

**ORDINANCE NO. 20--2025**

**AWARDING A CONTRACT FOR THE COLLECTION OF HOUSEHOLD WASTE,  
RECYCLED ITEMS, AND YARD WASTE IN THE VILLAGE OF FAIRFAX, OHIO  
AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the direction of Council, the Village Administrator, in partnership with the Center for Local Government's Southwest Ohio Regional Refuse Effort (SWORRE), advertised for bids for the weekly collection of household waste in twenty-seven (27) gallon containers, every-other-week collection of recycled items in special bins, and weekly collection of yard waste; and

**WHEREAS**, one (1) bid was received for such collection, and it appears that the bid from Rumpke in the amount of \$17.00 per household/year for 2026; \$17.68 per household/year for 2027; \$18.39 per household/year for 2028; \$19.12 per household/year for 2029; \$19.89 per household/year for 2030, is the lowest and best bid.

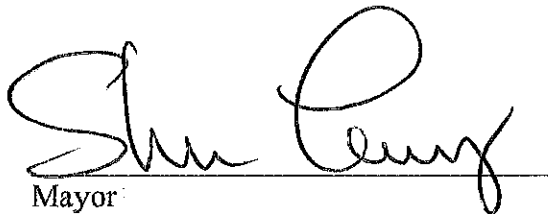
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Fairfax, State of Ohio that:

**SECTION I:** The bid of Rumpke in the amount of \$17.00 per household/year for 2026; \$17.68 per household/year for 2027; \$18.39 per household/year for 2028; \$19.12 per household/year for 2029; \$19.89 per household/year for 2030 for household waste, recyclable waste, and yard waste collection is the lowest and best bid received, and the same is hereby accepted.

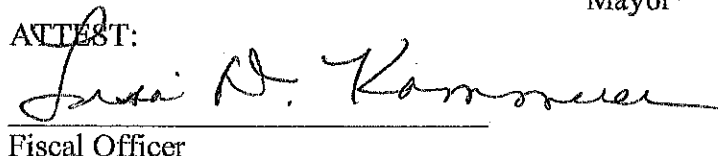
**SECTION II:** The Administrator is hereby authorized to enter into a contract with Rumpke for the term March 1, 2026 through February 28, 2030, as attached or with such changes as are needed to correct errors or that are of a non-material nature.

**SECTION III:** This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to coordinate the Village's waste collection service with Village residents in a timely manner before the current waste collection contract expires.

Passed this 21<sup>st</sup> day of July, 2025.

  
Mayor

ATTEST:

  
Fiscal Officer

CERTIFICATE

I hereby certify this to be a true and correct copy of Ordinance No. 20-2025 passed at a meeting of the Council of the Village of Fairfax on this 21<sup>st</sup> day of July 2025;

Lisa D. Kammur

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE OR SOLID WASTE AND RECYCLABLE MATERIALS GENERATED WITHIN THE CITY/VILLAGE OF FAIRFAX, OHIO**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials ("Collection Services") generated within the City/Village of FAIRFAX, Ohio (the "Collection Agreement") entered into this 21<sup>ST</sup> day of JULY, 2025, is by and between the City/Village of FAIRFAX, Ohio (the "City/Village"), with its offices located at 5903 HAWTHORNE AVE. FAIRFAX, OH. 45227 (address), and ("Contractor"), a RUMPLE WASTE AND RECYCLING, INC. [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at 3910 GENERATION DRIVE CINCINNATI, (address), Ohio, 45251 (zip code).

**RECITALS**

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

**WHEREAS**, the City/Village has determined that it is in the best interests of the City/Village and its Residents that the City/Village arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, City/Village Municipal Facilities and during Special Events located within the City/Village from a single contractor on an exclusive basis; and

**WHEREAS**, on April 21, 2025, the City/Village, as part of a Joint Bid Process with several communities located within Southwest Ohio ("2025 Southwest Ohio Regional Refuse Consortium"), invited through public advertisement in the Court Index qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

**WHEREAS**, following the official opening of the bids on May 19, 2025 by the 2025 Southwest Ohio Regional Refuse Consortium and consideration of bids for Collection Services, the City/Village determined that the Contractor is qualified to provide the Collection Services to the City/Village and approved the award of the Collection Agreement to the Contractor; and

WHEREAS, the City/Village and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly price as stated on the Bid Forms, as well as for other Optional Services which are attached as Exhibit A, all of which are incorporated by reference; and

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

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

### **ARTICLE I – DEFINED TERMS**

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

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

- 2.1 **Agreement and Independent Contractor Status.** The City/Village hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, City/Village Municipal Facilities and during certain Special Events within the City/Village.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for 5 years, beginning on MARCH 1, 2026 and terminating on FEBRUARY 28, 2030.
- 2.3 **Renewal Terms.** The term of this Collection Agreement is for three (3) years. This Agreement may be renewed for two (2) additional consecutive terms of one (1) year each at the sole discretion of the City/Village, at the cost for the Collection Services reflected on the Bid Form, attached as Exhibit A. *For the City of Riverside, the term of this Collection Agreement is two (2) years. For the City of Riverside, this agreement may be renewed for three (3) additional consecutive terms of one (1) year each at the sole discretion of the City of Riverside, at the cost for the Collection Services reflected on the Bid Form, attached as Exhibit A.*
- 2.4 **Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City/Village-approved Collection Routes; (c) that City/Village-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant

of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; (e) that the Contractor has delivered to the City/Village proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference; and (f) that the route supervisor has signed the route supervisor acknowledgement form. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

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

- 3.1 Delivery to Disposal or Processing Facilities.** The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit, Residential Unit Equivalents, City/Village Facilities and during Special Events located within the City/Village, including such materials that exceed the capacity of a City/Village or Contractor-provided collection container, if provided. All Solid Waste or Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City/Village-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all Solid Waste and Recyclable Materials to the licensed facility or facilities identified by Contractor in Contractor's Bid. The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.
- 3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust-free and equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City/Village. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City/Village to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City/Village that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City/Village, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City/Village. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City/Village.

- 3.3 **Contractor's Office and Telephone.** The Contractor shall maintain an office in Southwest Ohio, and telephone service with a non-toll telephone number from the City/Village, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Village. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 **Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone with the drivers of all vehicles used to provide Collection Services within the City/Village, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 **Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 **Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle, or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials at no additional charge. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. The City/Village shall not be responsible for such additional charge. If a Residential Unit requests a smaller collection container after the delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller collection container upon the approval of the City/Village.

Please note: Springdale specific language is as follows: The Contractor shall provide each Residential Unit receiving Subscription Recycling Services with one (1) eighteen (18) gallon Recyclable Materials collection container at no additional charge. The Contractor shall provide a second, like kind Recyclable Materials collection container to each Residential Unit at no additional charge upon the request of a Resident.

- 3.7 **Solid Waste Collection Containers.** Unless otherwise indicated in Exhibit A<sup>1</sup>, Residents shall provide their own collection containers for Solid Waste. The Contractor may offer to

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<sup>1</sup> Mt. Healthy and Riverside are seeking pricing for the provision of a waste toter for all residents from the Collector.

rent wheeled Solid Waste collection containers to the Residents at the price stated on Exhibit A. In the event a Resident chooses to rent a Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on the Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet.

- 3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing, Christmas trees, and bulk or bundled Yard Waste on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge. If the Contractor wishes to request Residential call-ahead for the collection of Bulky Items, such procedure must be pre-approved by the City/Village. In no event shall a Residential call-ahead procedure relieve Contractor of the duty to collect all Bulky Items on the day of collection. All appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Residents may put out a maximum of three (3) bulky items per collection week. Note- The City of Riverside has adopted a more restrictive Bulky Item Collection policy. Please see Exhibit E for more details.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City/Village-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City/Village, the Contractor shall provide a written report to the City/Village of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Village shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Contractor may limit the collection of Home Remodeling Debris. The Contractor shall include a description of acceptable Home Remodeling Debris in the Resident Obligation Notice mailed to the Residents of the City/Village.
- 3.11 Services at City/Village Municipal Facilities.** The Contractor shall provide collection containers to the City/Village per the instructions outlined in Exhibit E, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E.

In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City/Village at no additional charge or as specified in Exhibit E, provided that City/Village requests for additional collection are not greater than two in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Village upon written notice to the Contractor.

- 3.12 Collection at Special Events and/or Minor Remodeling Projects of City/Village Buildings.** The Contractor shall provide Collection Services upon request of the City/Village for Special Events included on the attached Exhibit E. The Contractor shall also provide an open top roll-off container of up to thirty (30) yards capacity for one (1) additional Special Event per year or for the minor remodeling of any City/Village Municipal Facility, without additional charge, as requested by the City/Village. Unless otherwise agreed in writing, no additional fees shall be charged to the City/Village for these services, notwithstanding the frequency or number of collections (up to five (5) pulls) that may be required by the City/Village, or the volume or nature of the Solid Waste or Recyclable Materials collected. Any containers and/or pulls in addition to those included on Exhibit E or the one additional Special Event per year may be requested by the City/Village at the price indicated on Exhibit A.

- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City/Village, unless such commercial establishments are specifically identified in Exhibit E and incorporated as a Residential Unit Equivalent. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as City/Village Municipal Facilities or Residential Unit Equivalents.

#### **ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

- 4.1 Collection Routes and Day of Collection.** On or before December 19, 2025 (November 15, 2025 for the City of Riverside), the Contractor shall furnish the City/Village, for approval by the City/Village: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the City/Village (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City/Village.) The Contractor shall not change the day or days of collection without written approval by the City/Village. In the event such a change is approved by the City/Village, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Village retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City/Village-approved collection routes.



- 4.2 **Holidays.** Holidays that may be observed by the Contractor include New Year's Day and Christmas Day, or any other day pre-approved by the City/Village. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.
- 4.3 **Starting and Ending Time.** Except as specified in Exhibit E, Collection of Solid Waste and Recyclable Materials shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City/Village notifies the Contractor that the Contractor has violated the permissible hours of collection ten (10) or more times in any sixty (60) day period, except for the purposes of picking up missed collections as set forth above, the City/Village may, at the City/Village's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions.
- 4.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City/Village and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City/Village for approval by December 19, 2025 (November 15, 2025 for the City of Riverside). Subsequent notices shall be submitted to the City/Village for approval not later than twenty (20) days prior to mailing to the Residential Units. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to City/Village residents without prior consent and written approval from the City/Village.
- 4.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit or Residential Unit Equivalent at one point of pick-up at the curbside, or other identified location for non-curbed Residential Units or Residential Unit Equivalents.
- 4.6 **Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City/Village or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list.
- 4.7 **Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick

up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Village shall have the right to perform such cleanup services using City/Village employees or other contractors and withhold release of monthly payment in accordance with Section 6.2.

- 4.8 **Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.
- 4.9 **Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste or Recyclable Materials 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 or Recyclable Materials 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 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/Village with copies of all tags left at each Residential Unit pursuant to this section within 24 hours of the time the last collection truck leaves the City/Village for that day's collection. The tags must include the address of the Residential Unit that was not collected as well as an explanation of why no collection occurred. If a tag is not provided to the City/Village, the City/Village reserves the right to assume that the residential unit was not collected to do an oversight on the part of 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/Village and the Residents receiving the Collection Services.
- 4.10 **Conduct of Contractor's Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City/Village may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Village.

**4.11 Collection Reports.** The Contractor shall provide a report to the City/Village within 24 hours of the time the last collection truck leaves the City/Village for that day's collection, in order to avoid disputes regarding whether collection containers were placed for collection by the Resident. The report shall include the following information:

- A. A listing of any Residential Units not placing containers on the collection day;
- B. Tags for Residential Units that were not collected per section 4.9. These tags shall include the address of the Residential Unit and an explanation for why collection did not occur;
- C. A listing of any unforeseen route blockages that prevented collection of Residential Units (e.g. because of unforeseen road closures, Police / Fire activity).

The Contractor and the City/Village may agree to utilize a different procedure, provided such agreement is in writing.

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

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

**5.1 Performance Assurance.** The Contractor shall immediately report to the City/Village any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Village's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Village shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City/Village its written response to any such demand. In the event that the City/Village does not agree that the Contractor's response will provide adequate assurance of future performance to the City/Village and its Residents, the City/Village may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Village deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

**5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the City/Village in all respects, or such other security acceptable to the

City/Village, in the amount of 100% of the consideration for performance of year one of the Collection Agreement<sup>2</sup>. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Village, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Village accepts, in writing, a substitute surety.

- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Village and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Village. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City/Village and authorized to do business in the State of Ohio. The City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, and consultants shall be included as an additional insured under a blanket endorsement to the extent the claim or damage arises from Contractor's tortious misconduct in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Village promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Village not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City/Village at least thirty (30) days
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish the City/Village satisfactory proof of continuing workers compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City/Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 Indemnification.** The Contractor shall save, indemnify and hold the City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers 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

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<sup>2</sup> For the City of Loveland, the Performance Bond shall be in the amount of 100% of the base bid amount for performance of the entire remaining contract term, renewed annually.

attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

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

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

5.8 **Indemnity Not Limited.** In any and all claims against City/Village, its Council members, elected, appointed or hired officials, employees, representatives, agents, officers, consultants, or insurers, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 5.6 and 5.7 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.

5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City/Village.

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

6.1 **Contractor Billings to City/Village and City/Village Payment.** The Contractor shall bill the City/Village for the Collection Services within ten (10) days following the end of the month, and the City/Village shall pay the Contractor on or before the thirtieth (30th) day following the end of such month. Such billing and payment shall be based on the prices

and charges stated in the Exhibit A, increased for additional services requested and approved by the City/Village or reduced by the City/Village as provided in this Collection Agreement. In the event the City/Village reduces payment to the Contractor, in good faith and at its sole discretion, the City/Village will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City/Village shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City/Village is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City/Village as agreed to by the City/Village. As the number of Residential Units being serviced in the City/Village increases or decreases, the Contractor and the City/Village may agree to adjust the number of Residential Units accordingly.

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the City/Village notifies the Contractor in writing of missed collections and Contractor fails to cure such complaints within 48 hours of the collection day, the City/Village shall have the right to deduct the sum of each collection the Contractor fails to make from their monthly bill. Exceptions would be made for natural disaster, act of war, civil disobedience, or if the city/village is conducting an activity (festival, construction, police/fire incidents) that blocks a street.

In the event that the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may subtract the contractor for the work hours that City/Village staff spent conducting the cleanup from their monthly invoice. The City/Village shall provide the contractor documentation of the number of workers conducting the cleanup and the amount of time spent conducting the cleanup.

- 6.3 Annual Review of Generation.** Annually at the request of the City/Village or the Contractor, the Contractor and the City/Village shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the City/Village and its Residents and delivered for disposal or processing. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials, the Contractor and the City/Village, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City/Village and its Residents and may provide for additional benefits for the City/Village.

- 6.4 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City/Village may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City/Village, will result in an adjustment to the Contractor's invoice received by Residential Units. The form of invoice shall include a fuel price adjustment as an increase

or decrease in the quarterly price per Residential Unit for the collection of Solid Waste or Solid Waste and Recyclable Materials.

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

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

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City/Village, on the collection route, divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

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

If the Contractor utilizes vehicles powered by compressed natural gas (CNG), the Contractor shall not be eligible for the fuel price adjustment.

- 6.5 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district. The Collection Contractor shall give

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

For Solid Waste Disposal: per ton price difference  $\div$  12

For Recyclable Materials Processing:  $(1/3)$  (per ton price difference)  $\div$  12

In the alternative, the City/Village may elect to have the Collection Contractor provide a monthly invoice for any fee increase based upon the actual monthly tonnage.

- 6.6 Data Collection and Quarterly Reporting.** In addition to the requirements outlined in Section 4.4, the Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City/Village: (a) a record of the number of Residential Units within the City/Village for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the City/Village for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the City/Village pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing. Upon request of the City/Village, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the City/Village on not less often than a quarterly basis.

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

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City/Village may terminate the Collection Agreement in the following manner: the City/Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City/Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the 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/Village may terminate this Collection Agreement. Any such termination shall not take effect until the City/Village is able to secure alternate or substitute performance for the Collection Services. The City/Village may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City/Village, in the exercise of the reasonable discretion of the City/Village.
- 7.2 Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs



incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Village shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City/Village's receipt of more than fifty (50) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Village 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/Village income taxes.

- 7.3 **Termination for Change of Control of Contractor.** The award of this Collection 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 Collection Agreement, the Contractor shall be merged or sold, the City/Village shall have the right, in its sole discretion, to terminate this Collection 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 Collection Agreement until such time as the City/Village is able to obtain alternate or substitute service.
- 7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision in the price per Residential Unit per month for the Collection Services exceeds the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA") by 20%, measured at the time of the fuel price adjustment, the City/Village may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Village as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 **Termination of Facility Agreements.** The Contractor is required to deliver Solid Waste and Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the City/Village. However, any increase in the

cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall be borne by the Contractor.

**ARTICLE VIII – MISCELLANEOUS PROVISIONS.**

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention \_\_\_\_\_ (name or title), and to the City/Village, attention ADMINISTRATOR (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City/Village or the Contractor arising out of a breach of this Collection Agreement by the City/Village or the Contractor shall be effective, unless in writing and signed by the City/Village and the Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City/Village, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City/Village and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Village and the Contractor and not for the benefit of any other party.

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

CITY/VILLAGE OF

Fairfax, OHIO:

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

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

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

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

(SEAL)

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

ATTEST:

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

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

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

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

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

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

### ROUTE SUPERVISOR ACKNOWLEDGEMENT FORM

The Route Supervisor for the City/Village of FAIRFAX is \_\_\_\_\_  
By signing this form, the route supervisor acknowledges the following:

1. The Route Supervisor has read and acknowledges the specific local requirements of the City/Village, and customer service sections of this contract, including but not limited to Sections 4.3 (Starting and Ending Time), 4.7 (Handling of Collection Containers), 4.8 (Damage to Collection Containers), 4.9 (Violation of Residential Obligations; Refusal to Collect); 4.10 (Conduct of Contractor's Employees), and 4.12 (Contractor's Response to Complaints), and any additional customer service measure identified in Exhibit E.

2. The Route Supervisor has read and acknowledges the reporting requirements of this contract, specifically section 4.11 (Collection Reports).

3. The Route Supervisor has read and acknowledges Section 6.2 of this contract (Deductions from Contractor's Invoice for Non-performance).

4. The Route Supervisor has read and acknowledges any other portion of this contract not specifically outlined here that pertains to the quality of workmanship of the Contractor.

Signed,

**CITY/VILLAGE OF:**

FAIRFAX, OHIO:

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

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

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

**GARBAGE ROUTE SUPERVISOR**

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

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

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

**RECYCLING ROUTE SUPERVISOR**

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

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

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

## EXHIBIT A: BID FORMS

<b>Unlimited Solid Waste Collection Service</b> <b>(1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed</b>	2026	2027	2028	Option Year 2029	Option Year 2030
Springdale (3,114 RU)					
Greenhills (1,589 RU)					
Fairfax (770 RU)					
Loveland (5,040 RU)*	\$13.00	\$13.52	\$14.06	\$14.62	\$15.21
[Total RU = 10,513]					
<b>REQUIRED SERVICE</b>					
<b>Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed</b>	2026	2027	2028	Option Year 2029	Option Year 2030
Mt. Healthy (2,020 RU)	\$14.00	\$14.56	\$15.14	\$15.75	\$16.38
<b>REQUIRED SERVICE</b>					
<b>Unlimited Solid Waste Collection Service, with the provision of a 96 or 64 gallon solid waste cart (1) All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.</b>	2026	2027	Option Year 2028	Option Year 2029	Option Year 2030
Riverside (6,421 RU)**	\$18.19	\$18.96	\$19.77	\$20.61	\$21.49
<b>REQUIRED SERVICE</b>	Cart Contents Only	Cart Contents Only	Cart Contents Only	Cart Contents Only	Cart Contents Only

(1) The Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code section 4503.44(A)(1)

\* Loveland - 814 unit outside city limits will be charged an additional \$1.10 per unit per month

\*\* Pricing for City of Riverside

**WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)** All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed

Loveland (5,040 RU)  
Springdale (2,832 RU)  
Mt. Healthy (2,020 RU)  
Greenhills (1,589 RU)  
Fairfax (770 RU)  
[Total RU = 12,251]

**REQUIRED SERVICE**

2026	2027	2028	Option Year 2029	Option Year 2030
\$ 5.00	\$ 5.20	\$ 5.41	\$ 5.62	\$ 5.85

**EVERY OTHER WEEK Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)** All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed

Loveland (5,040 RU)  
Springdale (2,832 RU)  
Mt. Healthy (2,020 RU)  
Greenhills (1,589 RU)  
Fairfax (770 RU)  
[Total RU = 12,251]

**REQUIRED SERVICE**

2026	2027	2028	Option Year 2029	Option Year 2030
\$ 4.00	\$ 4.16	\$ 4.33	\$ 4.50	\$ 4.68

**WEEKLY Recycling Collection Service with the provision of a 96 or 64 gallon wheeled recycling cart (1)** All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of households listed. **SEE PAGE 15 OF BID DOCUMENT FOR MORE DETAILS.**

Riverside (3,261 RU) \*\*

**REQUIRED SERVICE**

2026	2027	Option Year 2028	Option Year 2029	Option Year 2030
Included in solid waste service	Included in solid waste service	Included in solid waste service	Included in solid waste service	Included in solid waste service

(1) The Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code section 4503.44(A)(1)

\*\* Pricing for City of Riverside



Per unit per day charge for provision of a portable restroom (if available) (4)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL*</b>	\$ 107.00	\$ 111.25	\$ 115.75	\$ 120.50	\$ 125.25
<b>SERVICE</b>	** \$10.00	** \$10.40	** \$10.82	** \$11.25	** \$11.70

(4) Please include information if provision of a portable restroom that is compliant with the Americans with Disabilities Act of 1990 (ADA) incurs an additional charge.

Per unit charge for emptying a portable restroom (if available)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL</b>	\$ *** 107.00	\$ *** 111.25	\$ *** 115.75	\$ *** 120.50	\$ *** 125.25
<b>SERVICE</b>	** \$107.00	** \$112.00	** \$117.00	** \$122.00	** \$127.00

Per unit charge for the provision of a portable sink or portable wash station (if available)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL ***</b>	\$ 157.00	\$ 163.25	\$ 170.00	\$ 177.00	\$ 184.00
<b>SERVICE</b>	** \$107.00	** \$112.00	** \$117.00	** \$122.00	** \$127.00

Per unit charge for the provision of cardboard trash receptacles, if available	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL</b>	\$ 10.50	\$ 10.50	\$ 11.00	\$ 11.00	\$ 12.00
<b>SERVICE</b>	** \$9.00	** \$9.36	** \$9.73	** \$10.12	** \$10.52

Per hour charge for the provision of a Solid Waste collection vehicle and driver (if available) (5)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL *****</b>	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote	Please call \$ for quote
<b>SERVICE</b>					

(5) Please specify the type or types of vehicles available, and state whether bid price is inclusive or exclusive of the costs of disposal.

Per tire cost for disposal of car tires (on the rim), For City/Village owned vehicles only, if available (6)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL*****</b>	\$5.75	\$6.00	\$6.25	\$6.50	\$6.75
<b>SERVICE</b>					

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

Per tire cost for disposal of car tires (off the rim), For City/Village owned vehicles only, if available (6)	2026	2027	2028	Option Year 2029	Option Year 2030
<b>OPTIONAL*****</b>	\$3.50	\$3.65	\$3.80	\$3.95	\$4.10
<b>SERVICE</b>					

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

- \* Per unit monthly rate includes weekly service
- \*\* Pricing for City of Riverside
- \*\*\* Per unit charge for weekend event only, service not included
- \*\*\*\* Rate will vary for weekday or weekend
- \*\*\*\*\* 25 tire minimum for each scheduled service pickup



Per tire cost for disposal of truck tires (on the rim), <u>For City/Village owned vehicles only, if available (6)</u>	Option Year				
	2026	2027	2028	2029	2030
<b>OPTIONAL ***** SERVICE</b>	\$ 20.25	\$ 21.05	\$ 21.90	\$ 22.80	\$ 23.75

(6) For tire disposal, the bid price request is limited to service provided for tires disposed of by the City/Village from City/Village owned vehicles only.

Per tire cost for disposal of truck tires (off the rim), <u>For City/Village owned vehicles only, if available (6)</u>	Option Year				
	2026	2027	2028	2029	2030
<b>OPTIONAL ***** SERVICE</b>	\$ 10.25	\$ 10.70	\$ 11.15	\$ 11.60	\$ 12.10

\*\*\*\*\* 25 tire minimum for each scheduled service pickup

2026-2030 LOVELAND MULTI-FAMILY AND COMMERCIAL  
DUMPSTER PRICING ON NEXT PAGE

## EXHIBIT B

### Defined Terms

**2025 Southwest Ohio Regional Refuse Consortium ("2025 SWORRE Consortium"):** the following political subdivisions, all located within the Greater Cincinnati, Ohio area and participating in a Joint Bid Process to obtain the Required Services and to request proposals for Optional Services; including the Cities of Loveland, Mt. Healthy, Riverside, and Springdale; and the Villages of Fairfax and Greenhills.

**Bid Bond:** a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Required Services substantially in the form provided in the Bid Documents.

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the 2025 SWORRE Consortium.

**Bid Documents:** collectively, the documents prepared and furnished by the 2025 SWORRE Consortium inviting bids to obtain the Required Services and requesting proposals for optional services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Bid Form:** Exhibit A to the Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the per Residential Unit per month bid price for Collection Services, consisting of either: a) unlimited volume Solid Waste and Non-Subscription Recycling Service or b) unlimited volume Solid Waste and Subscription Recycling Service.

**Bulky Items:** any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances, bundled Yard Waste.

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

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

**Collection Agreement or Agreement:** agreement for the collection of Solid Waste and Recyclable Materials by and between the Collection Contractor and a Participating Community, including exhibits.

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

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

**Curbside Collection Service:** the collection of Solid Waste and Recyclable Materials placed by a Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit or Residential Unit Equivalent contiguous to a municipal street.

**Disposal Services:** the acceptance of Solid Waste for disposal at a licensed facility.

**Effective Date:** the date of last execution of the agreements for the Required Services and Optional Services.

**Invitation to Bid:** the request of the Participating Communities in the 2025 SWORRE Consortium for Bids to secure the Required Services.

**Joint Bid Process:** the bidding process for the Required Services and other optional services of the 2025 SWORRE Consortium.

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

**Non-Subscription Recycling Service:** Recycling Services provided to every Residential Unit and Residential Unit Equivalent, without additional charge.

**Notice of Award:** written notification that a bid has been accepted for one or more of the Required Services or Optional Services.

**Optional Services:** any other services provided by the Collection Contractor other than Required Collection Services, including but not necessarily limited to: Chlorofluorocarbon (CFC) removal; the rental of 96, 64, or 32 gallon collection containers; the pull charge for a thirty (30) or forty (40) yard capacity open top roll-off container; the pull charge for a dumpster of up to eight (8) yards capacity; the provision of a portable restroom; the emptying a portable restroom; the provision of a portable sink or portable wash station; the provision of cardboard trash receptacles; and the provision of a Solid Waste vehicle and driver; the collection and disposal of City or Village owned car or truck tires, on or off the rim.

**Participating Community or Communities:** those political subdivisions both individually and collectively as defined as the 2025 SWORRE Consortium.

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

**Recyclable Materials or Recyclables:** Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7).

**Recycling Services:** the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Collection Agreement.

**Required Services:** the services required by the Agreement for the collection and transportation of Solid Waste and Recyclable Materials for disposal and processing, including any other Optional Services as well as services for Municipal Facilities and Special Events.

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

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

**Residential Unit Equivalent:** a commercial establishment or residential dwelling of greater than three (3) units within the corporate limits or utility district of each Participating Community that receives Collection Services in the same manner as Residential Units, as designated at the sole discretion of a City or Village.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from the combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, nontoxic, nonhazardous, unwanted fired and unfired, glazed and unglazed, structural products made from shale and clay products, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and noncombustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste. Solid Waste includes Yard Waste. See Revised Code Section 3734.01(E).

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

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

**Subscription Recycling Service:** non-mandatory, fee-based collection and transportation of Recyclable Materials, which individual Residents may elect to receive from a Collection Contractor at the agreed-upon bid price, whether paid by the Resident directly or by the City or Village.

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

**Unlimited Service:** up to six (6) 30-gallon cans or bags, or two (2) 95-gallon trash carts and up to one (1) large item per service day.

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

**EXHIBIT C**

**Implementation Plan Forms**

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

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

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 16th day of January, A.D. 2025.*

*Frank LaRose*

Ohio Secretary of State

Validation Number: 202501600746

# Rumpke Waste & Recycling

## **SWORRE CONSORTIUM, OHIO** **2025 SWORRE CONSORTIUM BID** **IMPLEMENTATION PLAN**

Rumpke has worked with hundreds of communities to successfully introduce and implement waste and recycling programs. From communicating changes to residents and businesses, to skillfully designing efficient routes, to delivering thousands of waste and recycling containers to customers, Rumpke's team works with municipalities to ensure a successful launch/transition of a waste and recycling program.



[www.rumpke.com](http://www.rumpke.com) | 1-800-828-8171



# Rumpke Waste & Recycling

## **SWORRE CONSORTIUM, OHIO**

### **RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL & RECYCLING SERVICES IMPLEMENTATION PLAN**

Rumpke has worked with hundreds of communities to successfully introduce and implement waste and recycling programs. From communicating changes to residents and businesses, to skillfully designing efficient routes, to delivering thousands of waste and recycling containers to customers, Rumpke's team works with municipalities to ensure a successful launch/transition of a waste and recycling program.

Rumpke recommends the following implementation plan for the City of Riverside:

#### **COMMUNICATIONS**

Rumpke anticipates a two-step residential direct mail process in the initial start-up/transition period. The first piece would be a notification of the impending contractor change and any specific program variances from the current system. The second mailer would be designed to remind residents of the change of service providers, as well as directives on the cart delivery/retrieval process. Again, Rumpke would work closely with City of Riverside staff to coordinate this residential contract in a fashion that is consistent with past practices and compliant with the City's directions.

Rumpke would also partner with the City of Riverside to maximize all reasonable methods to disseminate this information, including social media and other methodologies to maximize any transition communication. Rumpke's intent would be to mirror the collection day schedule currently in place within the City. Any future adjustment to routing would require prior approval from the City of Riverside. Rumpke would demonstrate its process for communicating any such alteration to the residents for City staff approval.

#### **CONTAINER ORDERING, INVENTORY AND SUPPLY PROCEDURES**

Rumpke works with Schaefer Plastics North America, LLC. to supply custom dark brown 95-gallon trash carts, and dark green 95-gallon or 65-gallon recycling carts. Rumpke's Dayton location includes a fully-equipped container shop and an inventory of extra carts. Rumpke will order all necessary equipment to fulfill the needs of the contract upon notice of the award.

#### **CONTAINER DELIVERY, EXCHANGE, AND REMOVAL PROCEDURES**

Container distribution will be coordinated with Rumpke's delivery teams to begin delivering carts two weeks prior to the start of service on January 1<sup>st</sup>, 2026. Continued maintenance and replacements for Rumpke carts will be offered as needed. Cart maintenance and additional cart requests can be submitted by contacting Rumpke's Customer Service Center.

Upon conclusion of the contract, should Rumpke not be the awarded contractor for the subsequent term, Rumpke would coordinate with the City of Riverside and the incoming contractor to provide a seamless transition plan for removal of Rumpke carts. This removal process would be completed by Rumpke staff to ensure a prompt orderly removal of equipment.



[www.rumpke.com](http://www.rumpke.com) | 1-800-828-8171





## EXHIBIT D

### 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 \_\_\_\_\_, 2025, 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 and/or Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events ("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 \_\_\_\_\_, 2025, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

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

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

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

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

(SEAL)

(SEAL)

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

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

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

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

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

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

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

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

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

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

#### Legal Status of the Principal

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

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

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

#### CERTIFICATE AS TO PRINCIPAL

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

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

**EXHIBIT E****Village of Fairfax, Ohio**

Number of Residential Units: 770

Number of Residential Equivalents: 26 (see attached list)

Collection Day: Tuesday

Collections shall not begin before 7AM on any collection day.

**Governmental Facilities and Community Events requiring service:**

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

- Municipal Building: 5903 Hawthorne Ave, Fairfax, OH 45227. Six (6) large rolling containers (96 gallon) for Solid Waste and four (4) large rolling containers (96 gallon) for Recyclable Materials.
- Ziegler Park: 3920 and 3921 Southern Ave, Fairfax OH 45227. Six (6) large rolling containers (96 gallon) for Solid Waste.

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

In addition, the Contractor shall provide one (1) open top roll-off container of up to thirty (30) yards capacity to the Village for flood clean-up, as needed, at no additional charge.

Two (2) portable restrooms for the following Special Events shall be provided upon request:

- Concert in the Park (one Friday or Saturday in June and/or July)
- Fall Festival (1 weekend day in August)

## VILLAGE OF FAIRFAX

## LIST OF BUSINESSES SERVICED AS RESIDENTIAL UNIT EQUIVALENTS

- |        |                    |  |
|--------|--------------------|--|
| 1.     | 5725 Dragon Way    | Small Offices  |
| 2.     | 3706 Lonsdale      | Eastham Auto Repair  |
| 3.     | 3724 Lonsdale      | Abrasive Specialties   |
| 4.     | 3726 Lonsdale      | Merit Manufacturing  |
| 5.     | 3726 Lonsdale      | Somerset Restoration   |
| 6.     | 3726 Lonsdale      | Hair Salon   |
| 7.     | 3902 Lonsdale      | Forsee Plumbing  |
| 8.     | 5565 Murray        | Precision Motorcars  |
| 9.     | 5701 Murray        | Beacon of Life Spiritual Center  |
| 10.    | 3712 Southern Ave. | American Legion  |
| 11.    | 3731 Southern Ave. | New Life Worship Center  |
| 12.    | 6103 Mary St.      | Lawnscape  |
| 13.    | 3883 Virginia Ave. | Manning Contracting  |
| 14.    | 3904 Virginia Ave. | US Fabrics   |
| 15.    | 3985 Virginia Ave. | Walker Pilsen  |
| 16.    | 3925 Virginia Ave. | Practical Products   |
| 17.    | 3802 Watterson Rd. | Fairfax Church of the Nazarene   |
| 18.    | 5771 Wooster Pike  | Fifth Third Bank   |
| 19.    | 5819 Wooster Pike  | Advanced Implant Dentistry   |
| 20-22. | 6002 Wooster Pike  | Matt Nickum Properties: Including Smitty's Cyclery, Tri-State Scuba (6008, 6010, 6012) |
| 23.    | 6100 Wooster Pike  | Bryant Medical   |
| 24.    | 6105 Wooster Pike  | ABS Sales Consulting   |
| 25.    | 6110 Wooster Pike  | Everything Bagels  |
| 26.    | 6308 Wooster Pike  | The Clean Clothes Company  |

PLEASE REFER TO THE ADDRESSES ON THE LIST FOR COLLECTION PURPOSES; THE BUSINESS NAME MAY NOT NECESSARILY MATCH THE NAMES LISTED ABOVE.

EACH RESIDENTIAL UNIT EQUIVALENT IS LIMITED TO SIX (6) 27 GALLON CONTAINERS OF SIXTY (60) POUNDS IN WEIGHT OF SOLID WASTE IN EACH CONTAINER PER COLLECTION; ONE RECYCLABLE MATERIALS CART IS ALSO INCLUDED.

**EXHIBIT F****Insurance Coverage Requirements**

**(Please attach proof of insurance coverage consistent with below requirements)**

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

**EXHIBIT G****Workers' Compensation Coverage**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2024

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  
McGriff, a Marsh & McLennan Agency LLC Company  
3400 Overton Park Drive SE  
Suite 300  
Atlanta, GA 30339

CONTACT  
NAME: Linda Crocker  
PHONE: 404 497-7600  
(A/C No. Ext):  
E-MAIL: Linda.Crocker@mcgriff.com  
ADDRESS:

FAX  
(A/C No.):

INSURED  
Rumpke of Ohio, Inc.  
3990 Generation Drive  
Cincinnati, OH 45251

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER C: AUI Insurance Company	18399
INSURER D: ACE Property and Casualty Insurance Company	20899
INSURER E: Everest Indemnity Insurance Company	10851
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: M694U0X7

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.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		011170489 011170800	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ACV INJURY \$ 0 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG \$ 5,000,000 SIR \$ 500,000
B	AUTOMOBILE LIABILITY		AL4805391 XC4BF00003-241	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto Liability \$ 4,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000		XEUG72557736 004 Auto Excess Liability retention: 1st \$5,000,000 of Umbrella	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWC1310382 (OH) WC062790874 (IL, IN, KY, MO, TN, TX, VA) \$500,000 SIR applies to XS OH	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$ \$ \$

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

RE: SOLID WASTE AND RECYCLING COLLECTION SERVICES. VILLAGE OF FAIRFAX IS NAMED AS ADDITIONAL INSURED, EXCEPT WORKERS' COMPENSATION, WITH RESPECT TO WORK PERFORMED BY NAMED INSURED.

## CERTIFICATE HOLDER

VILLAGE OF FAIRFAX  
5903 HAWTHORNE AVENUE  
Cincinnati, OH 452247

## 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



**NOTICE OF AWARD**

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

**PROJECT DESCRIPTION:** The Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events.

**Three Year Term:** The term of the Collection Services Agreement shall commence 12:01 a.m., the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, and expire at midnight, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_; with the option at the sole discretion of the (City/Village) to extend the Agreement for two separate, additional one-year terms upon sixty (60) days' notice to Contractor.

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

The (City/Village) of \_\_\_\_\_, Ohio selects weekly \_\_\_\_\_ every-other-week \_\_\_\_\_ recycling collection services, per the pricing in Exhibit A.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025. By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2025. By: \_\_\_\_\_

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