DOCUMENTS AND BID FORMS*

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## INSTRUCTIONS TO BIDDERS

### PART 1      GENERAL

- 1.1      Sealed bids shall be received by the Village at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2      Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3      Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Village.
- 1.4      Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5      Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6      All names must be typed or printed below the signature.
- 1.7      The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8      If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Village before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9      After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

### PART 2      EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1      Before submitting a bid, each Bidder must
  - A.      Examine the Contract Documents thoroughly.
  - B.      Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
  - C.      Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
  - D.      Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### PART 3 ESTIMATED USERS

- 3.1 The quantity of users are approximate only and the bidders are hereby notified that the estimated quantity of users made by the Engineer are merely for the guidance of the Village in comparing on a uniform basis all bids received for the work.

- 3.2 The Village estimates the maximum number of Residential Units to be initially serviced under the Contract is 1,500. The number of units requiring each type of service is estimated as follows:

General Curbside Residential	1,200
General "At the Door" Residential	5
Bag Service (Low Volume Solid Waste) Residential	25

- 3.3 The Village makes no representation as to the reliability of its estimates for Residential Units, the number of units requiring each type of service, or the number of units which may request service.

- 3.4 The number of users described above are for bidding purposes to enable an evaluation of bids. The actual number of users in the program and the number for each type of service will not be known until residents have responded to the "Type of Service" letter after contract execution.

### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Village reserves the right to request lists of equipment or tools available for the project including sources.

- 4.3 Bidder shall provide pertinent information to the Village relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Village shall assume that any such suits or liens do not exist.

- 4.4 Bidder shall provide proof that any final disposal site is fully licensed by the State of Ohio and certified by the Environmental Protection Agency.

## PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Village to be performed by the Bidder.
- 5.2 The Village reserves the right to approve all subcontractors proposed by the Bidder. If the Village, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Village does not make written objection prior to award of contract, shall be deemed acceptable to the Village.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Village's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

## PART 6 BID REVIEW BY VILLAGE

- 6.1 The Village reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.
- 6.2 In evaluating bids, the Village may consider:
  - A. The qualifications and experience of the Bidder, proposed subcontractors.
  - B. Whether or not the bid package complies with the prescribed requirements.
  - C. Any other matter allowed by law or local ordinance or resolution.
- 6.3 Village may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Village's satisfaction within the prescribed time.
- 6.4 Village reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Village's satisfaction.
- 6.5 The Contract award shall be based on the lowest and best bid for the base bid and selected alternate items (if any) for this project.

## PART 7 BID SECURITY

- 7.1 The amount bid shall be the total contract amount for the first year of the contract based upon the potential number of households in the proposal for all the bid items.

Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Village. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond may be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Village and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Village as damages.

- A. If the Village awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Village for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Village does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Village for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.

- 7.4 Checks or letters of credit for bid security of all bidders except the three lowest responsive and responsible Bidders will be returned within ten (10) days after opening bids. The checks or letters of credit of the three remaining bidders will be returned within 48 hours after the contract has been executed by the Village. Replacement bonds meeting contract requirements may be substituted for checks or letters of credit at any time following bid opening. Bonds will not be returned unless requested by the Contractor.



## PART 8 PERFORMANCE BOND AND PERFORMANCE CASH DEPOSIT

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Village shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
  - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the annual Contract Price based on the potential customer base quantities in the bid proposal.
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 Nothing in the performance of the Engineer's service to the Village in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.
- 8.4 In addition to the Contract Bond, the successful bidder shall also be required to post a five thousand dollar (\$5,000.00) Performance Cash Deposit. The Performance Cash Deposit shall be available to the Village for payments of amounts due for clean-up services rendered by the Village as provided in Paragraph 3.04 of the General Specifications. The unused portion of the deposit will be refunded to the contractor 30 days after completion of the contract.

## PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Village's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Village said contract documents including any certifications, certificates, deposits, and/or additional bonds required by the contract.
- 9.2 The Village shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Village and the Successful Bidder, this 60-day period may be extended.
- 9.3 The date of the Village's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Village shall execute and deliver to the successful Bidder one set of fully executed contract documents.

## PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Village prior to execution of the Contract.
- 10.2 The Village shall be listed as additional insured.
- 10.3 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Village.

## PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Village or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Village, including but not limited to the head of any department, any employee, or any other official or officer of the Village, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Village, including but not limited to the head of any department, any employee, or any other official or officer of the Village, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Village, including but not limited to the head of any department, any employee, or any other official or officer of the Village, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.
- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Village reserves the right to reject the bid of those concerned.

#### PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder after the award of the Contract.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

#### PART 13 ORIGINAL DOCUMENTS

- 13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

#### PART 14 BASE BID AND ALTERNATES

- 14.1 The Base Bid for this project consists of the collection and disposal of residential solid waste. The scope of the Base Bid requires the Contractor to perform the billing to each resident on a frequency not more than monthly, but at least quarterly. All collections of past due accounts are the responsibility of the Contractor.

- 14.2 Each Alternate contains the same scope as the Base Bid with the modifications described below:

Alternate No. 1: Add recycling services to the weekly performance requirements and to the billing responsibility.

Alternate No. 2: Delete billing, invoicing and collecting on past due accounts from the Contractor's scope of work.

Alternate No. 3: Add recycling to the Contractor's weekly performance requirements and delete the responsibility for billing, invoicing and collecting on past due accounts.

- 14.3 The Village will select the best and lowest option among the Base Bid and the three Alternates for awarding a Contract. Options that require the Contractor to administer the invoicing might be higher than those requiring the Village to perform those tasks. However, the opportunity costs and other internal expenses may negate any perceived savings for the Village to self-perform the invoicing.

END OF SECTION 12/2020

# **BID FORMS**

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Bidders.

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*SECTION 3*  
*GENERAL CONDITIONS*  
*AND SPECIFICATIONS*

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# RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

## **GENERAL CONDITIONS AND SPECIFICATIONS**

### 1.0 **DEFINITIONS**

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 Village
- 1.05 Construction Debris
- 1.06 Containers
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Producer
- 1.14 Recyclable Materials
- 1.15 Residential Refuse
- 1.16 Residential Solid Waste
- 1.17 Residential Unit
- 1.18 Rubbish
- 1.19 Senior Citizen Household

### 2.0 **SCOPE OF WORK**

### 3.0 **TYPE OF COLLECTION**

- 3.01 Service Provided
- 3.02 Location of Containers, Bags and Bundles for Collection
- 3.03 Returning Containers
- 3.04 Clean-up
- 3.05 Collection of Recyclable Material

### 4.0 **OPERATION**

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal
- 4.09 Notification
- 4.10 Point of Contact

- 5.0 COMPLIANCE WITH LAWS
- 6.0 EFFECTIVE DATE
- 7.0 NONDISCRIMINATION
- 8.0 INDEMNITY
- 9.0 LICENSES AND TAXES
- 10.0 TERM
- 11.0 INSURANCE
- 12.0 BASIS AND METHOD OF PAYMENT
  - 12.01 Rates
  - 12.02 Delinquent and Closed Accounts
- 13.0 TRANSFERABILITY OF CONTRACT
- 14.0 EXCLUSIVE CONTRACT
- 15.0 OWNERSHIP
- 16.0 GEAUGA/TRUMBULL SOLID WASTE DISTRICT MANDATES
- 17.0 SPECIAL COLLECTIONS AT REQUEST OF HEALTH DEPARTMENT
- 18.0 ANNUAL REPORTING

## GENERAL CONDITIONS AND SPECIFICATIONS

### 1.0 DEFINITIONS

- 1.01 Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents not to exceed 35 lbs.
- 1.02 Bulky Waste - Stoves, refrigerators, air conditioners, water tanks, washing machines, furniture and other bulky waste materials other than construction debris or dead animals, with weights or volumes greater than those allowed for containers, or bags.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three (3) feet in length or 35 lbs. in weight.
- 1.04 Village – Village of Lordstown, Ohio
- 1.05 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations
- 1.06 Containers – A receptacle with the capacity up to 96 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base.
- 1.07 Contract Documents – The request for proposals, Instruction to proponents, Contractor’s Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Village and the Contractor.
- 1.08 Contractor – The person, corporation or partnership performing refuse collection and disposal under contract with the Village.
- 1.09 Dead Animals – Small domestic animals, weighing no more than 30 pounds that have expired from any cause.
- 1.10 Disposal Site – A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of residential solid waste (including dead animals) by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.



- 1.11 Garbage – Any and all dead animals except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); *except* (in all cases) any matter included in the definition of bulky waste, construction debris, hazardous waste, or rubbish.
- 1.12 Hazardous Waste – Any chemical, compound mixture, substance or article which is designated by the United States to be “Hazardous” as that term is defined by or pursuant to Federal or State Law.
- 1.13 Producer – An occupant of a residential unit who generates refuse.
- 1.14 Recyclable Materials – For the purpose of this agreement, recyclable materials will include newspapers (including advertisements and magazines), glass bottles, glass jars, aluminum beverage containers, bi-metal containers, HDPE #1, HDPE #2, chipboard and corrugated cardboard.
- 1.15 Residential Refuse – All garbage and rubbish generated by a producer at a residential unit.
- 1.16 Residential Solid Waste – Residential refuse, bulky waste, and construction debris generated at a residential unit.
- 1.17 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- 1.18 Rubbish – All waste wood products, tree, shrub and brush trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, garbage or hazardous waste.
- 1.19 Senior Citizen Household – A household of two or less members where one member is 65 years of age or older and no member has earned income.

## 2.0 SCOPE OF WORK

The work under this contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

## 3.0 TYPE OF COLLECTION

### 3.01 Service Provided

- A. Contractor shall provide curbside collection service for the collection of residential waste to each residential unit at least one (1) time per week. Contractor shall provide curbside recycling service for the collection of recyclables to each residential unit at least every other week. Containers, bags, and bundles shall be placed at curbside by 11:00 P.M. Residents may place solid waste in containers, bags and/or bundles for either of the three types of pick up services provided by the contractor. Collection times/routes should not interfere with school busing times/routes.
- B. The contractor shall provide for the special collection from residential units of bulky waste and construction debris. Contractor is responsible for removing appliances if Freon has been removed and labeled according to the prevailing Freon removal standards. Contractor is not responsible for removing Freon. The cost of same being included in the unit prices bid. Also, the contractor shall provide for the special collection of dead animals at residential units upon such terms as contractor shall specify, the cost of same shall be included in the unit prices bid in the proposal.
- C. The contractor shall provide for the collection of residential solid waste, but not hazardous waste from all residential units within the Village.
- D. The contractor shall also provide a weekly pick-up of solid waste and recycling (if Alternate 1 or Alternate 3 is awarded) from the following locations owned and operated by the Village for the Lump Sum price bid.
  - Administration Complex, 1455-1495 Salt Springs Rd.=1 dumpster
  - Fire/Police Complex, 1585-93 Salt Springs Rd.=1 dumpster
  - Village Park, 6001 Tod Ave.=1 dumpster
  - Any new Village owned property

Each of these sites requires a “dumpster” for solid waste and appropriate recycling containers.

- E. The contractor may provide residents an option of renting solid waste containers for residential pick-up. Otherwise, the Contractor is expected to collect and dispose of residential solid waste within containers provided by residents or bags.

F. The residential service categories for this Contract are defined as follows:

- General Curbside - This category of service includes the collection and disposal of residential solid waste and recyclable materials (if awarded), as defined in these general conditions and specifications. The resident shall be responsible for placing containers and/or bags at the curbside (or roadside).
- General “At-the-Door” - This is the same as General Curbside except the Contractor shall collect all residential solid waste and recyclable materials (if awarded) from the door selected by the resident.
- Bag Service (Low Volume Solid Waste) - Some residential units generate smaller than normal amounts of solid waste. The scope of this category is the same as General Curbside except the total volume per pic up shall not exceed 32 gallons in bags or bags inside containers. This service still includes the occasional removal of bulky waste and construction debris.
- Bag Service shall have no curbside recycling.

### 3.02 Location of containers, bags and bundles for collection

Each container, bag, and bundle shall be placed at curbside for collection, except where “at the door” collection is provided. Curbside refers to the portion of the right-of-way adjacent to paved or traveled Village roadways. Containers, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any residential refuse not in a container, bag or bundle.

### 3.03 Returning Containers

All collection containers shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, said container shall be placed upside down at the location from which it was removed. In no case shall any container be placed within five (5) feet from the edge of the traveled roadway to prevent road hazards.

### 3.04 Clean-up

The Contractor shall immediately pick-up or sweep up and remove any materials the Contractor spills during collection. The Contractor is also responsible, for the cleanup of all hydraulic or other fluids from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no event, later than eight (8) hours or the end of the collection day, whichever comes first. In the event the Contractor fails to adequately perform a cleanup required pursuant to this Section, the Village shall have the right, but not the obligation, to perform

such services using Village employees or subcontractors and to recover the cost thereof pursuant to Part 8 of the Instruction to Bidders.

### 3.05 Collection of Recyclable Material – Alternate 1 and Alternate 3

Contractor shall collect all commingled recyclable materials weekly that are separated from solid wastes from all residences as indicated on the bid form. Collection shall occur on the same collection day as solid waste collection.

Ownership of any recyclable material that is collected by the Contractor is established upon possession by the Contractor, and neither the person placing that property at the roadside for collection or the Village shall have any right, title, or interest in or to any such recyclable material at any time after collection by the Contractor.

For the purposes of this Agreement, “Recyclable Materials” includes, but is not limited to newspapers (including advertisements and magazines), glass, aluminum containers, bimetal containers, HDPE #1 and #2, chipboard and corrugated cardboard.

Recyclables shall be placed curbside in 96 gallon cart containers provided by the Contractor to the residents of the Village of Lordstown. Contractor is responsible to replace containers that are lost or destroyed during the term of the Contract at Contractor’s expense within one week of notice that a replacement container is required.

All recyclable materials collected by the Contractor shall be recycled and none of the recyclable materials collected by the Contractor shall be disposed. Recyclable materials commingled in a collection container with solid wastes that are not identified in the listing of recyclable materials shall not be collected by Contractor. Contractor shall leave a completed form in the collection container explaining the reason the recyclable materials or other commingled solid waste were not collected.

Contractor shall distribute information on the recycling program and the recyclable materials collected to the residences in the Village of Lordstown. Information that is distributed shall be first approved by the Village.

## 4.0 OPERATION

4.01 Hours of Operation – Collection of refuse may start at 11:00 P.M. the night prior to collection day and end at 6:00 P.M. on collection day. Exceptions to collection hours shall be affected only upon mutual agreement of the Village and the Contractor, or when, Contractor reasonably determines that an exception is necessary in order to complete the collection on an existing route due to unusual circumstances.

- 4.02 Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Village for their approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village for approval changes in the routes or days of collection, which approval shall not be unreasonably withheld. Upon the Village’s approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected residential units.
- 4.03 Holidays - The following shall be holidays for purposes of this contract:
- New Years Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no way relieves Contractor of his obligation to provide collection service at least once a week. Collection shall be made the next calendar day.
- 4.04 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24-hours after the complaint is received. The Contractor shall provide the Village a quarterly report describing the complaints and the actions taken to resolve the issue.
- 4.05 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services with light. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. The vehicle shall be subject to approval of the Lordstown Police Department and shall be designed to prevent any dripping of the contents on the street, and also constructed in such a manner that the contents thereof shall be completely enclosed when said vehicle is not being loaded or unloaded and while enroute to the disposal point.
- 4.06 Office – The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 4:30 P.M. on regular collection days.
- 4.07 Hauling – All refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.
- 4.08 Disposal – All refuse collected for disposal by the Contractor shall be hauled to a fully licensed disposal site. The charge for disposal shall be included in the rate

set forth in the proposal for each residential unit serviced by the Contractor. Site shall be approved by the State or Certified Board of Health in the District.

4.09 Notification – The Contractor shall notify all producers about complaint procedures, rates, regulations, and day(s) for scheduled refuse collection as approved by the Board of Public Affairs.

4.10 Point of Contact – All dealings, contacts, etc., between the Contractor and the Village shall be directed to the Clerk of the Village Board of Trustees of Public Affairs (BPA) and by the Village to the Contractor’s supervisor at the office maintained pursuant to paragraph 4.06 above.

4.11 All removal of recyclable materials shall occur on the same day as removal of residential solid waste.

4.12 Each residential unit and Village owned facility shall receive solid waste (and recycling if part of contract) collection and disposal services once per week.

## 5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Village on the subject.

## 6.0 EFFECTIVE DATE

This contract shall be effective upon the execution of the contract and performance of all preparations for collection shall begin within three business days of full contract execution.

## 7.0 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## 8.0 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Village, its officers, agents, servants, and employee’s from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceeding, claims, demands, damages, costs, expenses and attorneys’ fees arising out of willful or negligent act or omission of the Village, its officers, agents, servants, and employees.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Village.

10.0 TERM

The Contract shall be for a five (5) year period. The contract may be extended for up to two (2) additional years, upon the same terms and conditions, if the parties mutually agree in writing prior to the end of the current contract.

If the Contractor does not meet the performance criteria of this contract, the Village may terminate this agreement with 90 days advance written notification to the Contractor.

11.0 INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect Employer’s Liability, Worker’s Compensation, Public Liability and Property Damage Insurance, including Contractual Liability coverage for the provisions of Section 8. All insurances shall be by insurers and for policy limits acceptable to the Village BPA and before commencement of the work hereunder the Contractor agrees to furnish the Village certificates of insurance to the effect such insurance has been procured and is in force.

In the event of cancellation or non-renewal affecting the certificate holder, thirty (30) days prior to written notice will be given the certificate holder.”

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>	
Workers Compensation/Liability	Statutory	
Manufacturer’s & Contractor’s Liability	\$2,000,000	\$2,000,000
Bodily Injury	Each Person	Each Accident
Manufacturer’s & Contractor’s Liability		
Property Damage	\$2,000,000 Combined Single Limit	
Automobile Liability (Covering all automobiles, trucks and other automobile equipment owned or rented by the Contractor, including the loading and unloading thereof)		
Bodily Injury and Property Damage	\$5,000,000 Combined Single Limit	

## 12.0 BASIS AND METHOD OF PAYMENT

### 12.01 RATES

- A. For collection and disposal services required to be performed hereunder, the charges shall not exceed the rates as fixed by the contract.
- B. The solid waste and recycling collection charges hereunder shall include all disposal and related costs and fees.
- C. For “Bag Service” only, the Contractor may, at its opinion, elect to acquire bags from a supplier of its choice and attempt to market such bags to residential units.
- D. If the Base Bid or Alternate 1 is awarded, the Contractor shall invoice residents on a frequency not more than monthly, but at least quarterly.
- E. First year of contract: The unit prices bid for the various items shall be the rate charged and shall be prorated monthly or quarterly depending on billing cycle.

Second year of contract: The unit price charged shall be the bid prices utilized for the first year of the contact multiplied by an adjustment factor based on the U.S. Department of Labor, Bureau of Labor Statistics (BLS) Transportation Price Index for All Urban Consumers (TPI-U) for the U.S. City Average for All Items, 1982-84=100”–for the preceding 12 months and calculated as follows:

	Example data
TPI-U for June 2019	221.9
Less TPI-U for June 2018	214.6
Equals index point change	7.3
Divided by previous period TPI-U June 2018	214.6
Equals annual increase	0.034
Add annual increase to 1.000	1.000 + 0.034
Equals Increase Factor	1.034
Multiply first year unit price times the Increase Factor	\$200/year X 1.034
Equals Revised Unit Price for second year of contract	\$206.80/year

Subsequent years shall be calculated in like manner.

If the contract is extended beyond the initial contract period, the Unit Price shall be subsequently increased each year in like manner as described above.



## 12.02 DELINQUENT AND CLOSED ACCOUNTS

The Contractor shall discontinue collection service at any residential unit for non-payment and shall resume collection on the next regularly scheduled collection day following payment. The Contractor shall not bill the Village for any invoices not paid by residential units. Collection of unpaid invoices is the responsibility of the Contractor.

## 12.03 VILLAGE OWNED FACILITIES

The Contractor shall invoice the Village on a monthly basis for collection services at all Village-owned facilities.

## 13.0 TRANSFERABILITY OF CONTRACT

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Village, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

Information on support of the request for approval of the assignment must be submitted to the Village at least 30 days prior to the effective date of any proposed assignment.

In the event the Village approves the assignment, the assignee shall comply with all obligations of this contract prior to commencing operations hereunder.

## 14.0 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive privilege to provide solid waste collection and disposal services within the corporation limits of the Village from residential units; however, excepting therefrom any existing residential units currently under contract with commercial haulers for removing waste contained in large commercial/retail size dumpsters. Residential units must provide proof to the Contractor and the Village of current commercial dumpster service contracts.

Within the Village of Lordstown, there exists (i) one trailer park with approximately 300 residential units, (ii) approximately three apartment building complexes with approximately 50 residential units, and (iii) one condominium complex with approximately 10 residential units. Waste collection and disposal service shall be made available to each of these residential developments; however, should any of said residential developments wish to contract with another waste collection and disposal contractor, they will not be required to utilize the services of Contractor.

The Contractor shall be responsible for determining which of the three types of service each resident desires. Upon receipt of a Notice-to-Proceed, the Contractor shall submit, within three business days, a draft "Type of Service" letter to be sent to all residents. The letter shall announce an informational meeting for all affected residents. The time and date shall be selected by the Village. The Contractor's Project Manager shall attend said meeting and assist

the Village with information on the collection program and resident concerns and questions. Upon approval of the BPA, the Contractor shall mail the "Type of Service" notice to all residents. The Contractor shall have no more than 45 days from the Notice-to-Proceed to determine the type of service desired by the residents.

#### 15.0 OWNERSHIP

Title to solid waste shall pass to the Contractor when placed in contractor's collection vehicle, removed by Contractor from a container, or moved by Contractor from the customer's premises, whichever last occurs.

#### 16.0 GEAUGA/TRUMBULL SOLID WASTE DISTRICT MANDATES

The Contractor shall adhere to any mandates set forth in the Geauga/Trumbull Solid Waste Plan, at no additional cost during the existence of this contract

#### 17.0 SPECIAL COLLECTION AT REQUEST OF THE HEALTH DEPARTMENT

In the event the Trumbull County Board of Health and/or the zoning inspector of the Village of Lordstown finds that a nuisance or health hazard exists due to the accumulation of residential solid waste at a residential unit, the Contractor will be required to collect and dispose of said solid waste, at no cost to the Village, upon the request of the Trumbull County Health Department and/or the Village of Lordstown.

#### 18.0 ANNUAL REPORTING

The Contractor shall provide a year-end annual report for each year of the contract. It shall be due within 30-days of the end of the reporting year. At a minimum, the report shall include a month-by-month collection accounting of the tonnage (or volume) of residential refuse, bulky waste, construction debris, and, if awarded, recyclables.

#### 19.0 STRIKE OR FAILURE TO PERFORM

In the event of a strike by, or which affects the employees of the contractor or failure of the contractor to perform according to the conditions of this contract, the Village reserves the right to make arrangements for the immediate collection and disposal of residential solid waste. The cost of this interim service shall be paid by the contractor and may be deducted from any amounts owed or result in forfeiture of the performance bond.

#### 20.0 CONTAINER REPLACEMENT

The Contractor shall be required to provide policy and procedure for complaints regarding any container (garbage cans) that may be damaged by the employees of the Contractor during the course of collection.