

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

**CITY OF CORTLAND
RESIDENTIAL SOLID WASTE
AND CURBSIDE RECYCLING**

**BID OPENING AT 11:00 A.M.
JUNE 28, 2018**

NOTICE TO BIDDERS

**BIDS SHALL BE MADE ON THE FORMS PROVIDED HEREIN. THESE FORMS SHALL
REMAIN ATTACHED ON THE BIDDING MANUAL. THE ENTIRE MANUAL SHALL BE
SEALED AND RETURNED AS PER THE "INSTRUCTIONS TO BIDDERS"**

PREPARED BY CITY OF CORTLAND, JUNE 2018

CORTLAND CITY COUNCIL

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SECTION A

ADVERTISEMENT FOR BIDS

June 4, 2018

Youngstown Vindicator

Please publish the following legal ad one time on June 7th, 2018 and one time on June 14th, 2018.

**City of Cortland
Bids for the Collection and Disposal of
Residential Solid Waste & Curbside Recycling**

Sealed proposals will be received at the City of Cortland Administration Building, – 400 North High St., Cortland, Ohio 44410 until 11:00 A.M. on Thursday June 28th, 2018 for the collection and disposal of residential solid waste and curbside recycling.

Specifications are available at Cortland Administration Building – 400 N. High St., Cortland, Ohio 44410 – contact Don Wittman at 330-637-4637.

The City of Cortland reserves the right to accept or reject any or all proposals.

By direction of council 05/21/2018

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF CORTLAND, OHIO

Instruction to Bidders

1. RECEIPT AND OPENING OF BIDS: The City of Cortland (hereinafter called the "OWNER"), invite bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Clerk of Council for the City of Cortland until 11:00 A.M. on Thursday, June 28th, 2018 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Council Clerk – City of Cortland at 400 North High Street, Cortland, Ohio 44410 designated as bid for the:

Residential Solid Waste and Curbside Recycling

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID: Each bid must be submitted on the prescribed forms contained in this document. Omission of one of the required forms shall be cause to reject the bid. The bid shall contain:
 - a. Proposal - Bid for Unit Price Contracts (Section C).
 - b. Bid Guaranty and Performance Bond - Section D OR: A bid guaranty of certified check, cashier's check, or letter of credit pursuant to Chapter 1305, *Ohio Revised Code*, equal to ten (10 percent) of the estimated annual cost of service, including any additive alternatives. This must be accompanied by the consent of Surety Form, Section D.
 - c. Bidders Affidavit (Section D).
 - d. Non-Collusion Affidavit (Section D).
 - e. The applicable acknowledgment of either a corporation, partnership or individual and of the principal (Section E).

All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Before award is made to a bidder not a resident of the State of Ohio, such bidder shall designate a proper agent in the State of Ohio on whom service can be made in the event of litigation.

3. BID GUARANTY: Each bid shall be accompanied by a bid guaranty in one of the following two forms in the amount of (\$45,000.00)forty five thousand dollars and zero cents:

a. BID GUARANTY - FORM 1 - A bid guaranty bond for the full amount of the bid, including all additive alternatives, conditioned to:

1. Provide that, if the bid accepted, the bidder will, after the awarding of the contract, enter into a property contract in accordance with the bid, plans, details, specifications, and bills of material, if for any reason, other than as authorized by Section 9.31 or 153.54 (G), *Ohio Revised Code*, the bidder fails to enter into the contract, and the OWNER awards the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the OWNER for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the bond, whichever is less. If the OWNER does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on his bond shall, except as provided in Section 153.54 (G), *Ohio Revised Code*, be liable to the OWNER for a penal sum not to exceed ten (10) percent of the amount of 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.
2. Indemnify the OWNER against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that his undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the OWNER.

The bond form shall be the City's Bid Guaranty and Performance Bond, and recovery of any claimant thereunder shall be subject to Section 153.01

to 153.60, *Ohio Revised Code*, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Bid Guaranty and Performance Bond Specifications provide the OWNER's requirements for said bond and its accompanying Power of Attorney form.

- b. BID GUARANTY - FORM 2: A bid guaranty of certified check, cashier's check, or letter of credit pursuant to Chapter 1305, *Ohio Revised Code*, equal to ten (10) percent of the estimates annual cost of service, including all additive alternates.

Such letter of credit shall be revocable only at the option of the OWNER.

All such guaranties shall be made payable to the OWNER.

The bid guaranty shall be conditioned to provide that if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material.

The Consent of Surety shall be completed if the bid guarantee is secured by certified check or cashier's check.

If for any reason, other than as authorized by Sections 9.31 or 153.54 (G), *Ohio Revised Code*, the bidder fails to enter into the contract, the OWNER will award the contract to the next lowest bidder, the bidder shall be liable to the OWNER for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the estimated annual cost of service, whichever is less. If the OWNER does not award the contract to the next lowest bidder, but resubmits the project for bidding, the bidder failing to enter into the contract shall, except as provided in Section 153.54(G), *Ohio Revised Code*, be liable to the OWNER for the penal sum not to exceed ten (10) percent of the amount of the estimated annual cost of service in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

If the bidder enters into the contract, the bidder shall, at the time he enters into the contract, file a performance bond for the amount of the contract to indemnify the OWNER against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking

shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the OWNER.

The Performance Bond shall be in substantially the form of the OWNER's Performance Bond, and recovery of any claimant thereunder shall be subject to Sections 153.01 to 153.60, *Ohio Revised Code*, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Performance Bond Specifications, provide the OWNER's requirements for said bond and its accompanying Power of Attorney form.

The certified check, cashier's check, or letter of credit filed with bids will be returned to the successful bidder upon filing of the performance bond described above.

c. GUARANTIES PAYABLE TO/BENEFIT OF/ISSUED BY: All FORM 2 bid guaranties shall be payable to the OWNER, shall be for the benefit of the OWNER or any person having a right of action thereon, and shall be deposited with, and held by, the OWNER. All bid guaranty and Performance Bonds shall be issued by a surety company authorized to do business in Ohio.

d. RETURN OF BID GUARANTIES: All checks and letters of credit will be returned to the unsuccessful bidders immediately after the contract is executed.

The check or letter of credit will be returned to the successful bidder upon his filing a satisfactory performance bond.

Bid guaranty bonds will be returned to unsuccessful bidders immediately after the contract is executed.

In the event all bids are rejected, all bonds, checks, letters of credit will be returned to the bidders immediately upon rejection of all bids.

4. SUBCONTRACTS: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the OWNER after verification by the HUD Area Office of the current eligibility status; and
- b. Must submit form HUD-950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form HUD-1422, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the OWNER unless and until the proposed subcontractor has

submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. TELEGRAPHIC MODIFICATIONS: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
6. QUALIFICATIONS OF BIDDER: The OWNER may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to the party preparing the bid package and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all perspective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. An addendum sent less than seventy two (72) hours notice will extend the bid opening by one (1) week. Failure of

any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract documents.

9. SECURITY FOR FAITHFUL PERFORMANCE: Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER. The bond shall be for 100 percent of the Contract price.
10. POWER OF ATTORNEY: Attorneys-in-fact who sign or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
11. NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the Contract documents and Specifications which deal with the following:
 - a. Insurance requirements
 - b. Wage rates
12. LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
13. METHOD OF AWARD - LOWEST QUALIFIED BIDDER: The Contract will be awarded to the lowest and most qualified bidder on the base bid as submitted in the proposal.
14. SAFETY STANDARDS AND ACCIDENT PREVENTION: With respect to all work performed under this contract, the Contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements 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.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person(s) to a hospital or doctor's care.

15. EXAMINATION OF SITE: Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
16. PERMITS: The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the Contractor.
17. SIGNATURE OF BIDDERS: The firm, corporate or individual name of the bidder must be signed in ink in space provided for the signatures on the proposed blanks. In the case of the corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as," or "sole OWNER." The bidder shall further state in his proposal the name and address of each person or corporation interested therein.
18. RIGHT TO ACCEPT OR REJECT PROPOSALS: OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof. OWNER reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received and to accept any bid which is deemed most favorable.
19. NON-COLLUSION AFFIDAVIT: The bidder will be required to submit a non-collusion affidavit in the form included in the proposal herein. This affidavit shall be dated and executed as part of this proposal.
20. PROGRESS SCHEDULE: Within ten (10) days after the award of the Contract to him or her, the Contractor shall submit a proposed program of operation, showing clearly how he or she proposes to conduct the work as to bring about the completion of his work within the time limit specified. This program shall outline the dates and time of collection of the residential solid waste and curbside recycling.
21. WAGE RATES: In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to

be paid shall be not less than such agreed wage rates, nor less than the minimum rates as provided by the U.S. Department of Labor. A copy of these prevailing rates of wages has been included in these Specifications.

22. SUBLETTING OF CONTRACT: The Contractor shall not sublet, sell, transfer, or assign any portion of the Contract without written consent of OWNER or its designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than 50 percent of the total Contract cost, except that any item designated in the Contract before computing the amount of work required to be performed by the Contractor with his own organization. No subcontract, or transfer of Contract, shall in any way release the Contractor of his liability under the Contract and bonds.
23. AFFIRMATIVE ACTION REQUIREMENTS: Each bidder, Contractor, or Subcontractor (hereinafter the Contractor) must fully comply with either Part I or Part II, as applicable, and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive, to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

24. REQUIRED INSURANCE: In accordance with the Specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract documents, shall at his or her own cost and expense purchase and maintain in force until final acceptance of this work, the forms of insurance of coverage listed below.

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with OWNER before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for OWNER's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the OWNER for its possession.

All policies as hereinafter required shall be so written that OWNER will be notified of cancellation or restrictive amendment at least ten (10) days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's Liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's Direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Property Damage Liability Insurance.

Item F - OWNER's Protective Bodily Injury Liability Insurance, naming the OWNER as insured.

Item G - OWNER's Protective Property Damage Liability Insurance, naming the OWNER as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.

Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property facilities, or facilities, or rights of way may be affected by the work to be done under this Contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above Items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards Coverage if so required by this Contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury Coverage (Items B, D, F, and H) shall be broadened by the inclusion of the terms "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), and the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property Damage Liability Insurance.

The Contractor shall provide Liability Insurance for the same amounts as provided for Items B and C during the period of one(1) year after the final acceptance of the project by

OWNER. The final acceptance date shall be the date the final estimate is paid to the Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Comprehensive General Liability Insurance: In an amount not less than \$1,000,000 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as "XCU."

Comprehensive Automobile Liability Insurance: In an amount not less than \$500,000 per person, \$1,000,000 per occurrence for Bodily Injury, and \$500,000 for Property Damage. Such coverage shall include all vehicles, owned, non-owned, and hired.

Builders Risk Insurance: All risk from including subsidence and theft of materials from the job site. Such coverage shall include all vehicles owned, non-owned, and hired.

25. REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions are noted inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
26. DEFAULTER: No Contract will be awarded to any bidder who is in arrears to said OWNER upon debt or contract, or who is a defaulter as surety or likewise upon any obligation to said OWNER.
27. COMPETENCY OF BIDDER: No award will be made unless the bidder shall furnish evidence satisfactory to the OWNER that he has the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract or several contracts and specifications.
28. OTHER PROHIBITED INTERESTS: No official of the OWNER who is authorized in such capacity and on behalf of the OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
29. BIDDER'S AFFIDAVIT: Each bidder is required to duly execute the affidavit at the end of the proposal stating that all statements and declarations made in the proposal are true to the best of his knowledge and belief.

30. DELINQUENT TAX AFFIDAVIT: The successful bidder shall be required to submit an affidavit, directed to the OWNER, and executed in duplicate, which affidavit shall conform to the requirements of Section 5719.042 of the *Ohio Revised Code*. The affidavit shall be completed within five (5) days of receipt and after the bid has been awarded.

31. IMPORTANT NOTICE TO ALL BIDDERS

This notice is intended to clarify the procedure in bidding and becomes a part of the Instruction to Bidders.

BIDS SHALL BE MADE ON THE FORMS PROVIDED HEREIN. THESE FORMS SHALL REMAIN ATTACHED TO THE BIDDING MANUAL. THE ENTIRE MANUAL SHALL BE RETURNED AND SEALED AS PER THE INSTRUCTIONS TO BIDDERS. ALL DOCUMENTS INCLUDED IN THE BIDDING MANUAL SHALL ALSO REMAIN AS ORIGINALLY ATTACHED.

(IT IS THE RESPONSIBILITY OF EACH BIDDER TO PROVIDE FOR HIS OWN COPIES).

SECTION C

PROPOSAL

BID FOR UNIT PRICE CONTRACTS

Place _____

Date _____

Project No. _____

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

To the: The City of Cortland
 400 North High Street
 Cortland, Ohio 44410
 (hereinafter called the OWNER)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Residential Solid Waste and Curbside Recycling having examined the Contract Documents and Specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the implementation of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to undertake the project 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.

Bidder hereby agrees to commence work under this Contract on the date specified in the contract and to provide the exclusive residential solid waste and recycling services for the three year contract period as stipulated in the Specifications.

Bidder acknowledges receipt of the following Addendum:

The undersigned, having full knowledge of the sites, Contract Documents and Specifications for the City of Cortland Residential Solid Waste and Curbside Recycling, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete all the work, according to the Plans, Specifications, and completion dates, and to accept the unit prices specified below for each item, as full compensation for the work called for in this proposal.

The above unit prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, and insurance to cover the finished work of the several kinds called for.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required and set forth in the General Conditions section. The bid security attached in the sum of Forty Five thousand Dollars and Zero Cents (\$45,000.00) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

FACILITIES: That he, she or they own and have available for immediate use on the proposed work the following plant equipment:

ABILITY: That he, she or they have performed the following work: (Give location, kind, size, or cost and reference to name and address of client or engineer):

FINANCIAL RESOURCES: That information relative to his, her or their financial resources can and may be obtained from the following: (Give name, business and address)

Upon request the bidder will be expected to amplify the foregoing statements as necessary to satisfy Trumbull County concerning his or her ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certificate and affirms that such bid is genuine and not collusive or sham; that said 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 person shall refrain from bidding, and 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 said bidder or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any bidder, or to secure any advantage against Trumbull County or any person interested in the proposed contract; and further, that such bidder has not directly or indirectly, submitted this to any association or to any member or agent thereof; and that no employee of said Trumbull County is interested directly or indirectly, in the bid or in any portion of the bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the

basis of such bid.

Signed this _____ day of _____, 20__.

FIRM NAME

(SEAL)

By: _____
(Signature of individual, partner, or officer signing the
Proposal)

(Seal required if Bidder
is a corporation)

Printed Name

Title

Address, State and Zip Code

If a partnership or corporation, give the name of all persons, or all officers of the Corporation with the address of each.

**BID FORM A - RESIDENTIAL SOLID WASTE COLLECTION/CURBSIDE
RECYCLING AND DISPOSAL**

Description: Item 1 – 3; Collect and dispose of three (3) 30-35 gallon containers, two (1) 30-35 gallon containers or one (1) 30-35 gallon containers per week per residential unit. Item 4; Available to low volume users (senior citizen, condominiums, other) Single Bag Special, bags to be purchased locally. Item 5; Additional charge per bag or container over and above the established one , two or three container limit.

All options to provide, collect and process of 1 - 18 gallon recycling container per week, per residential unit.

Unit prices bid as follows:

A-1. Contract Year #1

- 1. (1) container & recycling bin per week per residence \$ _____ per mo.
- 2. (2) container & recycling bin per week per residence \$ _____ per mo.
- 3. (3) container & recycling bin per week per residence \$ _____ per mo.
- 4. Single Bag Special \$ _____ per mo.
- 5. Additional charge per bag over limit \$ _____ each

A-2 Contract Year #2

- 1. (1) container & recycling bin per week per residence \$ _____ per mo.
- 2. (2) container & recycling bin per week per residence \$ _____ per mo.
- 3. (3) container & recycling bin per week per residence \$ _____ per mo.
- 4. Single Bag Special \$ _____ per mo.
- 5. Additional charge per bag over limit \$ _____ each

A-3. Contract Year #3

- 1. (1) container & recycling bin per week per residence \$ _____ per mo.
- 2. (2) container & recycling bin per week per residence \$ _____ per mo.
- 3. (3) container & recycling bin per week per residence \$ _____ per mo.
- 4. Single Bag Special \$ _____ per mo.
- 5. Additional charge per bag over limit \$ _____ each

Name of Bidder:

By:

Date:

BID FORM B

Residential yard waste collection and disposal

Bid Item 1. Description: Collect and dispose of yard waste in approved bags, on a monthly per residential unit or a per bag basis for each of the Bags shall not exceed (40) gallons in size each. Pickup shall be provided year round.

Christmas Tree collection and disposal shall be performed by the City with assistance of the Geauga-Trumbull Solid Waste District.

Unit prices bid as follows:

B-1. Contract Year #1

1. Weekly pickup per residence, unlimited \$ _____ per month.

B-2 Contract Year #2

1. Weekly pickup per residence, unlimited \$ _____ per month.

B-3 Contract Year #3

1. Weekly pickup per residence, unlimited \$ _____ per month

Name of Bidder:

By:

Date:

BID FORM C

Monthly rates to include the following:

C-1. Contract Year #1
Twice a year cleanup \$_____per mo.

C-2. Contract Year #2
Twice a year clean up \$_____per mo.

C3. Contract Year #3
Twice a year clean up \$ _____per mo.

Name of Bidder:

By:

Date:

SECTION D

BID GUARANTY AND PERFORMANCE BOND,
CONSENT OF SURETY, BIDDERS AFFIDAVIT,
NON-COLLUSION AFFIDAVIT, CONFLICT OF INTEREST,
CERTIFICATION OF COMPLIANCE

BID GUARANTY AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the _____
(Name and address of Contractor)

as Principal, hereinafter called Principal, and

(Name and full mailing address of Surety)

_____ as
Surety, hereinafter called Surety, are hereby held and firmly bound unto the City of Cortland, Ohio as Obligee in the penal sum of the dollar amount of the estimated annual cost of services in the bid submitted by the Principal to the Obligee on the ___day of _____, 20 ___ to undertake the Project known as: RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING . The penal sum referred to herein shall be the annual dollar amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) 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. 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 Principal has submitted a bid for the Project.

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, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) 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 (10) 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; if the Obligee accepts the bid of the Principal and the Principal within ten (10) days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, carrying forward, performing, or completing of said contract; we agreeing and assenting that undertaking shall be for the benefit of any material man 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.

Upon the execution of the proper contract specified herein, the said Bid Guaranty Bond shall constitute and be a Performance Bond as provided herein and in accordance with the statutes of the State of Ohio.

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 plans or specifications therefore shall in any wise effect the obligations of said Surety on its bond.

Signed this _____ day of _____, 20____.

PRINCIPAL

WITNESS OF PRINCIPAL

By _____ (1)

Title _____

SURETY

WITNESS OF ATTORNEY-IN-FACT

By _____
Attorney-in-Fact

(Complete mailing address)

(1) Signed by the same one or two officials who will be signing the Contract.

Facsimile signatures are not acceptable.

(This bond may be photocopied, but not retyped.)

BID GUARANTY BOND AND PERFORMANCE BOND SPECIFICATIONS

(An improperly executed Bond may result in a bid being rejected. Bidders should provide their Surety with these Specifications and the County's Bid Guaranty and Performance Bond form.)

The Bid Guaranty and Performance Bond shall be for the full amount of the bid, including all additive alternates, or combined bids, and executed exactly in accordance with the following specifications:

Bond shall be issued by a surety company authorized to do business in Ohio.

The bond form shall be the City's Bid Guaranty Bond.

No time limit for the instituting of suit shall be added to the bond form.

Identification of Project shall be listed on the Bond.

As Principal, the Bond shall be signed by the same one or two Officials authorized to sign the construction contract.

All signatures shall be original signatures. Facsimile signatures are not acceptable.

The Surety's Power of Attorney and authorization to do business in Ohio, shall be attached to the Bond.

POWER OF ATTORNEY SPECIFICATIONS

The amount of the Bond, or a sum in excess of that amount, must appear on the Power of Attorney form, to show that this is the amount for which the Attorney-in-Fact is authorized to sign the Bond or it shall be assumed that the Attorney-in-Fact has unlimited such authority.

All signatures shall be original signatures.

All dates shall be completed as indicated.

CONSENT OF SURETY

(TO BE COMPLETED IF CERTIFIED CHECK OR CASHIER'S CHECK IS USED)

(Name of Surety Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Bidder)

principal and _____, a corporation created and existing under the
(Name of Surety Company)

_____ are held firmly bound unto City of Cortland, Ohio, hereby jointly and severally and binding our heirs, successors, administrator, executors, legal representatives, and assigns by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the above-named principal submits the herewith proposal, for the construction of the Project known as RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING, in Trumbull County in conformance with the information for and instruction for and Instructions to Bidders, we the above-named Surety, will meet all stipulations and will execute the Surety Bond as hereinafter, to the above-named principal in the event he/she should be awarded a contract and in the amount One Hundred Percent (100%) of the total bid price for performing the Work and guaranteeing its performance in conformity with the plans and specifications to Trumbull County, Ohio.

WITNESS OUR SIGNATURES, this _____ day of _____, 20 ____.

ATTEST:

Witness

(Contractor - Principal)

ATTEST:

Witness

(Surety)

(Name and Title)

(Name of Surety Company)

BIDDER'S AFFIDAVIT
(This Affidavit is part of the proposal)

STATE OF

COUNTY OF

being duly sworn, deposes and says that he resides at

_____ that he is _____ who signed the
above

TITLE

Proposal or bid, that he was duly authorized to sign and that the bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the bid are true to the best of his knowledge and belief.

(AFFIANT)

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires

(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

_____ being first duly sworn, deposes and says that he is (Sole Owner, Partner, President, Sec., etc.) of the Party making the proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation, that such proposal is genuine and not collusive, or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a 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 anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Trumbull County, that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of 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, public official or employee, organization, 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

Title

Subscribed and sworn to before me this _____ day of _____, 20

NOTARY PUBLIC

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner of degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec. 102.03 (A)) will be admitted to any share or part hereof or to any benefit to arise here from.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts, subcontracts, exceeding \$100,000).

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agencies with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating facilities issued by the Environmental protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and section 309, and all regulations and guidelines issued there under.
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- 4) Agreement by the Contractor that they will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SECTION E

ACKNOWLEDGMENT OF A CORPORATION,
PARTNERSHIP OR INDIVIDUAL

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being duly sworn, did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that he signed his name thereto by like order.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT OF A CONTRACTOR IF AN INDIVIDUAL

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of the corporation described in and which executed the foregoing instruments; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL IF A FIRM OR PARTNERSHIP

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and to me to be one of the members of the firm of described in and who executed the foregoing instrument and he acknowledged to me that he/she executed the same as and for the act and deed of said firm.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally _____ came _____ and _____ appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY PUBLIC

My Commission expires

(Seal)

ACKNOWLEDGMENT BY SURETY COMPANY

STATE OF OHIO

)SS

COUNTY OF TRUMBULL

On this _____ day of _____, 20____, before me personally appeared _____ known, and known to me to be the _____ of _____, the Corporation described herein and which executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of said firm, and that he signed his name thereto by like order.

NOTARY PUBLIC

My Commission expires

(Seal)

SECTION F

CONTRACT, DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT,
CERTIFICATE OF OWNER'S ATTORNEY AND FISCAL OFFICER,
COMPLETION AFFIDAVIT

CONTRACT

THIS CONTRACT made as of the _____ day of _____ in the year 20_____, by and between The City of Cortland hereinafter called the OWNER and _____ hereinafter called the CONTRACTOR for the RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING .

WITNESSETH

WHEREAS, The City has advertised for bids according to and for the collection and removal of residential garbage, refuse, yard waste and curbside recycling.

WHEREAS, CONTRACTOR was lowest and best bidder agreeing to comply and fulfill the terms and specifications set forth by the City.

WHEREAS, the City Council has passed O- ____ -13 on the ____ day of _____, 2018 authorizing and empowering the Mayor to enter into a contract and/or agreement with CONTRACTOR for the exclusive right to collect and dispose of all garbage and refuse from each and every residential dwelling, duplex and condominium units and all others in accordance with the bid specifications.

NOW THEREFORE, in consideration of the mutual promises and provisions, hereinafter set forth, the parties hereto hereby understand and agree as follows;

- I. For the purpose of clarification, the following definitions and conditions are presented:

“Residential Unit” means a place of abode where a person or persons living separately or together as an independent family.

“Duplex” means the grouping together of two residential units under a common roof.

“Condominium Unit” means a part of the condominium property consisting of one or more rooms on one or more floors of a building and designated as a unit in the condominium declaration.

“Garbage” means all waste or offal of fish, fruit, vegetable and animal matter resulting from the preparation of food for human consumption from houses, including their original containers and miscellaneous waste resulting from housekeeping inclusive of paper products, glassware, dishes, rags, wood, leather, floor sweeping, all other waste products incidental and typical of residential wastes.

“Recyclables” means newspapers, glass, tin, aluminum, plastics and other designated recyclable materials.

“Residential Customer” means a household owner, occupant or occupants of a residential unit, duplex, condominium unit or other who receives garbage collection service.

- II. CONTRACTOR agrees to furnish all labor, material and equipment necessary for the collection and disposal of garbage and refuse, yard waste and recyclables as defined herein of residential households within the City of Cortland. Materials to be collected shall include the following:
 - A. All kitchen wastes including cans, bottles, household food, accumulation of animal food and vegetable matter attendant of the preparation, use, cooking and serving of food.
 - B. General Household trash and refuse including empty cartons, boxes, wrapping materials, newspapers and magazines and miscellaneous waste resulting from housekeeping inclusive of paper products, glassware, dishes, rags, wood, leather, floor sweeping, all other waste products incidental and typical of residential wastes.
 - C. Yard refuse, materials, including grass clippings, weeds, plants, other vegetation, bushes, brush clippings and branch clippings (no more than two inches in diameter) shall be collected.
 - D. Recyclables include co-mingled in a common recycling bin, newspaper, tin, aluminum, glass, plastic, and other designated recyclables.
 - E. The items that cannot be accepted at any time are as follows: tires, car parts, batteries, hot ashes, dirt, steel drums, explosives, gas cylinders, fluorescent bulbs, poison, paint, free flowing liquids, hazardous wastes, or any construction or demolition debris.
 - F. Twice a year clean ups shall include unlimited pick up of household solid waste except those items defined in paragraph E and shall include appliances that have had freon removed and properly tagged by a certified technician.
- III. The collection and disposal of the above items to be removed and disposed of on a regular weekly service shall be as follows:
 - A. CONTRACTOR will furnish a regular scheduled weekly collection service for residential customers in the City of Cortland using acceptable approved equipment, according to a schedule approved by the Mayor and City Council of Cortland.

- B. All garbage materials suitable for collection in the equipment shall be placed by residents at the curb location in the yard.
 - C. All materials shall be placed in regular, standard residential garbage containers no larger than 35 gallon capacity, or in large plastic trash bags except lawn waste too bulky to fit in containers.
 - D. Lids shall be kept on containers when placed outside for collection.
 - E. Items such as bundles of brush and branch cuttings shall be securely tied in bundles no longer than four feet in length.
 - F. Recyclables may be co-mingled in the designated recycling bin.
 - G. No residential dumpsters shall be contracted for under this contract except for construction, reconstruction or demolition purposes.
- IV. CONTRACTOR shall arrange for the sale of the “Single Bag Special” for low volume users at the Cortland City Building, 400 North High Street, Cortland, Ohio.
 - V. CONTRACTOR agrees to keep the City advised of changes in the their industry and shall schedule a meeting as needed with Council and Administration to be informed of such changes and trends.
 - VI. CONTRACTOR shall dispose of garbage and refuse at legally permitted landfills, and shall recycle at an approved facility. The City shall be informed of the location of each landfill and recycling center.
 - VII. The terms of this Contract shall be for a period of thirty six (36) months commencing September 1, 2018 and ending August 31, 2021.
 - VIII. The CITY agrees that the CONTRACTOR shall privately bill each residential customer at a rate per unit, per month, according to the unit bid rate.
 - IX. CONTRACTOR shall pay prevailing wages to any and all employees and further shall comply with any and all federal, state and local laws related to antidiscrimination and government regulations.
 - X. Either party may terminate this agreement (for cause) with ninety (90) days advanced written notice sent by certified mail by the terminating party to comply with the terms of this agreement.
 - XI. Ohio law shall govern the terms, covenants, and conditions of the agreement.

XII. The parties herein shall not be responsible for or liable on account of any inducements, promises, representations, of agreements not set forth herein for this Contract and the specifications attached and incorporated herein covers and contains the entire agreement between the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

By: _____

TITLE: _____

CITY OF CORTLAND

Owner

By: _____

James Woofter, Mayor

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES

O.R.C. 5919.042

STATE OF OHIO:

§:

TO: City of Cortland, Ohio

The undersigned, being first duly sworn, having been awarded a Contract by you for

hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Trumbull County, Ohio, and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above Contract, the above-statement is incorporated in said Contract as a covenant of the undersigned.

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the _____,

(Name & Address of Contractor)

as Principal, hereinafter called Principal, and _____

(Name & Address of Surety)

as Surety, hereinafter called Surety, are hereby held and firmly bound unto the City of Cortland, Ohio, as Obligee, in the penal sum of _____ Dollars (\$_____), 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 THIS OBLIGATION IS SUCH, that whereas the Principal did on the ____ day of _____, 20__, enter into a contract with the Obligee, for

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

NOW, if said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man, 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.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, or in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said Surety on its bond.

Signed this ____ day of _____, 20__.

WITNESS OF PRINCIPAL

PRINCIPAL: _____

Title: _____

WITNESS OF ATTORNEY-IN-FACT

SURETY: _____

Title: _____

(1) Signed by the same one or two Officials signing the contract. Facsimile signatures are not acceptable.

PERFORMANCE BOND SPECIFICATIONS

(Contractors are requested to provide their Surety with these Specifications and the County's Sample Performance Bond)

The Performance Bond shall be furnished in not less than the amount of the Contract awarded, and executed exactly in accordance with the following specifications:

Bond shall be issued by a surety company authorized to do business in Ohio.

The Performance Bond shall be substantially in the form of the County's Sample Performance Bond, which is in conformance with the requirements of Section 153.57 of the *Ohio Revised Code*.

No time limit for the instituting of suit under the Bond shall be contained in the Bond.

The Board of Trumbull County Commissioners is the Obligee of the Bond.

Date of Contract: Because the date of the contract is established as the date signed by the Trumbull County Commissioners, Surety may elect 1) to predate, or 2) permit the Clerk of the Commissioners to enter this date when the contract is signed by the Commissioners.

Identification of Project must be listed on the Bond.

The Bond shall be signed by the same one or two Officials signing the Contract.

All signatures must be original signatures. Facsimile signatures are not acceptable.

POWER OF ATTORNEY SPECIFICATIONS

The amount of the Bond, or a sum in excess of that amount, must appear on the Power of Attorney form, to show that this is the amount for which the Attorney-in-Fact is authorized to sign the Bond, or it shall be assumed that the Attorney-in-Fact has unlimited such authority.

All signatures must be original signatures. Facsimile signatures are not acceptable.

All dates shall be completed as indicated.

SECTION G
GENERAL CONDITIONS

CORTLAND, OHIO
GENERAL CONDITIONS

NOTE: The headings of the articles herein are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.

DEFINITIONS: (Sec. GC.01) Whenever in the Contract Documents the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

CITY OR OWNER: City of Cortland, Ohio, party of the first part to this contract.

DIRECTOR OF PUBLIC SERVICE: Director of the Department of Public Service City of Cortland, Ohio

FINANCE DIRECTOR: Director of Finance for City of Cortland, Ohio.

LAW DIRECTOR: The Legal Counsel for City of Cortland, Ohio.

CONTRACT: Agreement between the OWNER and the Contractor for provision of residential solid waste and curbside recycling.

CONTRACT DOCUMENTS: The documents covering the performance of the project, hereinafter defined, and payments therefor, including Notice to Bidders, Instructions to Bidders, Proposal, Bidder's Affidavits, Executed Contract, Performance/Payment Bond, Specifications, Plans, Addenda, and supplementary agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of contract.

PROJECT: The furnishing of all equipment, labor and disposal together with all appurtenances and all related work required to be performed under this Contract

SPECIFICATIONS: The Specifications, General Conditions, Specifications, and Item Specifications, Addenda and all written agreements made or to be made, pertaining to the method or manner of performing the work.

PROPOSAL: The prepared form furnished by the Owner properly filled in, executed and submitted as a bid for the performance of the work.

BIDDER: An individual, firm, partnership, or corporation, acting directly or through a duly authorized representative, legally submitting a Proposal.

CONTRACTOR: Party of the second part to this Contract, acting directly or through

agents or employees, and primarily liable for the acceptable performance of the Project and for the payment of all debts pertaining to the Project.

SURETY: The corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the Project and for his payments of all debts pertaining to the Project.

BOND: The performance/payment bond for the faithful performance of a contract, and for the payment of all laborers and material men, properly executed by the Contractor, as Principal, and the Surety Company as Surety.

AS DESIGNATED OR AS SHOWN: Has reference to information or directions indicated on the contract plans or in the specifications covering the construction of the improvements included in the Project.

APPROVED: The approval by the Engineer; unless otherwise specified, use of term "directed," "required," "permitted," or words of like import shall be considered as similarly defined.

NOTICE: Shall mean written notice, and service of same shall be accomplished as provided under Sec. GC.05, "Notice to Contractor," of the General Conditions of this Contract.

EXTENT OF CONTRACT: (Sec. GC.02) The notice to bidders, instructions to bidders, proposal, bonds, contract documents and specifications are, and shall be taken to be part of each contract. All work and materials mentioned in the specifications necessary for the completion of the work according to the true intent and meaning of the contract documents specifications shall be furnished, performed and done, as if the same were both mentioned in the specifications.

Should anything be omitted from the contract documents or specifications which is necessary to a clear understanding of the work, or should any error appear either in any of the various instruments furnished or in the work done by other contractors affecting the work included under this contract, the Contractor shall promptly notify the City of such omission or errors and, in the event of the Contractor's failure to do so, he shall make good any damage to or defect in his work caused thereby.

Each and every provision of law and clause required by law to be inserted in these contracts shall be deemed to be included therein, and the contracts shall be read and enforced as through such provisions or clause were inserted therein; and if through mistake or otherwise any such requirement of law is not inserted or is incorrect, then, upon the application of either party, the contract shall be physically amended forthwith to provide such insertion or correction.

OBLIGATION OF CONTRACTOR (Sec. GC.03) The Contractor shall, at his own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and with the contract drawings, furnish all the materials, labor, superintendence, tools, machinery and appliances of every kind necessary or proper for the purpose, and in a good substantial and workmanlike manner and within the time hereinafter specified, perform and complete the work required under this contract.

He shall complete the entire work to the satisfaction and approval of the Owner or its duly authorized representative, and shall accept in consideration thereof, and as full compensation therefor, the sum stipulated in the proposal for the work and materials named in the contract and proposal herein contained or hereto annexed, the said sum being the amount at which the contract therefor was awarded to the Contractor at the public letting thereof.

ABSENCE OF CONTRACTOR (Sec. GC.04) In the absence of the Contractor there shall at all times be a duly authorized representative on the work, who shall receive and execute all orders given by the City, and such orders so given to and received by said representative shall be deemed to have been given to and received by the Contractor.

NOTICE TO CONTRACTOR (Sec. GC.05) The residence or place of business given in the bid or proposal upon which the contract is founded is hereby designated as the place where all notices, letters and other communications shall be served, mailed to, or delivered. Any notice, letter or other communication addressed to the Contractor and delivered at the above-named place or deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor, and the date of mailing shall be the date of service. The place named may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Director and the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

COMPETENT WORKERS TO BE EMPLOYED (Sec. GC.06) The Contractor shall employ a qualified superintendent and only competent and skillful workers to do the work, and whenever the Director shall notify the Contractor in writing that any person on the work is, in his opinion, disobedient, incompetent, unfaithful, disorderly, disrespectful, or otherwise unsatisfactory, the Contractor, on receiving such notice shall forthwith dismiss such person and shall not again employ that person on any part of the work without the written consent of the Director.

LAWS AND ORDINANCES (Sec. GC.07) The Contractor shall keep himself fully informed of, and shall carefully observe and comply with all Federal, State, County and local laws, ordinances and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner, its Engineers, and all its officers, agents and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

LABOR: CONDITIONS AND EMPLOYMENT (Sec. GC.08) The provisions of this Contract as to hours, wages and employment shall apply with equal force to all workmen engaged in the performance of this contract, whether employed by the original Contractor or by any subcontractor.

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No persons under the age of sixteen (16) years, or whose age or physical condition is such as to make his employment dangerous to his

health or safety or to the health or safety of others, shall be employed on the project, provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mental defects shall be employed under this contract.

There shall be no discrimination by reason of race, creed, sex, color, national origin or political affiliations, in the employment of persons who are qualified by training and experience for such work.

The legal rights of all workers under this contract to organize and to bargain collectively, to be protected from the requirements to join a company union, and to enjoy freedom of expression and action with respect to wages, hours and conditions of labor shall not be infringed.

OVERTIME WORK (Sec. GC.09) Should the Contractor desire to operate his forces beyond the normal work week of five (5) eight (8) hour days, he may do so only with the written approval of the Director and with the Contractor's agreement to reimburse the Owner for overtime paid to the Resident Engineer, Inspectors and to extra Owner's operators and maintenance personnel assigned to the Project. Similarly, such reimbursement of overtime shall apply to any extended work period which is caused by the Contractor or for makeup time required to meet a progress schedule, or to reduce cut-over time in joining new construction to existing facilities which would cause suspension of the facilities operation.

WORKERS' COMPENSATION AND INSURANCE: (Sec. GC.10) The Contractor shall comply with the State law known as the Workers' Compensation Act, and shall pay into the State Insurance

Fund the necessary premiums required by the Act to cover all employees working on this contract and under the control of the Contractor, and shall relieve the Owner from any costs due to accidents or other liabilities mentioned in said Act. He shall also furnish at the time of delivery of this contract and at such other times as may be requested, the official certificate or receipt showing the payments previously referred to herein, and he shall furnish to the Owner proof as required that adequate compensation insurance is provided.

If the Contractor sublets any of the work on this contract, the subcontractor thereunder shall be required to procure and maintain, during the life of such subcontract, Worker's Compensation and Insurance for all of his employees engaged upon the work unless these are covered by the compensation insurance of the prime contractor.

Any class of employees engaged in work on this contract which is not covered by the Workers' Compensation Act shall be insured by the Contractor or his subcontractors under Employer's Liability Insurance and/or United States Longshoreman's and Harbor Worker's Compensation Act, and any other Act requiring coverage for liability under Admiralty or Federal Jurisdiction.

INDEMNIFICATION (Sec. GC.11) The Contractor shall indemnify and hold harmless the Owner, and their officers, representatives, agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in

whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their officers, representatives, agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

MEANS AND METHODS (Sec. GC.12)

a) The means and methods of construction shall be such as the Contractor may choose; subject, however, to the City's to reject means and methods proposed by the Contractor which will not produce performance in accord with the terms of the Contract.

b) The Engineer's approval of the Contractor's means or methods of performance or his failure to exercise his right to reject such means and methods, shall not relieve the Contractor of his obligation to accomplish the result intended by the Contract; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

c) The Contractor shall be solely responsible for means, methods, or both actually used. To diminish his liability the Contractor shall have the right to deny access to the work or parts of it to third parties at all times during construction except to third parties to inspect, certify, or observe it when required by law, or to those who require reasonable access to a particular part or parts of the work by reason of specific contractual relationship to the work or to maintain existing facilities.

INSURANCE:(Sec. GC.13)

Each prime Contractor shall have and maintain the following occurrence type insurance coverages during the life of this Contract. The insurance shall be written by a solvent and otherwise acceptable company(ies) authorized to do business in the State of Ohio, with an A.M. Best Co. rating of "A V" or better. Evidence of insurance shall be provided before the issuance of the Notice to Proceed. Such evidence shall consist of the Certificate of Insurance plus the Certificate of Compliance provided by the Ohio Department of Insurance for the company(ies) in question.

Failure to provide evidence of the maintenance of the required insurance will suspend the Owner's obligation to pay for any and all work performed after the cessation of the required coverages for which evidence had previously been provided, and can be the basis of a non-compensable order to suspend work or for termination for cause.

A. Requirements for all Insurance Coverage

1. Notices to Owner and Other Additional Insured

The policy shall provide and the Certificate shall reflect the fact the Owner and all other additional insured shall receive at least 30 days notice of any cancellation or change in the coverage (except for nominal changes) adverse to the interests of the Owner and other additional insured in order for such cancellation or change in coverage to be effective. The Owner and other additional insured shall be provided with any notice or non-renewal, regardless of the cause.

2. Additional Insured

The insurance required by this Section shall include the interests of the Contractor and its subcontractors, the Engineer and its subconsultants in the work, including each of their respective employees, all of whom, shall be listed as insured or as additional insured. The Owner's financing agency shall also be listed as an additional insured, as necessary.

3. Policy Format

All policies shall be the Insurance Service Office's current form or better.

B. General Liability

1. Types of Insurance

The policy should provide at a minimum, the following coverages and the Certificate of Insurance shall so indicate whether the coverage is provided in the basic policy or in supplemental coverage to negate an exclusion in the basic policy:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard
(Underground and Collapse Hazard coverage required only for General Construction Contractor and others doing excavation and other earthwork)
- Products/Completed Operations
- Contractual
- Independent Contractor
- Broad Form Property Coverage

2. Liability Limits

The liability limits for the coverages noted above shall be at least as noted below.

	Liability Limits	
	<u>Each Occurrence</u>	<u>Aggregate</u>
BI & PD Combined (CSL)	\$ 1,000,000	\$ 1,000,000

C. Automobile Liability

1. Types of Coverage

The policy shall include at least the following types of coverage:

- Any Auto
- All Owner Autos (Priv. Pass.)
- All Owned Autos (Other than Priv. Pass.)
 - Hired Autos
- Non-Owned Autos

2. Liability Limits

The liability limits for the coverages noted above shall be at least as noted below.

	<u>Liability Limits</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

D. Owners Protective Liability Policy

1. The liability limits for the coverages noted above shall be at least as follows:

	<u>Liability Limits</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
BI & PD Combined	\$ 1,000,000	\$ 1,000,000

E. Builders Risk/Installation Floater

1. Types of Coverage

The Contractor shall insure for the life of the contract against all loss or damage by fire, flood other than National Flood Insurance (whether in a flood hazard area or not), hurricane, windstorm, hail, lightning, explosion, riot civil commotion, aircraft, smoke, vehicles and other hazards covered by the standard current I.S.O. standard fire and extended coverage insurance endorsement. Coverage shall also be provided for all materials and equipment for which pre-incorporation payment is requested.

2. Limits of Liability

The limit of liability for the coverage noted above shall be not less than the amount of the Contract.

F. Contractor's Insurance Agent E/O Certificate

Contractor's insurance agent shall provide _____ with Agent's Errors and Omissions Certificate in the minimum amount of One Million Dollars (\$ 1,000,000.00)

PATENT FEES AND ROYALTIES (Sec. GC.14) The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Contract or the incorporation in the Contract of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Contract and if to the actual knowledge of the Owner or its Engineers its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner or its Engineers and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Contract or resulting from the incorporation in the Contract of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

ACCIDENTS AND CLAIMS TO BE GUARDED AGAINST (Sec. GC.15) The Contractor shall at all times exercise reasonable precautions for the safety of the public and of employees on the work, and he shall comply with all applicable provisions of Federal, State and Municipal safety laws. All machinery used during construction and all incorporated into the work and all subject to physical hazards shall be guarded in accordance with codes approved by the A.N.S.I., unless such codes are incompatible with Federal, State, or Municipal laws or regulations.

The Contractor will be held responsible for all accidents resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or inferior materials used. The Contractor shall employ at all times as many watchmen as are needed and, when necessary, shall erect and maintain on the work such strong and suitable barriers and at night time such caution lights as will effectively prevent any accident to life, limb or property in consequence of said work, or in the use or occupancy of any waterway, street, alley, highway or public or private grounds. All loss or damage to the work arising from fires, floods, storms or other natural causes or from any detention, obstruction or other difficulties which may be encountered in the prosecution of the work shall be borne by the Contractor.

INTERPRETATION OF CONTRACT AS TO LIMITATIONS OF WORK (Sec. GC.16) Should it be deemed necessary in the execution of the work, by reason of any condition or circumstances arising or discovered after the making of the contract, to make any variation desirable or necessary for the stability, safety, economy or betterment of the work, which variations increase or decrease the quantities of the work specified, or change the location thereof to an extent not unreasonably affecting the conditions of the work, and further interpreted

by the Engineer as involving no classes of work other than those called for by this contract, the Contractor shall, upon written order from the Engineer to that effect, make such variations. If such variations diminish the quantity of work to be done, no claim for damages or for anticipated profits on the work that may be dispensed with shall thereby accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor. If such variations increase the amount of work, the value of such increase shall be determined and fixed by the Engineer in accordance with the quantity of such work actually done and at the unit prices stipulated in the contract.

Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the contract nor the agreement for the work.

Should the Contractor consider himself entitled to extra compensation on account of the aforementioned alterations or changes, he shall notify the Owner by making his claim in writing with copy to the Engineer, before proceeding with the work in question. The Director will review the claim or cause it to be reviewed, after which he will rule on the claim and issue orders to the Contractor. Should the Contractor proceed with the said work in compliance with the order of the Director, it is to be construed as his acceptance of the order and of the stipulated compensation for the said work.

Should, in the opinion of the Director, any contemplated change in the quantities of the work or alterations thereof materially change the scope or character of the work or any part thereof, or materially affect the compensation for same, then the work shall be classed as extra work.

SOCIAL SECURITY ACT (Sec. GC.17) Each Contractor shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities, now or hereafter imposed under any State or Federal law, which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said representative laws by any duly authorized state or federal officials; said Contractor also agrees to indemnify and save harmless the Owner from any contributions or taxes or liability therefore.

CONTRACTOR'S CLAIM FOR DAMAGES (Sec. GC.18) If the Contractor shall claim compensation for any damage sustained by reason of the acts of the Owner or of its agents, he shall, within seven (7) days after the sustaining of such damages, make a written statement to the Engineer of the nature of the damages sustained. Within thirty (30) days of such damage, the Contractor shall file with the Director an itemized statement of the details and the amount of such damage, and unless such statement is made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to payment on account of any such damage.

ASSIGNMENT (Sec. GC.19) The Contractor or his thoroughly qualified and designated representative shall give his personal attention constantly to the faithful prosecution of the work. He shall not assign, transfer, convey, or otherwise dispose of this contract, or of his right, title, or interest in, or to the same or any part thereof, without the previous written approval of the Owner.

The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this contract, unless by and with the written consent and approval of the Owner, and such consent or approval, if given, will in nowise relieve the Contractor from any of the obligations of said contract.

Assignment of this contract or any part thereof or of any funds to be received thereunder by the Contractor shall contain a clause to the effect that it is agreed that the funds to be paid the assignee are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

SPECIAL NOTICE (Sec. GC.20) Bidders are required to inform themselves fully of the conditions relating to performance the work will be or is now being performed, and each Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption of, or interference with, any other contractor.

SECTION H

TECHNICAL SPECIFICATIONS

CITY OF CORTLAND

Specifications and Definitions

1. Residential Unit:
 - a. Single family residence
 - b. Duplex or two family residence
 - c. Condominiums

2. Garbage and Refuse (Solid Waste):
 - a. Waste resulting from preparation of food for human consumption inclusive of original containers.
 - b. Miscellaneous waste resulting from housekeeping inclusive of paper products, glassware, dishes, rags, wood, leather, floor sweeping, all other waste product incidental and typical of residential wastes.

3. Recycling materials: (to be co-mingled only)
 - a. Glass, designated as a recyclable item
 - b. Plastic, milk containers and other designated as an accepted recyclable item.
 - c. Aluminum.
 - d. Paper products, newspapers and other designated as an accepted recyclable item.
 - e. Other designated recyclable materials.

4. Yard Wastes:
 - a. Grass clippings, weeds, garden waste, other bushes and clippings.
 - b. Leaves
 - c. Branches, up to (2) inches in diameter, bundled in maximum (4') lengths.
 - d. Christmas trees, not to be included and not a part of bid.

5. Unacceptable Items, not to be inclusive of services:
 - a. Construction and remodeling waste and debris.
 - b. White good (appliances, furniture, other large items).
 - c. Contractor to offer to residents of the City of Cortland these services, but not as an exclusive contract, at additional individual charges if and/or when required.

6. Schedule of Service:
 - a. Weekly pickup of each residential unit, maximum of (3) days per week concurrent.
 1. 12:00 midnight to 8:00 a.m.
 2. 6:00 a.m. to 2:00 p.m.
 3. Weekend or holiday pickup not allowable.
 - b. City of Cortland reserves the right to select the days and time schedule for the contract period.
 - c. Each prospective bidder may attach with his bid, recommendations that may affect

and/or benefit the cost to residents, in regards to a selected schedule of the days and times per weekly pickup services.

7. City of Cortland agrees that the exclusive contractor shall privately bill each residential customer a monthly charge as selected by the contract agreement, and that the contractor shall be solely responsible for the collection of payments, and hold the city harmless to any event of non-payment or other incident related to an exclusive collection agreement.

8. Containers: Provided by each residential unit.

- a. Solid waste containers to be standard 30-35 gallons.
- b. Solid waste bags to be maximum 35 gallon.
- c. Yard waste bags to be maximum 40 gallon.

9. Containers: Provided by exclusive contractor.

- a. Recycling container, minimum (18) gal.

10. Public Awareness and Education:

The selected exclusive contractor shall upon award, immediately develop a public awareness and education strategy. Each residential unit shall receive as a minimum, a newsletter, in notification of the schedules, services, and costs of the selected programs and contractor. The newsletter and any or all other educational or marketing strategy requires the approval of the city prior to any issuance. Each prospective bidder may attach with his bid, a proposed or typical Public Awareness and Education Campaign that may address the needs of the residents of the City of Cortland.

11. Selection of Contractor: (Exclusive Contract)

The City of Cortland shall select and award a contract to only one company. The city reserves the right to award a solid waste contract, and may award in addition a recycling and/or yard waste contract to the same contractor only. The contractor selected shall offer the service of one, two or three 30-35 gallon container per week per residence, upon request of each individual resident of the city. Additional bags set out for pickup will be at the extra cost rate.

12. Single Bag Special:

The City of Cortland has determined that the Single Bag Special for its Senior Citizens, Condominium Owners, or other low volume users shall have the option to select this service. This option shall pay a monthly fee and will purchase bags at the City Administration Building.

13. Services Provides – Each enrolled residential customer shall select their individual program. The contractor shall provide recycling, residential yard waste and bi-annual cleanup to these customers.