

PLEASE NOTE, DUE TO THE CURRENT COVID-19 OUTBREAK, THE
COUNCIL MEETING WILL BE HELD AS FOLLOWS:

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/89315474985>

Meeting ID: 893 1547 4985

DIAL TO ATTEND

+1 301 715 8592

+1 312 626 6799

Meeting ID: 893 1547 4985

COUNCIL OF THE CITY OF GARFIELD HEIGHTS
COUNCIL CAUCUS @ 6:30 P.M.
REGULAR MEETING @ 7:00 P.M.
MONDAY, MARCH 22, 2021

1. INVOCATION/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. READING & DISPOSAL OF MINUTES
4. WRITTEN COMMUNICATIONS TO COUNCIL
5. COMMITTEE REPORTS
6. REPORTS OF MAYOR AND DIRECTORS
7. COMMUNICATIONS FROM CITIZENS ON AGENDA
8. ORDINANCES AND RESOLUTIONS
9. COMMENTS BY CITIZENS
10. MISCELLANEOUS BUSINESS
11. ADJOURNMENT

ORDINANCE NO. 27-2021

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE FIFTEEN (15) MOTOROLA APX6000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS TO BE USED BY THE GARFIELD HEIGHTS POLICE DEPARTMENT

ORDINANCE NO. 28-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIMBLE RECYCLING AND DISPOSAL, INC., THROUGH THE CITY OF SOUTH EUCLID FOR REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING SERVICES

ORDINANCE NO. 29-2021

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PURPOSE OF THE CREATION AND MAINTENANCE OF A DIGITAL INTERACTIVE ZONING AND WARD MAP

ORDINANCE NO. 30-2021

AN EMERGENCY ORDINANCE ENACTED BY THE CITY OF GARFIELD HEIGHTS, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE MUNICIPALITY THAT REQUESTS THE COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY, IN THE MATTER OF THE HEREINAFTER DESCRIBED IMPROVEMENT

ORDINANCE NO. 31-2021

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING, BIDDING AND CONSTRUCTION TASKS FOR THE CUY-ANTENUCCI BOULEVARD; PID113268, ANTENUCCI BOULEVARD REHABILITATION PROJECT, PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A".

RESOLUTION NO. 13-2021

AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE AT THE GARFIELD HEIGHTS FIRE DEPARTMENT TO APPLY FOR A TRAINING AND EQUIPMENT GRANT PROVIDED BY THE OHIO DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MEDICAL SERVICES

RESOLUTION NO. 14-2021

A RESOLUTION DESIGNATING THORNTON AVENUE BETWEEN TURNEY ROAD AND EAST 112TH STREET A "NO PARKING/TOW AWAY ZONE" BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM.

GARFIELD HEIGHTS CITY COUNCIL
PRESIDENT OF COUNCIL: MICHAEL NENADOVICH
WARD 1: COUNCILMAN MICHAEL DUDLEY, SR.
WARD 2: COUNCILMAN CHARLES DONAHUE
WARD 3: COUNCILMAN MICHAEL NENADOVICH
WARD 4: COUNCILWOMAN SHAYLA L. DAVIS
WARD 5: COUNCILMAN JASON BLAKE
WARD 6: COUNCILMAN FRANK TAGLIARINI
WARD 7: COUNCILMAN THOMAS VAUGHN
CLERK OF COUNCIL: BARBARA MOLIN

NEXT REGULAR COUNCIL MEETING MONDAY, APRIL 12, 2021

ORDINANCE NO.: 27-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO PURCHASE FIFTEEN (15) MOTOROLA APX6000 PORTABLE RADIOS FROM MOTOROLA SOLUTIONS TO BE USED BY THE GARFIELD HEIGHTS POLICE DEPARTMENT

WHEREAS, The City of Garfield Heights would like to purchase fifteen (15) Motorola APX6000 portable radios from Motorola Solutions, and

WHEREAS, the Garfield Heights Police Department utilizes approximately sixty (60) radios; the radios currently in use are outdated and will no longer be able to be updated in the near future, and

WHEREAS, it is the City's intention to replace approximately fifteen radios each year until all have been replaced, and

WHEREAS, per Ohio Revised Code Section 125.04(C) governmental agencies may purchase equipment/services without bidding so long as the equipment/service has been purchased for less than or equal to the cost of the state contract, and

WHEREAS, accordingly, the City wishes to purchase said radios upon equivalent terms, conditions, and specifications through State of Ohio, Department of Administrative Services, Contract #STS 573077-0 at a total cost not to exceed \$69,000.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to purchase fifteen (15) Motorola APX6000 portable radios from Motorola Solutions, and in a total amount not to exceed \$69,000.00 (quotation attached hereto as Exhibit A and incorporated as if fully written within).

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____



QUOTE-1401274

01/18/2021

GARFIELD HEIGHTS POLICE DEPT, CITY OF
5555 TURNEY RD
GARFIELD HEIGHTS, OH 44125

RE: Motorola Quote for GARFIELD HEIGHTS PD QUOTE
Dear LT DALE MERCHANT,

Motorola Solutions is pleased to present GARFIELD HEIGHTS POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GARFIELD HEIGHTS POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Matt Marino at Matthew.Marino@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Matt Marino
Sr. Account Manager

Billing Address:
 GARFIELD HEIGHTS POLICE
 DEPT, CITY OF
 5555 TURNEY RD
 GARFIELD HEIGHTS, OH 44125
 US

Quote Date:01/18/2021
 Expiration Date:04/18/2021
 Quote Created By:
 Matt Marino
 Sr. Account Manager
 Matthew.Marino@
 motorolasolutions.com
 216-296-5155

Pricing is per STS 573077-0
 Net 30 Day Payment Terms

End Customer:
 GARFIELD HEIGHTS POLICE DEPT,
 CITY OF
 LT DALE MERCHANT
 dmerchant@garfieldhts.org
 :216-475-4588

Line #	Item Number	Description	Qty	List Price	Ext. List Price	Contract Price	Sale Price
	APX™ 6000 Series	APX6000					
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	15	\$5,261.00	\$78,915.00	\$3,871.58	\$3,871.58
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	15				
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	15				
1c	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	15				
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	15				
1e	H38BT	ADD: SMARTZONE OPERATION	15				
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	15				
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	15				
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	60	\$146.00	\$8,760.00	\$109.50	\$109.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Ext. List Price	Contract Price	Sale Price
3	PMMN4099B	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	15	\$145.00	\$2,175.00	\$108.75	\$108.75
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	15	\$165.00	\$2,475.00	\$123.75	\$123.75

Grand Total
\$68,131.20(USD)
Notes:

- PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ORDINANCE NO.: 28-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIMBLE RECYCLING AND DISPOSAL, INC., THROUGH THE CITY OF SOUTH EUCLID FOR REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING SERVICES

WHEREAS, Ohio Revised Code Section 9.48 permits a political subdivision to participate in contract that another political subdivision has competitively bid for the “acquisition of equipment, materials, supplies, or services”, and

WHEREAS, the current contracts between the City of Garfield Heights and Kimble Recycling and Disposal, Inc. for refuse collection and disposal and curbside recycling services will expire on June 1, 2021, making it necessary for the City of Garfield Heights to obtain said services, and

WHEREAS, the City of South Euclid has entered into a contract with Kimble Recycling and Disposal, Inc., for refuse collection and disposal and curbside recycling services, with said contract having been competitively bid by the City of South Euclid, and

WHEREAS, the City of Garfield Heights has requested permission from the City of South Euclid to participate in their contract with Kimble Recycling and Disposal, Inc. and South Euclid has consented in writing, a copy of which is attached hereto as Exhibit A, and

WHEREAS, under the proposed agreement, the City will continue to receive the exact same service being currently provided by Kimble Recycling and Disposal, Inc., and

WHEREAS, the City of Garfield Heights will pay Kimble Recycling and Disposal, Inc. directly for refuse collection and disposal and curbside recycling services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to enter into an agreement with Kimble Recycling and Disposal, Inc. through the City of South Euclid in the form attached hereto as Exhibit B, for refuse collection and disposal and curbside services pursuant to the terms and conditions contained in said contract entered into by the City of South Euclid.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. The Clerk of Council shall provide a certified copy of this ordinance to the City of South Euclid.

SECTION 4. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

AGREEMENT
BETWEEN
THE CITY OF GARFIELD HEIGHTS
AND
KIMBLE RECYCLING & DISPOSAL INC.

THIS RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES AGREEMENT (the "Agreement") is made and entered into this 3rd day of June, 2021 by and between the City of Garfield Heights, a City in Cuyahoga County, State of Ohio (the "City") and KIMBLE RECYCLING & DISPOSAL, INC. with an address of 3596 S.R. 39, NW, Dover, Ohio 44622 ("KIMBLE").

WITNESSETH

WHEREAS, the City of South Euclid has permitted the City to participate in its Residential Solid Waste and Recycling Collection Disposal Services Contract dated July 6, 2020 and effective June 1, 2020 ("City of South Euclid Agreement");

WHEREAS, the City, pursuant to Ordinance No. _____ adopted on _____, 2021 ("Ordinance") authorizing the Mayor to enter into a contract for an exclusive franchise for "Residential Waste Collection and Recycling Services" with KIMBLE;

WHEREAS, the Ordinance authorizes the Mayor to enter into a contract with KIMBLE based upon the terms and conditions contained in the contract entered into between KIMBLE and the City of South Euclid; and

WHEREAS, the parties intend to document the City's participation in the City of South Euclid Agreement as set forth herein.

NOW THEREFORE, in exchange of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS: This Agreement shall consist of the terms in this Agreement and the following documents incorporated herein by reference and made a part of this Agreement (hereinafter items 1 through 3 below shall be referred to as the "Specifications"):

1. Attachment A, City Containers and Municipal Locations To Be Served and Monthly Cost;

2. City of South Euclid Agreement subject to Article 3 below (“Attachment B”)
3. Performance Bond in the amount of \$2,022,240; and

ARTICLE 2. SCOPE OF WORK: KIMBLE shall furnish all necessary personnel, equipment and special equipment, tools considered necessary and proper and an area of ground suitable for the disposal of Solid Waste and Recyclables in order to perform the services required by this Agreement and the Specifications as modified by this Agreement (hereinafter the “Work”).

ARTICLE 3. WORK TO BE PERFORMED: The Work to be performed under this Agreement shall begin on June 3, 2021 and consist of the collection of Solid Waste and Recyclables with the frequencies and schedules specified in the Specifications as modified by this Agreement. Notwithstanding anything to the contrary in the Specifications, the parties agree as follows:

1. KIMBLE agrees to collect and remove Solid Waste and Recyclables from each residential unit located within the corporate limits of the City of Garfield Heights commencing June 3, 2021, on a weekly basis. Yard waste will not be separately collected. Collection shall not begin before 7:00 a.m. and must be completed by 7:00 p.m. This Agreement shall run through May 31, 2025 subject to the City exercising the renewal years as set forth in the City of South Euclid Agreement, with all three renewal years being subject to the CPI price increase set forth in KIMBLE’s Bid attached to Attachment B.
2. The pricing for this Agreement shall be as set forth in KIMBLE’s Bid Form 7 attached to Attachment B commencing with the Year 2 pricing which shall run through May 31, 2022 and thereafter pricing for Year 3 shall commence until May 31, 2023, and thereafter pricing for Year 4 shall commence until May 31, 2024 and thereafter pricing for Year 5 shall commence until May 31, 2025. The total collection cost per year set forth in KIMBLE’s Bid Form 7 shall be adjusted based on the actual number of Residential Units in the City (11,000) multiplied by 12 and further multiplied by the monthly Unit Cost. Pricing for any renewal years shall be subject to the CPI increase as set forth in KIMBLE’s Bid Form 7. KIMBLE’s Bid Form 8 attached to Attachment B is not applicable to this Agreement.
3. The total number of Residential Units anticipated to be serviced in the City and which will form the basis of the monthly invoicing sent to the City shall be based on 11,000 units/households. The parties agree that either party may conduct an audit no more than once per year at their respective cost, provided they notify the other non-auditing party at least 30 days in advance of such audit. The monthly invoice totals shall be updated on the next monthly invoice to be issued after the completion of the audit, provided the audit is completed at least 20 days before the date the next monthly invoice is to be issued, otherwise the next subsequent monthly invoice will be updated accordingly.

4. KIMBLE agrees to provide the City with the container services as outlined in Attachment A, Locations To Be Served which shall supersede and replace anything in Article III, Section 4 of the City of South Euclid Agreement (and Table 2 of the Invitation to Bid attached thereto) to the contrary.
5. The Services shall not include set outs/move outs for residences (such as evictions) or significant accumulations of waste, such as through construction or extensive remodeling. In such instances, the resident shall contract with KIMBLE or a third party hauler for a container and will be a matter of private negotiation.
6. The Performance Bond shall be in the amount of \$2,022,240.
7. Any references in the Specifications to: the City of South Euclid and its officials shall be replaced with the City of Garfield Heights and its similar officials and any reference to Ordinances of City of South Euclid shall refer to the applicable Ordinance of the City, as applicable.
8. All notices to the City shall be sent to:

City of Garfield Heights
ATTN: Service Director
5407 Turney Road
Garfield Heights, Ohio 44125

ARTICLE 4. AGREEMENT TO COMPLY: The Parties hereto each agree to at all times comply with and perform their respective obligations, covenants and promises in this Agreement and the Specifications.

ARTICLE 5. SEVERABILITY: Notwithstanding anything in this Agreement to the contrary, the parties intend to at all times be in compliance with Ohio Revised Code Section 9.48(B)(1) and (C), and in the event any term, provision or condition of this Agreement conflicts with the City of South Euclid Agreement thereby rendering said Ohio Revised Code Section 9.48(B)(1) and (C) inapplicable, said term, provision or condition of this Agreement shall be deemed null and void and of no effect and replaced with the corresponding term, provision or condition in the City of South Euclid Agreement and the remainder of this Agreement shall remain in full force and effect and be binding upon the parties hereto.

ARTICLE 6. DEFINED TERMS: All defined terms used in this Agreement not defined herein shall have the meaning set forth in the City of South Euclid Agreement.

ARTICLE 7. MISCELLANEOUS: Any notice required by either party to be given, to the other will be in writing addressed to the other party at its above address, and deemed given when personally delivered or 3 days after it is mailed. This Agreement contains the entire agreement of the parties with respect to the subject matter and cannot be modified unless in writing and

signed by all the parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the party of the first part has hereto subscribed by the Mayor and the party of the second part has affixed his name.

City of Garfield Heights

WITNESS:

BY: _____

BY: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

By: _____

Its: _____

KIMBLE RECYCLING & DISPOSAL, INC.

WITNESS:

BY: _____

Keith B. Kimble, President

ATTACHMENT A

City of Garfield Heights Locations to be served

Location	Solid Waste	Frequency	Recycle	Frequency
Service Garage 13600 McCracken Rd	(1) 8YD	M-W-F	(1) 70gal	W
Service Garage 13600 McCracken Rd	Tire Roll Off	On Call		
Service Garage 13600 McCracken Rd	(1) 40 YD Roll Off	On Call		
City Hall 5407 Turney Rd	(1) 8YD (2) 4YD	M-W-F	(1) 70gal	TH
Rec Center 5411 Turney Rd	(2) 8YD	T-F	(2) 70gal	TH
Fire #1 5115 Turney Rd	(1) 4YD	W	(1) 70gal	T
Fire Station East 4585 E 131st St	(1) 4YD	M	(1) 70gal	W
Police Station 5555 Turney Rd	(6) 96gal	M-W-F	(1) 70gal	TH
Throughout the City Pedestrian Street Containers	Fifty three pickups from 33 gal containers	Monday thru Friday		

ATTACHMENT B

City of South Euclid Agreement



Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

www.kimblecompanies.com

July 7, 2020

Michael Lograsso
City of South Euclid
1349 South Green Road
South Euclid, OH 44121-3985

RE: Residential Solid Waste Collection, Disposal and Recycling Services Contract

Dear Counselor:

Enclosed is the fully executed contract you previously forwarded. Please note I corrected our corporate name and attached our bid to the Agreement. Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Nathan Vaughan". The signature is written in a cursive, flowing style.

Nathan Vaughan
General Counsel for Kimble Recycling & Disposal, Inc.
Phone: 330-343-1226 ext. 2304
Email: nvaughan@kimblecompanies.com

NDV/cbo

Encls.

cc: Don Johnson (via email)
Scott Walter (via email)
Dave Justus (via email)

South Euclid

COME TOGETHER & THRIVE

DEPARTMENT OF LAW
Michael P. Lograsso
Director

June 23, 2020

PROSECUTORS
Anthony Bondra
Frian Fallon
Timothy Sterkel

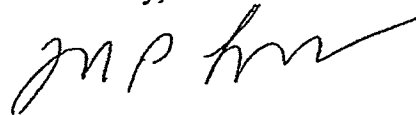
Kimble
3596 State Rt. 39 NW
Dover, Ohio 44622

Dear Kimble:

Enclosed is the contractual agreement between the City of South Euclid and Kimble for Residential Solid Waste Collection, Disposal and Recycling Services. Please return a fully executed document for our records at your earliest opportunity.

Let me know if you have any questions or if our office can be of further assistance.

Sincerely,



Michael Lograsso
Law Director

ML/lvw

Enclosure

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services

THIS AGREEMENT (the "Agreement") for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the City of South Euclid, a City in the County of Cuyahoga, State of Ohio the City of South Euclid with its offices located at 1349 South Euclid, Ohio and Kimble with an office located at 3596 State Rt 39 NW Dover, Ohio 44622.

Recycling & Disposal, etc.

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City of South Euclid may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, the City of South Euclid, pursuant to a Motion adopted on, April 20, 2020, resolution 21-20 which authorized the City of South Euclid to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, following publication of the Invitation to Bid in the Sun Messenger on April 23, 2020 & April 30, 2020 and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on May 14, 2020, the Bid of the Contractor has been determined to be lowest and best;

WHEREAS, the City of South Euclid and the Contractor have agreed on terms and conditions for the Residential Solid Waste Collection, Disposal and Recycling Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto and incorporated by reference; and

WHEREAS, the City of South Euclid has considered the Bid; and the Council of the City of South Euclid, pursuant to Resolution ^{attached} 33-20 which approved the Contract on May 26, 2020 and authorized the Mayor to execute the Contract by and on behalf of the City of South Euclid, and the City of South Euclid has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City of South Euclid and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in Exhibit A: Definitions

ARTICLE II - TERM

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is June 01, 2020 and the term of this Agreement shall terminate on May 31, 2025.

ARTICLE III – STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the City of South Euclid's Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, disposal and processing facilities with scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

1. Automated Solid Waste and Automated Recycling Collection and Disposal

Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 6:00 p.m. on the day designated for collection.

Provide one 95-gallon wheeled Cart for Solid Waste & one 65-gallon wheeled Cart for Recycling.

The City will pick up yard waste from April through October and the Contractor will pick up yard waste from November through March.

2. Solid Waste Transfer and Disposal Services

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal at the facilities identified in the Bid or at additional facilities approved by the City of South Euclid.

3. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing at the facilities identified in the Bid or at additional facilities approved by the City of South Euclid. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the recycling list.

Any charge for contaminated loads or excessive residuals by the MRF or Compost Facility shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the City of South Euclid within 48 hours of receiving the charge so steps can be taken to address the contamination in conjunction with the Contractor.

4. Container Services

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the City of South Euclid, at the locations and frequency requested by the City of South Euclid, as set forth in the City of South Euclid's Invitation to Bid.

5. Customer Education

The City of South Euclid will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing solid waste collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the City of South Euclid's approved requirements for Solid Waste Collection. Information to be included in the brochure shall include: the Contractor's local phone number; cart set out guidelines; the day and estimated time of collection 7:00 a.m. to 6:00 p.m.; a description of the Solid Wastes appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recyclables collection will be provided. The Contractor shall provide the City of South Euclid an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy.

6. Customer Service, Notification and Compliance

The Contractor will maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City of South Euclid with copies of all tags left at each Unit pursuant to this section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the City of South Euclid and the Contractor. The Contractor shall not

take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City of South Euclid and the Residents receiving the Collection Services.

7. **Implementation Plan**

The Contractor shall submit to the City of South Euclid and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete; (e) that the Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. **Price for Residential Solid Waste Collection, Disposal and Recycling Services**

During the term, the City of South Euclid agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection, Disposal and Recycling Services as set forth in BID FORM 7, which includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station, Recycling Processing and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio; and for Services identified on BID FORM 8. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of June 01, 2020. Should any Governmental Fees increase or decrease during the term of the Contract, the Contractor may add or shall subtract the amount of the increase to the per ton disposal cost charged to the City of South Euclid based upon the following formula:

Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, Solid Waste Transfer Facility may be passed on by the Contractor. Any and all Governmental Fee decreases shall be passed on by the Contractor. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. The Contractor shall give the City of South Euclid and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

Note that the Cuyahoga County Solid Waste District's generation fee will increase from \$1.50 to \$2.00 on January 1, 2023 and such increase may be passed-through pursuant to the formula ($\$0.50/12 = \0.04 per month increase to the per household per month price).

2. Record Keeping – Daily, Monthly, and Annual Report

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City of South Euclid. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. Billing Service and Payment

The Contractor will invoice the City of South Euclid for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the City of South Euclid, Director of Public Service.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City of South Euclid in all respects, or such other security acceptable to the City of South Euclid. The Performance Bond will be issued annually for each contract year during the term of the contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City of South Euclid, and Contractor will furnish the City of South Euclid certificates of insurance or other evidence satisfactory to the City of South Euclid evidencing the required insurance has been procured and is in force. Contractor will upon written request from City of South Euclid provide the City of South Euclid with original copies of the policies and all endorsements to any such policies.

The City of South Euclid and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability,

Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by City of South Euclid which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. The City of South Euclid shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.
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Workers' Compensation Coverage. Prior to commencing work under this Agreement, the Contractor shall furnish to the City of South Euclid satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Contractor shall hold the City of South Euclid free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City of South Euclid, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City of South Euclid, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may

hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the City of South Euclid, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City of South Euclid.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City of South Euclid may terminate the Agreement in the following manner: the City of South Euclid shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City of South Euclid with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City of South Euclid may terminate this Agreement. Any such termination shall not take effect until the City of South Euclid is able to secure alternate or substitute performance. The City of South Euclid, may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal and Recycling Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City of South Euclid, in the exercise of the reasonable discretion of the City of South Euclid.

2. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the City of South Euclid shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City of South Euclid is unable to provide or obtain cover, the effective termination date may be delayed by the City of South Euclid until the City of South Euclid completes the process of obtaining a substitute service provider of the Residential Solid Waste Collection, Disposal and Recycling Services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City of South Euclid's receipt of more than twenty (20) bona fide complaints in any given month regarding the collection services. A bona fide complaint is a complaint that the City of South Euclid has investigated and determined that the complaints represent failures of the Contractor to provide the required collection services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City of South Euclid income taxes.

3. Termination for Change of Control of Collection Contractor.

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City of South Euclid shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City of South Euclid is able to obtain alternate or substitute service.

4. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to

the Contractor, attention Don Johnson, and to the City of South Euclid, attention Jim Anderson, Director of Public Service, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City of South Euclid or the Contractor arising out of a breach or alleged breach of this Agreement by the City of South Euclid or the Contractor will be effective unless in writing signed by the City of South Euclid and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City of South Euclid, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City of South Euclid and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City of South Euclid and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City of South Euclid and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

City of South Euclid

Georgina Welo
Name

Mayor
Title

Georgina Welo
Signature

June 20, 2020
Date

Approved by City Attorney or Village Law Director

[Signature]

6-16-2020

KIMBLE Recycling & Disposal, Inc.

Keith B. Kimble
Name

President
Title

Keith B. Kimble
Signature

7-6-2020
Date



Recycling and Disposal Done Right

Bid

to

City of South Euclid

**For Residential Solid Waste Collection, Disposal and Recycling
Services**

May 14, 2020

11:00 a.m.



Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

www.kimblecompanies.com

May 14, 2020

ATTN: Mr. Jim Anderson
City of South Euclid
1349 South Green Rd
South Euclid, OH 44121

RE: Residential Solid Waste Collection, Disposal, and Recycling Services

Dear Mr. Anderson:

Kimble Recycling & Disposal Inc. ("Kimble"), is pleased to respond to the May 14, 2020 Invitation to Bid for RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES.

As a family owned business and one of Ohio's leading providers of solid waste management and recycling services, we point proudly to our technical experience, operating record, environmental compliance and financial soundness.

Kimble will utilize Kimble Transfer and Recycling, and the Kimble Sanitary Landfill in Dover. Both of these entities are owned by the Kimble Company, which is an entity also owned by the Kimble family. Kimble's bid is based upon its ability to utilize the Kimble Sanitary Landfill and its transfer stations, any new local or state rule or regulations prohibiting use of the Kimble Sanitary Landfill and Kimble's transfer stations (i.e. flow control) which result in increased costs of disposal would result in such increased cost being passed on to the customer on a dollar for dollar basis.

Kimble will pick up recyclables on the same day as solid waste collection. The recyclables will be collected curbside by a separate recycling truck and transported to the Kimble Recycling Facility for processing, recover and resale consistent with industry standards and market conditions.

Don Johnson will be the individual responsible to serve as Kimble's primary contact with the City on this project and can be reached at:

Don Johnson
Kimble Companies
3596 State Route 39, NW
Dover, OH 44622
djohnson@kimblecompanies.com
330-343-1226
330-963-0495 (fax)

Kimble's bid includes the following: If during the contract term there is any increase or decrease in any taxes or government fees relating to waste disposal or recycling such increase, or decrease, shall be passed on to the customer on a dollar for dollar basis; Containers must be placed on the curb for service except as expressly set forth in the Contract; 55 gallon drums, barrels or cardboard boxes are not acceptable containers; Kimble does not accept title or liability for hazardous, radioactive and infectious waste and does not assume costs of disposal associated with such; Kimble's understanding of the intent of the City's

specifications is that any Option Year Renewal must be approved by Kimble and the City; City must complete waste profiles for Catch Basin and Street Sweeper waste establishing it is not hazardous; Kimble strives to be environmentally conscious and thus annual mailings may be done by environmentally friendly means such as electronic mails in lieu of mailing; the 20 bonafide complaints must be independent and not arise from the same event or circumstance; Kimble must approve any Cities/Villages opting in to the contract; all Bulky Items must be environmentally safe, including the absence of bed bugs or other infectious waste, and in order to protect the health and safety of employees and the general public such items may need to be wrapped in plastic; and in the event unlimited waste collection is provided it shall not include waste from extreme weather conditions (flood, tornadoes, earthquake, etc...) or fire; and Kimble maintains pollution insurance exclusively through its CA 9948 Pollution Endorsement to its Auto Policy.

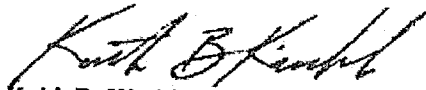
Kimble's bid prices are based on receiving the contracts for both solid waste and recycling collection.

In terms of other factors in selection of the "*lowest and best*" bid, we encourage the City to consider the following:

- Compressed Natural Gas Trucks – Kimble will continue to use refuse and recycling trucks powered by compressed natural gas (CNG). This is an advantage that our competition does not currently offer. With 23% less emissions than diesel trucks, the cleaner burning CNG vehicles result in cleaner air for South Euclid neighborhoods. The investment by Kimble in CNG fueling and equipment also enables utilization of a local natural resource, reduced dependency on foreign oil, and cleaner burning trucks to improve the environment. The CNG trucks are also significantly quieter than diesel trucks, for less disruption to City residents. The continued utilization of CNG vehicles gives the Kimble bid a decided advantage, with real and added environmental and economic benefits to the City and its residents.

If selected, Kimble will execute a mutually acceptable contract agreement and subsequently proceed with timely implementation. Kimble's entire bid proposal is inclusive of this cover letter, the Bid Specifications and all attachments. Thank you for the opportunity to submit our bid to continue our service to your residents.

Sincerely,



Keith B. Kimble
President

City of South Euclid

Addendum #1

Does the City have the ability to extend the current agreement in order to postpone the start of a new agreement?

Answer: NO

On what date do you intend to award the contract?

Answer: Week of May 25th 2020

When was the house count last performed?

Answer: N/A

Will you allow for the vendor to perform a house count audit? If so, how often?

Will you allow for an adjustment in the billing of house count?

Answer: NO

Pg. 5 – Are residents required to use carts supplied by the vendor?

Answer: YES

Pg. 6 – excess bagged waste – Is the vendor required to collect extra bags outside of the cart?

Answer: YES

Pg. 7 – Yard Waste – please confirm the intent of the City is to have a source separated yard waste collection? Where does this material currently go? What is the tonnage on this collection in 2019?

Answer: The Service Department will pick up yard waste from April through October. The Contractor will pick up yard waste from November through March. The yard waste is hauled to Green Vision Materials. Trucks are not weighed NO tonnage is available.

Pg. 7 – White goods – How many items were collected in 2019?

Answer: Not tracked (Usually picked up by Scrappers)

Pg. 8 – Can you provide the service history on the catch basin and street sweeping for 2019? The number of pulls for each with weights.

Answer: Contractor picks up Dumpster M-W-F - NO weight slips are provided as it is included at NO charge to the City.

South Euclid

COME TOGETHER & THRIVE

INVITATION TO BID

Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY

City of South Euclid

PRE-BID MEETING (Possible Conference Call or Zoom)

Date: May 07, 2020

Time: 11:00 am

**Location: South Euclid Municipal Complex
(Mayor's Conference Room)
1349 South Green Road
South Euclid, Ohio 44121**

BID OPENING (Possible Conference Call or Zoom)

Date: May 14, 2020

Time: 11:00 am

**Location: South Euclid Municipal Complex
(Mayor's Conference Room)
1349 South Green Road
South Euclid, Ohio 44121**

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LEGAL NOTICE

The City of South Euclid is inviting bid proposals for Residential Waste Collection and Recycling Services within the City of South Euclid, Ohio. Bid Documents can be obtained from the Finance Department, located at South Euclid Municipal Complex, 1349 South Green Rd., South Euclid, Ohio 44121 or on the website at CityofSouthEuclid.com.

A mandatory pre-bid meeting will be held on May 7, 2020 at 11:00 am in The City of South Euclid at Municipal Complex, 1349 South Green Road, South Euclid, Ohio 44121. (Possible Conference Call or Zoom)

Bids will be received at The Finance Department, South Euclid Municipal Complex, located at 1349 South Green Road, South Euclid, Ohio 44121 until 11:00 am on May 14, 2020 and will be opened publicly and read aloud at that time in Mayor's Conference Room. (Possible Conference Call or Zoom). Bidders must submit one (1) original, two (2) duplicate copies, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID". Bids will be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond payable to the City of South Euclid in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the City of South Euclid, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

The Bid Bond will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are rejected. The City of South Euclid reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Sun Messenger

April 23, 2020

April 30, 2020

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The City of South Euclid is issuing this Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services. The purpose of requesting bids is to contract with one hauler who will provide weekly curbside collection of Solid Waste and Recyclables for all Residential Units and to provide Recycling Processing Services and Solid Waste disposal services in the City of South Euclid.
- B. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of the **Form of Contract** in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.
- C. After receiving the Bids, the City's Administration will review all Bids and recommend a Successful Bidder to the City council for a contract award. Upon approval by The City of South Euclid council, the City of South Euclid will execute a Contract with the Successful Bidder, substantially in the form of the **Form of Contract**. The City reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the CITY may proceed with another bid process to obtain residential waste collection, disposal and recycling services.
- D. No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to **Jim Anderson, Service Director**, at **janderson@seuclid.com** and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at City Municipal Complex.
- E. The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- F. The term of the Contract will be for five (5) years with three (3) Additional one-year renewal terms with a mutual agreement between the City of South Euclid and the Contractor. The commencement date of the Contract will be June 01, 2020 and will terminate on May 31, 2025
- G. The total estimated annual tonnage of Solid Waste and Recyclables to be collected, and which is the subject of this Invitation to Bid, is approximately 9,700.00 tons

per year from 8,746 Residential Units. This information is provided for the Bidder's convenience only. The actual number of Residential Units and annual tonnage may vary over time. The City of South Euclid does not guarantee the accuracy of this data.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

Type of Waste	Annual Tonnage
Solid Waste	8,090 2019 (includes Mayflower Condo's)
Recycling	1,610 2019

II. SCOPE OF SERVICES

A. Curbside Collection of Solid Waste and Recyclables:

Service and Service Area. The Contractor will provide weekly Automated Curbside collection of Solid Waste and Recyclables from each Residential Unit within the corporate limits of the City of South Euclid. The total estimated number of Residential Units to receive curbside collection is 8,746. All collection is to be made at the Curb.

The Contractor will provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor will provide all labor, vehicles and supply each Residential Unit with one 95-Gallon Wheeled Cart to be used to collect Solid Waste and one 65-Gallon Wheeled Cart to be used to collect Mixed Recyclables. Seniors may request one 65-Gallon Wheeled Cart to be used to collect Solid Waste instead of the 95-Gallon Cart. Each recycle cart must have a large label / sticker on the lid which identifies the types of Recyclables that residents should put into the cart. The City of South Euclid reserves the right to mandate changes to the sticker.

All carts must be either new or in good repair and condition and clean and subject to the Bidder's Representations and Warranties in Bid Form 3. The Contractor will be responsible to repair or replace any broken, stolen or lost carts in a timely manner. The Contractor will distribute the carts to each Residential Unit with advance approval by the City of South Euclid and notification to residents as to the distribution date.

Collection Equipment and Safety. The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste and Recyclables. All vehicles must always be kept in good repair and appearance and in a clean and sanitary condition. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto the City of South Euclid streets. Collection vehicles are required to be equipped with all federal and state mandated safety devices. Vehicles shall also be equipped with

front and rear mounted strobe lights, rear view camera system for increased backing visibility, high visibility conspicuous tape, Class ABC 20 lb. fire extinguisher, first aid kit, three red/orange safety triangles, a daily vehicle inspection report and an incident reporting kit with instructions.

Drivers must wear uniforms including high-visibility shirt, vest or jacket. The employee must be trained in OSHA, DOT and company safety and work rules/policies documented in the driver's file and available for the inspection by the City of South Euclid.

Collection Frequency and Hours. Solid Waste and Recyclable Collection will be provided on a weekly basis to each Residential Unit. Collection must take place between 7:00 a.m. and 6:00 p.m. and the Contractor must adhere to all of the City of South Euclid's noise ordinances. If for any reason the Contractor is not able to collect on the scheduled day, the Contractor will notify the City of South Euclid of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City of South Euclid will, at its discretion, cause Solid Waste and Recyclables to be collected by any means that is available. Full cost of such collection will be paid by the Contractor and not be charged to the City of South Euclid. Example: If there are four collection weeks in a month and the Contractor is required to pay for the cost of collection as set forth above, the Contractor shall only invoice the City of South Euclid for three-fourths (3/4) of the monthly invoice total.

Collection Routes and Collection Day(s). The Contractor shall maintain the City of South Euclid's current collection days which is 5 days a WEEK Monday through Friday. Any alternate collections days proposed must be specified in the Contractor's bid and are subject to approval by the City of South Euclid. The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City of South Euclid's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

Holidays. The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

Bulky Wastes. The Contractor is responsible for collecting all Bulky Wastes. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a residential container or 95-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and appliances. Bulky Wastes shall be collected Weekly.

Excess Bagged Waste and Contaminated Recyclable Materials. The Contractor will be asked to notify the City of South Euclid in the event any resident habitually sets out Excess Bagged Waste or contaminated Recyclable Materials and

contacting the resident by tagging the Solid Waste or Recycling Cart explaining the reasons for not collecting the waste.

Appliances and Freon Containing Appliances. The Contractor shall collect and recycle all metal Appliances (white goods) and shall provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation upon request to verify the proper removal of refrigerant. The City of South Euclid will work with the Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

Yard Waste. From April through October, the City shall collect and dispose any yard waste set out at the curb that has been cut, bundled, or put in Yard Waste bags. The Contractor shall collect Yard Waste from November through March. The Contractor is not required to collect yard waste that is more than four (4) feet in length and weighs more than fifty (50) pounds. The City of South Euclid will continue to provide for the collection of leaves, from November through December 15th, which are left loose at the curb.

Construction and Demolition Debris. The Contractor is not required to remove Construction Debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is limited, the Contractor is responsible to collect said materials as long as it is 2 cubic yards or less and can fit in trash cart or bags not weighing more than fifty (50) pounds on the regularly scheduled collection day. The Contractor will be asked to notify the City of South Euclid in the event any resident habitually sets out construction and demolition debris. The City of South Euclid will then contact the resident and require the resident to rent a container.

B. Solid Waste Transfer and Disposal Services:

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract. The Contractor shall pay all charges, costs, fees and expenses incurred for the disposal or transfer of the Solid Waste collected by the Collection Contractor.

C. Recycling Services:

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Contractor may add additional materials to the recycling list, including additional plastic items. Any additional materials should be identified in the Contractor's proposal. The

Contractor shall pay all charges, costs, fees and expenses incurred for the processing of the Recyclable Materials collected by the Collection Contractor.

D. Container Services:

The Contractor must provide containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the City of South Euclid. The following table shows the current location of containers, container size, the collection frequency. The City of South Euclid reserves the right to modify container size, location and/or collection frequency at any time during the contract at no additional charge.

Table 2: Current Container Services and Special Events

Location	Solid Waste	Recycle	Frequency
Service Garage	30 Yd. Roll Off		M-W-F
Fire Station	8 Yd.		M-W-F
Community Center	6 Yd.		M-W-F
Bexley Park	(2) 6 Yd.		M-W-F
Quarry Park North	6 Yd.		M-W-F

Catch Basin waste and Street Sweeper waste may be dumped in the 30 yd. roll off at the Service Garage. It is the responsibility of the Contractor to test material and dispose of in a manner permitted by the United State EPA at NO cost to the City of South Euclid.

E. Customer Education:

The City of South Euclid will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing Solid Waste collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the City of South Euclid approved requirements for Solid Waste Collection. Information to be included in the brochure shall include: the Contractor's local phone number; cart set out guidelines; the day and estimated time of collection 7:00 a.m. to 6:00 p.m.; a description of the Solid Wastes appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste collection will be provided. The

Contractor shall provide the City of South Euclid an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy.

F. Customer Service and Notification:

The Contractor will provide a customer service phone number (on Bid Form 3) and email address to receive and respond to questions or complaints. The customer service phone and email must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

G. Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month. The report must be submitted along with the monthly invoice to the City of South Euclid within ten (10) days of the preceding month.

Billing and Fuel Adjustments:

Invoices. The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice must be sent to the Municipal Complex to the attention of the Director of Finance.

Fuel Price Adjustment. No Fuel Price Adjustment or surcharges may be applied.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received at the City of South Euclid, Attention: Jim Anderson, Service Director at the Municipal Complex Finance Department, 1349 South Green Road South Euclid, Ohio 44121 until 11:00 a.m. on May 14, 2020 and will be opened publicly and read aloud at that time in the Mayor's Conference Room. (Possible Conference Call or Zoom). Bidders must submit one (1) original, two (2) duplicate copies, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID". Bids will be valid for 180 days after the Bid opening date.

B. Bid Bond

Each Bid should be accompanied by separate Bid Bond payable to the City of South Euclid in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the City of South Euclid in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

C. Bid Contents

Each Bid, to be considered responsive, must contain the following:

Cover Page: Include the name and address of the company submitting the bid, the company contact name and contact information.

Bid Form 1: Statement of Qualifications

Bid Form 2: Facility Information

Bid Form 3: Bidder's Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification - W-9 Form

Bid Form 7: Price Sheet: pricing for Collection, Disposal and Recycling Services

Bid Form 8: Mayflower Condominium

Current Ohio Worker's Compensation Certificate
Bid Bond

D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the Bid when submitted. All names must be typed or printed below the signatures.

E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of South Euclid offices at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD

A. Bidder and Bid Evaluation

The City of South Euclid will evaluate all responsive Bids to determine which Bid represents the lowest and best Bid. The factors to be considered when determining the lowest and best Bid include the sum of the effect of the prices bid for Residential Solid Waste Collection, Disposal and Recycling Services over the five (5) year or three (3) year contract term for each collection option; and the experience and qualifications of the Bidder.

The City of South Euclid may conduct any investigation the City of South Euclid deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Residential Solid Waste, Disposal and Recycling Services. As part of this investigation, the City of South Euclid may tour any solid waste and recycling facilities proposed to be used in the performance of the contract.

The City of South Euclid reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the City of South Euclid in writing within five (5) days of any such request. The City of South Euclid reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the City of South Euclid, in its sole discretion, that such Bidder is reliable or otherwise properly qualified to perform the obligations of the Contract.

The Successful Bidder will be required to enter into a Contract with the City of South Euclid in accordance with the terms and conditions of the Form of Contract. The Successful Bidder is also required to return an acknowledged copy of the Notice of Award and to execute the Residential Solid Waste, Disposal and Recycling Services Agreement within ten (10) calendar days from the date of the Notice of Award.

B. The City of South Euclid's Rights

The City of South Euclid reserves the right to reject any and all Bids, reject any part or parts of any Bid, waive any informalities or irregularities in the Bid, and reject any Bid not prepared and submitted in accordance with these Instructions to Bidders.

C. Performance Bond and Notice to Proceed

The Successful Bidder will be required to furnish a Performance Bond as security for the performance of the contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Law Director of the City of South Euclid, in the amount of 100% of the first year contract price. Such Performance Bond shall cover performance of the contract for the term thereof.

V. BID CONTACT

Questions regarding this Invitation to Bid should be made electronically to The Service Director, Jim Anderson at janderson@seuclid.com no later than May 12, 2020.

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services

THIS AGREEMENT (the "Agreement") for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the City of South Euclid, a City in the County of Cuyahoga, State of Ohio the City of South Euclid with its offices located at 1349 South Euclid, Ohio and [INSERT CONTRACTOR NAME] (the "Contractor"), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address).

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City of South Euclid may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, the City of South Euclid, pursuant to a Motion adopted on _____, [INSERT DATE], which authorized the City of South Euclid to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, following publication of the Invitation to Bid in the Sun Messenger on [INSERT DATE] and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on [INSERT DATE], the Bid of the Contractor has been determined to be lowest and best;

WHEREAS, the City of South Euclid and the Contractor have agreed on terms and conditions for the Residential Solid Waste Collection, Disposal and Recycling Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto and incorporated by reference; and

WHEREAS, the City of South Euclid has considered the Bid; and the Council of the City of South Euclid, pursuant to [INSERT ORDINANCE/RESOLUTION NO.] which approved the Contract and authorized the [INSERT TITLE] to execute the Contract by and on behalf of the City of South Euclid, and the City of South Euclid has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City of South Euclid and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in Exhibit A: Definitions

ARTICLE III - TERM

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is June 01, 2020 and the term of this Agreement shall terminate on May 31, 2025.

ARTICLE III - STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the City of South Euclid's Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, disposal and processing facilities with scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

1. Automated Solid Waste and Automated Recycling Collection and Disposal

Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 6:00 p.m. on the day designated for collection.

Provide one 95-gallon wheeled Cart for Solid Waste & one 65-gallon wheeled Cart for Recycling.

The City will pick up yard waste from April through October and the Contractor will pick up yard waste from November through March.

2. Solid Waste Transfer and Disposal Services

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal at the facilities identified in the Bid or at additional facilities approved by the City of South Euclid.

3. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing at the facilities identified in the Bid or at additional facilities approved by the City of South Euclid. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the recycling list.

Any charge for contaminated loads or excessive residuals by the MRF or Compost Facility shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the City of South Euclid within 48 hours of receiving the charge so steps can be taken to address the contamination in conjunction with the Contractor.

4. **Container Services**

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the City of South Euclid, at the locations and frequency requested by the City of South Euclid, as set forth in the City of South Euclid's Invitation to Bid.

5. **Customer Education**

The City of South Euclid will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing solid waste collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the City of South Euclid's approved requirements for Solid Waste Collection. Information to be included in the brochure shall include: the Contractor's local phone number; cart set out guidelines; the day and estimated time of collection 7:00 a.m. to 6:00 p.m.; a description of the Solid Wastes appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recyclables collection will be provided. The Contractor shall provide the City of South Euclid an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy.

6. **Customer Service, Notification and Compliance**

The Contractor will maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City of South Euclid with copies of all tags left at each Unit pursuant to this section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the City of South Euclid and the Contractor. The Contractor shall not

take undue measures to determine compliance with specified weight or size restrictions, but shall act in good faith, in favor of the City of South Euclid and the Residents receiving the Collection Services.

7. Implementation Plan

The Contractor shall submit to the City of South Euclid and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete; (e) that the Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. Price for Residential Solid Waste Collection, Disposal and Recycling Services

During the term, the City of South Euclid agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection, Disposal and Recycling Services as set forth in BID FORM 7, which includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station, Recycling Processing and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio, and for Services identified on BID FORM 8. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of June 01, 2020. Should any Governmental Fees increase or decrease during the term of the Contract, the Contractor may add or shall subtract the amount of the increase to the per ton disposal cost charged to the City of South Euclid based upon the following formula:

Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, Solid Waste Transfer Facility may be passed on by the Contractor. Any and all Governmental Fee decreases shall be passed on by the Contractor. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. The Contractor shall give the City of South Euclid and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference = 12

Note that the Cuyahoga County Solid Waste District's generation fee will increase from \$1.50 to \$2.00 on January 1, 2023 and such increase may be passed-through pursuant to the formula $(\$0.50 \cdot 12 = \0.04 per month increase to the per household per month price).

2. Record Keeping - Daily, Monthly, and Annual Report

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City of South Euclid. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. Billing Service and Payment

The Contractor will invoice the City of South Euclid for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the City of South Euclid, Director of Public Service.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City of South Euclid in all respects, or such other security acceptable to the City of South Euclid. The Performance Bond will be issued annually for each contract year during the term of the contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City of South Euclid, and Contractor will furnish the City of South Euclid certificates of insurance or other evidence satisfactory to the City of South Euclid evidencing the required insurance has been procured and is in force. Contractor will upon written request from City of South Euclid provide the City of South Euclid with original copies of the policies and all endorsements to any such policies.

The City of South Euclid and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability.

Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance, the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self insurance, or self-funding arrangement maintained by City of South Euclid which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. The City of South Euclid shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.
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Workers' Compensation Coverage. Prior to commencing work under this Agreement, the Contractor shall furnish to the City of South Euclid satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Contractor shall hold the City of South Euclid free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City of South Euclid, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City of South Euclid, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may

hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the City of South Euclid, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City of South Euclid.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City of South Euclid may terminate the Agreement in the following manner: the City of South Euclid shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City of South Euclid with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City of South Euclid may terminate this Agreement. Any such termination shall not take effect until the City of South Euclid is able to secure alternate or substitute performance. The City of South Euclid, may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal and Recycling Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City of South Euclid, in the exercise of the reasonable discretion of the City of South Euclid.

2. **Surety or City Cover in the Event of a Material Failure.**

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the City of South Euclid shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City of South Euclid is unable to provide or obtain cover, the effective termination date may be delayed by the City of South Euclid until the City of South Euclid completes the process of obtaining a substitute service provider of the Residential Solid Waste Collection, Disposal and Recycling Services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City of South Euclid's receipt of more than twenty (20) bona fide complaints in any given month regarding the collection services. A bona fide complaint is a complaint that the City of South Euclid has investigated and determined that the complaints represent failures of the Contractor to provide the required collection services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City of South Euclid income taxes.

3. **Termination for Change of Control of Collection Contractor.**

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City of South Euclid shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City of South Euclid is able to obtain alternate or substitute service.

4. **Force Majeure.**

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. **Entire Agreement**

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. **Notices**

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to

the Contractor, attention _____ and to the City of South Euclid, attention
Jim Anderson, Director of Public Service, at their respective addresses set forth above. Any
change in address must be given in like manner.

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City of South Euclid or the Contractor arising out of a breach or alleged breach of this Agreement by the City of South Euclid or the Contractor will be effective unless in writing signed by the City of South Euclid and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City of South Euclid which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City of South Euclid and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City of South Euclid and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City of South Euclid and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

City of South Euclid

Name

Title

Signature

Date

Approved by City Attorney or Village Law Director

[CONTRACTOR NAME]

Name

Title

Signature

Date

EXHIBIT A: Definitions

- "Agreement" means the Contract for Residential Solid Waste Collection, Disposal and Recycling Services.
- "Appliances" means all white goods.
- "Bid" means a price submitted to the City of South Euclid in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.
- "Bid Bond" means a bond or any other instrument acceptable by the City of South Euclid and in accordance with any local ordinance ensuring the City of South Euclid that the Successful Bidder will execute the Agreement substantially in the form provided in the Bid Documents.
- "Bidder" means a person, partnership, joint venture, corporation or limited liability company submitting a Bid to the City of South Euclid in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.
- "Bid Documents" means the documents prepared and furnished by the City of South Euclid. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and exhibits thereto.
- "Bid Form(s)" means the forms provided by the City of South Euclid in the Bid Documents on which all Bids must be submitted.
- "Bulky Waste" means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential container or 96 Gallon Wheeled Cart, (i.e. stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances that are not Freon-containing). Bulky Waste does not include Excess Bagged Waste.
- "Collection Contractor" means the individual or entity selected by a City of South Euclid for the collection of Solid Waste, Recyclable Materials and/or yard waste from Residential Units, municipal facilities and during special events within the City of South Euclid.
- "Collection Vehicles" mean those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.
- "Commencement Date" means the first day of the first week during which the Residential Solid Waste Collection, Disposal and Recycling Services will commence.
- "Compost" as defined in OAC 3745-560-02(C)(1-4)
- "Composting" means the biological decomposition of yard waste and other organic wastes under controlled conditions resulting in compost. Controlled conditions include but are not limited to grinding, shredding, chipping, mixing feedstocks, bulking agents and additives, piling, physical

turning, aerating, adding moisture, performing procedures to achieve human pathogen reduction, or other processing of solid wastes.

"Compost Facility" means the classes of facilities regulated by the Ohio EPA as defined in OAC 3745-560-02(C)(1-4)

"Construction Debris" means waste building materials resulting from construction, remodeling, repair or demolition operations.

"Container Services" means the provision by the Contractor of rear or front load, roll-off containers and carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

"Contamination" means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste or any Non-Recyclable Materials that are commingled with Recyclable Materials or Yard Waste and hinder or prevent the processing of the Recyclable Materials or Yard Waste by the Contractor at the MRF or Compost Facility.

"Contaminated Loads" means loads of materials delivered to the MRF or Compost Facility that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

"Contract or Form of Contract" means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into by and between the Successful Bidder and the City of South Euclid.

"Contract Documents" include the Request for Proposals, Instructions to Bidders, Contractor's Bid and supporting documents, General Specifications, the Contract Performance Bond or any addenda or changes to the foregoing documents agreed to by the City of South Euclid and the Contractor.

"Contractor" means the person, corporation, partnership, or limited liability company performing Residential Solid Waste Collection, Disposal and Recycling Services under contract with the City of South Euclid.

"County of Cuyahoga" refers to the geographic region of the Cuyahoga County Solid Waste District which includes a small portion of the Village of Hunting Valley that is located within Geauga County.

"Curbside" "Curb" means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

"Dead Animals" mean animals or portions thereof equal to or greater than 50 lbs. in weight that have expired from any natural cause regulated by law, except those slaughtered or killed for human use.

"Disposal Site" means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

"Excess Bagged Waste" is Solid Waste, Refuse, or Garbage that is placed outside of the 95-gallon collection container for Solid Waste.

"Freon-Containing Appliances" means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant. Refrigerants/Freon must be recovered prior to acceptance for disposal. Compliance and removal of Freon is responsibility of Contractor.

"Fuel Price Adjustment" means an increase or decrease proposed by the Successful Bidder in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

"Garbage" means any and all dead animals less than 50 lbs. in weight, except those slaughtered for human consumption, every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruit, grains or other animal or vegetable matter (including, but not by way of imitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Rubbish or Stable Matter.

"Governmental Fees" means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

"Holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

"Household Hazardous Waste" means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous waste as that term is defined by or pursuant to Federal or State law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

"Invitation to Bid" means the request of the City of South Euclid for bids for Residential Solid Waste Collection, Disposal and Recycling Services.

"Instructions to Bidders" means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

"Material Recovery Facility", "MRF" or "Recycling Facility" means a facility that sorts and processes Mixed Recyclables to prepare them for processing and reconstitution as a product sold in commerce.

"Municipality" means the City of South Euclid, Ohio located in Cuyahoga County.

"Notice of Award" means written notification that a Bid has been accepted by the City of South Euclid.

"Notice to Proceed" means written notice from the City of South Euclid to commence the Residential Solid Waste Collection, Disposal and Recycling Services.

"Performance Bond" means a bond or any other instrument acceptable by the City of South Euclid and in accordance with any local ordinance insuring the City of South Euclid is issued to guarantee full and complete execution and performance of the Contract.

"Producer" means an owner or occupant of a Residential Unit who generates refuse.

"Recyclables" or "Mixed Recyclables" or "Recyclable Materials" includes, but not limited to, cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic bottles and jugs.

"Recycling Services" or "Recycling Processing Services" means the acceptance of Recyclables and recycling processing services provided by a Material Recovery Facility or Recycling Facility.

"Refuse" means all residential Refuse and Bulky Waste, limited Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

"Residential Refuse" means all Garbage, Refuse, Rubbish and Bulky Waste generated by a Producer at a Residential Unit.

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

"Residual Solid Waste" means Solid Waste Commingled with source separated Recyclable Materials.

"Rubbish" means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

"Solid Waste" means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

"Solid Waste Landfill" or "Solid Waste Disposal Facility" means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

"Solid Waste Transfer Station" or "Solid Waste Transfer Facility" means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a Solid Waste Disposal Facility.

"Stable Matter" means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

"Successful Bidder" means the Bidder selected by the City of South Euclid to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

"Term" means the duration of the Contract.

"Yard Waste" means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

"65-gallon Wheeled Cart" means a wheeled, rollout cart of approximately 65 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

"95-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 95 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

EXHIBIT B: Current Workers' Compensation Certificate

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

Ohio

Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer:
00756376

Period Specified Below
07/01/2019 to 07/01/2020

KIMBLE RECYCLING AND DISPOSAL INC
J&J REFLUSE INC
3596 STATE ROUTE 39 NW
DOVER, OH 44622-7232



www.bwc.ohio.gov
Issued by: BWC

Stephen R. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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

Ohio

Bureau of Workers' Compensation

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller & Miller Insurance Agency 599 Monroe St Dover, OH 44622		CONTACT NAME: Becky Yost PHONE (A/C, No. Ext.): (330) 364-6641 FAX (A/C, No.): (330) 384-1580 E-MAIL ADDRESS: byost@millerandmillerins.com	
INSURED Kimble Recycling & Disposal, Inc., DBA: JJJ Refuse PO Box 448 Dover, OH 44622		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Mutual Casualty Co	NAIC # 21415
		INSURER B: Gemini Insurance Company	NAIC # 18833
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, Auto, UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCR. LTR	TYPE OF INSURANCE	ADDRESS		POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
		INSR	WYD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Defense outside of limit GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			506-84-80-20	05/17/2019	05/17/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E6-84-80-20	05/17/2019	05/17/2020	MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			GVE100180603	05/17/2019	05/17/2020	GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5D6-84-80-20	05/17/2019	05/17/2020	Employee Benefits	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
C	<input checked="" type="checkbox"/> EXCESS LIABILITY			ZUP-71M97169-19-NF	05/17/2019	05/17/2020	BOODLY INJURY (Per person)	\$
							BOODLY INJURY (Per accident)	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WASTE HAULER
Written notice of cancellation will be provided to the additional insured 30 days prior to the date of cancellation. Written notice of cancellation for non-payment of premium will be provided to the additional insured 10 days prior to the date of cancellation and 30 days prior for any other type of cancellation per Ohio State Law and policy provisions.

CERTIFICATE HOLDER City of South Euclid 1394 South Greed Rd South Euclid, OH 44121		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Becky Yost</i>	
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EXHIBIT C: Corporation Affidavit

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

STATE OF OHIO

COUNTY OF Tuscarawas

Eric Kimble being duly sworn, deposes and says that he/she is Secretary of the Kimble Recycling & Disposal Inc., a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

3596 State Route 39 NW, Dover, OH 44622

Street Address/City/State/Zip Code

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

Kimble Recycling & Disposal Inc.

Name of Corporation

AFFIANT further says that: Keith B. Kimble, President

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Residential Solid Waste Collection Disposal and Recycling Services Bid

Name of Agreement

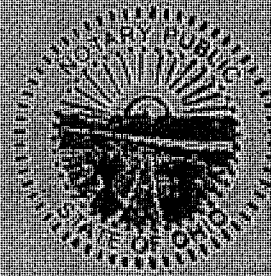
for said Corporation by virtue of:

Resolution by Board 4-19-19

(State whether a provision of bylaws or resolution by Board - (if resolution, give date of adoption))

Eric Kimble
Signature Eric Kimble, Secretary

Sworn to before me and subscribed in my presence this 14th day of May, 2020.



TINA M BRANDON
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES

August 17, 2020

Tina M Brandon
Notary Public
My Commission Expires August 17, 2020

EXHIBIT D: Performance Bond

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2020, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ___ day of _____, 2020, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(SEAL)		(SEAL)	
_____	_____	_____	_____
(Witness as to Principal)	(Address)	(Witness as to Surety)	(Attorney-in-Fact)
_____	(Address)	(Address)	(Address)
		(Address)	(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

BID FORMS AND ENCLOSURES

Each Bid to be considered responsive, must contain the following:

- Cover Page:** Include the name and address of the company submitting the bid, the company contact name and contact information
- Bid Form 1:** Statement of Qualifications
- Bid Form 2:** Facility Information
- Bid Form 3:** Bidder's Representations and Warranties
- Bid Form 4:** Non-Collusion Affidavit
- Bid Form 5:** Personal Property Tax Affidavit
- Bid Form 6:** Taxpayer Identification - W-9 Form
- Bid Form 7:** Price Sheet, Inclusive Pricing for Collection, Disposal and Recycling Services
- Bid Form 8:** Mayflower Condominiums (price per pull)

Current Ohio Worker's Compensation Certificate

Bid Bond

BID FORM I

Bidder Identification and References

Bidder Identification:

Name of Company Submitting Bid: Kimble Recycling & Disposal Inc
Street Address: 3596 State Route 39 NW Dover OH 44622
Mailing Address: 3596 State Route 39 NW Dover OH 44622
Name and Title of Individual Responsible for the Administration of a Contract, if awarded:
Don Johnson, Business Development
Phone: 330-343-1226 E-mail: djohnson@kimblecompanies.com

Qualifications Statement:

On a separate sheet of paper to be attached to this bid form, describe your overall company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. Include your implementation as identified in Section III, Paragraph 7 of the Contract. This information will enable the Municipality to judge the responsibility, experience, and capability of the Bidder.

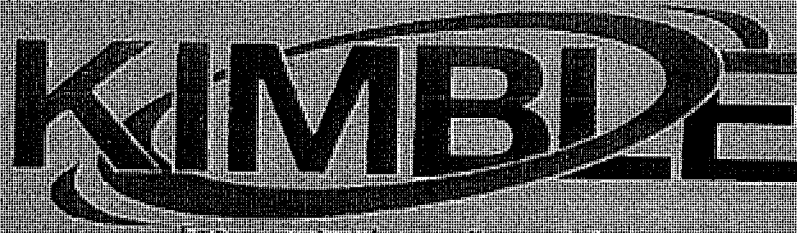
References:

Provide three (3) references of current municipal customers

Contracting Authority: City of North Canton
Contract Contact and Phone Number: Patrick De Orio 330-499-5081
Contract Term and Description: July 2008 to Present
Solid Waste and Recycling Collection and Disposal

Contracting Authority: City of Garfield Heights
Contract Contact and Phone Number: Vic Collova 216-475-4388
Contract Term and Description: Solid Waste and Recycling Collection and Disposal
June 2008 to Present

Contracting Authority: City of Dover
Contract Contact and Phone Number: David Douglas 330-343-6725
Contract Term and Description: July 1998 to Present
Solid Waste and Recycling Collection and Disposal.



Energy, materials, recycling and disposal done right.

Statement of Experience

City of South Euclid

Bid Proposal:

**For Residential Solid Waste Collection, Disposal and Recycling
Services**

May 14, 2020

KIMBLE

STATEMENT OF QUALIFICATIONS

Kimble maintains its headquarters at:

Kimble Companies
3596 State Route 39 NW
Dover, OH 44622
330-343-5665 phone
330-343-0411 fax

Additional offices are maintained at:

Kimble Companies 8500 Chamberlin Rd Twinsburg, OH	Kimble Companies 2295 Bolivar Rd Canton, OH	Kimble Companies 2403 Chase Rd SE Carrollton, OH	Kimble Companies 46770 West National Rd St. Clairsville, OH
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Kimble Companies
4217 Glenn Highway
Cambridge, OH 43725

Kimble has suitable financial means to meet obligations incidental to the performance of the contract. Our ability to secure the bond for this bid and contract, plus our ability to bond over \$15 million worth of performance contracts in the eastern part of Ohio, provides evidence of our financial capabilities. In addition, our ability to grow the business for the past 20 years to a mid eight figure revenue base serving only eastern Ohio markets, reflects our commitment to a solid growth plan and a commitment to service local communities near our base of operations.

Kimble maintains its own service department and shop to make all repairs and adjustments on the equipment used to service this contract. Our shop in Dover (28,000 square feet of shop space) serves as evidence that we maintain our own service department qualified to make all necessary repairs and adjustments. We also have our own repair and maintenance shop in Cambridge, and our own repair and maintenance shop in Twinsburg Township. Our service department in Twinsburg Township will respond to any breakdowns in the City, and the staffing of our Twinsburg Township service department is sufficient to maintain a high level of service in executing this contract.

Kimble intends to utilize forty (40) cubic yard Mack/NcNeilus LE trucks, with a gross vehicle weight of 66,000 pounds, to complete the described residential curbside solid waste and recycling collection for the City. These trucks will be equipped with a Curotto Can that has an automated collection arm that grabs and empties the 96 and 65 gallon carts. These trucks are designed to allow drivers to manually collect excess solid waste properly contained and bulk items. Kimble maintains up to fifteen backup units within the fleet which would be available in case of breakdowns or emergencies.

Kimble will utilize up to five drivers per day to provide refuse and recycling collection service under this contract, based on 5-day collection. A supervisor will be assigned to oversee the work and make contact with the City on a periodic basis. Therefore, a total of up to 6 employees will be utilized in the direct performance of this contract.

Kimble employs a total of 490 employees, and many of those will be employed indirectly in the performance of this contract as operations support and administrative support personnel. Backup and replacement drivers and throwers are available and will be scheduled as needed. The drivers and throwers will be responsible for providing collection and removal of refuse and recyclables with associated services as required by the contract. The efforts of these operations employees will be supported by a customer service staff with specific responsibility for handling customer service issues in the City. The service will also be supported by dispatching staff, a Route Supervisor, Kimble Accounting staff, as well as all staff associated with the Transfer and Recycling Facility and the Landfill where the City's materials will be disposed or processed.

Attached is a list of municipalities or other subdivisions where Kimble has operated a refuse collection system and the period of time operated.

SUMMARY OF MANAGEMENT PRACTICES

Kimble operates residential, commercial and industrial refuse collection and disposal of solid waste and recycling services in twenty-three counties in Eastern Ohio from five operating locations with over 250 trucks and 490 employees.

Our customer service representatives are available from 7:00am to 5:30pm weekdays and 8:00am to noon on Saturdays. The phones are answered by our customer service people to respond to any inquiry. Any calls received after hours will be returned the morning of the next business day. Our toll free phone number is 1-800-201-0005.

All new customers are furnished an information packet that details the services offered and the specifics concerning collection of waste and recycling.

Kimble maintains contact with route drivers through company cell phones and on-board computers. Customer service representatives can dispatch or relay any messages that are called in by customers. Routing supervisors are available to handle complaints that require on-site attention.

Drivers keep a log of customers on their route who do not have trash out and at what time they were at the location. The driver also logs those customers who have unacceptable materials out for pickup. These logs are made available daily to the customer service department for quick reference.

Management is informed of any customer related issues that are not routine, recurring or not satisfied through the customer service department. Any second time callers regarding the same issue are recorded on a log for management review and to ensure supervisor follow up for resolution. The drivers and helpers are compensated based on performance standards, if there is a problem the employee is written up and counseled with training and/or discipline to correct performance.

Drivers and throwers wear high visibility vests and a uniform. They are courteous waste handling professionals and unprofessional performance is not tolerated. Equipment is well maintained and cleaned weekly by our truck maintenance shop.

COMPANY BACKGROUND/FACILITIES

Kimble, based in Dover, has played a major role in providing convenient and affordable access to curbside collection of refuse and recyclables for communities in Eastern Ohio. Curbside collection of recyclables involves collection at the curb in a special container, and transporting the recyclables to a "clean" Material Recovery Facility (MRF) to be sorted and baled for market. In the last decade, the number of communities in the U.S. with access to curbside recycling grew from a little over 3,000 to over

9.700, and the U.S. population being served through curbside recycling jumped from 37 million to 139 million. This trend is no exception here in Eastern Ohio where the majority of communities have implemented curbside collection programs either through public collection or private collection via companies like Kimble.

Kimble has expanded to offer its curbside collection services in a twenty-three county area in Eastern Ohio. All recyclables collected are processed at the Kimble Transfer and Recycling Facility in Twinsburg Township, and all non-recyclables and trash are transported to the Kimble Sanitary Landfill for landfill disposal. Kimble customers are typically provided with a Kimble two-wheeled tote for trash collection, and a separate receptacle to hold recyclables. A Kimble recycling truck picks up the recyclable items separate from the trash and transports them to the Kimble Transfer and Recycling Facility. The recycling truck is designed to collect the recyclables as a "single stream" to maximize collection efficiency, customer convenience, and thus participation and volume.

Kimble's curbside services, and the strategic locations of the Kimble Transfer and Recycling Facilities, together with a dedicated workforce, has aided in Kimble's significant growth since entering the collection business in 1994. In just twenty years, Kimble's recycling and collection company has grown from 9 employees and 6 trucks, to 490 employees and 250 trucks, and is one of the largest independently owned haulers currently operating in Ohio.

To complement the growth of Kimble's truck fleet and to increase the efficiency of all the company's mobile equipment and operations, the Kimble family constructed a 20,000 square foot asphalt and concrete pad to stage a fuel station for company vehicle use. The fuel station includes eight pumps for gasoline and diesel, one 15,000 gallon gas tank and three 20,000 diesel fuel tanks, computerized fuel dispensing and recording system, and a 2,300 square foot open-air structured roof.

A compressed natural gas fueling station was added in 2011 to fuel the company's new fleet of trucks fueled by clean burning natural gas, and a second compressed natural gas fueling station commenced operations in 2016.

The Kimble's decision in 1994 to expand and perform collection of recyclables and solid waste, represented a significant departure in business strategy, but a necessary one due to the national waste conglomerates' aggressive consolidation of the trash hauling industry. The growth and development of Kimble's recycling and collection company has resulted in increased competition and thus lower costs for businesses and citizens of Eastern Ohio.

Disposition of Refuse, and Recyclable Materials

Kimble intends to utilize Multi-Pack style trucks, manufactured by Heil, to complete the described curbside waste collection for the City. Collection of curbside recyclables will also occur on the same day as trash collection, utilizing Multi-Pack recycling trucks. Kimble maintains up to fifteen backup units within the fleet which would be available in case of breakdowns or emergencies.

Solid waste and commingled recyclables will be picked by separate trucks on the same day, and the solid waste and recyclables will remain segregated, with the waste being disposed of at the Kimble Sanitary Landfill in Dover, and the recyclables being processed and prepared for market at the Kimble Transfer and Recycling Facility.

No subcontractors are to be employed by Kimble. Kimble will utilize the Kimble Transfer and Recycling Facility, and the Kimble Sanitary Landfill in Dover, all owned by the Kimble family.

The Kimble family has been in the mining and solid waste disposal business for sixty-eight years. The company was started by Floyd and Doris Kimble in 1950 and the company has grown exponentially over time from a small mining operation, to a group of diverse energy and resource management companies. These companies represent an integrated group of enterprises in mining, manufacturing, and solid waste management. The solid waste management division includes collection, transfer, recycling, and specialty hauling as well as a state of the art subtitle D landfill.

Kimble operates in a 23 County area in northeast and east central Ohio, and is the largest independently owned hauler in that market. The company owns and operates over 250 trucks in its fleet, including walking floor trash transfer trailers, roll-off trucks, numerous solid waste disposal packers and recycling trucks, along with all necessary support trucks and equipment.

Kimble has a number of waste and recycling contracts with Ohio cities, counties, and industrial clients.

Disposal/Recycling Facilities

Kimble is part of a fully integrated solid waste services organization. In serving the City of South Euclid, Kimble will utilize the following disposal/recycling facilities owned and operated by the Kimble family:

Kimble Sanitary Landfill

The Kimble Landfill was opened in 1950 at a site west of Dover, Ohio. Originally it was a clay lined site. The facility has been continually upgraded as technology developed and regulatory requirements increased. The facility has expanded into a state of the art double lined site combining the best available technology of a poly lined system with natural clays. The landfill is geologically sound and environmentally secure with layers of impermeable shale and clay

between the fill floor and waste aquifers. The separation distance is substantially greater than most other landfills.

In December 1998 the Ohio EPA issued to the Kimbles a new permit increasing the landfill to 47,000,000 cubic yards of airspace. This guarantees long term disposal for over forty years. The increase makes the Kimble Landfill the largest and most technologically up-to-date site in the State of Ohio.

Kimble Transfer and Recycling Facility – Twinsburg Township, Ohio

Opened May, 2007, Kimble procured permitting through local and state government agencies, completed construction, and now operate the solid waste transfer and recycling facility located in Twinsburg Township, Ohio. Recycling at this site includes manual removal of cardboard, white goods, and wood waste from the incoming waste stream. In 2012, Kimble completed an expansion of the facility to include a 45,000 square foot recycling building. The new recycling building houses automated high-speed recycling handling equipment designed to process 25 tons per hour of single-stream commingled recyclables from residential and commercial generators. The equipment includes sensors, optical sorters, conveyors, and other material sorters totaling an estimated equipment investment of \$5 million. The completed recycling addition created 25 new jobs in Summit County.

We have carefully considered the requirements of the City of South Euclid's request for bid to provide comprehensive solid waste and recycling services. We are familiar with the service locations, equipment needs, and understand the City's desire for quality waste and recycling services.

Recycling Profile

Current Recycling Practices

RECYCLING RULES AND REGULATIONS

Please place your recycling cart out on the curb every week separate from your rubbish container by 7:00 a.m. on Collection Day. It is not necessary to put out recycling cart every week, only when full.

"SINGLE STREAM" COLLECTION OF RECYCLABLE MATERIALS

How to participate: Collect aluminum, steel and bi-metal cans, glass bottles and jars (clear, green, brown), plastic bottles and jugs, greyboard/chipped board, newspapers, magazines, cardboard, junk mail, office paper, phone books, cartons/aseptic containers, and place them together (commingled) in your recycling cart.

ITEMS EXCLUDED FROM RECYCLING COLLECTION

Window glass, light bulbs, drinking glasses, mirrors or ceramics, containers that are contaminated (examples: motor oil, antifreeze, pesticides, herbicide, and containers with food in them). If recycling carts are not serviced (contents not collected) due to contamination items being in them, a note will be left. Please then place the items in your rubbish for collection the next week.

Kimble Sanitary Landfill

The Kimble Sanitary Landfill was opened in 1950 at a site west of Dover, Ohio. Originally it was a clay lined site. The facility has been continually upgraded as technology developed and regulatory requirements increased. The facility has expanded into a state of the art double lined site combining the best available technology of a poly lined system with natural clays.

In 1998, the company sited and initiated operation of a composting and mulching operation on the same site in Dover, just west of the permitted landfill footprint. This operation positioned the company to begin diverting clean organic waste materials from the landfill, for conversion to salable mulch and soil conditioners, and to respond to State and municipal mandates to recycle yard waste.

The "Kimble Compost Facility" in Dover was registered as a Type IV composting facility with the State of Ohio in 1998, and since that time has been managing a variety of materials including yardwaste, grass, leaves, brush, yardwaste in paper bags, Christmas trees, logs, stumps, used pallets, tree limbs, and other clean woody wastes.

The company further expanded their carbonaceous waste recycling capabilities through the purchase of a Morbark 1300 rub grinders to process logs, stumps, used pallets, and tree limbs. Since the grinder is mobile, materials can be processed at the generators' sites or woody wastes can be transferred to the Dover site to be processed.

The company's latest project at the landfill is to move from a passive gas collection system to a

methane extraction system to harness renewable energy. This initiative utilizes advanced technology to make "green" renewable energy from landfill generated gas. The technology accelerates the decomposition of organic waste and creates a clean, reliable source of renewable energy to displace consumption of virgin natural resources.

Kimble Transfer and Recycling Facility

Opened May, 2007, Kimble procured permitting through local and state government agencies, completed construction, and now operate the solid waste transfer and recycling facility located in Twinsburg Township, Ohio. Recycling at this site includes manual removal of cardboard, white goods, and wood waste from the incoming waste stream. In 2012, Kimble completed an expansion of the facility to include a 45,000 square foot recycling building. The new recycling building houses automated high-speed recycling handling equipment designed to process 25 tons per hour of single-stream comingled recyclables from residential and commercial generators. The equipment includes sensors, optical sorters, conveyors, and other material sorters totaling an equipment investment of \$10 million. The completed recycling addition created 25 new jobs in Summit County.

Recovered recyclables such as aluminum, ferrous metals, copper, various grades of paper and corrugated cardboard are baled at the facility. They are temporarily stored prior to shipment and marketed to end users throughout the Midwest.

Residents are typically provided with a rigid plastic container to hold comingled recyclables. Materials promoted for recycling at curbside are:

Glass beverage bottles and food jars; aluminum, bi-metal, and steel cans; plastic milk containers, bottles, and containers; newspaper, and corrugated cardboard.

Kimble Recycling and Disposal

Kimble Recycling and Disposal, based in Dover, has played a major role in providing convenient and affordable access to curbside collection of refuse and recyclables for communities in Eastern Ohio. Curbside collection of recyclables involves collection at the curb in a special container, and transporting the recyclables to a "clean" Material Recovery Facility (MRF) to be sorted and baled for market. In the last decade, the number of communities in the U.S. with access to curbside recycling grew from a little over 3,000 to over 9,700, and the U.S. population being served through curbside recycling jumped from 37 million to 139 million. This trend is no exception here in Eastern Ohio where the majority of communities have implemented curbside collection programs either through public collection or private collection via companies like Kimble Recycling & Disposal.

Kimble has expanded to offer its curbside collection services throughout Eastern Ohio. All

recyclables collected are processed at the Kimble Transfer and Recycling Facility in Canton, and all non-recyclables and trash are transported to the Kimble Sanitary Landfill for landfill disposal. Kimble customers are typically provided with a Kimble two-wheeled tote for trash collection, and a separate receptacle to hold recyclables. A Kimble recycling truck picks up the recyclable items separate from the trash and transports them to the Kimble Transfer and Recycling Facility. The recycling truck is specially designed to keep the paper and cardboard items separate from the rest of the recyclables, to maintain their cleanliness and value in the marketplace.

Kimble's curbside services, and the strategic locations of the Kimble Transfer and Recycling Facilities, together with a dedicated workforce, has aided in Kimble's significant growth since being acquired by the Kimble family in 1994.

The Kimble's decision in 1994 to develop a clean Material Recovery Facility, and expand curbside collection of recyclables, represented a significant investment in the recycling business. Kimble remains the only hauler offering curbside collection of recyclables in the unincorporated areas of Stark County. Kimble's investment has resulted in increased competition, as well as lower costs and recycling opportunities for the businesses and citizens of Eastern Ohio.

Collection Fleet and Container Information

KIMBLE offers residential, commercial and industrial refuse collection and disposal of solid waste and recycling services in twenty-three counties in Eastern Ohio from five operating locations with over 250 trucks and 490 employees. Thus, KIMBLE clearly maintains the capacity to provide the service requested in this Invitation to Bid.

Under the automated collection of solid waste and recyclable materials bid for the City of South Euclid Kimble will utilize trucks that are equipped to provide automated collection. Kimble will utilize forty (40) yard Mack/McNeilus LE trucks with a gross vehicle weight of 66,000 pounds. These trucks will be equipped with a Curatto Can that has an automated collection arm that grabs and empties the wheeled carts.

For the 5 day pick up bid option we will use 2-3 trucks for solid waste and at least 1-2 trucks for recyclable material collections.

Kimble utilizes a dark (forest) green color for its wheeled trash carts, and a bright (apple) green color for its wheeled recycling carts. The recycling carts have a black lid with a multi-color graphic molded into the top of the lid with instructions for the resident on recycling.

For bulk collection Kimble will have available ample drivers and equipment to collect the additional material set out for collection.

KIMBLE - CUSTOMER SERVICE DEPARTMENT

Kimble provides residential, commercial and industrial refuse collection and disposal of solid waste and recycling services in twenty-three counties in Eastern Ohio from five operating locations with over 250 trucks and 490 employees.

Our customer service representatives are available from 7:00am to 5:30pm weekdays and 7:30am to 2:00 pm on Saturdays. The phones are answered by our customer service representatives (not an auto attendant or voice mail) to respond to any inquiry. Any calls received after hours will be returned the morning of the next business day. Our toll free phone number is 1-800-201-0005.

All new customers are furnished an information packet that details the services offered and the specifics concerning collection of solid waste and recycling.

Kimble maintains contact with route drivers through company cell phones and on-board computers. Customer service representatives can dispatch or relay any messages that are called in by customers. Routing supervisors are available to handle complaints that require on-site attention.

Drivers keep a log of customers on their route who do not have trash out and the time they were at the customers address. The driver also logs those customers who have unacceptable materials out for pickup. These logs are inputted to a computer software program and made available daily to the customer service department for quick reference.

Management is informed of any customer related issues that are not routine or recurring through the customer service department. The customer issue is then recorded on a log for management review and to ensure supervisor follow up for resolution. Drivers and throwers wear high visibility vests and a uniform. They are courteous waste handling professionals and unprofessional performance is not tolerated. Equipment is well maintained and cleaned weekly by our truck maintenance shop.

Listing of Principals

Names and addresses of all stockholders, partners, or shareholders, or any other person having interest in Kimble:

Keith Kimble
President, Kimble
3509 State Route 39
Dover, Ohio 44622

Eric Kimble
Secretary, Kimble
3596 State Route 39
Dover, Ohio 44622

Greg Kimble
Vice President, Kimble
4653 Old Route 39
Dover, Ohio 44622

Doris Kimble
Treasurer, Kimble
3596 State Route 39
Dover, Ohio 44622

The officers founded Kimble Recycling and Disposal in 1995 with the purchase of several local hauling companies. Each officer has worked for the family business of mining, gas and oil production, and landfill operation.

COMPANY OVERVIEW AND MANAGEMENT STAFF

The Kimble family has been in the mining and solid waste disposal business for sixty-nine years. The company was started by Floyd and Doris Kimble in 1950 and the company has grown exponentially over time from a small mining operation to a group of diverse energy and resource management companies. These companies represent an integrated group of enterprises in mining, manufacturing, and solid waste management. The solid waste management division includes collection, transfer, recycling, and specialty hauling as well as a state of the art subtitle D landfill.

The Company's Board of Directors is comprised of the following:

Keith Kimble
CEO & President

Eric Kimble
Secretary

Greg Kimble
Vice President

Doris Kimble
Treasurer

Each officer has worked for the family business of mining, gas and oil production, and landfill operation.

Other key members of the organization:

Don Johnson, Operations Northern Division - Over 32 years in the environmental industry. Previous General Management experience with BFI Inc. Also managed hauling divisions, recycling operations, and performed municipal marketing. Business Developer for Gateway Recycling in Cleveland.

Pete Gutwein, General Manager Northern Division - Over 39 years of experience in the environmental services industry with BFI and Republic, including managing refuse collection companies and transfer stations.

Mark Tondra, Engineering Services, Kimble Companies - Over 42 years in the environmental industry. Summit County Assistant Sanitation Engineer for Wastewater Treatment. Envirotec Senior Vice President of landfill operations. Mark is a P.E. with a Masters in Civil/Environmental Engineering and has a WWTP III license.

Scott Walter, Business Development, Kimble Companies - over 30 years in the environmental industry. Experience includes business development, marketing, sales and customer service with Wheelabrator Inc., Waste Management Inc., and International Process Systems.

CURRENT MUNICIPAL CONTRACTS
REFUSE COLLECTION/RECYCLING/DISPOSAL

Updated February 2020

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
Adena Village – Brenda Roski, Mayor 143 W. Main, Adena, Ohio	740-546-3664	October 2002
Alliance City – Mike Dreger, Service Director 504 Main Street, Alliance, Ohio 44601	330-821-3110	July 1999
Amsterdam Village-Kay Hilderbrand, Clerk PO Box 115, Amsterdam, Ohio 43903	740-543-4393	January 2003
Apple Creek Village- Rodney Mackey, Mayor 63 E Main St., Apple Creek, Ohio 44605	330-464-1117	July 2008
Avon Lake City – Joseph Reitz, Service Director 150 Avon Belden, Avon Lake, OH 44012	440-930-4101	April 2019
Baltic Village – Rose Baxter P.O. Box 320, 102 West Main Street, Baltic, Ohio 43804	330-897-4464	January 1997
Barberton City – Michael Vinay, Service Director 576 West Park Ave, Barberton, OH 44203	330-848-6717	March 2018
Bedford City – Clint Bellar, Service Director 165 Center Rd, Bedford, Ohio 44146	440-735-6581	August 2010
Bedford Hts City – Nick Baucco, Service Director 5661 Perkins Rd, Bedford Hts, Ohio 44146	440-786-3200	August 2010
Belpre City – Ron Cross, Service Director 715 Park Drive, Belpre, Ohio 45714	740-423-7592	July 2005
Bolivar Village – Rebecca Hubble, Mayor 109 N. Canal St, Bolivar, Ohio 44612	330-874-3717	April 2012
Boston Heights – Mayor Bill Goncy 45 East Boston Mills Road, Hudson, Ohio 44236	330-650-4111	April 2007
Boston Township – Catherin Anson, Fiscal Officer P.O. Box 123, Peninsula, Ohio 44264-0123	330-657-2600	February 2000
Brooklyn Hts Village – Ed Hatgas, Service Director 345 Tuxedo Ave Brooklyn Hts, Ohio 44131	216-351-0131	Sept. 2012

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
Burbank Village – Mayor Carolyn Dabler 100 W. Middle St. Burbank, Ohio 44214	330-469-3900	March 2016
Canton (City) Sanitation – John Highman 2436 – 30 th Street NE, Canton, Ohio 44705	330-438-4305	Sept. 2006
Carrollton Village – William Stoneman, Mayor 82 Second Street, Carrollton, Ohio 44615	330-627-2411	March 1995
CCH Solid Waste – Barb Walton, Exec. Director 618 Canton Rd NW, Suite B, Carrollton, OH 44615	330-627-7311	August 2011
Chagrin Falls Village – Benjamin Himes, Admin. Officer 21 West Washington St, Chagrin Falls, OH 44022	440-247-5050	September 2013
Chippewa Township – Darlene Smith, Administrator 14228 Galehouse Rd, Doylestown, Ohio 44230	330-658-2112	October 2015
Clinton Village – Sue Mayberry, Admin Assistant 7871 Main Street, Clinton, Ohio 44321	330-882-4782	January 2006
Cleveland City – Paul Alcantar 601 Lakeside Ave, Cleveland, OH 44114	216-664-3719	April 2015
Coshocton City – Max Crown, Safety Director 760 Chestnut St, Coshocton, Ohio 43812	740-622-1465	April 2016
Coshocton County – Tammi Rogers, Program Mgr. 401 ½ Main St, Coshocton, Ohio 43812	740-575-4813	January 2017
Creston Village – Pam Hostetler, Clerk – Treasurer 100 North Main Street, Creston, OH 44217	330-971-8026	June 2015
Cuyahoga SWD – Diane Bickett, Executive Director 4750 East 131 Street, Garfield Hts, Ohio 44125	216-443-3749	October 2010
Dennison Village – Tammie Taggart, Admin. Asst to Mayor 302 Grant Street, Dennison, OH 44621	740-922-4072	October 2014
Dover City – David Douglas, Service Director 110 East 3 rd Street, Dover, Ohio 44622	330-343-6725	July 1998
Dresden Village – Natalie Stillion Grable, Fiscal Officer 904 Chestnut Street, Dresden, OH 43821	740-754-3151	June 2014

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
Euclid City – Daniel Knecht, Service Director 585 East 222 nd , Euclid, Ohio 44123	216-289-8346	March 2010
Fairlawn City – Ernest Staten 3487 S. Smith Rd., Fairlawn, Ohio 44333	330-668-9551	March 2007
Fredericksburg Village- Chris Oehl, Solicitor 206 S. Mill St, Fredericksburg, OH 44627	330-264-2500	December 2013
Franklin Township – Cindy McVey, Fiscal Officer 1000 Muskingum Avenue, Conesville, OH 43811	740-829-2271	January 2020
Garfield Heights City – Vic Collova, Mayor 5407 Turney Rd., Garfield Heights, Ohio 44125	216-475-4388	June 2008
Green City – Valerie Wax Carr, Director of Public Service 1744 Town Park Blvd, Green, Ohio 44232	330-896-4176	January 2011
Harrisville Village – Shari Friend, Mayor P.O. Box 249, Harrisville, Ohio 43974	740-310-7534	January 2007
Hartville Village – Cindy Billings, Mayor 202 W. Maple St, Hartville, Ohio 44632	330-877-9222	September 2017
Hills & Dales Village – Mark Samolczyk Canton, OH 44708	330-454-3426	January 2013
Highland Heights City - Thom Evans, Service Director 5827 Highland Road, Highland Heights, Ohio 44143	440-461-2440	April 2004
Hinckley Township – Suzanne Peterlin, Fiscal Officer 1410 Ridge Road, Hinckley, OH 44233	330-278-4181	February 2020
Hiram Township – Diane Rodhe, Clerk P.O. Box 1827, Hiram, Ohio 44234	330-527-5200	January 2012
Hiram Village – Lou Bertrand, Mayor 11617 Garfield Rd, Hiram, OH 44234	330-569-7677	April 2012
Jefferson Township – Donna LaCroix, Fiscal Officer 11233 McClearly's Mill Rd, Kimbolton, Ohio 43749	740-489-5510	February 2015
Killbuck Village – Denny "Buck" Hahn, Mayor 138 S. Main St, Killbuck, OH 44637	330-763-3427	July 2011

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
Malta Village – Greg Hill, Mayor 449 S. Main St. Malta, OH 43758	740-962-4971	January 2019
Mantua Village – Jennie August, Clerk Treasurer 4650 High Street, Mantua, Ohio 44255	330-274-8776	January 2011
Marshallville Village – Mayor Robert Brooker 7 North Main Street, P.O. Box 169 Marshallville, Ohio 44645	330-855-2491	January 2007
Massillon City – Barb Sylvester, Director of Safety & Services 151 Lincoln Way East, Massillon, Ohio 44645	330-830-1722	January 2013
Matamoras Village – Janice Graham, Clerk 802 Grandview Ave., Matamoras, Ohio 45767	740-865-2124	October 2007
Mayfield Heights City, Robert Tribby, Director of finance 6154 Mayfield Rd, Mayfield Heights, OH 44124	440-442-2626	January 2016
Mayfield Village - Doug Metzger, Service Director 610 SOM Center Road, Mayfield Village, Ohio 44143	440-442-5506	April 2004
Medina County – Amy Lyon-Garlin, Sanitary Engineer 791 W. Smith Rd. Medina, OH 44256	330-723-9585	August 2015
Midvale Village – LuAnn Kait, Council woman P.O. Box 227, Midvale, Ohio 44653	330-339-1939	August 1990
Millersburg Village – Nathan Troyer 6 N. Washington St. Millersburg, Ohio 44654	330-674-1886	July 2010
Montville Township – Mary Pawlowski, Fiscal Officer 6665 Wadsworth Rd, Medina, OH 44256	330-725-8313	November 2017
Mount Eaton Village, Mindy Hartman Clerk/Treasurer PO Box 287, Mount Eaton, Ohio 44659	330-201-2636	January 2009
Munroe Falls City – Jim Bowery, Service Director 43 Munroe Falls Ave, Munroe Falls, OH 44262	330-688-7491	March 2018
New Concord Village – Charlotte Colley, Administrator 2 West Main Street, New Concord, OH 43762	740-826-7671	March 2019
New Philadelphia City, Mayor Joel Day 150 E. High St., New Philadelphia, Ohio 44663	330-364-4491	January 1995

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
Newburgh Heights Village – Joseph Milano, Service Director 4050 Washington Park Blvd, Newburgh Heights, Ohio 44105	216-441-2714	January 2010
North Canton City – Patrick Deomo, Director of Admin. 145 N. Main St., North Canton, Ohio 44720	330-499-5081	July 2008
Northfield Center Township – Samuel Ciocco, Administrator 9546 Brandywine Road, Northfield Center, Ohio 44067	330-467-7646	June 2005
Orange Village – Mayor Kathy Mulcahy 4600 Lander Rd, Orange, Ohio 44022	440-498-4404	August 2010
Orrville City – Karen Flinger, Safety-service 207 N. Main St, Orrville, Ohio 44667	330-684-5004	January 2010
Parral Village- Crystal DoGenova, Mayor 5229 Woodruff St. NW, Dover, OH 44622	330-340-6275	January 2015
Reminderville Village – Sam Alonso, Mayor 3382 Glenwood Blvd., Reminderville, Ohio 44202	330-562-1234	January 2008
Richmond Village- Melody Larkins, Clerk P.O. Box 335, Richmond, Ohio 43944	740-765-5372	January 2006
Rittman City- Derek Feuerstein, City Manager 30 North Main Street, Rittman, OH 44270	330-925-2045	August 2015
Roswell Village – Cathy Mackey 6048 Main St. SE, New Philadelphia, Ohio 44663	330-343-1236	June 1993
Sagamore Hills Township- Joanne Taylor, Administrator 11551 Valley View Rd, Sagamore Hills, OH 44067	330-467-0900	July 2015
Shaker Heights- Chris Gordon, Public Works Superintendent 3400 Lee Road, Shaker Heights, Ohio 44120	216-491-1400	June 2018
Shreve Village- Jessica Flinger, Fiscal Officer 150 West McConkey Street, Shreve, OH 44676	330-567-2601	June 2015
Silver Lake Village Bernie Hovey, Mayor 2961 Kent Road, Silver Lake, Ohio 44224	330-923-5233	March 2003
Smithville Village- Paul Alexander, Mayor 207 West Main Street, Smithville, OH 44677	330-669-2311	July 2013

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
South Euclid - Jim Anderson, Service Director 1349 S. Green Rd, South Euclid, Ohio 44121	216-381-0400	June 2012
South Zanesville - Chris Kerby, Village Admin. 24 E. Main St. South Zanesville, Oh 43701	740-454-2112	October 2013
Stark-Tuscarawas-Wayne Solid Waste District - David Held 9918 Wilkshire Blvd. NE, Bolivar, Ohio 44612	330-874-2258	January 2003
Stonecreek Village - Mayor Nicholas Campbell P.O. Box 117, Stonecreek, Ohio 43830	330-339-5487	May 2005
Stark County - David Held 9918 Wilkshire Blvd NE, Bolivar, Ohio 44612	330-451-7808	January 2003
Stow City - Nicolas Wren, Service Director 3760 Darrow Rd, Stow, OH 44224	330-689-2700	November 2009
Strasburg Village - Jennifer Mahoney, Fiscal Officer 358 Fifth St SW Strasburg, OH 44680	330-878-7115	June 2018
Streetsboro City - Glenn Broska, Mayor 9184 State Route 43, Streetsboro, Ohio 44242	330-626-4942	July 2001
Sugarbush Knolls Village - Bill Elder, Clerk P.O. Box 2127, Streetsboro, Ohio 44241	330-626-9651	Nov. 2003
Sugarcreek Village - Becky Crilow, Clerk P.O. Box 339, 202 N. Broadway, Sugarcreek, Ohio 44681	330-852-4112	February 1995
Summit-Akron SWA - Marcie Kress, Executive Director 12 E. Exchange St, Akron, Ohio 44308	330-374-0383	March 2010
Summitville Village - Robert Marra, Mayor PO Box 56, Summitville, Ohio 44632	234-567-6390	July 2012
Thornville Village - Traci Sturgill, Administor 1 South Main Street Thornville, OH 43076	740-246-6020	January 2014
Tuscarawas Village - DJ Meek, Administrator 522 East Cherry Street, Tuscarawas, OH 44682	740-922-4189	January 2015
Twinsburg Township - Rob Kagler, Township Manger	330-425-4497	April 2004

<u>City or Village</u>	<u>Phone #</u>	<u>Date Started</u>
9833 Ravenna Road, Twinsburg, Ohio 44087	ext. 222	
Uhrichsville City- Deb Tinnirello, Secretary 305 East Second Street, Uhrichsville, OH 44683	740-922-1242	October 2014
Walton Hills Village – Kevin Hurst, Mayor 7595 Walton Rd, Walton Hills, Ohio 44146	440-232-7800	August 2010
Warrensville Heights City- Ted Sims, Service Director 4301 Warrensville Center Rd, Warrensville Heights, OH 44128	216-244-4640	April 2016
West Salem Village – Jeni Webb, Clerk 27 South Main St, West Salem, Ohio 44287	419-853-4411	July 2011
Wickliffe City – Joe D'Ambrosio, Service Director 28730 Ridge Rd, Wickliffe, Ohio 44092	440-943-7100	February 2012
Willowick City- Robert Pauly, Service Director 31230 Vine Street, Willowick, OH 44045	440-585-0963	February 2014
Wills Township – Cathy Holt, Fiscal Officer 63371 Range Rd, Lore City, Ohio 43755	740-489-5359	February 2015
Wooster City – Tim Monea, Chief Building Official 538 North Market Street, Wooster OH 44691	330-263-5258	

BID FORM 2

Facility Information

Identify the facilities that would be used to manage solid waste and recyclables in the performance of contract services, if a contract is awarded.

Recycling/Processing Facility - Material Recovery Facility

Name of Facility: Kimble Transfer and Recycling
Owner of Facility: Kimble Company
Street Address: 8500 Chamberlin Rd, Twinsburg, OH
Facility Manager: Bruce Maxwell
Phone Number: 330-343-1226
Operating Hours: 6:00 AM - 4:00 PM
Processing Price per ton charged by facility: included in unit price

Solid Waste Transfer Station

Name of Facility: Kimble Transfer and Recycling
Owner of Facility: Kimble Company
Street Address: 8500 Chamberlin Rd, Twinsburg, OH
Ohio EPA Solid Waste Facility Identification Number: PTI # 405733 ID # 2499445
Facility Manager: Bruce Maxwell
Phone Number: 330-343-1226
Operating Hours: 6:00 AM - 7:00 PM
Transfer Price per ton charged by facility: included in unit price

Solid Waste Landfill

Name of Facility: Kimble Sanitary Landfill
Owner of Facility: Kimble Company
Street Address: 3596 State Route 39 NW, Dover, OH 44622
Ohio EPA Solid Waste Facility Identification Number: ID # 42709
Facility Manager: Dick Kimble
Phone Number: 330-343-1226
Operating Hours: 7:00 AM - 5:00 PM
Disposal Price per ton charged by facility: included in unit price

BID FORM 3

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the City of South Euclid the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection and Recycling Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Material Recovery Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.
7. Bidder warrants that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than five (5) years.

Signature

Keith B. Kimble

Printed Name, Title

Keith B. Kimble, President

Date

5/13/20

Customer Service Phone Number

800-201-0005

customer.service@kimblecompanies.com

BID FORM 4

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder, if the Bid is made by a corporation, then by its Chief Officer.

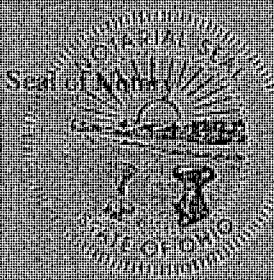
STATE OF OHIO
COUNTY OF Tuscarawas

CONTRACTOR Keith B. Kimble being first duly
(Name)
sworn, deposes and says that he is President of
(Sole owner, partners, president, etc.)
Kimble Recycling & Disposal Inc
(Company name)

the party making the foregoing Bid, that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation, that such Bid is genuine and not collusive or sham, that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone will 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 secure any advantage against the owner awarding the contract or anyone interested in the proposed contract, that all statements contained in such Bid are true, and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: Keith B. Kimble

Subscribe and sworn to before me this 13
day of May, 2020



JOELLEN D. SANDERS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
4-11-2022
Recorded in
Tuscarawas County

Joellen D. Sanders
Notary Public

BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

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

President of Kimble Recycling & Disposal Inc

Title and Name of Company

And that he/she or Kimble Recycling & Disposal Inc

Name of Company

was:

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

(OR)

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

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

Kimble Recycling & Disposal Inc

Keith B. Kimble, President

Sworn to before me, a Notary Public, this 13 day of May, 2020.



JOELLEN D. SANDERS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
4-11-2022
Recorded in
Tuscarawas County

Joellen D. Sanders
Notary Public
My Commission Expires:

BID FORM 6

Attach Taxpayer Identification W-9 Form

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
Kimble Company

2 Business name/disregarded entity name if different from above
Kimble Recycling & Disposal Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3596 State Road 39 NW

6 City, state, and ZIP code
Dover, OH 44622

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

3	4	-	0	7	5	9	8	0	4
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ **George Datoka** Date ▶ **January 2, 2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

BID Form 7

Price Sheet A: Inclusive Pricing for Collection, Disposal and Recycling Services

Instructions: Indicate in dollars and cents the total bid price for all of the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 95-gallon carts and weekly collection of Recyclables with the provision of 65-gallon carts.
2. **Solid Waste Disposal:** price to deliver solid waste to a Solid Waste Landfill and including all waste disposal fees, and all local, county and state fees, and environment fees.
3. **Recycling Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility and including all recycling processing fees.

(Indicate prices in dollars and cents to be charged for each year below)

Contract Year	Collection Cost Per Unit Per Month	Total Collection Cost Per Year (monthly Unit Cost x 12 x 8,746)
Year 1 06/01/2020 - 05/31/2021	14.87	\$ 1,560,636.24
Year 2 06/01/2021 - 05-31-2022	15.32	\$ 1,607,864.64
Year 3 06-01-2022 - 05-31-2023	15.78	\$ 1,656,192.56
Year 4 06-01-2023 - 05-31-2024	16.25	\$ 1,705,470.00
Year 5 06-01-2024 - 05-31-2025	16.90	\$ 1,773,688.80
Option Year 1 06-01-2025 - 05-31-2026	*	*
Option Year 2 06-01-2026 - 05-31-2027	*	*
Option Year 3 06-01-2027 - 05-31-2028	*	*

- Option Year renewal will be mutually agreed upon by the City and the Contractor
- The Contractor will provide all labor, vehicles and supply each Residential Unit with one 95-Gallon Wheeled Cart to be used to collect Solid Waste and one 65-Gallon Wheeled Cart to be used to collect Mixed Recyclables.
- The Lofts Condominiums located on Mayfield at Dorsh will be allowed to set out trash in bags at Curb near entrance due to no ability to store carts. Tonnage was included in annual tonnage.

* Each Year of any extension term will be subject to an annual increase based on the change in the CPI (water, sewer, trash) from the previous year (Dec to Dec) or 3.8%, whichever is higher.

BID FORM 8

Mayflower Condominiums

Roll Off Service 40 Yard

Indicate the Cost per "pull" to be charged to the City for Mayflower Condominium Association located at 13805 Cedar Road. The Contractor will provide one 40 Yard Roll-off Container and empty once per week.

Contract Year	Per Pull Cost (Tonnage is included in Annual Tonnage)
Year 1 06/01/2020 - 05/31/2021	210/pull + 44. ⁰⁰ /ton
Year 2 06/01/2021 - 05-31-2022	216/pull + 45. ³⁰ /ton
Year 3 06-01-2022 - 05-31-2023	223/pull + 46. ⁷⁰ /ton
Year 4 06-01-2023 - 05-31-2024	229/pull + 48. ¹⁰ /ton
Year 5 06-01-2024 - 05-31-2025	239/pull + 50. ⁰⁰ /ton
Option Year 1 06-01-2025 - 05-31-2026	*
Option Year 2 06-01-2026 - 05-31-2027	*
Option Year 3 06-01-2027 - 05-31-2028	*

- Option year renewal will be mutually agreed upon by the City of South Euclid and the Contractor.

* Each year of any extension term will be subject to an annual increase based on the change in the CPI (water, sewer, and trash) from the previous year (Dec to Dec), or 3.8%, whichever is higher.

BID BOND

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond payable to the City of South Euclid in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted. Please attach.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Kimble Recycling and Disposal, Inc., P.O. Box 448, Dover, OH 44622, Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124-6106, the Surety, are hereby bound unto the City of South Euclid, South Euclid City Hall, 1349 South Green Road, South Euclid, OH 44121, Obligee, in the penal sum of Ten Percent of First Years Rate (10% FYR) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Solid Waste Collection and Disposal and Recycling Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

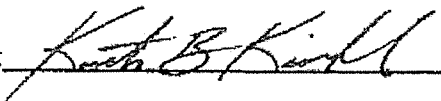
If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

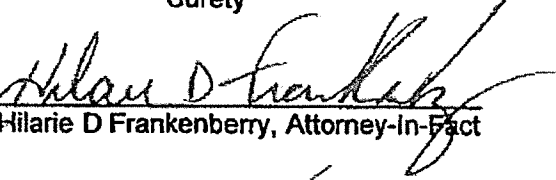
No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

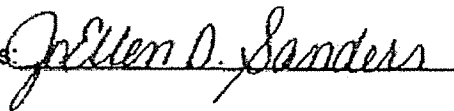
Signed, sealed and executed this 14th day of May, 2020.

Kimble Recycling & Disposal, Inc.
Principal

Evergreen National Indemnity Company
Surety

By: 

By: 
Hilarie D Frankenberry, Attorney-in-Fact

Witness: 

Witness: 
Tracy Tucker, Witness

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO 871033

KNOW ALL MEN BY THESE PRESENTS That the Evergreen National Indemnity Company, a corporation of the State of Ohio does hereby nominate, constitute and appoint **Hilane D. Zankberry**

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting an Attorney(s)-in-Fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed herewith, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker
Matthew T. Tucker, President

By:

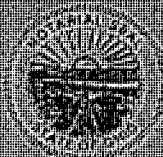
David A. Canzone
David A. Canzone, CFO

Notary Public,
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal at Cleveland, Ohio, this day and year above written.



PENNY M. HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04/04/2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

The undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 14th day of May, 2020



Wan C. Collier
Wan C. Collier, Secretary

Effective Date: January 19, 1940

Expiration Date: June 30, 2020

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

EVERGREEN NATIONAL INDEMNITY COMPANY

NAIC No. 12750

is organized under the laws of this State as of December 30, 1939 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Private Passenger Auto - Liability
Allied Lines	Private Passenger Auto - No Fault
Boiler & Machinery	Private Passenger Auto - Physical Damage
Burglary & Theft	Surety
Commercial Auto - Liability	Workers Compensation
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Earthquake	
Fidelity	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	
Ocean Marine	
Other Liability	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director



Evergreen National Indemnity Company

Certificate

2019

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premiums	37,219,102
Reinsurance Assumed	2,513,627
Reinsurance Ceded	(20,906,546)
Net Written Premiums	18,746,181
Change in Unearned	(2,407,405)
Net Earned Premium	16,338,726
Losses & LAE Incurred	3,747,937
Net Commission Expense	8,197,075
Other Expenses	3,988,477
Underwriting Gain/(Loss)	405,237
Net Investment Income	1,714,872
Net Realized Capital Gains (Loss)	33,997
Other Income/ (Expense)	5,298
Income Before FIT	2,159,404
Federal Income Tax	366,423
Net Income	1,792,981

Balance Sheet

Assets	
Invested Assets	54,197,789
Uncollected premiums and agents' balances	1,909,595
Reinsurance Recoverable	724,597
Other Assets	481,604
Total Assets	56,873,675
Liabilities & Surplus	
Unearned Premium Reserve	8,609,259
Loss & LAE Reserves	5,390,657
Ceded Reinsurance Payable	2,536,116
Other Liabilities	3,415,510
Total Liabilities	19,831,327
Surplus	36,942,138
Total Liabilities & Surplus	56,873,675

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2019.


David A. Gonzalez, Treasurer

ORDINANCE NO.: 29-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PURPOSE OF THE CREATION AND MAINTENANCE OF A DIGITAL INTERACTIVE ZONING AND WARD MAP

WHEREAS, The City wishes to contract with OHM Advisors for the purpose of creating an interactive zoning and ward map to be placed on the City’s website for both City and public use, and

WHEREAS, the creation of the map will give residents the opportunity to access information regarding their property, businesses, and available properties throughout the City from the convenience of their personal computer or cellphone, and

WHEREAS, while in its infancy, the map will provide zoning and ward information for its users; once the map is operational, the City will be able to update the map with other information as necessary, including but not limited to, current aerial imagery, fire hydrant locations, and utility line locations.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor, or his designee, is hereby authorized to enter into an agreement (attached hereto as Exhibit A and incorporated as if fully written herein) with OHM Advisors for the above-stated purpose at a total cost not to exceed \$23,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____



ARCHITECTS. ENGINEERS. PLANNERS.

March 15, 2021

City of Garfield Heights
5407 Turney Road
Garfield Heights, OH 44125

Attention: Mr. Matthew Burke, Mayor

Subject: GIS General Services Proposal

Dear Mr. Burke:

The OHM Advisors GIS team is looking forward to supporting the City of Garfield Heights (City) to develop several custom GIS applications to continue advancing the City through innovation and use of technology.

As we submit this proposal, the world is still in the midst of the COVID-19 health crisis and we believe there is an increased risk for potential schedule impacts. The Scope of Services includes a schedule that is based on operating in a normal environment. The OHM Advisors team, like the City, is adjusting our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field data collection delays, data processing, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with City staff to develop a plan to address any schedule disruptions.

PROJECT UNDERSTANDING

The City is interested in having the OHM Advisors GIS team establish an ArcGIS Online presence for their residents. Several custom GIS applications are looking to be built for internal and external purposes.

SCOPE OF SERVICE

Please see the scope of services outlined below to assist with the City's GIS application development.

TASK 1: Esri Licensing Support & Training - \$2,000

- City staff and OHM will have 3 hours designated for meetings to discuss the development of the new applications.
- OHM will provide 4 hours of remote staff support and training regarding the new applications being developed.
- OHM will provide 7 hours of assistance with acquiring Esri ArcGIS Online licensing and Account & username setup

TASK 2: Zoning & Public Ward Application - \$13,000

- Develop a custom, interactive Zoning web application for public usage.
 - Includes application development, conversion of Zoning layer from CAD to GIS, and perform any updates to the Zoning layer.
- Develop a custom, interactive Ward web application for public usage.
 - Includes application development, conversion of ward layer from CAD to GIS, and perform an update to ward boundaries using latest Census data.

OHM Advisors'
6001 EUCLID AVENUE, SUITE 130
CLEVELAND OHIO 44103

T 216.865.1335
F 330.319.8691

OHM-Advisors.com

TASK 3: Internal GIS Viewer Development - \$3,000

- Develop a custom internal GIS viewer for the City to use.
 - Map to include several layers including: all utilities, parcels, zoning, wards, et al.

TASK 4: General On-Going GIS Support - \$5,000

- Provide On-Going Staff Support & Training as Requested by the City.
- Perform any minor updates to apps including modifications to layout and addition of any additional layers.

DELIVERABLES

Deliverables will vary depending on the task. Application development to be completed by end of May 2021. OHM Advisors will be developing the applications directly on the City's ArcGIS Online account. All converted CAD to GIS data will be housed on the City's ArcGIS Online account.

COMPENSATION

OHM proposes to provide the above outlined professional services and will be compensated based on our standard hourly rates. The total contract amount shall not exceed \$23,000 without written authorization by the City. The 2021 Hourly Rate Schedule is attached (Exhibit 1). A new Hourly Rate Schedule will be provided in December of each year to be used for the following calendar years' services. Before a task is started, OHM Advisors will discuss estimated time to complete said task with the City to gain approval to start. Services beyond this amount will be provided upon receipt of a written request for such services sent to OHM Advisors from the designated member of the City.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

OHM Advisors will complete the web mapping on the City's ArcGIS Online account. Any services not included in the Scope of Services provided in this proposal would be considered additional services. If additional services are requested, OHM will provide an amended Scope of Services and Fee Estimate for your approval prior to commencing the additional work.

If you find this proposal acceptable, please sign below and return it to us as authorization to proceed. We appreciate the opportunity to provide you with this proposal. This proposal is good for 60 days from the date of this letter. Please feel free to contact us if you have any questions or need any additional information.

Very truly yours,

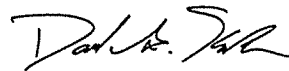
OHM Advisors



R. Michael Cousins, GISP
Practice Leader – GIS

March 15, 2021

OHM Advisors



David G. Krock, PE
Vice President

March 15, 2021

**City of Garfield Heights, OH
GIS General Services Proposal**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Exhibit 1 – OHM Advisors 2021 Hourly Rate Schedule

Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.



**OHM ADVISORS
2021 HOURLY RATE SCHEDULE**

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.
2021 Public Rates

ORDINANCE NO.: 30-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

An emergency ordinance enacted by the City of Garfield Heights, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY that requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY, in the matter of the hereinafter described improvement.

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Garfield Heights Boulevard, Warner Road to Turney Road in the City of Garfield Heights.

NOW THEREFORE, be it ordained by the Council of the City of Garfield Heights, County of Cuyahoga and State of Ohio;

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Garfield Heights Boulevard, Warner Road to Turney Road in the City of Garfield Heights.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project cost prior to the application of the participatory percentages specified in this Agreement.
3. That the MUNICIPALITY will be responsible for 40%, and the COUNTY will be responsible for 60%, of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. That the MUNICIPALITY will be responsible for 20%, and the COUNTY will be responsible for 80%, of the cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Ordinance, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Ordinance, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the

County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the COUNTY for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvements to promote highway safety, an provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
City of Garfield Heights)

I, _____, as Clerk of the City of Garfield Heights, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the _____ day of _____, 20____, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 20 ____.

Clerk, City of Garfield Heights, Ohio

MUNICIPAL SEAL

AGREEMENT

Between the County of Cuyahoga, Ohio, and the City of Garfield Heights for the Rehabilitation of Garfield Heights Boulevard, Warner Road to Turney Road

This agreement made and entered into this ____ day of _____, 20____, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of Garfield Heights (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. _____, adopted by Council of the City of Garfield Heights on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Garfield Heights Boulevard, Warner Road to Turney Road in the City of Garfield Heights.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Garfield Heights Boulevard, Warner Road to Turney Road in the City of Garfield Heights.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
3. That the MUNICIPALITY will be responsible for 40%, and the COUNTY will be responsible for 60%, of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
4. That the MUNICIPALITY will be responsible for 20%, and the COUNTY will be responsible for 80%, of the cost of construction, including the supervision and administration of the construction, for the improvement.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the COUNTY prior to an award of a contract for the improvements.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the

Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any

construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.

3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement, I agree on behalf of the City of Garfield Heights to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

City of Garfield Heights

Mayor

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive

ORDINANCE NO.: 31-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING, BIDDING AND CONSTRUCTION TASKS FOR THE CUY-ANTENUCCI BOULEVARD; PID113268, ANTENUCCI BOULEVARD REHABILITATION PROJECT, PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A".

WHEREAS, The Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors has approved funding for the Antenucci Boulevard Rehabilitation Project as part of the NOACA State Fiscal Year 2021-2024 in the amount of \$500,000.00, and

WHEREAS, the project will consist of rehabilitating Antenucci Boulevard from Transportation Boulevard to Turney Road including, but not limited to, resurfacing the road, repairing curbs and catch basins, removing deteriorated guardrails, and removing remnant intersections that previously connected to Antenucci, and

WHEREAS, this portion of the Antenucci Boulevard Rehabilitation Project to be completed by OHM Advisors will be done at a cost not to exceed \$105,000.00.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with OHM Advisors, to provide the Engineering, Bidding, and Construction tasks for the CUY-Antenucci Boulevard; PID89259; Antenucci Bloulevard Rehabilitation Project, pursuant to the agreement attached hereto as Exhibit "A", and authorizing the payment of costs not to exceed \$105,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. This Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____



ARCHITECTS. ENGINEERS. PLANNERS.

March 1, 2021

Mayor Matt Burke
City of Garfield Heights
5407 Turney Road
Garfield Heights, OH 44125

RE: CUY-Antenucci Boulevard, PID 113268
Location: Garfield Heights
Proposal # 20429

Dear Mayor Burke:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. The proposed fee includes the development of the construction plans, location sheet, detail sheets and bid documents. Should you have any questions, please let us know.

Proposal Outline

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Sincerely,
OHM Advisors

Ruth Klee, PE
Project Manager
Ruth.klee@ohm-advisors.com
D: 330.913.1060 C: 330.285.0735

Authorization to Proceed

Signature Date

Printed Name Title

David G. Krock, PE,
Vice President
David.krock@ohm-advisors.com
D: 330.913.1045 C: 330.350.0521



Project Scope

The subject project will rehabilitate Antenucci Boulevard (CR-787) from Transportation Boulevard to Turney Road in the City of Garfield Heights. Improvements include pavement milling and resurfacing, full-depth and partial-depth pavement repairs, curb repair, catch basin reconstruction, guardrail removal on the south side of Antenucci Boulevard, new pavement markings, sign replacement, and the removal of two remnant intersections at Carol Jean Boulevard and Andover Boulevard with associated drainage improvements.

Scope of Services (Surveying and Geotechnical Tasks)

Task #1 Surveying/Base Mapping

- The following services are included in the fee shown:
 - Utility coordination with public and private utilities (OUPS)
 - For Carol Jean Boulevard and Andover Boulevard intersection (removal/regrading/proposed drainage) and for potential guardrail repair/reconstruction
 - Collection of design data for review, as currently available:
 - Base GIS data from the Cuyahoga County Department of Public Works for sanitary and storm sewers
 - Desktop survey
 - Antenucci Boulevard center line, edge of pavement, utility poles, guardrail, catch basins, and manholes.
 - Field survey
 - Antenucci Boulevard south edge of pavement 200' east & west of Carol Jean Boulevard and Andover Boulevard to determine gutter elevation, sidewalk that was recently constructed (not available on County GIS), signs, and pavement core locations.
 - Field survey of Carol Jean Boulevard and Andover Boulevard (100' from Antenucci Boulevard edge of pavement; 130' width)
 - Field Survey of Antenucci Boulevard from the Transportation Boulevard intersection to the newly constructed sidewalk at the Infinity Corporate Centre Drive (from the south curb line to 15' beyond the right of way)
 - All information will be compiled into a CADD base file for use with design

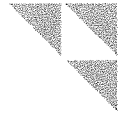
Task #2 Geotechnical Investigation

- The following services are included in the fee shown:
 - Pavement Cores
 - Take eight (8) pavement cores to determine existing pavement composition.

Scope of Services (Engineering Tasks)

Task #56 Pre-Design & Field Analysis

- The following services are included in the fee shown:
 - Field Review
 - Pavement (condition, repair areas, resurfacing)
 - Storm/Sanitary: (structure condition assessment for repair/replacement)
 - Roadside repairs (sidewalk, curb, guardrail, etc.)
 - Evaluation and survey of existing ADA ramps
 - Sign inventory (sign type/condition/size) for replacement or reerection



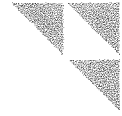
- Analysis
 - The engineer shall utilize the field review to verify conditions for construction, maintaining traffic, and to make notations of specific areas of concern and caution for the contractor.
- Airway/Highway Clearance
 - Analysis and calculations submitted to ODOT for approval
- Environmental Documentation
 - CE Level C1 Document preparation
 - Section 106 Scoping Request Form
 - Ecological Coordination (Exempt) documentation
 - Public Involvement
 - RMR Screening

Task #60 Construction Documents

- The following services are included in the fee shown:
 - Preparation of Construction Documents shall be as follows:
 - Title Sheet
 - Schematic Plan
 - Typical Sections
 - General Notes & Specifications
 - Maintenance of Traffic Plan, Notes & Details
 - Detour Plan
 - General Summary
 - Quantity Subsummary
 - Roadway Plans
 - Cross Sections on Antenucci Boulevard at Carol Jean Boulevard and Andover Boulevard
 - Intersection Grading Details at Carol Jean Boulevard and Andover Boulevard
 - Drainage Analysis & Storm Sewer Profiles at Carol Jean Boulevard and Andover Boulevard
 - Misc. Construction Details (pavement repair, proposed walk)
 - Traffic Control Plans (signing, pavement marking, loop detectors)
 - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
 - Coordination for review and approval of Preliminary and Final Construction plans with ODOT District 12 and the City of Garfield Heights.

Task #62 Internal QA/QC Reviews

- The following services are included in the fee shown:
 - Quality Control review by internal Professional Engineer
 - As part of our quality control and assurance to the owner that your facilities have been designed to meet your needs and have been designed such that there are limited opportunities for cost overruns and change orders during construction, we perform an internal QA/QC review on the design, a value engineering review on construction elements, and a detailed review of the bidding and contract documents at each submittal (Stage 1, Stage 2/3, and Tracings).



Task #90 Official Engineer’s Project Cost Estimate

- The following services are included in the fee shown:
 - Evaluation and Estimate of Construction Costs for use with Public Bidding Requirements. Submit at Stage 1, Stage 2/3, and Tracings in ODOT Estimator format, including the Business Plan Inflation Calculator).

Scope of Services (Bidding Tasks)

Task #152 Bid Process, Review, & Award

- The following services are included in the fee shown:
 - Pre-Bid Meeting
 - This is an opportunity for the prospective bidders and Owner representatives to discuss any pre-bid questions/clarifications and to explain the contractual process and obligations of the contractor and the Owner.
 - Addendums/Clarifications
 - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.
 - OHM will prepare addendums/clarifications and any necessary supporting documents for bidders.
 - Post-Bid Activities
 - Evaluation of bid results with ODOT to determine the award

Scope of Services (Construction Tasks)

Task #179 Construction Coordination/Meetings

- The following services are included in the fee shown:
 - This task is provided for construction requests for information (RFIs), field meetings, and any other coordination needed to address unforeseen conditions encountered in the field.
 - Attend pre-construction meeting.

Anticipated Project Schedule

Project Design Tasks: April 2021 through December 2022*

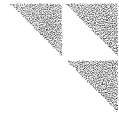
Project Bidding Tasks: April 2023 through June 2023*

Project Construction Tasks: July 2023 through October 2023*

* Schedule is dependent upon ODOT finalizing the project scope and ODOT commitment to move up the Environmental Clearance date to 6/2022.

Anticipated Construction Project Schedule

Total Construction Project Schedule duration equals **16 weeks**. Number of weeks is based upon the contractor’s anticipated work schedule and the allowable project duration from Notice-to-Proceed to Completion Date.



Price Proposal

<i>Task</i>	<i>Surveying and Geotechnical Tasks</i>	<i>Fee</i>
<i>Task #1</i>	<i>Surveying/Base Mapping</i>	<i>\$ 9,430</i>
<i>Task #2</i>	<i>Geotechnical Investigation</i>	<i>\$ 7,890</i>
	<i>Subtotal =</i>	<i>\$ 17,320</i>
	<i>Engineering Tasks</i>	<i>Fee</i>
<i>Task #56</i>	<i>Pre-Design & Field Analysis</i>	<i>\$ 44,130</i>
<i>Task #60</i>	<i>Construction Documents</i>	<i>\$ 30,330</i>
<i>Task #62</i>	<i>Internal QA/QC & Constructability Reviews</i>	<i>\$ 2,720</i>
<i>Task #90</i>	<i>Official Engineer's Cost Estimate</i>	<i>\$ 2,720</i>
	<i>Subtotal =</i>	<i>\$ 79,900</i>
	<i>Bidding Tasks</i>	<i>Fee</i>
<i>Task #152</i>	<i>Bid Process, Review, and Award</i>	<i>\$ 2,210</i>
	<i>Subtotal =</i>	<i>\$ 2,210</i>
	<i>Construction Tasks</i>	<i>Fee</i>
<i>Task #179</i>	<i>Construction Coordination/Meetings</i>	<i>\$ 3,640</i>
	<i>Subtotal =</i>	<i>\$ 3,640</i>
	<i>Grand Total =</i>	<i>\$ 103,070</i>

Standard Terms & Conditions

The Standard Terms and Conditions contained in the Annual Engineer contract (as approved by Council Legislation) shall also apply to this contract.

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the City, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City's staff to develop a plan to deal with unforeseen issues.

RESOLUTION NO.: 13-2021

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCILMAN MICHAEL NENADOVICH

AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE AT THE GARFIELD HEIGHTS FIRE DEPARTMENT TO APPLY FOR A TRAINING AND EQUIPMENT GRANT PROVIDED BY THE OHIO DEPARTMENT OF PUBLIC SAFETY – DIVISION OF EMERGENCY MEDICAL SERVICES

WHEREAS, Each year the Ohio Department of Public Safety – Division of Emergency Medical Services offers grant funding to municipalities for the purpose of purchasing EMS equipment or EMS training for its firefighters, and

WHEREAS, the City of Garfield Heights would like to apply to receive funding to purchase equipment, and

WHEREAS, this grant does not contain a match requirement from the City; accordingly, any funding received will be at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of Garfield Heights, Cuyahoga County, State of Ohio, that:

SECTION 1. The Mayor or his designee at the Garfield Heights Fire Department is hereby authorized and directed to apply for the Training and Equipment Grant provided by the Ohio Department of Public Safety – Division of Emergency Medical Services.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR PRESIDENT OF COUNCIL

ATTEST: _____ EFFECTIVE DATE: _____
CLERK OF COUNCIL

RESOLUTION NO.: 14-2021

SPONSORED BY: COUNCILMAN JASON BLAKE

A RESOLUTION DESIGNATING THORNTON AVENUE BETWEEN TURNEY ROAD AND EAST 112TH STREET A “NO PARKING / TOW AWAY ZONE” BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM

WHEREAS, Residents of Thornton Avenue have contacted the City regarding noise coming from individuals parking on their street during the evening hours, and

WHEREAS, emergency vehicles have had difficulty exiting and entering the fire station from Thornton Avenue; and

WHEREAS, the City wishes to designate Thornton Avenue, between Turney Road and East 112th Street, a “no parking / tow away zone” between the hours of 10:00 PM and 6:00 AM, and

WHEREAS, upon this matter being approved by Garfield Heights City Council, the Garfield Heights Service Department will place signs throughout the street advising individuals of the no parking / tow away zone.

NOW, THEREFORE, BE IT RESOLVED by the Council of Garfield Heights, Cuyahoga County, State of Ohio, that:

SECTION 1. Council hereby approves the creation of a “no parking / tow away zone” on Thornton Avenue extending from Turney Road to East 112th Street between the hours of 10:00 PM and 6:00 AM.

SECTION 2. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

APPROVED: _____
MAYOR

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

EFFECTIVE DATE: _____

The City of Garfield Heights

5407 TURNEY ROAD ° GARFIELD HEIGHTS, OHIO 44125 ° PHONE 216/475-1504
FAX 216/475-3807



OFFICE OF THE FINANCE DIRECTOR

PLEASE NOTE, DUE TO THE CURRENT COVID-19 OUTBREAK, THIS
MEETING WILL BE HELD AS FOLLOWS:

JOIN ZOOM MEETING

<https://us02web.zoom.us/j/89315474985>

Meeting ID: 893 1547 4985

DIAL TO ATTEND

+1 301 715 8592

+1 312 626 6799

Meeting ID: 893 1547 4985

BOARD OF CONTROL MEETING DATE: 3-22-2020 TIME: 6:15 P.M.

AGENDA:

1. Bids For: Comprehensive Liability Insurance Renewal & Cyber Security

Information will be emailed.