

Village of Mantua, Ohio
ORDINANCE 2021-20

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CLERK-TREASURER TO
ADVERTISE FOR BIDS FOR RESIDENTIAL CURBSIDE RUBBISH AND RECY-
CLING SERVICES WITHIN THE VILLAGE.**

WHEREAS, the current contract for rubbish and recycling collection services will expire on December 31, 2021; and

WHEREAS, the Service Committee has recommended that the Village solicit combined competitive bids for the provision of rubbish and recycling collection services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Mantua, Portage County, Ohio, a majority or more of the members elected thereto concurring, that:

SECTION 1: The Mayor and the Clerk-Treasurer are hereby authorized and directed to advertise for bids for a single contract for weekly rubbish collection and bi-weekly residential curbside recycling services, as well as opt-in commercial rubbish and recycling collection, within the Village as set forth in the Bid Specification attached hereto and incorporated herein by reference.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance shall be effective after passage by at least a majority of the members elected to the Mantua Village Council at the earliest period allowed by law.

PASSED in Council this 18th day of May, 2021.

ATTEST:

Linda Clark, Mayor

Jenny August, Clerk-Treasurer

First Reading: March 16, 2021

Second Reading: April 20, 2021

Third Reading: May 18, 2021

Effective: June 17, 2021

Village of Mantua, Ohio
ORDINANCE 2021-20

I hereby certify the foregoing Ordinance was posted at the five public notice locations in the Village of Mantua, Ohio on _____.

Jenny August, Clerk-Treasurer

Approved as to Legal Form:

Michele A. Stuck, Solicitor

Village of Mantua, Ohio
RESOLUTION 2021-20
“Exhibit A”

BID PACKAGE
FOR THE VILLAGE OF MANTUA
REFUSE COLLECTION
and
CURBSIDE RECYCLING SERVICES

October 2021

INSTRUCTIONS TO BIDDERS

Sealed proposals will be received by Maryann Fabian, Village Administrator of the Village of Mantua, Ohio located at 4650 High Street, PO Box 775, Mantua, Ohio 44255 until 3:00 p.m. on Tuesday the 17th day of August, 2021 for the Village of Mantua Refuse Collection and Curbside Recycling Services Specifications as set forth in the specifications and bid documents (bid package) on file in the above office. Sealed bids will be publicly opened and read on the 17th day of August at 3:00 p.m. at the Village Council Chambers located at 4650 High Street, Mantua, Ohio 44255.

The bid package may be obtained from the Village of Mantua during regular business hours, 8:30 a.m. to 4:30 p.m. Monday through Friday. Each bid must be made in accordance with the specifications and documents of the bid package and submitted on the proper forms contained in the bid package. Questions shall be directed to Maryann Fabian, Village Administrator at 330-274-8776, ext. 150. Bids shall be made on the "Bid Proposal" form which is furnished with the bid package, should be enclosed in a sealed envelope marked "Village of Mantua Refuse Collection and Curbside Recycling Services Proposal" and shall be delivered prior to 3:00 p.m. on Tuesday the 17th day of August, 2021 to Maryann Fabian, Village Administrator at the Village of Mantua, Ohio, 4650 High Street, PO Box 775, Mantua, Ohio 44255.

The bidder hereby agrees that the Village of Mantua has the right to reject any or all bids and to waive informality in any bid, and that the bidder shall not dispute the correctness of these methods used in computing the lowest and best bid. The bidder further agrees that the Village of Mantua may at its discretion award the contract on the basis of individual items taken separately, in multiples, or collectively for any or all items in this proposal, and that he will not dispute the Village of Mantua's judgment in its award upon this basis.

Bidder's Signature

Business Address of Bidder:

PUBLIC NOTICE REQUESTING BIDS

Sealed proposals will be received by Maryann Fabian, Village Administrator of the Village of Mantua, Ohio located at 4650 High Street, PO Box 775, Mantua, Ohio 44255 until 3:00 p.m. o'clock on Tuesday the 17th day of August, 2021, for the Village of Mantua Refuse Collection and Curbside Recycling Services Specification bid, as set forth in the specifications and bid documents (bid package) on file in the above office. Sealed bids will be publicly opened and read on August 17th, 2021 at 3:00 p.m. at the Village Council Chambers at the above address. The Mantua Village Council will consider action on the bids received at its regular monthly meeting, which is to be held at 6:30 p.m., on Tuesday the 17th day of August, 2021. The bid package may be obtained from the Village Offices located at the above street address from 8:30 a.m. to 4:30 p.m. Monday through Friday or by calling 330-274-8776, ext. 150.

Each bid must be made in accordance with the specifications and documents of the bid package and submitted on the proper forms contained in the bid package, shall be in conformity with the Revised Code of Ohio, shall contain names of every person and company interested therein and shall be on the bidder's own bid form or stationery. Each bid shall be in a sealed envelope and clearly marked "Village of Mantua Refuse Collection and Curbside Recycling Services Proposal". Each bid shall be accompanied by a bid bond in the amount of \$2,500.00 from a duly authorized insurance and bonding company, licensed by the State of Ohio and approved by Mantua Village, or a \$2,500.00 certified check drawn upon a solvent bank in the State of Ohio and payable to Mantua Village, Ohio, and conditioned that if the bid is accepted, a contract will be entered into. Checks and bid bonds will be returned to the bidders after a contract has been entered into and secured. .

Questions shall be directed to Maryann Fabian, Village Administrator, at 330-274-8776, ext. 150. The Village of Mantua reserves the right to reject any and all bids and to waive any irregularities. All bids will be considered on the basis of the lowest and best bid by the Village of Mantua, Ohio Council.

Jenny August
Clerk-Treasurer, Village of Mantua, Ohio
Adv. June 21 and 28, 2021 (2x)

EEO/AFFIRMATIVE ACTION STATEMENT

The Village of Mantua pledges to provide equal opportunity with regard to race, color, creed, national origin, sex, or age. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer, or demotion; recruiting, advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

The Village of Mantua pledges to provide equal opportunity with regard to race, color creed, national origin, sex, or age to all interested bidders who submitting a bid for said Village.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 24, 1965, and Executive Order 11375, dated October 13, 1969.

BID PROPOSAL

The undersigned proposes to furnish the labor, materials and/or equipment as outlined on the following pages of this proposal for the Village of Mantua.

The undersigned understands that the quantities quoted are estimates only, and the Village of Mantua does not promise to buy any given amount, and he hereby waives any and all claims for loss of profits or damages caused by his expectation of selling any quoted amount to the Village. The undersigned also understands that the quoted price shall be firm for the contractual period.

Detailed Specifications are hereby made a part of the proposal, and the bidder hereby acknowledges that he has read and understands them.

Bidder _____

Authorized Signature _____

Address _____

Telephone _____

A. SPECIFICATIONS FOR REFUSE COLLECTION SERVICES

I. INTENT AND PURPOSE

The following are the specifications for the garbage, rubbish, yard waste and bulk items collection services to be provided to residences in the Village of Mantua, Ohio. All residents will comply with the ordinance and enroll in the program, unless they do not generate any refuse needing to be collected by a hauler. Only the Franchised Operator will be permitted to pick up residential garbage, rubbish, yard waste and bulk items. An apartment of four (4) or more units shall be considered as commercial. The Bidder may optionally submit a bid for commercial customers; such customers may be served by successful bidder on an opt-in basis.

The general intent and purpose of the Village of Mantua is to provide a collection system in the form of franchises to collect and dispose of container packaged garbage, rubbish, yard waste and bulk items from individual residential units, duplexes and triplexes, with the specific objective of reducing the volume of wastes going to landfills, reducing wear and tear on the Village's streets, and improving aesthetics by means of having all trash containers out for collection on only one day per week.

II. DEFINITIONS

- A. **Garbage** - shall include all animal and vegetable matter, singularly or in combination, which has been used as food, or intended to be used as food for humans.

* Specifically excluded from garbage shall be any yard waste, such as leaves, grass, weeds, branches, flowers, and fruits.

- B. **Rubbish** - shall include all household waste not considered recyclable, including, but not limited to, contaminated paper, broken glass and crockery, floor sweepings, disposable diapers and other personal hygiene products, clothes, shoes, rubber, leather, and general household scraps.

* Specifically excluded from rubbish shall be: construction debris such as stones, masonry, concrete, lumber, shingles, tar paper, auto parts, engines, batteries, paints, liquids, and any hazardous waste materials.

- C. **Bulk Items** - shall include tires, household furnishings and appliances, which must be set at curbside on regular trash pickup day. Customers to have Freon removed from appliances (e.g. refrigerators, dehumidifiers and air conditioners), and have them properly tagged for removal by trash hauler.

- D. **Yard Waste** - shall include leaves, grass, weeds, branches, bushes, flowers, fruits, and any vegetable matter commonly associated with residential property maintenance. Christmas trees are included in the definition of yard waste.

- E. **Waste or Refuse**- shall include Garbage, Rubbish, and Bulk Items.

- F. **Senior Resident** - shall mean any resident sixty-five years or older.
- G. **Physically Impaired Resident**- shall mean any resident, regardless of age, having a condition that substantially limits his/her mobility.
- H. **Non Senior/Impaired Resident**- Shall mean a resident who is both not a senior resident and who is not a physically impaired resident.

III. VILLAGE OF MANTUA REFUSE PICKUP PROGRAM

Weekly collection of single family residences' refuse, and, optionally, commercial refuse within the limits of the Village of Mantua.

1. No limit on number of bags or containers.
2. Pre-paid bags may be used if offered by successful bidder.
3. Refuse collection shall include yard waste (prepared to reasonable specifications of collection service provider).
4. Maximum weight for bag and/or container supplied by individual residential customer shall be 50 pounds.
5. For company-supplied "waste wheeler", maximum weight shall be 250 pounds.
6. Upon reasonable notice to successful bidder each residential household is permitted one bulk item per month at no charge (i.e.: furniture, bedding, appliances and tires).
7. Collection service provider to direct bill residents for service quarterly. No billing to be done by Village of Mantua.
8. Base bid shall not allow for fuel surcharge (alternate bid may include surcharge).
9. Village of Mantua municipal government refuse collection to be provided at no additional cost as specified in Section VIII.
10. Senior discounts to be provided.
11. "Snowbird" clause to be provided allowing residents to discontinue service for a period of absence from the Village of Mantua at no charge to resident (2 week absence minimum).
12. "Backdoor service" for disabled individuals to be provided at no additional charge.
13. Trash pickup per contract shall be completed in one day. Successful bidder may choose Wednesday, Thursday or Friday and all collections shall occur between 7:00 a.m. and 7:00 p.m.
14. Bid shall include a price for rental of a roll-off dumpster for renovation/remodeling/improvement projects on as-needed basis by Village residents and businesses.
15. Branches must be either container packaged in a bag or other disposable container or tied in bundles. In either event the branches shall be cut to length not greater than 36".
16. No pickups will be made on the normal holidays observed by the waste hauler awarded the service contract. Upon the award of the contract in 2021 and on or before January 1st of each year thereafter, the hauler must notify the Village of the observed holidays for that year.
17. Contractor – All waste must be transported to a licensed facility. See Section IX below.

IV. CONTACT WITH VILLAGE OFFICE

The Contractor, at his own expense, shall designate and provide a customer service representative and phone number that is available each day between the hours of 8:00 a.m. and 4:30 p.m., and be prepared to receive any orders and complaints which may be necessary to expand the services and/or improve them as necessary.

V. PREPARATION OF RUBBISH AND GARBAGE

All rubbish, garbage and refuse shall have drained from it, as far as practicable, all free liquid before being placed into the containers for collection and garbage as such shall be wrapped. The separation of combustible and non-combustible rubbish and garbage will not be required.

VI. EQUIPMENT

Each bidder shall submit with the bid proposal in their answer to question #4 of “Experience and Equipment Questionnaire” herein, specifications of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling shall be of late model and in such condition that the schedule of collections as prepared for the Village of Mantua can be maintained. Breakdowns or faulty equipment will not be sufficient reason for deviating from this schedule. The Contractor shall use the equipment identified in his or its proposal or equipment equal in type, specifications, and age, the usual wear and tear expected, at all times during the performance of the contract and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require. Equipment must be available for inspection during the life of the contract. The Village shall have the right to approve or reject any specific piece of equipment for use in Mantua at any time during the contract period.

VII. COLLECTION METHODS

It shall be the responsibility of the Contractor to make collections of all materials in a clean and orderly manner so that: (1) garbage, rubbish, bulk items and yard waste are not spilled and left upon private property, sidewalks or streets; and (2) after emptying, all containers are replaced to the original locations in an orderly fashion so that they present no danger or risk to anyone.

VIII. SERVICE FOR VILLAGE FACILITIES

The Contractor shall provide containers/dumpsters in the quantities and sizes indicated below for the collection of garbage, rubbish, and/or other refuse for each of the following Village owned buildings, to be picked up on the same day as regularly scheduled refuse collection, at no cost to the Village. The Village of Mantua has the option to increase or decrease container/dumpster quantities and/or sizes during this contract.

- a) Municipal Building (4650 High Street) – one 96-gallon (approx.) “waste wheeler” (or similar) to be supplied by successful bidder and placed near generator
- b) Service Garage (4880 High Street)- one 4-yd. dumpster
- c) Park Lodge (4808 High Street) – two 2-yd. dumpsters

- d) Main Street and Mini Plaza - seven 30-gallon garbage cans

IX. DISPOSAL FACILITIES

Each bidder shall provide evidence of a plan for disposal of all refuse in answer to question 5 on “Experience and Equipment Questionnaire” herein. Said plan shall be considered to be an integral part hereof.

X. COMPLAINTS

The Village Council or its designee shall have the right to determine the validity of complaints made by residential users of garbage, rubbish, bulk items and/or yard waste collection services as to failure of the Contractor to conform to the requirements of the agreement and specifications and his decision/s thereon shall be final and binding upon the Contractor in the assessment of penalties as hereinafter provided.

XI. PENALTIES

The Village may charge the Contractor Five Dollars (\$5.00) in liquidated damages for each verified failure on the part of the Contractor to collect garbage, rubbish and/or yard waste as required in these specifications. In case the Contractor shall fail to make such collections or dispositions after 24 hours notice of such complaint either by telephone or in person to the Contractor, the following non-collection penalty shall be in effect:

Non-collection within the specified time will cause the Village to collect with its own trucks on an emergency and overtime basis with the personnel and equipment charges being billed back to the Contractor.

XII. ACCUMULATION OF GARBAGE, RUBBISH OR YARD WASTE

The Contractor shall collect, remove and dispose of all garbage, rubbish, bulk items or yard waste, as defined in these specifications from all places in the Village of Mantua, Ohio, which may be designated by the Village Council or its agents whenever and wherever, the same may exist or accumulate within the corporate limits of the Village. If the cause of existence or accumulation is the fault of the Contractor, the Contractor shall bear the cost of said removal. If the cause is something other than the misfeasance or nonfeasance of the Contractor, the charge for said pickup will be negotiated at the time said services become necessary.

B. SPECIFICATIONS FOR RESIDENTIAL CURBSIDE RECYCLABLES COLLECTION SERVICES

I. Contractor shall agree to collect and remove recyclable materials on a bi-weekly basis (every other week) for the entire Village of Mantua on the same day of the week which it chooses for rubbish collection during the term of this contract. The successful bidder will be the exclusive designated contractor to provide recyclable material collection services to the residents of the Village for the duration of the agreement. If a holiday is on Friday, or a weekday prior to Friday, collection will be delayed until Saturday.

II. Contractor must provide service to all occupied dwellings (including multi-family units)

in the Village of Mantua. Recycling collection service is mandatory for all residences (non-subscription). The Village will provide Contractor with a master billing list of all occupied dwellings, and bidder will be responsible for invoicing and collection. The Village estimates a total of approximately four hundred ninety-nine (499) residential units, including all multi-family units.

III. Contractor to furnish one wheeled recycling container, with a minimum capacity of 65 gallons, for each residence in the Village, to hold the recyclables until collection day. The container will remain the property of the Contractor. The recycling container shall be a distinct color from the color of the container supplied for refuse collection. Contractor to furnish multiple wheeled recycling containers for certain government locations within the Village as directed, which will be serviced bi-weekly at no cost. The total number of additional wheeled recycling containers required for these locations is estimated to be three (3), however the actual number may be more or less and under no circumstance may the bidder request a price adjustment based on the actual number required.

IV. The term “recycling pickup” shall be defined as a bi-weekly pickup of all the recyclable materials which can be placed into one (1) wheeled recycling container with a minimum capacity of 65 gallons provided by the Contractor at each residence. Residents will be required to place each container at curbside for collection. Containers must be placed at curbside by 6:00 a.m. on the designated collection day. Contractor will collect the contents of the container at “curbside”, meaning that portion of the right-of-way adjacent to paved or traveled Village roadways, including the end of a driveway, curb line or alley line. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

V. Carry Out Service – The Contractor shall provide at no extra charge “carry out service” to address the needs of residents who are handicapped, disabled, impaired or otherwise precluded from, or physically incapable of, placing the recycling containers from that unit at curbside. The Village shall notify the Contractor in writing when carry out service is to be initiated or suspended for each specific handicapped, disabled or impaired residential unit subject to the review and approval of the Contractor. The location of recycling containers from residential units receiving carry out service shall be on the ground floor level and no farther from the street than ten (10) feet beyond the rear line of the building. Containers shall not be placed within an enclosed fence, garage, carport, etc.

VI. Unless otherwise permitted by the Village, collection of recyclable materials shall not commence before 7:00 a.m. and shall be completed by 7:00 p.m.

VII. Contractor shall at all times conform to and obey all present and future laws and regulations, rules, requirements, and orders of all governmental authorities and agencies relating to the collection of recyclables and shall indemnify and save harmless the Village from and against all liability, loss, expense and attorney’s fees by reason of the default of the Contractor or any of its employees.

VIII. Contractor shall provide a bi-weekly (every other week) curbside recycling collection program that shall occur on the same day of the week as the Contractor's weekly refuse collection. Each resident may place the following recyclables items into the container:

PAPER, CARDBOARD & FIBERBOARD:

- Newspaper, Junk Mail, Shopping Ads, Windowed Envelopes, Magazines
- Office and Computer Paper - All Colors
- Phone Books, Greeting Cards and Brown Paper Bags
- Fiberboard (Cereal, Cracker, Frozen Food and Soda Boxes)
- Cardboard, broken down and placed in the wheeled bin. Any single piece of cardboard too large for the container shall be broken down and placed alongside the container and shall be collected in the same manner as materials in the container.

CANS, PLASTIC, GLASS, etc.:

- Glass Bottles and Jars: all colors of glass accepted
- Aluminum and Steel Cans (Soup and Vegetable)
- Steel Jar Lids
- Clean Aluminum Foil and Pie Pans (non-food stained)
- Empty Aerosol Cans
- Milk and Juice Cartons
- Plastics # 1-7 (any plastic container with a numbered triangle on the container)

It shall be the responsibility of the homeowner to set the recyclables at the curbside on the collection day. The Contractor shall be responsible for the processing and marketing of the recyclables to the appropriate facilities that accept these materials. At no time are these materials to be disposed of in a landfill. All costs and proceeds from the marketing of the recyclable materials will be retained by the Contractor. The Contractor will supply the Village, and the Portage Solid Waste District, with tonnage figures of recyclables collected on a monthly basis.

IX. Each Bidder shall submit a quarterly quote for bi-weekly residential recycling pickup as described. Each bidder shall also provide a quarterly quote for opt-in bi-weekly commercial recycling pickup. Each Bidder's proposed rates must include all federal, state and local government taxes and fees as required. In the event there is any increase or decrease in federal, state, and local government taxes and fees during the term of this contract, the successful bidder will review the increase or decrease with the Village and will adjust collection rates in accordance with the increase or decrease. Any rate adjustment will be restricted to the amount necessary to pass the increase or decrease through on a dollar for dollar basis.

X. Each bidder shall provide to the Village an agreement with the facility where recyclable materials are to be processed for the period of this contract, and evidence of its ability to sort and market recyclable materials collected. If the recycling facility differs or changes during this contract, the contractor must notify the Village within thirty (30) days.

XI. The Village of Mantua may periodically audit the performance of the recycling program. An audit may include, but is not limited to, following collection vehicles, visiting processing facilities and performing an audit for tonnage and/or composition information.

XII. The successful bidder will further comply with all relevant provisions of the 2019 Portage County Solid Waste Management District Plan Update as prepared by the Ohio Environmental Protection Agency and as relating to the open-market collection system as well as any subsequent versions, amendments or modifications.

C. GENERAL REQUIREMENTS

I. CONTROL OF CONTRACT

The Contractor shall not assign the contract or sublet as a whole or in part without the consent of the Village of Mantua. Such consent does not release the Contractor from any of his obligations and liabilities under the contract. Violation of this specification shall result in instant forfeiture. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Village of Mantua, who may thereupon employ the necessary labor to perform the work at the expense of the offending Contractor and his sureties.

II. BID BOND

Each bid shall be accompanied by a certified check, or a cashier's check, or a bid bond in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) made payable to the Village of Mantua as a guarantee that if such bid is accepted, the contractor will proceed with the contract. The check of the successful bidder will be returned upon proper execution and securing of the contract and performance bond. Checks of the unsuccessful bidders will be returned after the contract has been awarded and entered into, or upon the rejection of all bids. The Village reserves the right to reject any and all bids or to waive any informality.

III. PERFORMANCE BOND

After the contract has been awarded the Contractor agrees to furnish a performance bond in the sum of One Hundred Thousand Dollars (\$100,000.00) with good and sufficient surety to be approved by the Director of Law of the Village of Mantua, conditioned that the Contractor shall collect and dispose of all garbage, rubbish, bulk items or yard waste and collect recyclable materials, in a good, proper and lawful manner, and in compliance with the ordinances of the Village of Mantua, Ohio, the rules of the Portage County Board of Health, and Ohio EPA and U.S. EPA and obligations of the contract and save the Village of Mantua harmless from any and all damages in connection with the collecting and disposing of garbage, rubbish and/or yard waste and collection of recyclables.

IV. COLLECTION EQUIPMENT

The Contractor shall provide an adequate number of vehicles for regular collection services. All materials transported on the streets or other public thoroughfares in the Village shall be in completely enclosed vehicles. Spillage or drainage from the vehicles transporting recyclables shall not be permitted. The Contractor shall provide a system of communication between the collection vehicle drivers and the Contractor's dispatch office, e.g. on-board computers or phone communication for each, to assure adequate tracking and information exchange. The Contractor shall use enclosed, leak-proof, packer-type truck bodies. The trucks shall be kept in good and efficient working order to insure proper and efficient service. Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed frequently. All vehicles shall be painted uniformly. Trucks must meet ODOT safety requirements.

V. MANTUA INCOME TAX

Bidders shall take into consideration the Village of Mantua levies a tax on income and profits and the Contractor receiving the award will be subject to the provisions of Village Income Tax Ordinance as amended.

VI. WORKERS' COMPENSATION AND SOCIAL SECURITY

Workers' Compensation and Social Security Acts, as amended, are deemed a part of the Contract. Bidders must be able to show that so far as previous and current contracts involving the collection and removal of garbage and rubbish are concerned their relations with the Bureau of Workers' Compensation and the Federal Offices of the Social Security System are completely satisfactory in every respect. Contractor shall be an independent Contractor and shall provide Worker's Compensation coverage for all of its employees. Copy of Workers' Compensation Certificate to accompany bid.

VII. TERM OF CONTRACT

The contract shall be for a period of five (5) years beginning January 1, 2022 and ending December 31, 2026.

VIII. INDEMNITY AND INSURANCE

The Contractor shall indemnify and save harmless the Village of Mantua and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demand of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property, by reason of any act, omission, neglect, or misconduct of said Contractor, his agent or employees in the execution of this contract.

In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage liability insurance covering not only the Contractor, but also the Village of Mantua, Ohio, limits of which shall not be less than \$1,000,000.00 of liability coverage per occurrence for bodily injury and property damage with the Village of Mantua named as additional insured with the Contractor under the said policy. The Contractor shall furnish the proper certificate of insurance coverage to the Village of Mantua. Copy of said liability insurance to accompany bid.

IX. EMPLOYER-EMPLOYEE PERSONNEL REQUIREMENTS

Any official or employee of the Contractor using improper or vile language, being under the influence of drugs and/or alcohol while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report he may be called upon to make, or refusing to collect and remove garbage, rubbish, bulk items, yard waste and recyclables, as herein defined, without being paid for same, except as is provided and allowed in this contract, or who is, in the opinion of the Mayor or his/her designee, incompetent to perform the work assigned to him by the Contractor, shall immediately be removed from said work and be disbarred from further

employment in said work. The Contractor shall provide a personnel list to the Village.

X. BILLING, COLLECTION, SUSPENSION OF SERVICE

The Contractor shall provide billing and collection for each customer. The Contractor will provide each customer with a quarterly bill via the US Mail or electronically at the option of the Customer. The Contractor shall allow Customers to pay by credit card and other electronic means or by check via the US mail at the option of the Customer. The Contractor shall not at any time during the term of this contract charge Customers an additional amount based upon the method of billing or payment. The Village has no responsibility or liability for nonpayment.

The Contractor shall allow any customer to suspend their *refuse collection service only* for any three month period in any twelve (12) month period. The customer will not be billed for the period of said suspension; provided the customer provides a two (2) week notice to the Contractor of when and how long the service is to be suspended.

The Contractor shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts. The Contractor shall be responsible for holding delinquent accounts as an uncollected accounts receivable until such time as the Contractor collects the delinquent amounts in any manner permitted by law. Contractor shall be solely responsible for billing and collection of current and delinquent amounts; Village shall bear no responsibility or involvement in billing and/or collection of accounts.

XI. EXCLUSIVE FRANCHISE

The successful Contractor for garbage, rubbish, yard waste and recyclables shall have exclusive franchise for the collection from residential premises. The franchise contemplated herein shall not be deemed to limit the right or obligation of the Village of Mantua to conduct leaf and branch pickup as regularly scheduled.

XII. AWARD OF CONTRACT

The Village of Mantua reserves the right to reject any and all bids, to waive any irregularities, and to allow a bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the bidder a competitive advantage. Noncompliance with any requirements of the Bid Package may cause a bid to be rejected. All bids will be considered on the basis of the lowest and best bid by the Village of Mantua, Ohio Council.

In evaluating bids, the Village may consider:

- a) The qualifications and experience of the bidder and any proposed subcontractors
- b) Whether or not the bids comply with the prescribed requirements
- c) Alternates and unit prices, if requested in the bid forms
- d) Operating costs, maintenance considerations, performance data and guarantees of materials and equipment
- e) Bid prices that are obviously unbalanced
- f) Cost impact of fuel adjustment mechanism

The Village may conduct further investigations to assist in the evaluation of any bid and to establish the qualifications and financial ability of the bidder, and any proposed subcontractors, to provide the service outlined in these bid specifications.

Upon determination of the lowest and best bidder by Mantua Village Council, written notice and the contract documents will be forwarded to the successful bidder. The bidder must sign and return these documents within a fourteen day period and include performance and payment bonds and insurance verifications.

The Village shall execute and deliver one set of fully executed contract documents to the successful bidder.

XIII. INFORMATION ABOUT THE VILLAGE OF MANTUA

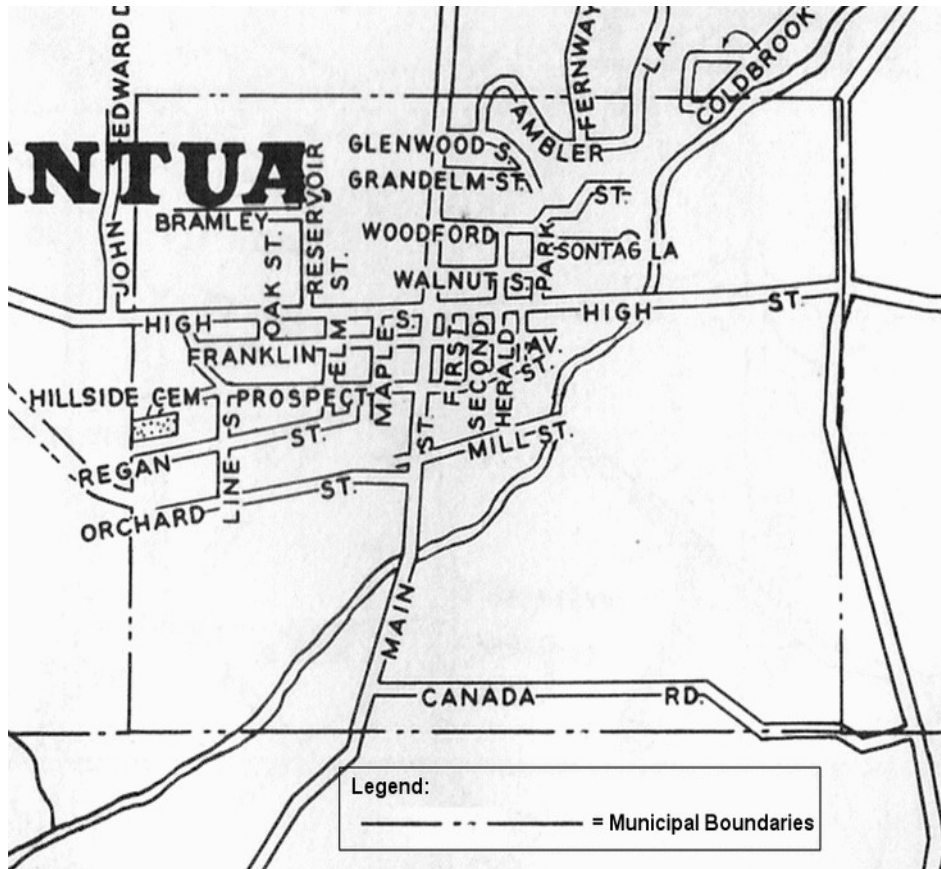
1,041	Population
499	Residential Units minus Apartment/Condo Complexes (4 or more units)
—	Commercial (Business) Establishments (includes multi-family of 4 or more units)

These figures are all approximate and subject to change.

XIV. MODIFICATION TO RATES

Governmental increases of taxes or fees specifically related to solid waste disposal will be passed on to the customers on an actual cost basis. (i.e. federal, state, or local governmental bodies, solid waste districts, etc.). The Village of Mantua requires no less than thirty (30) days notice prior to any rate increases occasioned by such governmental actions.

MAP of the VILLAGE of MANTUA



VILLAGE OF MANTUA, OHIO

BID PROPOSAL

TO BE ENCLOSED IN SEALED ENVELOPE, MARKED "VILLAGE OF MANTUA REFUSE COLLECTION AND CURBSIDE RECYCLING SERVICES PROPOSAL" AND ADDRESSED TO:

Village of Mantua, Ohio
Maryann Fabian, Village Administrator
P.O. Box 775
Mantua, Ohio 44255

Date: _____

SUBJECT: Bid proposal for collection of residential garbage, rubbish, bulk items and yard waste and curbside recycling services within the corporate limits of the Village of Mantua, Ohio, for a five (5) year period, beginning January 1, 2022.

I _____, We _____
hereby declare that the Specifications and Form of Agreement pursuant to the establishment of a contract for collecting and disposing of Garbage, Rubbish, Bulk Items and Yard Waste and provision of Curbside Recycling Services in the Village of Mantua, Ohio, have been read, and that the streets, roads and layout of the area to be traversed in and throughout the Village in furnishing the services necessary in connection therewith have been examined and studied, therefore, the following unit rates are submitted as basis for this bid proposal.

Signature

Printed Name and Title

Company

Address

OFFICIAL BID SHEET
(To Be Read At Bid Opening)

VILLAGE OF Mantua
REFUSE COLLECTION SERVICE

Section 1

BID PROPOSAL-BASE BID-NO FUEL SURCHARGE

Years 1 - 3 Quarterly Rate per service unless otherwise indicated

<u>Residential Service</u>	<u>1st YearRate</u> (01/01/22 to 12/31/22) per quarter unless otherwise specified	<u>2nd YearRate</u> (01/01/23 to 12/31/23) per quarter unless otherwise specified	<u>3rd YearRate</u> (01/01/24 to 12/31/24) per quarter unless otherwise specified
Basic Weekly Residential Service (customer-supplied bins or bags)	\$ _____	\$ _____	\$ _____
Weekly Service including rental of Contractor-supplied 96 gallon (approx) "Waste Wheeler"	\$ _____	\$ _____	\$ _____
Pre-paid bags, purchased from contractor	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>
Senior discounted rate for residential services	_____% <i>discount</i>	\$ _____% <i>discount</i>	\$ _____% <i>discount</i>
Rental of "Roll-off" dumpster, per day, and collection/disposal after rental	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>
<u>Business/Commercial/Complex Service (Optional Bid)</u> <i>(will be on opt-in basis for customers)</i>			
2 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
3 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
4 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
6 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
8 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____

**Years 4 - 5 Quarterly Rate per service unless otherwise indicated
NO FUEL SURCHARGE**

<u>Residential Service</u>	<u>4th YearRate</u> (01/01/25 to 12/31/25) <i>per quarter unless otherwise specified</i>	<u>5th YearRate</u> (01/01/26 to 12/31/26) <i>per quarter unless otherwise specified</i>
Basic Weekly Residential Service (customer-supplied bins or bags)	\$ _____	\$ _____
Weekly Service including rental of Contractor-supplied 96 gallon (approx) "Waste Wheeler"	\$ _____	\$ _____
Pre-paid bags, purchased from contractor	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>
Senior discounted rate for residential services	_____% <i>discount</i>	\$ _____% <i>discount</i>
Rental of "Roll-off" dumpster, per day, and collection/disposal after rental	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>
<u>Business/Commercial/Complex Service (Optional Bid)</u> <i>(will be on opt-in basis for customers)</i>		
2 yard dumpster, weekly collection	\$ _____	\$ _____
3 yard dumpster, weekly collection	\$ _____	\$ _____
4 yard dumpster, weekly collection	\$ _____	\$ _____
6 yard dumpster, weekly collection	\$ _____	\$ _____
8 yard dumpster, weekly collection	\$ _____	\$ _____

Section 2

BID PROPOSAL-BASE BID-WITH FUEL SURCHARGE**

Years 1 - 3 Quarterly Rate per service unless otherwise indicated

<u>Residential Service</u>	<u>1st YearRate</u> (01/01/22 to 12/31/22) per quarter unless otherwise specified	<u>2nd YearRate</u> (01/01/23 to 12/31/23) per quarter unless otherwise specified	<u>3rd YearRate</u> (01/01/24 to 12/31/24) per quarter unless otherwise specified
Basic Weekly Residential Service (customer-supplied bins or bags)	\$ _____	\$ _____	\$ _____
Weekly Service including rental of Contractor-supplied 96 gallon (approx) "Waste Wheeler"	\$ _____	\$ _____	\$ _____
Pre-paid bags, purchased from contractor	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>
Senior discounted rate for residential services	_____% <i>discount</i>	\$ _____% <i>discount</i>	\$ _____% <i>discount</i>
Rental of "Roll-off" dumpster, per day, and collection/disposal after rental	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>
<u>Business/Commercial/Complex Service (Optional Bid)</u> <i>(will be on opt-in basis for customers)</i>			
2 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
3 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
4 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
6 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____
8 yard dumpster, weekly collection	\$ _____	\$ _____	\$ _____

**Years 4 - 5 Quarterly Rate per service unless otherwise indicated
WITH FUEL SURCHARGE**

<u>Residential Service</u>	<u>4th YearRate</u> <i>(01/01/25 to 12/31/25) per quarter unless otherwise specified</i>	<u>5th YearRate</u> <i>(01/01/26 to 12/31/26) per quarter unless otherwise specified</i>
Basic Weekly Residential Service (customer-supplied bins or bags)	\$ _____	\$ _____
Weekly Service including rental of Contractor-supplied 96 gallon (approx) "Waste Wheeler"	\$ _____	\$ _____
Pre-paid bags, purchased from contractor	\$ _____ <i>per each bag</i>	\$ _____ <i>per each bag</i>
Senior discounted rate for residential services	_____ % <i>discount</i>	\$ _____ % <i>discount</i>
Rental of "Roll-off" dumpster, per day, and collection/disposal after rental	\$ _____ <i>per day</i>	\$ _____ <i>per day</i>
<u>Business/Commercial/Complex Service (Optional Bid)</u> <i>(will be on opt-in basis for customers)</i>		
2 yard dumpster, weekly collection	\$ _____	\$ _____
3 yard dumpster, weekly collection	\$ _____	\$ _____
4 yard dumpster, weekly collection	\$ _____	\$ _____
6 yard dumpster, weekly collection	\$ _____	\$ _____
8 yard dumpster, weekly collection	\$ _____	\$ _____

**This Alternate Bid Proposal may include fuel surcharge using Department of Energy Information Administration (DOE/EIA) Highway Diesel Price Index Reading for Midwest Region. All other provisions of the base bid remain unchanged. Base bid does not allow for fuel surcharge.

Notes:

The rate quoted will be the quarterly cost to collect refuse on a weekly basis from all residences, optionally businesses and complex dumpsters in the Village of Mantua; unless otherwise specified.

The number of units will fluctuate monthly due to vacancies and new occupancies; the Village of Mantua bears no responsibility for informing Contractor of changes in occupancy

The successful bidder shall also collect weekly all Village of Mantua government refuse at no cost to the Village of Mantua. Village of Mantua government refuse shall include

the following:

- a) Municipal Building (4650 High Street) – one 96-gallon (approx.) “waste wheeler” (or similar) to be supplied by successful bidder and placed near generator
- b) Service Garage (4880 High Street)- one 4-yd. dumpster
- c) Park Lodge (4808 High Street) – two 2-yd. dumpsters
- d) Main Street and Mini Plaza - seven 30-gallon garbage cans

REMARKS, MODIFICATIONS & EXCEPTIONS TO BE LISTED BELOW

Section 3

VILLAGE OF MANTUA
RECYCLABLES COLLECTION SERVICE

Rate quoted is for quarterly RESIDENTIAL service

Calendar Year	Quarterly Rate
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____
2026	\$ _____

Rate quoted is for OPT-IN COMMERCIAL service

Calendar Year	Quarterly Rate	per container of size
2022	\$ _____	_____
2023	\$ _____	_____
2024	\$ _____	_____
2025	\$ _____	_____
2026	\$ _____	_____

BID BOND

A certified check (), a cashier's check (), bid bond (), in the sum of Two Thousand, Five Hundred Dollars (\$2,500.00) is attached hereto.

VERIFICATION

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Village of Mantua in the form included in the Bid Package, to perform the service as indicated in the Bid Package at the residential unit rate per month indicated in this Bid, and in accordance with the other terms and conditions of the Bid Package.

Bidder accepts all the terms and conditions of the Instructions to Bidders and in the other documents contained in the Bid Package. The bid shall remain subject to acceptance for thirty (30) days after the Bid opening.

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully did the documents in the Bid Package and the other related data identified in the Bid Package, receipt of all which is hereby acknowledged.
2. Bidder has visited the Village of Mantua and has become familiar with and is satisfied as to the general and local conditions that may affect cost and performance of the Contract.
3. Upon receipt of written notice of acceptance of the bid by the Mantua Village Council, Bidder shall execute the Contract which is part of the Bid Package within ten (10) days.
4. Bidder has given the Village of Mantua written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Package, and has received the written resolution thereof by the Village of Mantua.
5. The Bid Package is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Contract for which this Bid is submitted.
6. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Village of Mantua.

Bidder will perform the Contract in accordance with the Contract Documents for the price(s) indicated on the above tabulation. The following documents are attached to and made a condition of this Bid:

- A. Experience and Equipment Questionnaire
- B. List of Interested Principals

- C. Non-Collusion Affidavit
- D. Delinquent Personal Property Tax Affidavit

SUBMITTED on _____, 2021

Bid Proposal Signature Page
(signed below where appropriate)

If Bidder is:

An Individual

Name (printed or typed): _____

By: _____

(Signature of Individual)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner-attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation or Limited Liability Company

Company Name: _____

State of Incorporation/Registration _____

Type (Corporation Or Limited Liability Company): _____

By: _____

(Signature –attach evidence of authority to sign)

Name: (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Must Be Submitted With Bid Proposal

**QUESTIONNAIRE
EXPERIENCE AND EQUIPMENT**

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answer to interrogatories hereinafter made.

1. How many years have you been in business as a Contractor under your present name?

2. How many years have you been a principal officer of a contracting firm under another name?

_____ years	_____ Firm
_____ years	_____ Firm

3. Explain your plan of layout for performing this proposed work. _____

4. What equipment do you own, or plan to acquire, that is available for the proposed work? State quantity, make, model, and year and capacity.

5. What specific facility will you use to dispose of the solid waste? Do you have a stable long term relationship with this facility?

Explain. _____

Questionnaire, Experience & Equipment - continued

6. List other municipalities presently being serviced by your firm under similar contracts. State name of municipality, contact person and phone number, services provided, number of residential units, and population of municipality. _____

7. List any Municipal Contract that you have lost through default or poor service. Include the name of the community, date of the contract, date of the contract termination, and an explanation of why your services were terminated. _____

8. Please provide the name and phone number of the customer service representative that will be available for any complaints or questions the Village may have.

LIST OF INTERESTED PRINCIPALS

Names and addresses of persons interested as principals are as follows:

NON-COLLUSION AFFIDAVIT
(must be executed for bid to be considered)

Village of Mantua Refuse and Recyclables Collection Services

CONTRACTOR: _____
being first duly sworn, deposes and says that he is _____
(sole owner, a partner, president, secretary, etc.) of _____

_____ the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

SIGNED:

STATE OF _____
COUNTY OF _____, ss:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above named _____ who acknowledged that the signing of the foregoing instrument was _____ own free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this _____ day of _____, 2021.

Notary Public

Must Be Returned With Bid Proposal

For Clerk-Treasurer's Use Only
 Auditor Contract No. _____
 Copy Mailed to County Treasurer
 Date _____ Initials _____

DELINQUENT PERSONAL PROPERTY TAX
 (Must be Executed by the Successful Bidder)

A F F A D A V I T

STATE OF OHIO)
)ss
 COUNTY OF _____)

_____, being first duly sworn, deposes and says that
 _____ is _____
 (sole owner, a partner, president, secretary, etc.)
 of _____, the successful bidder on the attached contract
 with the VILLAGE of Mantua for, _____
 _____ and for the purpose of complying with Section 5719.042
 (describe or identify contract)
 of the Ohio Revised Code, states that at the time the bid for said contract was submitted, said
 bidder _____ charged with delinquent personal property taxes on the
 (was) (was not)
 General Tax list of personal property of a county in which the VILLAGE of MANTUA has
 territory (Portage County). The amount of such due and unpaid delinquent taxes, penalties and
 interest thereon is as follows:

<u>Taxes</u>	<u>Penalties and Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

Sworn to and subscribed before me this _____ day of _____, 2021.

My Commission Expires: _____

 Notary Public

Must Be Returned With Bid Package

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2021, by and between the VILLAGE OF MANTUA, OHIO hereinafter called the party of the first part, and _____ of _____ or _____ Successors, executors, administrators and assigns, hereinafter called the party of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned to be made by the party of the first part and the party of the second part agrees as follows:

ARTICLE 1, SCOPE OF WORK: Party of the second part shall furnish all necessary personnel, equipment and special equipment, tools considered necessary and proper and an area of ground suitable for the disposal of garbage, rubbish, bulk items, yard waste and recyclables, to perform the services required by the aforementioned specifications in these contract documents and entitled "Contract Documents for Collection and Disposal of Garbage, Rubbish, Bulk Items, Yard Waste and Recyclables for the VILLAGE OF MANTUA, OHIO".

ARTICLE 2, WORK TO BE PERFORMED: Work to be performed under this contract shall begin on _____ and consist of _____ with the frequencies and schedules specified elsewhere in these documents.

ARTICLE 3, CONTRACT SUM: The party of the second part is responsible for billing and collection.

ARTICLE 4, PENALTIES: Where work is incomplete, reductions may be made as covered in the attached documents.

ARTICLE 5, CONTRACT DOCUMENTS: Shall consist of the following:

- . EEO Statement
- . Specifications
- . Bid Proposal
- . Official Bid Sheet
- . Form of Agreement
- . Form for Contract Bond
- . Questionnaire
- . Map of Village of Mantua, Ohio

Form of Agreement - continued

IN WITNESS WHEREOF, the party of the first part has hereto subscribed by the Mayor and the party of the second part has/have affixed his/her/their name(s).

VILLAGE OF MANTUA, OHIO

WITNESS:

_____ BY: _____
Mayor

CERTIFICATION OF FUNDS:

We hereby certify that the funds to make the within payments are available, or in the process of collection, and that said funds are not and cannot be used for any other purpose.

Date: _____ BY: _____
Clerk/Treasurer

Approved as to form and legal sufficiency.

Date: _____ BY: _____
Solicitor

SUCCESSFUL CONTRACTOR

NAME _____

WITNESS:

_____ BY: _____
_____ BY: _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That we

_____ as principal, and

_____ a surety corporation organized and existing under the Laws of the State of _____, as surety, are held and firmly bound into the VILLAGE OF MANTUA, OHIO, a Municipal Corporation, of the County of Portage and State of Ohio, in the sum of One Hundred Thousand Dollars (\$100,000.00), lawful money of the United States of America, to be paid to the VILLAGE OF MANTUA, OHIO, its successors and assigns for the payment of which will and truly to be made, we hereby bind ourselves, and each of us, our successors, heirs, executors, administrators and assigns, jointly and severally, firmly by these Present.

SEALED with our seals and dated this _____ day of _____, 2021.

WHEREAS, the above bonded, _____

_____ principal, have entered into or are about to enter into, a Contract with the VILLAGE OF MANTUA, OHIO, to collect, remove and dispose of Garbage, Rubbish, Bulk Items and Yard Waste, weekly, and bi-weekly recyclables collection, as specified in the Agreement from the residences and premises and commercial establishments opting in in said VILLAGE OF MANTUA, OHIO, for a period of five (5) years, to begin January 1, 2022 as set forth in the Specifications.

NOW, THEREFORE, the condition of the above written Bond and obligation is such that if the above bonded _____

_____ principal, with the VILLAGE OF MANTUA, OHIO, in the foregoing Contract named, shall well and faithfully perform the services contemplated in the Agreement referred to, and shall well and faithfully perform and comply with all the conditions and agreements in the said Contract on their part in every particular, and shall perform said services in accordance with the specifications which govern said Contract and the terms of all Ordinances of the VILLAGE OF MANTUA, OHIO, relating thereto and shall comply with the requirements of the Ohio and U.S. EPA, in such case made and provided, then the above written Bond or Obligation shall be void and of no effort, but otherwise shall be and remain in full force and effort.

IN WITNESS WHEREOF, the above named Obligators have caused this Obligation to be signed by them respectively, under their proper signatures and seals, this _____ day of _____, 2021.

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

PRINCIPAL

SURETY

ATTEST: _____