

**Medina
County
Solid Waste
Management
District**

December 21, 2017

**REQUEST FOR BIDS
FOR
The Management, Grinding, Transportation and
Composting or Recycling of Yard Waste Received
at the Medina County Solid Waste
District's Class IV Facility**

TABLE OF CONTENTS

I.	INSTRUCTIONS FOR RESPONDING TO THE REQUEST FOR BIDS	
A.	Legal Notice to Bidders	4
B.	Instructions and Bid Response	5
C.	Introduction	5
D.	Quantities	6
E.	Scope of Work	7
F.	Conditions	11
G.	Name, Address and Legal Status of Bidder	11
H.	Qualifications and Experience	12
I.	Bid Price	12
J.	Disqualification of Bids	13
K.	Term of Contract	13
L.	Basis for Award	13
II.	GENERAL INFORMATION	
A.	Ownership of the Facility	14
B.	Independent Contractor Status	15
C.	Implementation Plan	15
D.	Holidays and Hours of Operation	15
E.	Office	15
F.	Compost Facility or Recycling Facility	15
G.	No Flow Control	15
H.	Exit Plan	16
III.	CONTRACT ITEMS	
A.	Definitions	16
B.	Compliance with Laws	19
C.	Effective Date	19
D.	Nondiscrimination	20
E.	Indemnification	20
F.	Environmental Indemnification	21
G.	Insurance	21
H.	Workers' Compensation	21
I.	Bond/Affidavit	22
J.	Power of Attorney	22

K.	Basis and Method of Payment	22
L.	Transferability of Contract.....	23
M.	Subcontracting	23
N.	Ownership	24
O.	Performance	24
P.	Performance Assurance	24
Q.	Breach of Contract	25
R.	Court of Law	25
S.	Permissible Pass-Through Charges	25

ATTACHMENTS

* Attachment A: Contractor Information Sheet	27
* Attachment B: Yard Waste Management Services - Bid Forms	28
* Attachment C: Experience Record	29
* Attachment D: Implementation Plan	30
Attachment E: Performance Bond.....	31
Attachment F: Insurance Requirements	32
Attachment G: Workers’ Compensation Coverage	33
Attachment H: OPERS Independent Contractor/Worker Acknowledgement Forms	34
Attachment I: Proposal Check List.....	35
* Attachment J: Non-Collusion Affidavit	36
* Attachment K: Property Tax Delinquency Form	37
Attachment L: Notice of Award	38
Attachment M: W-9 Forms.....	39
Attachment N: Agreement.....	40
Exhibit 1: District’s 2017 Historical Tonnage Data	54-66

*** = Completed document to be included with bid submission**

I. INSTRUCTIONS FOR RESPONDING TO THE REQUEST FOR BIDS (“RFB”)

A. Legal Notice to Bidders

The Board of the Medina County Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District, hereby announces its Request for Bids to Manage, Grind, Transport, Compost or Recycle Yard Waste received at Medina County Solid Waste District’s (MCSWD) Class IV Compost Facility located at 8700 Lake Road, Seville, Oh 44273. Bids will be accepted for a minimum term of one (1) year, with a contract start date of February 12, 2018. Bids will be accepted for three (3) consecutive one (1) year renewal terms, executed at the sole discretion of the Board, for a maximum contractual opportunity of four (4) years. The award shall be based upon an analysis of the lowest and best bid for the right to provide the Yard Waste Management Services. If selected, the Successful Bidder must secure a Performance Bond as required by the Bid Documents.

There shall be an informational, voluntary pre-bid meeting and site inspection for interested Bidders on January 5, 2018, at the Medina County Solid Waste District’s Facility, 8700 Lake Road, Seville, Ohio 44273, at 1:30 p.m. The Board shall receive sealed bids for the Yard Waste Management Services at the Medina County Sanitary Engineer’s Office, 791 W. Smith Road, Medina, Ohio, 44256 until 3:00 p.m. on January 23, 2018, which shall then be publicly opened and read aloud. All bids shall: (a) be submitted on the Bid Forms contained in the Bid Documents; (b) contain all information/documentation required by the Bid Documents; (c) be returned in sealed envelopes, marked “YARD WASTE MANAGEMENT SERVICES BID;” (d) include one (1) original and two (2) paper copies; OR one (1) original paper copy and two (2) electronic copies; and (e) a separate Bid Bond in the amount of one thousand dollars (\$1,000.00) as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Yard Waste Management Services Agreement contained in the Bid Documents.

Bids shall be considered valid until 90 days after the bid opening date, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents. The Board reserves the right to abandon the bid process and to reject all bids at any time. Copies of the Bid Documents are on file and may be obtained from Christine Hegarty, Administrative Secretary, Medina County Sanitary Engineer’s Office, 791 W. Smith Road, Medina, Ohio, 44256, or by calling (330) 723-9585; downloaded from the County’s website at <http://www.co.medina.oh.us/legal.htm>; or from the Sanitary Engineer’s website at <http://www.sanitaryengineer.co.medina.oh.us>. In order to ensure that potential Bidders receive addendums, if any, Bidders must register their interest in accordance with the instructions in the Bid Documents.

PUBLISH: The Medina-Gazette December 21, 2017
(Newspaper) (Date)

B. Instructions and Bid Response

In order to ensure that potential Bidders receive addendums, if any, please register Bidder's interest by submitting name of company, contact name, email address, phone and fax numbers to Christine Hegarty, Administrative Secretary, Medina County Sanitary Engineer, at chegarty@medinaco.org with "Yard Waste Management Services Bidder Registration" in the subject line. It is incumbent upon all Bidders to provide complete information to ensure that interested Bidders receive subsequent Bid addendum, if any.

Questions and requests for clarification on this Request for Bids (RFB) shall be submitted in writing, via email to Christine Hegarty at, chegarty@medinaco.org, no later than 12:00 noon on Wednesday, January 10, 2018. Verbal inquiries shall not be addressed.

Bids shall address all specification requirements in the Statement of Qualifications. The successful Bidder shall be required to comply with all requirements of the Contract, regardless of whether the Contractor had actual knowledge of the requirements and regardless of any statement or omissions made by the Contractor which might indicate a contrary intention. All bids submitted in response to the RFB shall be provided on and inclusive of the attached bid forms (Attachments A-O where indicated). All blank spaces on the bid form shall be completed in full, with ink or typewritten.

The Board may consider informal any response not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any or all bids. Any bid may be withdrawn prior to the opening of the responses. Any bid received after time and date set for the opening shall not be considered.

The Bidder shall provide with their bid a written response to all specifications and requirements contained in this document in the Contractor's "Management, Grinding, Transportation, Composting or Recycling of Yard Waste Received at the Medina County Solid Waste District's Class IV Compost Facility" package.

C. Introduction

The Medina County Solid Waste District Facility (Facility) is comprised of three (3) separate facilities on a 52 acre parcel located near the Northwest corner of State Route 224 and Lake Road in Westfield Township, at 8700 Lake Road, Seville, Ohio 44273. The Facility is currently open for business Monday through Friday from 6:00 a.m. to 4:30 p.m., and on Saturdays from 7:00 a.m. until 12:00 p.m. The District's Ohio EPA approved Solid Waste Management Plan **discontinued** Flow Control of yard waste to this Class IV

Compost Facility (Class IV). Yard waste generated in the Medina County Solid Waste District (MCSWD or District) is eligible to be received at any composting facility in the area. The MCSWD's Class IV Compost Facility (Class IV) is located in the south side of the MCSWD's Transfer Station building. The access to all of the facilities within the MCSWD Facility is through the front gate of 8700 Lake Road.

The District's idle processing area, materials recovery drop-off area, household hazardous waste area, and on-site Class I Compost Facilities are not available for use by the Successful Bidder.

Management of yard waste and pallets shall be conducted outside of regular business hours and the presence of the general public.

Project Milestones	Date
Legal Advertisement Published	December 21, 2017
Voluntary Pre-Bid Meeting at MCSWD Conference Room, 8700 Lake Road, Seville, OH	January 5, 2018 1:30 p.m.
Questions on Bid Due by	January 10, 2018 Noon
Responses to Bid Questions by	January 12, 2018 4:30 p.m.
Bid Opening at Medina County Sanitary Engineer's Offices, 791 West Smith Road, Medina, OH	January 23, 2018 3:00 p.m.
New Contract Services Begin	February 12, 2018

D. Quantities

The Medina County Solid Waste Management District (District) receives approximately 16,500 cubic yards per year of loose bulk Yard Waste delivered to the Medina County Solid Waste District Facility located at 8700 Lake Road, Seville, OH 44273 (2017). This number is not inclusive of pallets dropped off in the Class IV area. The District has logged through its scale house operations approximately 6,200 tons of outbound ground yard waste, inclusive of pallets, during 2017 (see EXHBIT 1).

The District cannot guarantee the annual tonnage/cubic yards of Yard Waste or pallets that will be delivered to the Medina County Solid Waste District Facility (Facility). The District does not have Flow Control authority over Yard Waste.

E. Scope of Work

The Scope of Work under the Contract shall consist of the items contained in the Contract Documents and reasonably implicit therein, including all incidentals necessary to fully complete said work in accordance with the Contract Documents, including the Scope of Work listed herein. The objectives of the Contract shall be to offer the residents of the District the following:

- Timely, environmentally responsible, and efficient management, grinding, transportation, composting or recycling of yard waste materials from the District Facility located at 8700 Lake Road, Seville, OH 44273;
- Competitive prices;
- Compliance with the Ohio Revised Code (ORC) Chapter 3734 “Solid and Hazardous Waste” and the Ohio Administrative Code (OAC) Chapter 3745 “Environmental Protection Agency”;
- Accurate and timely reporting of all cubic yards and tonnage; and
- Accountable and reliable services.

The Successful Bidder(s) shall provide the following services:

1. Push up yard waste and pallets into neat piles prior to grinding on no less than a weekly basis.
2. Provide all labor and equipment to shred yard waste and pallets on a regular basis.
3. Setup a grinding system, either permanent or mobile, within MCSWD’s Class IV Compost site that is sufficient enough to manage present volumes and any future increases.
4. Utilize a magnet in the processing equipment design to remove nails and scrap metal from processed yard waste and pallet materials.
5. Haul ground yard waste material and ground pallets from the Class IV Compost Area within 14 days of grinding.
6. Furnish all support equipment for shredding operation. (Loaders, trailers, etc.).
7. Complete all OEPA Class IV logs and reports.
8. Provide completed OEPA Class IV logs and reports to MCSWD on no less than a monthly basis.
9. Meet with MCSWD personnel in person no less than once per quarter.

10. Be paid by the tonnage of ground outbound yard waste and pallets recorded by the MCSWD's outbound scale system, and subsequently reflected in a Contractor invoice. MCSWD's scale system shall calculate net tonnage of material (gross tonnage – tare weight = net tonnage).
11. Coordinate and schedule grinding and hauling services with the MCSWD.
12. Maintain the necessary equipment in good working order. Should there be a breakdown in any of the necessary equipment, it will be replaced or repaired so as not to cause any extensive delays in performance of the contract. The Contractor agrees to be fully responsible for his equipment and its performance.
13. Provide proof of market that shows materials are being composted at an OEPA licensed or registered compost facility or recycled. Yard Waste materials are prohibited from being disposed of in a Landfill.

The District shall provide the following:

1. Provide the MCSWD's Class IV site for the disposal of yard waste and pallets by residents and business.
2. Provide signage that indicates to residents and businesses where to place their Yard Waste and Pallets.
3. Provide two at least one (1) 12-cubic yard open top container for the collection of unwanted debris discovered in the Yard Waste material.
4. Empty and return the 12-cubic yard open top containers containing unwanted debris.
5. Instruct residents and business of the type of materials acceptable as yard waste and those that are unacceptable.
6. Provide a computer generated scale ticket for each outbound load of ground yard waste and pallets.
7. Make payment to the Contractor based on the contract price and tonnage, as reflected in a monthly invoice from the Contractor. The monthly invoice shall reflect outbound tonnage; date of outbound load; and truck and trailer information.

It is the responsibility of the Contractor to comply with the following:

- a) Cleaning and Maintenance of Operator Vehicles and Equipment: To provide the necessary means for the thorough cleaning and maintenance of the Vehicles and Equipment located at the Facility. All Vehicles and Equipment utilized by the contract Operator at the Facility shall be kept in a clean, sanitary and safe operating condition at all times, and be subject to inspection at any time by the District to determine that same are clean, sanitary and in safe operating condition. Any vehicles or equipment at the Facility that, in the opinion of the District, are not clean, sanitary or in a safe operating condition shall be removed from service by the contract Operator until such vehicles or equipment have been cleaned and/or

repaired to the satisfaction of the District. Failure to comply with these standards at the Facility constitutes grounds for termination of the Agreement for services by the District.

- b) Insurance: To provide Insurance necessary to cover the operation and ownership of such Vehicles and Equipment in accordance with Attachment G, attached and incorporated.
- c) Facilities and Equipment: The Operator shall keep Class IV in a clean, sanitary and safe condition at all times. Class IV shall be subject to inspection at any time by the District to determine that same are clean, sanitary and in safe operating condition. The Operator may be permitted to utilize Facility locker rooms, rest rooms and kitchen areas as designated by the District; however, the District reserves the right to access any location at any time and for any reason. The Operator is not permitted to utilize the Facilities and Equipment at the Facility for any private business opportunity, and shall only utilize the Facilities and Equipment for the purpose of performing the services as defined herein.
- d) Fuel Tanks: There are no District-owned fuel tanks located at the 8700 Lake Road Facility. With written pre-approval of the District Coordinator and in accordance with all applicable rules, regulations and authorities, the Operator may utilize their own above ground fuel tank. The tank shall be constructed with a spill prevention and containment system. The management, maintenance and clean-up pertaining to and around the above ground fuel tank(s) shall be the sole responsibility of the Operator.
- e) Facility's Existing Conditions: The Operator shall delineate in their Implementation Plan a date on which the District and the Operator will walk through Class IV to examine and document the existing condition of the area. This baseline exam shall be utilized by the District to determine the difference between normal wear-and-tear and damage.
- f) Supplies, Tools, Gear and other Materials: The Operator shall provide its own supplies, tools, gear or other materials required to perform the Yard Waste Management Services.
- g) Quality Assurance and Warranties: The Operator is solely responsible for the quality of the work performed pursuant to the Agreement for Yard Waste Management Services.

- h) Employee Hiring and Training: The Operator and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Operator, in accordance with Ohio and Federal law. The Operator(s) shall provide any and all necessary training in operations, safety practices, use of employee uniforms that identify each employee of the Operator or safety equipment, conduct, and any other training for all of the Operator's employees or agents involved in providing the Yard Waste Management Services. If the Operator provides its employees or agents with any written policies, procedures, safety manuals, or other employment handbooks, the Operator shall maintain a current copy on site at the Facility at all times, and provide access to such written materials to the District.
- i) Subcontractors: The Operator understands and agrees that the Operator is the primary contractor who will be performing the work under the Agreement for Yard Waste Management Services. The Operator may use subcontractors for portions of the work under their Agreement for Services, with the prior written consent of the District; however, the Operator shall remain the primary Contractor and shall remain liable for all work performed hereunder, regardless of whether such work is performed by an approved subcontractor. Written requests for the use of subcontractors shall be submitted and approved by the District prior to issuance of the Notice of Award. The Operator shall not use any subcontractor who has been subject to any action that limits the subcontractor's right to do business with Medina County, the State of Ohio, or the Federal Government.
- j) Records Data Collection and Reporting: The District agrees to maintain, on-site at the Facility, daily records identifying (a) the amount of Yard Waste in tons transported outbound by the Operator at the scales.

The Operator at the Compost or Recycling Facility agrees to maintain, on-site, daily records identifying the amount of District ground Yard Waste or Pallets in tons accepted by their facility for processing at the gate or scales.

The Operator shall retain all such records for a minimum period of three (3) calendar years. The District, or its authorized representative, shall have the right to inspect and copy the daily records maintained by the Operator as required by this Agreement.

- k) Environmental Rights, Responsibilities and Liabilities: The Operator shall be responsible for complying with all federal, state and local statutes, rules and regulations pertaining to the operation of a Class IV Compost Facility, including but not limited to Ohio Revised Code Chapter 3734 “Solid and Hazardous Waste” and Ohio Administrative Code Chapter 3745 “Environmental Protection Agency” during the term of the Agreement for Services.

The Operator shall be responsible for completing the required daily inspection and maintaining it in a book available for review by the District and Medina County Health Department.

- l) Inspections During Operation of the Facility and Public Tours: The Operator of the Class IV Facility shall permit the District, its employees and agents, including the Sanitary Engineer, to inspect and observe the performance of the Yard Waste Management Services, without limitation.

F. Conditions

Each Bidder shall become familiar with the conditions relating to the scope of services and restrictions regarding the execution of the Scope of Work in the Contract. All Bidders shall thoroughly examine and be familiar with the specifications.

The Bidder shall make its own determination as to the conditions that exist throughout the District, and shall complete the Scope of Work within actual site conditions at the time of contract award at no extra cost to the District.

The Bidder’s attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, District Rules, and the rules and regulations of all authorities having jurisdiction over the work to be performed, shall apply to the Contract throughout, and are incorporated into the Contract as if fully written therein, including those of the Ohio EPA. The District does not assume any responsibility or liability resulting from the Bidder’s failure to be acquainted with the amount or nature of the work required to complete the Contract in conformity with all requirements of the Contract.

G. Name, Address and Legal Status of Bidder

The Bid must be properly signed in ink and the address of the bidding party given. The legal status of the Bidder, whether corporate, joint partnership, or individual, shall also be stated with the bid response (Attachment A).

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign the bid), and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be provided. Each corporate Contractor must also submit evidence of good standing in the Contractor's state of incorporation and that the Contractor is qualified to conduct business in the State of Ohio, or that the Contractor will take all necessary steps to qualify to conduct business in the State of Ohio if the corporation is awarded the Contract. Failure to submit evidence of qualification to conduct business within the State of Ohio within fourteen (14) days after issuance of the Notice of Award shall terminate the award.

Bids by a partnership or an individual shall be required to state in the Bid the names of all persons interested therein. Proper evidence of the authority of the partner who signs the proposal must accompany the submission. The official address of the partnership must be shown below the signature. The place of residence of an individual Contractor, or the office address, with county and state and telephone number, shall be given after his signature.

If the bidding party is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid.

Anyone signing a Bid as an agent of another or others must submit with the Bid legal evidence of his or her authority to do so.

H. Qualifications and Experience

The Bidder is required to submit in detail, as a separate submittal item (Attachment C), the Bidder's qualifications and experience, references (at least two), and financial ability to supply the Services, to enable the Board to judge the responsibility, experience, skill, and financial good standing of the Bidder.

The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Board reserves the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which shall be provided in writing within five (5) days of any such request.

I. Bid Price

The Successful Bidder shall provide the Services in accordance with the terms and conditions included in the Agreement(s) for Services, attached. Bidders shall submit, as their Bid Form, an executed Attachment B to the Agreement for Services.

Bids shall include a “not-to-exceed unit price per ton” for the minimum one (1) year contract and the three (3) consecutive one (1) year extensions to be exercised at the sole discretion of the District in order to be deemed responsive, for a potential total contract period of four (4) years.

J. Disqualification of Bids

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of the bid:

- Evidence of collusion among Contractors.
- Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- Default on any previous municipal contract for failure to perform.
- Non-responsive proposal.
- Price Bid considerably and inexplicably lower than the median of other Bids received.

K. Term of Contract

Bids shall be submitted on the basis of a one (1) year Contract with three (3) consecutive one (1) year options. The District reserves the right to accept or reject one (1), two (2) or all three (3) of the option years after the one (1) year Contract expires. Alternatively, these Contract(s) may be renewed for a term of less than one (1) year, if mutually agreeable to both the Contractor and the Board.

L. Basis for Award

The District shall award the Contract to the party whose bid is determined to be the most advantageous as the lowest and best bid to the District by the District’s Board of Directors (the “Board”), in the exercise of the Board’s sole and absolute discretion. In determining which bid is most advantageous to the District, the Board may consider any and all relevant criteria, regardless of whether one or more such criteria are specified in this RFB.

The criteria that may be considered by the Board in determining which bid is most advantageous for the District included, but are not limited to, the following:

- 1) The bid price submitted by the Contractor;
- 2) The Contractor's equipment available for use in performing the obligations of the Contract;
- 3) The Contractor's financial strength and stability;
- 4) Standing to conduct business in the State of Ohio;
- 5) Experience in the management of Yard Waste;
- 6) Business references pertaining to the provision of Yard Waste Management services for cities, villages, and townships and solid waste districts;
- 7) Evidence of the Contractor's ability to handle the anticipated volume of Yard Waste indicated by the District in the RFB;
- 8) The Contractor's past performance and/or service reputation and service capability;
- 9) Quality of the Contractor's staff or services;
- 10) Residents and other customers satisfaction with the Contractor's services;
- 11) The extent to which the Contractor's staff or services meet the District's needs;
- 12) Contractor's past relationship with the District;
- 13) Total long term cost to the District; and
- 14) Any other relevant criteria listed elsewhere in this RFB or that the District may become aware of through any other source.

The Board reserves the right to reject any and all bids, to waive any irregularities or informalities, and to negotiate final terms and conditions of the Contract, including but not limited to, the Contract price with the Contractor that is selected by the Board to receive the Contract.

The Contractor shall maintain its bid and unit prices bid for ninety (90) days following the date that the RFB is due. The effective date of service will be February 12, 2018.

II. GENERAL INFORMATION

A. Ownership of the Facility

The Board owns and oversees the operations of the Medina County Solid Waste District Facility and contracts with the Operator for Services.

The District shall maintain the scales and operate the Facility gate, charging the rate set by the Board for materials coming from the residential/commercial and industrial sectors as the gate or user fees.

B. Independent Contractor Status

The Operator shall execute Agreement as an independent contractor.

C. Implementation Plan

The Operator shall submit an Implementation Plan, as Attachment D, delineating specific activities and benchmark dates for (a) ownership or lease of sufficient Vehicles and Equipment to perform the Services; (b) Vehicle and Equipment delivery to the Facility; (c) that Operator has hired and trained sufficient employees to perform the Services; (d) the mobilization schedule of employees.

D. Holidays and Hours of Operation

The following shall be holidays for purposes of the Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Operator shall observe all of the above-mentioned holidays by suspension of operations on the holiday. Operations on the above-mentioned holidays may be conducted by the Contractor only after receiving approval by the District prior to the observance of the holiday.

E. Office

The Contractor shall maintain an office or such other facilities for the purposes of periodic communication. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. Monday through Friday.

F. Compost Facility or Recycling Facility

Bidders shall identify on the Bid Form the OEPA Licensed or Registered Compost Facility or Recycling Facility where the ground Yard Waste will be deposited.

G. No Flow Control

The District's Solid Waste Management Plan does not require that Yard Waste generated within the District be delivered to the Class IV Facility.

H. Exit Plan

The Operator agrees that no less than three (3) months prior to the expiration of the Agreement for Services, or promptly upon notification by the District that the District will not be exercising an optional extension term, the Operator shall submit an exit plan to the District detailing an orderly process proposed by the Operator(s) to cease operations at the Facility and vacate the premises. Such exit plan shall include, but is not limited to, benchmark dates for performing final inventories of Yard Waste to be processed and removed from the property; Vehicles and Equipment, and cleanup of Operator's supplies, tools, gear or other materials utilized in the performance of the Services.

III. CONTRACT ITEMS

A. Definitions

Agreement: the Agreement entered into between the Board and the Successful Bidder / Operator to perform the Yard Waste Management Services

Bid: collectively, the documents prepared and submitted by a Bidder in response to the Invitation to Bid issued by the Board to secure Yard Waste Management Services

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Bid Documents

Bid Bond: a bond, cashier's check or certified check ensuring the Board that the Successful Bidder will execute the agreements for the Yard Waste Management Services substantially in the form provided in the Bid Documents

Bid Documents: collectively, the documents prepared and furnished by the Board inviting bids to obtain the Yard Waste Management Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits contained therein

Bid Form: the exhibit to the agreement included in the Bid Documents upon which a Bidder shall submit its bid price for provision of the Yard Waste Management Service

Board: the Board of the Medina County Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District

Class IV Compost Facility (Class IV): a compost facility that accepts only source separated yard waste as feedstock. Source separated yard waste means yard waste that has been separated at the point of generation or collection from other solid wastes. Yard waste refers to the following wastes: leaves, tree trunks and stumps, grass clippings, holiday trees, brush, prunings from trees or shrubs, and garden waste. Industrial or agricultural processing wastes, such as discarded fruits, vegetables, or foliage are not considered yard waste. Vegetative waste resulting from clearing of construction sites is considered yard waste. In addition, Class IV composting facilities can use only those bulking agents and additives authorized by rule. Bulking agents and additives must be source separated; however, multiple bulking agents and additives may be collected or mixed together. Bulking agents accepted for use at Class IV facilities are: wood chips, shredded newspaper, straw, shredded cardboard, sawdust, stover, shredded brush, compostable containers, clean untreated wood (including wood pallets and dimensional lumber). Compostable containers refer to containers made of vegetative matter, paper, cardboard, and compostable plastics that meet American Society for Testing and Materials International (ASTM) standard D6400 or D6868.

Compost Facility: a facility measuring over 300 square feet that engages in Composting activities. These facilities shall have an OEPA registration, license and/or permit, as applicable. These facilities are limited to the types of wastes that can be accepted for composting; operational requirements of the facility; and testing requirements for the finished product prior to distribution. The OEPA recognizes and regulates the following categories of facilities:

- Class I: Mixed solid waste
- Class II: Source-separated yard waste, agricultural waste, animal waste and food scraps
- Class III: Source-separated yard waste, agricultural waste and animal waste
- Class IV: Source-separated yard waste

Composting: a method of solid waste disposal using controlled biological decomposition

Contract: the Agreement entered into between the Board and the Successful Bidder / Operator to perform the Yard Waste Management Services

District or MCSWD: the Medina County Solid Waste Management District, governed by the Board and managed by the Medina County Sanitary Engineer.

Effective Date: the date of last execution of the Agreement for Yard Waste Management Services

Facility: collectively, the 78,395 square foot building and accompanying acreage owned by the Medina County Solid Waste District located at 8700 Lake Road, Seville, Ohio, 44273; the fixtures installed at such property and owned by the Medina County Solid Waste Management District; the Class I Compost Facility and the Class IV Compost Facility located on the same site; and the licensed transfer station located on the same site

Flow Control: the legal provisions that allows the Medina County Solid Waste District to designate the places where municipal solid waste and yard waste is taken for processing, treatment, or disposal

Governmental Fee: a fee applied to the disposal or processing of Yard Waste levied by the United States Federal Government, State of Ohio or other public entity; does not include any charge by a private person or corporation for the disposal or processing of Yard Waste

Implementation Plan: the proposal submitted by a Bidder as part of a Bid consisting of specifically identified activities and accompanying benchmark dates in order to prepare for the provision of the Yard Waste Management Services; attached as Attachment D to the Agreement for Yard Waste Management Services

Invitation to Bid: the request for bids issued by the Board to secure the Yard Waste Management Services

Medina County Solid Waste District (District or MCSWD): pursuant to Chapter 3734.52 of the Ohio Revised Code and Resolution No. 49-144 the agency within Medina County that is responsible for the management of solid waste in a safe, environmentally sound and effective manner; and whose offices are located at 8700 Lake Road, Seville, Ohio, 44273

Medina County Solid Waste District Facility (Facility): the site owned by the Board and located at 8700 Lake Road, Seville, Ohio, 44273 where solid waste generated in the District is delivered and the Solid Waste District Offices are located

Notice of Award: written notification that a Bid has been accepted by the Board for the Operator to provide the Yard Waste Management Services

OEPA: the Ohio Environmental Protection Agency

Operator: the Successful Bidder with whom the Board has entered into an Agreement for Yard Waste Management Services to perform Yard Waste Management Services

Performance Bond: the bond insuring performance of the Yard Waste Management Services, to be submitted by a Successful Bidder in substantially the same form as that included in the Bid Documents

Recycling Facility: a facility that processes materials that would otherwise be thrown, disposed of and turn them into new products

Scope of Work: the work under the Contract shall consist of the items contained in the Contract Documents and reasonably implicit therein, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents

Solid Waste Landfill or Landfill(s): the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated within the District

Yard Waste: vegetative waste resulting from the care and maintenance of landscaped areas, lawns and gardens. Yard waste includes leaves, grass clippings, brush, garden waste, tree trunks, holiday trees and prunings from trees and shrubs

Solid Waste Management Plan: the District prepared and Ohio EPA Director-approved plan to provide for, demonstrate, and certify the availability of and access to sufficient solid waste management capacity to meet the solid waste management needs of the District during the applicable period, in accordance with Ohio Revised Code section 3734.53 and any applicable administrative rules

Successful Bidder: the Bidder or Bidders whom the Board concludes has submitted the lowest price and best bid for the Yard Waste Management Services

Vehicles and Equipment: the vehicles and equipment owned or leased and operated by the Operator necessary to provide the Yard Waste Management Services

B. Compliance with Laws

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

C. Effective Date

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on: February 12, 2018 for Yard Waste Management Services.

D. Nondiscrimination

The Contractor agrees that (a) in the hiring of employees for the performance of work under this Contract, no Contractor, or any person acting on a Contractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and (b) that no Contractor, or any persons acting on a Contractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, or color. If any employee is discriminated against, the Contractor will be subject to the liability as set forth in Section 153.59 of the Ohio Revised Code.

E. Indemnification

The Contractor shall save, indemnify and hold the District, its Board, its employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Contract, providing that any such claim, damage, loss, or expense:

- 1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- 2) is caused in whole or in part by any willful, 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, regardless of whether or not it is caused in part by a party indemnified hereunder. 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.

In any and all claims against the District, its Board, its employees, agents, officers and consultants (each an indemnitee), by any employee of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, the indemnification obligation 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 Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

F. Environmental Indemnification

The Contractor shall save, indemnify and hold the District, its Board, its employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from 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 Operator(s)' negligent, reckless, or willful misconduct relating to the 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 Contract.

G. Insurance

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

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Bodily injury Liability except	\$1,000,000 each occurrence
Automobile	\$1,000,000 each aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each aggregate
Automobile Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

H. Workers' Compensation Coverage

Prior to commencing work under this Agreement for Services, the Operator shall furnish to the District satisfactory proof that the Operator has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement for Services. Such proof shall be included as Exhibit F, which is attached and incorporated by reference. The Operator is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Operator shall hold the District free and harmless for any and all personal injuries of all persons performing work for the Operator under this Agreement for Services.

I. Bond/Affidavit

Performance Bond

- 1) Within ten (10) days after receiving the Notice of Award, the Contractor will be required to furnish a payment and performance bond meeting the requirements of Section 153.54 of the Ohio Revised Code with a corporate surety satisfactory to the District as security for the performance of this Contract. This bond must be in the amount of twenty-five thousand dollars (\$25,000.00).
- 2) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Ohio.

J. Power of Attorney

Attorneys-in-fact who sign the bid bond or the Contract bond shall file with each bond a certified and effectively dated copy of their power of attorney

K. Basis and Method of Payment

The Operator shall bill the District for the Services within ten (10) days following the end of the month, and the District shall pay the Operator on or before the thirtieth (30th) day following receipt of such invoice. Such billing and payment shall be based on the prices and charges stated in the Bid Form, attached and incorporated as Attachment B, and

increased or reduced by the District as provided in this Agreement for Yard Waste Management Services.

In the event the District reduces payment to the Operator, in good faith and at its sole discretion, the District shall provide a written explanation and reference to the authorizing provision of the Agreement for Yard Waste Management Services, including but not limited to paragraph S. In the event that the Operator disputes the basis for the reduction in payment, the District shall consider the basis for the dispute and may refund any such deduction to the Operator(s). However, the District is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid at the rate specified in Attachment B for every ton of Yard Waste ground, transported and deposited at a Compost Facility or Recycling Facility.

The bill submitted by the Operator shall include for each month: (1) the tonnage of Yard Waste outbound from the District's Facility as recorded by the District's outbound scales; and (2) attached copies of the disposal tickets or system report delineating each load of Yard Waste received from the District, inclusive of date, time, truck ID and tons or cubic yards of Yard Waste received by the Compost Facility or Recycling Facility.

L. Transferability of Contract

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

M. Subcontracting

The Operator understands and agrees that the Operator is the primary contractor who will be performing the work under the Agreement for Services. The Operator may use subcontractors for portions of the work under the Agreement for Services, with the prior written consent of the District; however, the Operator shall remain the primary contractor and shall remain liable for all work performed hereunder, regardless of whether such work is performed by an approved subcontractor. Written requests for the use of subcontractors shall be submitted and approved by the District prior to issuance of Notice of Award. The Operator shall not use any subcontractor who has been subject to any action that limits the subcontractor's right to do business with Medina County, the State of Ohio, or the federal government.

N. Ownership

Title to Yard Waste shall pass to the Operator when placed in Operator transfer trailer or other Operator-owned Container, whichever last occurs.

O. Performance

The work shall be accomplished in such a manner so as not to create any nuisance. If at any time the Operator fails to provide the delineated Yard Waste Management Services, the Operator shall notify the District as to the reason and the anticipated length of such delay. If at any time, the Contractor fails to maintain the Yard Waste Management Services as set forth for a period of one (1) month, the District may, at its sole discretion, provide for Yard Waste Management Services as it may determine necessary. The Operator shall reimburse the District for the cost of such activities upon demand. The Operator shall, upon request from the District, immediately resolve any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the determination of the District shall be final.

If the Operator fails to perform any material terms, conditions or provisions of the Contract, the District shall provide notice to the Operator describing such failure and giving the Operator ten (10) days to cure the failure and provide the District with written confirmation of the Operator's cure and actions taken by the Operator to prevent a recurrence of such failure. If the Operator fails to cure within ten (10) days, then the District reserves the right to terminate the Contract, and hold the Operator and its surety liable for any and all damages that the District may suffer by virtue of the termination of said Contract.

The Operator shall, before submitting a proposal, be familiar with present and proposed practices of Yard Waste Management in the District.

P. Performance Assurance

The Operator shall immediately report to the District any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Operator to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the District's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Operator to fulfill its obligations, the District shall have the right to demand adequate assurances from the Operator that the Operator is able to fulfill its obligations. Upon receipt by the Operator of any such demand, the Operator, within fourteen (14) days of such demand, shall submit to the District its written response to any such demand. In the event that the

District does not agree that the Operator's response will provide adequate assurance of future performance to the District, the District may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the grinding, transport and delivery of all or a portion of the Yard Waste, declare that the Operator is in default of its obligations under this Agreement for Yard Waste Management Services, or take such other action the District deems necessary to assure that the Yard Waste Management Services will be provided including the right to terminate the Agreement for Yard Waste Management Services.

Q. Breach of Contract

Upon the material failure of the Operator to comply with the terms or conditions of this Agreement for Yard Waste Management Services, the District may terminate the Agreement for Yard Waste Management Services in the following manner: the District shall provide notice to the Operator, by hand delivery or by certified mail, return receipt requested, of the alleged material failure of the Operator to comply with the Agreement for Yard Waste Management Services. The Operator shall have ten (10) days to provide the District 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 Operator 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 Yard Waste Management Services, the District may terminate this Agreement for Yard Waste Management Services. Any such termination shall not take effect until the District is able to secure alternate or substitute performance of the Yard Waste Management Services. The District may commence the process to obtain an alternate or substitute service provider for the Yard Waste Management Services following the failure of the Operator to cure the alleged material failure to the satisfaction of the District, in the exercise of the reasonable discretion of the District.

R. Court and Law

The Medina County Court of Common Pleas shall be the exclusive jurisdiction for any action of proceedings concerning any agreement or performance under the Contract Documents or in connection with the Contract. In any such action or proceeding the Contract Documents shall be construed in accordance with the laws of the State of Ohio which shall be govern to the exclusion of the law of any other forum.

S. Permissible Pass-Through Charges

Any and all governmental fee increases incurred for disposal of Yard Waste at a Compost Facility or Recycling Facility may be passed on by the Operator. Any and all governmental fee decreases shall be passed on by the Operator. A governmental fee is a fee applied to the disposal or processing of Yard Waste levied by another solid waste district or local, state and federal agency. The Operator shall give the District as much notice as is practicable before adjusting for governmental fee modifications.

*** ATTACHMENT A - *Submit with Bid***
YARD WASTE MANAGEMENT SERVICES
CONTRACTOR INFORMATION SHEET

Local Service Center/Office Information:

Name of Company: _____
Local Address: _____
Contact Person: _____ Title: _____
Phone: _____ Fax: _____
E-Mail: _____

Corporate/Headquarters Information:

Address: _____
Phone: _____ Fax: _____
President: _____
Controller: _____

Business Type: Corporation: _____ Limited Liability Company: _____
Joint Venture: _____ Other: _____
Publicly Held Company: _____ Privately Held Company: _____
Partnership: _____ List all Partners/Individuals with >10%
Interest: _____

If awarded this Contract, is the local office or corporate headquarters responsible and liable for the Contract?

Signed by Corporate Officer or Designee: _____

Date: _____

* ATTACHMENT B - *Submit with Bid*
BID FORM

Yard Waste Management Services
for the Medina County Solid Waste District's Class IV Facility

	Initial Term (1 year) February 12, 2018 – February 11, 2019	Renewal Term 1 (1 year) February 12, 2019 – February 11, 2020	Renewal Term 2 (1 year) February 12, 2020 – February 11, 2021	Renewal Term 3 (1 year) February 12, 2021 – February 11, 2022
Price Per Ton for the Management, Grinding, Transportation and Composting or Recycling of Yard Waste from the MCSWD Class IV Facility	\$ /ton	\$ /ton	\$ /ton	\$ /ton

*** ATTACHMENT D - *Submit with Bid***
IMPLEMENTATION PLAN

Please attach Implementation Plan details, which shall be fully incorporated into the Agreement for Yard Waste Management Services.

Implementation Plan details shall include, but are not limited to, benchmark dates for satisfying the following requirements, as applicable: (1) ownership or lease of sufficient Vehicles and Equipment to fully perform the Yard Waste Management Services; (2) deadline for delivery of Vehicles and Equipment to the Facility to perform Yard Waste Management Services (3) deadlines for hiring and training employees to fully perform the Yard Waste Management Services; (4) submittal of “Certificate of Good Standing” (authorization to do business in the State of Ohio); and letter of commitment for receipt of the Medina County Class IV ground yard waste.

ATTACHMENT E - PERFORMANCE BOND FOR THE PROVISION OF YARD WASTE MANAGEMENT SERVICES

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Yard Waste management 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 Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District ("Beneficiary") in the sum of **twenty-five thousand dollars (\$25,000.00)**, 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 Agreement for Interim Services by and between Principal and Beneficiary, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof, for the for the purpose of obtaining the management, grinding, transportation and composting or recycling of yard waste from the Medina County Solid Waste Management District's Class IV Facility ("Yard Waste Management Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement for Interim Services during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such Agreement for Interim Services, 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, the same shall 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 Agreement for Interim Services 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 Agreement for Yard Waste management Services.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2018, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal) _____ (Surety) _____

(Principal Secretary) (Surety Secretary)

(SEAL)

(SEAL)

(Witness as to Principal) _____ (Address) _____ (Witness as to Surety) _____ (Attorney-In-Fact) _____

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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)

ATTACHMENT F
INSURANCE COVERAGE REQUIREMENTS

Please attach proof of insurance coverage consistent with below requirements.

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

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Bodily injury Liability except Automobile	\$1,000,000 each occurrence \$1,000,000 each aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 each aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

ATTACHMENT G
WORKERS' COMPENSATION COVERAGE

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

ATTACHMENT H
PERS INDEPENDENT CONTRACTOR / WORKER ACKNOWLEDGMENT FORM

Please attach a current “PERS Independent Contractor / Worker Acknowledgment Form” for each of Operator’s employees. Operator is responsible for providing forms on a going-forward basis for all new employees.

ATTACHMENT I
YARD WASTE MANAGEMENT SERVICES
BID CHECK LIST

*This check list is not intended to be exhaustive. The District reserves the right to consider any and all relevant information whether or not it is listed above.

- * Attachment A: Contractor Information Sheet _____
- * Attachment B: Yard Waste Management Services - Bid Forms _____
- * Attachment C: Experience Record _____
- * Attachment D: Implementation Plan (including off-take letter of commitment) _____
- * Attachment J: Non-Collusion Affidavit _____
- * Attachment K: Property Tax Delinquency Form _____

*** ATTACHMENT J - *Submit with Bid***
YARD WASTE MANAGEMENT SERVICES
NON-COLLUSION AFFIDAVIT

State of Ohio

County of

BID Identification: **YARD WASTE MANAGEMENT SERVICES**

BIDDER _____

(Name)

being first duly sworn, deposes and says that he/she is _____ of

(Sole owner, a partner, president, etc.)

(Company Name)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against 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:

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

Seal of Notary

Notary Public _____

ATTACHMENT K
YARD WASTE MANAGEMENT SERVICES
PERSONAL PROPERTY TAXES AFFIDAVIT
(ORC 5719.042)

STATE OF OHIO
COUNTY OF _____

ss:

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

_____ Title and Name of Company

and that he/she or _____
Name of Company

was:

- (1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the Bid for Yard Waste Management Services;

(O R)

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

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

Sworn to before me, a Notary Public, this _____ day of _____, 20 _____

Notary Public
My Commission Expires:

ATTACHMENT L
YARD WASTE MANAGEMENT SERVICES
NOTICE OF AWARD

To :

PROJECT DESCRIPTION: Requests for bids for Yard Waste Management Services.

The Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District ("District") 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 Yard Waste Management Services has been accepted.

You are required by the Instructions to Bidders to execute the Agreement for Yard Waste Management Services within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement for Yard Waste Management Services within ten (10) days from the date of this Notice of Award, the District will be entitled to consider all of your rights arising out of the acceptance of your Bid as abandoned. The District 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 District within ten (10) calendar days.

Dated this _____ day of _____, 2018.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

Company: _____

Name: _____

Title:

Date: _____

ATTACHMENT M
YARD WASTE MANAGEMENT SERVICES W-9 Forms

ATTACHMENT N

YARD WASTE MANAGEMENT SERVICES

**FOR THE MEDINA COUNTY SOLID WASTE DISTRICT FACILITY
MEDINA COUNTY, OHIO**

THIS AGREEMENT for the Yard Waste Management Services for the Medina County Solid Waste District Facility (“Facility”) (“Agreement for Services”), entered into this ___ day of ____, 20____, is by and between the Medina County Board of Commissioners (“Board”), acting in its capacity as the Board of Directors of the Medina County Solid Waste Management District (“District”), with its offices located at 791 W. Smith Road, Medina, Ohio, 44256, and _____ (“Operator”), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio ____.

RECITALS

WHEREAS, pursuant to Section 343.02 of the Ohio Revised Code, the Board may enter into written contracts with any person for the furnishing to the District of any Yard Waste ; and

WHEREAS, the Board has determined that it is in the best interests of the District and its residents that the Board contract for the Management, Grinding, Transportation and composting and Recycling of Yard Waste from the Medina County Solid Waste District Class IV Facility, which is owned by the Board; and

WHEREAS, on December 19, 2017, the Board invited qualified providers of the Yard Waste Management Services through advertisement in The Medina-Gazette to submit bids to provide such Yard Waste Management Services on the terms and conditions contained herein; and

WHEREAS, the Operator submitted a Bid to furnish to the District Yard Waste Management Services for the benefit of the District and its residents; and

WHEREAS, following the January 23, 2018 official opening of the bids by the Board and consideration of bids for Yard Waste Management Services, the Board determined that the Operator is qualified to provide the Yard Waste Management Services to the District and approved the award of the Agreement for Yard Waste Management Services to the Operator; and

WHEREAS, the Board and the Operator have agreed on terms and conditions for the Yard Waste Management Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Attachment B and incorporated by reference; and

WHEREAS, the Board and the Operator each represents that it has the authority to execute this Agreement for the Yard Waste management 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 Agreement for Yard Waste Management Services are defined in III. A., Defined Terms, which is attached and incorporated by reference. In addition, the Agreement for Yard Waste Management Services incorporates the definitions set forth in the District Rules, if not specifically defined herein.

ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS

- 2.1 Agreement and Independent Contractor Status.** *The Board hereby authorizes the Operator, and the Operator hereby accepts such authorization as an independent contractor, to provide for Yard Waste Management Services.*
- 2.2 Effective Date and Term.** *This Agreement for YARD WASTE MANAGEMENT Services shall be effective on the date of last execution. The initial term of this Agreement for Yard Waste Management Services shall be for a term of one (1) years, beginning on February 12, 2018, and terminating on February 11, 2019.*
- 2.3 Renewal Terms.** *This Agreement for Yard Waste Management Services may be renewed for three (3) additional consecutive terms of up to one (1) year each at the sole discretion of the Board, upon such terms and conditions as the parties mutually agree, provided the cost for the Yard Waste Management Services does not exceed the prices reflected on the Bid Forms, attached as Attachment B, for Renewal Term 1, Renewal Term 2 and Renewal term 3. Alternatively, these Contract(s) may be renewed for a term of less than one (1) year, if mutually agreeable to both the Contractor and the Board.*
- 2.4 Implementation Plan.** *From and after the Effective Date, the Operator shall submit proof that the specific activities and benchmark dates identified in the Implementation Plan, which is attached as Exhibit C and incorporated by reference, have been met. The Operator shall certify: (a) compliance with the specific activities and benchmark dates which includes, but is not limited to, ownership or lease of sufficient Vehicles and Equipment to perform the Yard Waste Management Services; (b) that Operator has hired and trained sufficient employees to perform the Yard Waste Management Services;(c) that the Operator has delivered to the Board proof of insurance, proof of workers' compensation coverage, the required Performance Bond, and independent contractor/worker acknowledgment forms, which are attached as Attachments F, G and H incorporated by reference. Finally, the Operator shall certify that all conditions precedent to the commencement of performance of the Yard Waste Management Services have been satisfied by the dates stated on the Implementation Plan submitted by the Operator.*

2.5 **Exit Plan.** *The Operator agrees that no less than three (3) months prior to the expiration of the Agreement for Yard Waste Services, or promptly upon notification by the District that the District will not be exercising an optional extension term, the Operator shall submit an exit plan to the District detailing an orderly process proposed by the Operator to cease operations at the Class IV FACILITY and vacate the premises. Such exit plan shall include, but is not limited to, benchmark dates for performing final inventories of Yard Waste, Vehicles and Equipment, and cleanup of Operator's supplies, tools, gear or other materials utilized in the performance of the Yard Waste Services.*

ARTICLE III – GENERAL REQUIREMENTS OF THE OPERATOR

3.1 *The Medina County Solid Waste Management District (District) receives approximately 16,500 cubic yards per year of loose bulk Yard Waste delivered to the Medina County Solid Waste District Facility located at 8700 Lake Road, Seville, OH 44273 (2017). This number is not inclusive of pallets dropped off in the Class IV area. The District has logged through its scale house operations approximately 6,200 tons of outbound ground yard waste, inclusive of pallets.*

The District cannot guarantee the annual tonnage/cubic yards of Yard Waste or pallets that will be delivered to the Medina County Solid Waste District Facility (Facility). The District does not have Flow Control authority over Yard Waste.

The Operator shall provide the following services:

1. *Push up yard waste and pallets into neat piles prior to grinding on no less than a weekly basis.*
2. *Provide all labor and equipment to shred yard waste and pallets on a regular basis.*
3. *Setup a grinding system, either permanent or mobile, within MCSWD's Class IV Compost site that is sufficient enough to manage present volumes and any future increases.*
4. *Utilize a magnet in the processing equipment design to remove nails and scrap metal from processed yard waste and pallet materials.*
5. *Haul ground yard waste material and ground pallets from the Class IV Compost Area within 14 days of grinding.*
6. *Furnish all support equipment for shredding operation. (Loaders, trailers, etc.).*
7. *Complete all OEPA Class IV logs and reports.*
8. *Provide completed OEPA Class IV logs and reports to MCSWD on no less than a monthly basis.*
9. *Meet with MCSWD personnel in person no less than once per quarter.*
10. *Be paid by the tonnage of ground outbound yard waste and pallets recorded by the MCSWD's outbound scale system, and subsequently reflected in a Contractor invoice. MCSWD's scale system will calculate net tonnage of material (gross tonnage – tare weight = net tonnage).*
11. *Coordinate and schedule grinding and hauling services with the MCSWD.*

12. *Maintain the necessary equipment in good working order. Should there be a breakdown in any of the necessary equipment, it shall be replaced or repaired so as not to cause any extensive delays in performance of the contract. The Contractor agrees to be fully responsible for his equipment and its performance.*
13. *Provide proof of market that shows materials are being composted at an OEPA licensed or registered compost facility or recycled. Yard Waste materials are prohibited from being disposed of in a Landfill.*

The District shall provide the following:

1. *Provide the MCSWD's Class IV site for the disposal of yard waste and pallets by residents and business.*
2. *Provide signage that indicates to residents and businesses where to place their Yard Waste and Pallets.*
3. *Provide two at least one (1) 12-cubic yard open top container for the collection of unwanted debris discovered in the Yard Waste material.*
4. *Empty and return the 12-cubic yard open top containers containing unwanted debris.*
5. *Instruct residents and business of the type of materials acceptable as yard waste and those that are unacceptable.*
6. *Provide a computer generated scale ticket for each outbound load of ground yard waste and pallets.*
7. *Make payment to the Contractor based on the Contract price and tonnage, as reflected in a monthly invoice from the Contractor. Monthly invoice is to reflect outbound tonnage; date of outbound load; and truck and trailer information.*

3.2.1 **Cleaning and Maintenance of Operator Vehicles and Equipment:** *To provide the necessary means for the thorough cleaning and maintenance of the Vehicles and Equipment located at the Facility. All Vehicles and Equipment utilized by the contract Operator at the Facility shall be kept in a clean, sanitary and safe operating condition at all times, and be subject to inspection at any time by the District to determine that same are clean, sanitary and in safe operating condition. Any Vehicles or Equipment at the Facility that, in the opinion of the District, are not clean, sanitary or in a safe operating condition shall be removed from service by the contract Operator until such Vehicles or Equipment have been cleaned and/or repaired to the satisfaction of the District. Failure to comply with these standards at the Facility constitutes grounds for termination of the Agreement for services by the District.*

3.2.2 **Insurance:** *To provide Insurance necessary to cover the operation and ownership of such Vehicles and Equipment in accordance with Attachment G, attached and incorporated herein by reference as if fully rewritten herein.*

- 3.2.3 **Facilities and Equipment:** *The Operator shall keep Class IV in a clean, sanitary and safe condition at all times. Class IV shall be subject to inspection at any time by the District to determine that same are clean, sanitary and in safe operating condition. The Operator may be permitted to utilize Facility locker rooms, rest rooms and kitchen areas as designated by the District; however, the District reserves the right to access any location at any time and for any reason. The Operator is not permitted to utilize the Facilities and Equipment at the Facility for any private business opportunity, and may only utilize the Facilities and Equipment for the purpose of performing the services as defined herein.*
- 3.2.4 **Fuel Tanks:** *There are no District-owned fuel tanks located at the 8700 Lake Road Facility. With written pre-approval of the District Coordinator and in accordance with all applicable rules, regulations and authorities, the Operator may utilize their own above ground fuel tank. The tank shall be constructed with a spill prevention and containment system. The management, maintenance and clean-up pertaining to and around the above ground fuel tank(s) shall be the sole responsibility of the Operator.*
- 3.2.5 **Facility's Existing Conditions:** *The Operator shall delineate in their Implementation Plan a date on which the District and the Operator will walk through Class IV to examine and document the existing condition of the area. This baseline exam shall be utilized by the District to determine the difference between normal wear-and-tear and damage.*
- 3.2.6 **Supplies, Tools, Gear and other Materials:** *The Operator shall provide its own supplies, tools, gear or other materials required to perform the Yard Waste Management Services.*
- 3.2.7 **Quality Assurance and Warranties:** *The Operator is solely responsible for the quality of the work performed pursuant to the Agreement for Yard Waste Management Services.*
- 3.2.8 **Employee Hiring and Training:** *The Operator and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Operator, in accordance with Ohio and Federal law. The Operator(s) shall provide any and all necessary training in operations, safety practices, use of employee uniforms that identify each employee of the Operator or safety equipment, conduct, and any other training for all of the Operator's employees or agents involved in providing the Yard Waste Management Services. If the Operator provides its employees or agents with any written policies, procedures, safety manuals, or other employment handbooks, the Operator shall maintain a current copy on site at the Facility at all times, and provide access to such written materials to the District.*

3.2.9 **Subcontractors:** *The Operator understands and agrees that the Operator is the primary contractor who will be performing the work under the Agreement for Yard Waste Management Services. The Operator may use subcontractors for portions of the work under their Agreement for Services, with the prior written consent of the District; however, the Operator will remain the primary Contractor and will remain liable for all work performed hereunder, regardless of whether such work is performed by an approved subcontractor. Written requests for the use of subcontractors shall be submitted and approved by the District prior to issuance of Notice of Award. The Operator shall not use any subcontractor who has been subject to any action that limits the subcontractor's right to do business with Medina County, the State of Ohio, or the federal government.*

3.2.10 **Records Data Collection and Reporting:** *The District agrees to maintain, on-site at the Facility, daily records identifying (a) the amount of Yard Waste in tons transported outbound by the Operator at the scales.*

The Operator at the Compost or Recycling Facility agrees to maintain, on-site, daily records identifying the amount of District ground Yard Waste or Pallets in tons accepted by their facility for processing at the gate or scales.

The Operator shall retain all such records for a minimum period of three (3) calendar years. The District, or its authorized representative, shall have the right to inspect and copy the daily records maintained by the Operator as required by this Agreement

3.2.11 **Environmental Rights, Responsibilities and Liabilities:** *The Operator shall be responsible for complying with all federal, state and local statutes, rules and regulations pertaining to the operation of a Class IV Compost Facility, including but not limited to Ohio Revised Code Chapter 3734 "Solid and Hazardous Waste" and Ohio Administrative Code Chapter 3745 "Environmental Protection Agency" during the term of the Agreement for Services.*

The Operator shall be responsible for completing the required daily inspection and maintaining it in a book available for review by the District and Medina County Health Department.

3.2.12 **Inspections During Operation of the Facility and Public Tours:** *The Operator of the Class IV Facility shall permit the District, its employees and agents, including the Sanitary Engineer, to inspect and observe the performance of the Yard Waste Management Services, without limitation.*

ARTICLE IV — GENERAL REQUIREMENTS OF THE DISTRICT

- 4.1 **Ownership of the Facility** *The Board owns and oversees the operations of the MCSWD Class IV Facility and contracts with the Operator for the management, grinding, transportation and composting or recycling of yard waste received at MCSWD Class IV Facility. District employees shall direct the Yard Waste from the scales to the Class IV Compost Facility.*

The District shall maintain the scales and operate the gate, charging the rate set by this Agreement for materials outbound from the Class IV Compost Facility.

- 4.2 **Facilities and Equipment**. *The District will provide the Operator at the Class IV access to the break room, locker rooms, and restrooms.*

ARTICLE V – PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 **Performance Assurance**. *The Operator shall immediately report to the District any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Operator to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the District's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Operator(s) to fulfill its obligations, the District shall have the right to demand adequate assurances from the Operator that the Operator is able to fulfill its obligations. Upon receipt by the Operator of any such demand, the Operator, within fourteen (14) days of such demand, shall submit to the District its written response to any such demand. In the event that the District does not agree that the Operator(s)' response will provide adequate assurance of future performance to the District, the District 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 Yard Waste Management Services, declare that the Operator(s) is in default of its obligations under this Agreement for Yard Waste Management Services, or take such other action the District deems necessary to assure that the Yard Waste Management Services will be provided including the right to terminate the Agreement for Yard Waste Management Services.*

- 5.2 **Performance Bond**. *Within ten (10) days after receiving the Notice of Award, the Operator shall furnish and maintain for the duration of this Agreement for Yard Waste Management Services, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the District in all respects, or such other security acceptable to the District, in the amount of twenty-five thousand dollars (\$25,000.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the District, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the District accepts, in writing, a substitute surety.*

- 5.3 **Liability Insurance.** *The Operator, at the Operator's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Agreement for Yard Waste Management Services carry and maintain in full force and effect, for the mutual benefit of the District and the Operator, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Yard Waste Management Services. The insurance coverage to be purchased and maintained by the Operator as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the District. The coverage and limits of such insurance are listed on Exhibit E, which is attached and incorporated by reference. The Operator 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 Agreement for Yard Waste Management Services.*
- 5.4 **Proof of Insurance.** *All insurance required by this Agreement for Yard Waste Management Services shall be obtained from a responsible insurance company or companies reasonably satisfactory to the District and authorized to do business in the State of Ohio. The District shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the District promptly upon commencement of the term of this Agreement for Yard Waste Management Services, and insurance policy renewals or certificates shall be delivered to the District 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 District at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.*
- 5.5 **Workers' Compensation Coverage.** *Prior to commencing work under this Agreement for Yard Waste Management Services, the Operator shall furnish to the District satisfactory proof that the Operator has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement for Yard Waste Management Services. Such proof shall be included as Exhibit F, which is attached and incorporated by reference. The Operator is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Operator shall hold the District free and harmless for any and all personal injuries of all persons performing work for the Operator under this Agreement for Yard Waste Management Services*
- 5.6 **Indemnification.** *The Operator shall save, indemnify and hold the District, its Board, its employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Yard Waste Management Services under this Agreement for Yard Waste Management Services, 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 Operator, anyone directly or indirectly employed by the Operator, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation 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 Operator shall save, indemnify and hold the District, its Board, its employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from 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 Operator(s)' negligent, reckless, or willful misconduct relating to the Yard Waste Management Services. Any indemnitee shall promptly notify the Operator of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Operator the opportunity to defend such claim and shall not settle such claim without the approval of the Operator. This section shall survive expiration or earlier termination of this Yard Waste Management Agreement.*

5.8 Indemnity Not Limited. *In any and all claims against the District, its Board, its employees, agents, officers and consultants, by any employee of the Operator or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Operator 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 Board member, employee, agent, officer or consultant of the District.*

5.10 Covenant Not to Sue. *During the term or any renewal term of the Agreement for Yard Waste Management Services, the Operator shall not challenge, directly or indirectly, the District's Solid Waste Management Plan as approved by the Ohio Environmental Protection Agency or District Rules.*

ARTICLE VI – BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

6.1 Operator(s) Billings to Board and Board Payment. *The Operator shall bill the District for the Services within ten (10) days following the end of the month, and the District shall pay the Operator on or before the thirtieth (30th) day following receipt of such invoice. Such billing and payment shall be based on the prices and charges stated in the Bid Form, attached and incorporated as Attachment B, and increased or reduced by the District as provided in this Agreement for Yard Waste Management Services.*

In the event the District reduces payment to the Operator, in good faith and at its sole discretion, the District shall provide a written explanation and reference to the authorizing provision of the Agreement for Yard Waste Management Services, including but not limited to paragraph 6.2. In the event that the Operator disputes the basis for the reduction in payment, the District shall consider the basis for the dispute and may refund any such deduction to the Operator(s). However, the District is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid at the rate specified in Attachment B for every ton of Yard Waste ground, transported and deposited at a Compost Facility or Recycling Facility.

The bill submitted by the Operator shall include for each month: (1) the tonnage of Yard Waste outbound from the District's Facility as recorded by the District's outbound scales; and (2) attached copies of the disposal tickets or system report delineating each load of Yard Waste received from the District, inclusive of date, time, truck ID and tons or cubic yards of Yard Waste received by the Compost Facility or Recycling Facility.

6.2 Permissible Pass-Through Charges. *Any and all governmental fee increases incurred for disposal of Yard Waste at a Compost Facility or Recycling Facility may be passed on by the Operator. Any and all governmental fee decreases shall be passed on by the Operator. A governmental fee is a fee applied to the disposal or processing of Yard Waste levied by another solid waste district or local, state and federal agency. The Operator shall give the District as much notice as is practicable before adjusting for governmental fee modifications.*

ARTICLE VII - BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** *Upon the material failure of the Operator to comply with the terms or conditions of this Agreement for Yard Waste Management Services, the District may terminate the Agreement for Yard Waste Management Services in the following manner: the District shall provide notice to the Operator, by hand delivery or by certified mail, return receipt requested, of the alleged material failure of the Operator to comply with the Agreement for Yard Waste Management Services. The Operator shall have ten (10) days to provide the District 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 Operator(s) 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 Yard Waste Management Services, the District may terminate this Agreement for Yard Waste Management Services. Any such termination shall not take effect until the District is able to secure alternate or substitute performance of the Yard Waste Management Services. The District may commence the process to obtain an alternate or substitute service provider for the Yard Waste Management Services following the failure of the Operator to cure the alleged material failure to the satisfaction of the District, in the exercise of the reasonable discretion of the District.*
- 7.2 Surety Cover in the Event of a Material Failure.** *In the event of termination, the Operator's surety shall have the right to take over and perform under the Agreement for Yard Waste Management Services. However, if the surety does not commence performance, the District 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 District is unable to provide or obtain cover, the effective termination date may be delayed by the District until the District completes the process of obtaining a substitute service provider of the Yard Waste Management Services. In such event, the Operator shall continue to perform its responsibilities under this Agreement for Yard Waste Management Services until the effective date of termination. Material failure includes, but is not limited to, the Operator's failure to manage, grind, transport and compost or recycle yard waste from the MCSWD's Class IV Facility required by this Agreement for Yard Waste Management Services. Material failure also includes the failure of the Operator to provide the Performance Bond and proof of insurance as required.*
- 7.3 Termination for Change of Control of Operator.** *The award of this Agreement for Yard Waste Management Services is based on the ownership and control of the Operator as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Agreement for Yard Waste Management Services, the Operator shall be merged or sold, the District shall have the right, in its sole discretion, to terminate this Agreement for Yard Waste Management Services upon thirty (30) days written notice of termination to the Operator. In the event of such notice of termination, the Operator shall continue to perform under the terms of this Agreement of Yard Waste Management Services until such time as the District is able to obtain alternate or substitute service.*

7.4 **Force Majeure.** Performance hereunder may be temporarily or permanently suspended where made impracticable due to events beyond the reasonable control of the party required to perform. Such events include, but are not limited to: acts of God; war, insurrection, or acts of terrorism; or the intervening acts of a superior governmental authority. Neither the Board nor the Operator(s) shall be considered in breach of this Agreement for Yard Waste Management Services to the extent that performance of their respective obligations is prevented by an event of force majeure that arises after the Effective Date. The party prevented from carrying out its obligations hereunder shall promptly give notice to the other party of the event of force majeure. If an event of force majeure occurs and its effect continues for a period of 180 days, either the Board or the Operator may give to the other a notice of termination.

If and to the extent that the Operator is prevented from executing the Yard Waste Management Services by the event of force majeure, while the Operator(s) is so prevented the Operator(s) shall be relieved of its obligations to provide the Yard Waste Management Services; but shall, in good faith, endeavor to continue to perform its obligations under the Agreement for Yard Waste Management Services to the extent practicable. If an event of force majeure results in loss or damage to part of the FACILITY, the Operator shall continue operations to the extent practicable.

7.5 **Breach of Agreement; Penalties.** In addition to the remedy of termination for a material breach as referenced in Section 7.1, above, the Operator's failure or refusal to comply with any law, regulation, or term of a contract, may subject the Operator to a penalty for non-compliance. Upon the Operator's failure or refusal to comply with any law, regulation, or term of this Agreement for Yard Waste Management Services, the District shall provide notice to the Operator, by hand delivery or by certified mail, return receipt requested, of the alleged breach by the Operator. The Operator shall have ten (10) days to provide the District with written assurance, which can be substantiated by reasonable proof, that the breach identified in the notice has been corrected. Failure to correct such breach may result in a penalty, not to exceed \$500.00 per day for each day of violation, following provision by the District to the Operator with notice of the breach and a reasonable opportunity to remedy such breach. Such penalty shall be in the sole discretion of the District, and shall be levied by withholding payment as described in Section 6.1.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 **Entire Agreement.** This Agreement for Yard Waste Management Services, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Agreement for Yard Waste Management Services may be modified or amended only by a writing signed by both parties.

- 8.2 **Notices.** Written notice required to be given under this Agreement for Yard Waste Management Services shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Operator, attention _____ (name or title), and to the District attention _____ (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 District or the Operator arising out of a breach of this Agreement for Yard Waste Management Services by the District or the Operator(s) shall be effective unless in writing signed by the District and the Operator.
- 8.4 **Applicable Law.** This Agreement for Yard Waste Management Services shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Medina County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Agreement for YARD WASTE MANAGEMENT Services is in any way unenforceable, such provision shall be deemed stricken from this Agreement for Yard Waste Management Services 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 Agreement for Yard Waste Management Services 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 Operator may not assign this Agreement of Yard Waste Management Services or any of the Operator's rights or obligations without the express written consent of the District, 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 Agreement for Yard Waste Management Services to anyone other than the District and the Operator. All duties and responsibilities undertaken pursuant to this Agreement for Yard Waste Management Services will be for the sole and exclusive benefit of the District and the Operator(s), and not for the benefit of any other party.
- 8.8 **Operation in Accordance with Law.** The Operator agrees it will perform the Yard Waste Management Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs or performance of the Yard Waste Management Services.
- 8.9 **Retention of Agreement.** The Board shall keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.

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

CONTRACTOR

_____, *INC.*
An Ohio corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State of Ohio

County of _____

On this ____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
[SEAL]
My commission expires: _____

Patricia Geissman
Medina County Commissioner

Adam Friedrich
Medina County Commissioner

William Hutson
Medina County Commissioner

Approved as to form:

County Prosecuting Attorney

EXHIBIT 1

Medina County Solid Waste Management District Historical Data

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Jan-17	0.00	01-Jan-17	0.00
02-Jan-17	0.00	02-Jan-17	0.00
03-Jan-17	0.00	03-Jan-17	0.00
04-Jan-17	0.00	04-Jan-17	101.62
05-Jan-17	40.00	05-Jan-17	0.00
06-Jan-17	0.00	06-Jan-17	0.00
07-Jan-17	0.00	07-Jan-17	0.00
08-Jan-17	0.00	08-Jan-17	0.00
09-Jan-17	0.00	09-Jan-17	74.91
10-Jan-17	0.00	10-Jan-17	0.00
11-Jan-17	0.00	11-Jan-17	0.00
12-Jan-17	0.00	12-Jan-17	0.00
13-Jan-17	0.00	13-Jan-17	0.00
14-Jan-17	60.00	14-Jan-17	0.00
15-Jan-17	0.00	15-Jan-17	0.00
16-Jan-17	0.00	16-Jan-17	0.00
17-Jan-17	0.00	17-Jan-17	0.00
18-Jan-17	0.00	18-Jan-17	0.00
19-Jan-17	0.00	19-Jan-17	0.00
20-Jan-17	0.00	20-Jan-17	0.00
21-Jan-17	0.00	21-Jan-17	0.00
22-Jan-17	0.00	22-Jan-17	0.00
23-Jan-17	0.00	23-Jan-17	0.00
24-Jan-17	0.00	24-Jan-17	0.00
25-Jan-17	0.00	25-Jan-17	0.00
26-Jan-17	60.00	26-Jan-17	0.00
27-Jan-17	0.00	27-Jan-17	0.00
28-Jan-17	0.00	28-Jan-17	0.00
29-Jan-17	0.00	29-Jan-17	0.00
30-Jan-17	0.00	30-Jan-17	0.00
31-Jan-17	30.00	31-Jan-17	0.00
January Total	190.00	January Total	176.53

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Feb-17	0.00	01-Feb-17	0.00
02-Feb-17	0.00	02-Feb-17	0.00
03-Feb-17	0.00	03-Feb-17	0.00
04-Feb-17	0.00	04-Feb-17	0.00
05-Feb-17	0.00	05-Feb-17	0.00
06-Feb-17	0.00	06-Feb-17	0.00
07-Feb-17	0.00	07-Feb-17	0.00
08-Feb-17	0.00	08-Feb-17	0.00
09-Feb-17	0.00	09-Feb-17	0.00
10-Feb-17	110.00	10-Feb-17	0.00
11-Feb-17	0.00	11-Feb-17	0.00
12-Feb-17	0.00	12-Feb-17	0.00
13-Feb-17	0.00	13-Feb-17	0.00
14-Feb-17	0.00	14-Feb-17	0.00
15-Feb-17	0.00	15-Feb-17	0.00
16-Feb-17	0.00	16-Feb-17	0.00
17-Feb-17	40.00	17-Feb-17	0.00
18-Feb-17	0.00	18-Feb-17	0.00
19-Feb-17	0.00	19-Feb-17	0.00
20-Feb-17	0.00	20-Feb-17	0.00
21-Feb-17	0.00	21-Feb-17	0.00
22-Feb-17	130.00	22-Feb-17	0.00
23-Feb-17	0.00	23-Feb-17	0.00
24-Feb-17	0.00	24-Feb-17	0.00
25-Feb-17	0.00	25-Feb-17	0.00
26-Feb-17	0.00	26-Feb-17	0.00
27-Feb-17	100.00	27-Feb-17	0.00
28-Feb-17	0.00	28-Feb-17	0.00
29-Feb-17	0.00	29-Feb-17	0.00
February Total	380.00	February Total	0.00

EXHIBIT 1

Medina County Solid Waste Management District Historical Data

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Mar-17	0.00	01-Mar-17	0.00
02-Mar-17	0.00	02-Mar-17	0.00
03-Mar-17	0.00	03-Mar-17	0.00
04-Mar-17	0.00	04-Mar-17	0.00
05-Mar-17	0.00	05-Mar-17	0.00
06-Mar-17	0.00	06-Mar-17	0.00
07-Mar-17	160.00	07-Mar-17	0.00
08-Mar-17	0.00	08-Mar-17	0.00
09-Mar-17	0.00	09-Mar-17	0.00
10-Mar-17	0.00	10-Mar-17	0.00
11-Mar-17	0.00	11-Mar-17	0.00
12-Mar-17	0.00	12-Mar-17	0.00
13-Mar-17	0.00	13-Mar-17	0.00
14-Mar-17	0.00	14-Mar-17	0.00
15-Mar-17	0.00	15-Mar-17	0.00
16-Mar-17	70.00	16-Mar-17	0.00
17-Mar-17	0.00	17-Mar-17	0.00
18-Mar-17	90.00	18-Mar-17	0.00
19-Mar-17	0.00	19-Mar-17	0.00
20-Mar-17	0.00	20-Mar-17	0.00
21-Mar-17	200.00	21-Mar-17	0.00
22-Mar-17	0.00	22-Mar-17	0.00
23-Mar-17	0.00	23-Mar-17	0.00
24-Mar-17	260.00	24-Mar-17	0.00
25-Mar-17	0.00	25-Mar-17	0.00
26-Mar-17	0.00	26-Mar-17	0.00
27-Mar-17	0.00	27-Mar-17	0.00
28-Mar-17	150.00	28-Mar-17	0.00
29-Mar-17	0.00	29-Mar-17	0.00
30-Mar-17	140.00	30-Mar-17	0.00
31-Mar-17	0.00	31-Mar-17	0.00
March Total	1,070.00	March Total	0.00

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Apr-17	0.00	01-Apr-17	0.00
02-Apr-17	0.00	02-Apr-17	0.00
03-Apr-17	80.00	03-Apr-17	0.00
04-Apr-17	0.00	04-Apr-17	0.00
05-Apr-17	100.00	05-Apr-17	0.00
06-Apr-17	0.00	06-Apr-17	0.00
07-Apr-17	0.00	07-Apr-17	0.00
08-Apr-17	90.00	08-Apr-17	0.00
09-Apr-17	0.00	09-Apr-17	0.00
10-Apr-17	0.00	10-Apr-17	0.00
11-Apr-17	180.00	11-Apr-17	0.00
12-Apr-17	0.00	12-Apr-17	0.00
13-Apr-17	0.00	13-Apr-17	0.00
14-Apr-17	150.00	14-Apr-17	48.11
15-Apr-17	0.00	15-Apr-17	0.00
16-Apr-17	0.00	16-Apr-17	0.00
17-Apr-17	325.00	17-Apr-17	0.00
18-Apr-17	0.00	18-Apr-17	0.00
19-Apr-17	230.00	19-Apr-17	58.81
20-Apr-17	0.00	20-Apr-17	27.79
21-Apr-17	140.00	21-Apr-17	155.60
22-Apr-17	0.00	22-Apr-17	26.69
23-Apr-17	0.00	23-Apr-17	0.00
24-Apr-17	150.00	24-Apr-17	155.56
25-Apr-17	0.00	25-Apr-17	27.03
26-Apr-17	150.00	26-Apr-17	0.00
27-Apr-17	0.00	27-Apr-17	0.00
28-Apr-17	180.00	28-Apr-17	52.58
29-Apr-17	0.00	29-Apr-17	26.73
30-Apr-17	0.00	30-Apr-17	0.00
April Total	1,775.00	April Total	578.90

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-May-17	80.00	01-May-17	0.00
02-May-17	0.00	02-May-17	69.60
03-May-17	110.00	03-May-17	24.33
04-May-17	0.00	04-May-17	99.41
05-May-17	100.00	05-May-17	74.32
06-May-17	0.00	06-May-17	0.00
07-May-17	0.00	07-May-17	0.00
08-May-17	120.00	08-May-17	49.50
09-May-17	0.00	09-May-17	0.00
10-May-17	170.00	10-May-17	0.00
11-May-17	0.00	11-May-17	0.00
12-May-17	90.00	12-May-17	0.00
13-May-17	0.00	13-May-17	0.00
14-May-17	0.00	14-May-17	0.00
15-May-17	150.00	15-May-17	0.00
16-May-17	0.00	16-May-17	25.40
17-May-17	160.00	17-May-17	22.70
18-May-17	40.00	18-May-17	16.90
19-May-17	0.00	19-May-17	0.00
20-May-17	0.00	20-May-17	0.00
21-May-17	150.00	21-May-17	0.00
22-May-17	0.00	22-May-17	0.00
23-May-17	160.00	23-May-17	0.00
24-May-17	0.00	24-May-17	0.00
25-May-17	110.00	25-May-17	71.42
26-May-17	0.00	26-May-17	0.00
27-May-17	0.00	27-May-17	0.00
28-May-17	0.00	28-May-17	0.00
29-May-17	120.00	29-May-17	0.00
30-May-17	0.00	30-May-17	76.33
31-May-17	80.00	31-May-17	0.00
May Total	1,640.00	May Total	529.91

EXHIBIT 1

Medina County Solid Waste Management District Historical Data

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Jun-17	80.00	01-Jun-17	0.00
02-Jun-17	0.00	02-Jun-17	0.00
03-Jun-17	170.00	03-Jun-17	0.00
04-Jun-17	0.00	04-Jun-17	0.00
05-Jun-17	0.00	05-Jun-17	25.32
06-Jun-17	160.00	06-Jun-17	80.04
07-Jun-17	0.00	07-Jun-17	0.00
08-Jun-17	150.00	08-Jun-17	31.52
09-Jun-17	0.00	09-Jun-17	0.00
10-Jun-17	140.00	10-Jun-17	0.00
11-Jun-17	0.00	11-Jun-17	0.00
12-Jun-17	0.00	12-Jun-17	0.00
13-Jun-17	180.00	13-Jun-17	0.00
14-Jun-17	0.00	14-Jun-17	25.39
15-Jun-17	150.00	15-Jun-17	29.43
16-Jun-17	0.00	16-Jun-17	0.00
17-Jun-17	140.00	17-Jun-17	0.00
18-Jun-17	0.00	18-Jun-17	0.00
19-Jun-17	0.00	19-Jun-17	0.00
20-Jun-17	160.00	20-Jun-17	0.00
21-Jun-17	0.00	21-Jun-17	0.00
22-Jun-17	140.00	22-Jun-17	0.00
23-Jun-17	0.00	23-Jun-17	0.00
24-Jun-17	120.00	24-Jun-17	0.00
25-Jun-17	0.00	25-Jun-17	0.00
26-Jun-17	0.00	26-Jun-17	0.00
27-Jun-17	180.00	27-Jun-17	0.00
28-Jun-17	0.00	28-Jun-17	23.45
29-Jun-17	130.00	29-Jun-17	0.00
30-Jun-17	20.00	30-Jun-17	0.00
June Total	1,920.00	June Total	215.15

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Jul-17	0.00	01-Jul-17	0.00
02-Jul-17	0.00	02-Jul-17	0.00
03-Jul-17	0.00	03-Jul-17	0.00
04-Jul-17	0.00	04-Jul-17	0.00
05-Jul-17	140.00	05-Jul-17	0.00
06-Jul-17	0.00	06-Jul-17	0.00
07-Jul-17	150.00	07-Jul-17	0.00
08-Jul-17	0.00	08-Jul-17	0.00
09-Jul-17	0.00	09-Jul-17	0.00
10-Jul-17	140.00	10-Jul-17	0.00
11-Jul-17	0.00	11-Jul-17	0.00
12-Jul-17	160.00	12-Jul-17	0.00
13-Jul-17	0.00	13-Jul-17	0.00
14-Jul-17	80.00	14-Jul-17	0.00
15-Jul-17	0.00	15-Jul-17	0.00
16-Jul-17	0.00	16-Jul-17	0.00
17-Jul-17	80.00	17-Jul-17	0.00
18-Jul-17	120.00	18-Jul-17	0.00
19-Jul-17	110.00	19-Jul-17	0.00
20-Jul-17	50.00	20-Jul-17	0.00
21-Jul-17	90.00	21-Jul-17	0.00
22-Jul-17	0.00	22-Jul-17	0.00
23-Jul-17	0.00	23-Jul-17	0.00
24-Jul-17	90.00	24-Jul-17	0.00
25-Jul-17	100.00	25-Jul-17	0.00
26-Jul-17	0.00	26-Jul-17	0.00
27-Jul-17	110.00	27-Jul-17	0.00
28-Jul-17	100.00	28-Jul-17	0.00
29-Jul-17	80.00	29-Jul-17	0.00
30-Jul-17	0.00	30-Jul-17	0.00
31-Jul-17	90.00	31-Jul-17	0.00
July Total	1,690.00	July Total	0.00

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Aug-17	90.00	01-Aug-17	0.00
02-Aug-17	100.00	02-Aug-17	0.00
03-Aug-17	0.00	03-Aug-17	172.20
04-Aug-17	90.00	04-Aug-17	161.48
05-Aug-17	40.00	05-Aug-17	0.00
06-Aug-17	0.00	06-Aug-17	0.00
07-Aug-17	80.00	07-Aug-17	0.00
08-Aug-17	75.00	08-Aug-17	52.05
09-Aug-17	65.00	09-Aug-17	0.00
10-Aug-17	70.00	10-Aug-17	158.33
11-Aug-17	60.00	11-Aug-17	314.04
12-Aug-17	0.00	12-Aug-17	0.00
13-Aug-17	0.00	13-Aug-17	0.00
14-Aug-17	0.00	14-Aug-17	221.60
15-Aug-17	150.00	15-Aug-17	170.31
16-Aug-17	90.00	16-Aug-17	197.33
17-Aug-17	80.00	17-Aug-17	131.15
18-Aug-17	0.00	18-Aug-17	0.00
19-Aug-17	80.00	19-Aug-17	0.00
20-Aug-17	0.00	20-Aug-17	0.00
21-Aug-17	0.00	21-Aug-17	0.00
22-Aug-17	200.00	22-Aug-17	33.88
23-Aug-17	50.00	23-Aug-17	56.79
24-Aug-17	0.00	24-Aug-17	55.82
25-Aug-17	90.00	25-Aug-17	116.33
26-Aug-17	0.00	26-Aug-17	0.00
27-Aug-17	0.00	27-Aug-17	0.00
28-Aug-17	140.00	28-Aug-17	76.76
29-Aug-17	90.00	29-Aug-17	41.78
30-Aug-17	0.00	30-Aug-17	192.83
31-Aug-17	130.00	31-Aug-17	70.81
August Total	1,770.00	August Total	2,223.49

EXHIBIT 1

Medina County Solid Waste Management District Historical Data

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Sep-17	0.00	01-Sep-17	50.71
02-Sep-17	0.00	02-Sep-17	0.00
03-Sep-17	0.00	03-Sep-17	0.00
04-Sep-17	0.00	04-Sep-17	0.00
05-Sep-17	100.00	05-Sep-17	48.90
06-Sep-17	0.00	06-Sep-17	0.00
07-Sep-17	0.00	07-Sep-17	0.00
08-Sep-17	180.00	08-Sep-17	36.87
09-Sep-17	0.00	09-Sep-17	0.00
10-Sep-17	0.00	10-Sep-17	0.00
11-Sep-17	160.00	11-Sep-17	0.00
12-Sep-17	0.00	12-Sep-17	0.00
13-Sep-17	65.00	13-Sep-17	0.00
14-Sep-17	85.00	14-Sep-17	0.00
15-Sep-17	70.00	15-Sep-17	0.00
16-Sep-17	0.00	16-Sep-17	0.00
17-Sep-17	0.00	17-Sep-17	0.00
18-Sep-17	120.00	18-Sep-17	0.00
19-Sep-17	140.00	19-Sep-17	0.00
20-Sep-17	60.00	20-Sep-17	0.00
21-Sep-17	0.00	21-Sep-17	0.00
22-Sep-17	120.00	22-Sep-17	0.00
23-Sep-17	0.00	23-Sep-17	0.00
24-Sep-17	0.00	24-Sep-17	0.00
25-Sep-17	130.00	25-Sep-17	0.00
26-Sep-17	130.00	26-Sep-17	0.00
27-Sep-17	0.00	27-Sep-17	0.00
28-Sep-17	55.00	28-Sep-17	0.00
29-Sep-17	100.00	29-Sep-17	0.00
30-Sep-17	0.00	30-Sep-17	0.00
September Total	1,515.00	September Total	136.48

EXHIBIT 1

Medina County Solid Waste Management District Historical Data

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Oct-17	0.00	01-Oct-17	0.00
02-Oct-17	100.00	02-Oct-17	0.00
03-Oct-17	130.00	03-Oct-17	0.00
04-Oct-17	0.00	04-Oct-17	0.00
05-Oct-17	80.00	05-Oct-17	0.00
06-Oct-17	0.00	06-Oct-17	0.00
07-Oct-17	0.00	07-Oct-17	0.00
08-Oct-17	120.00	08-Oct-17	0.00
09-Oct-17	100.00	09-Oct-17	0.00
10-Oct-17	140.00	10-Oct-17	0.00
11-Oct-17	0.00	11-Oct-17	0.00
12-Oct-17	120.00	12-Oct-17	0.00
13-Oct-17	0.00	13-Oct-17	0.00
14-Oct-17	70.00	14-Oct-17	0.00
15-Oct-17	0.00	15-Oct-17	0.00
16-Oct-17	80.00	16-Oct-17	0.00
17-Oct-17	0.00	17-Oct-17	0.00
18-Oct-17	100.00	18-Oct-17	0.00
19-Oct-17	50.00	19-Oct-17	16.35
20-Oct-17	100.00	20-Oct-17	0.00
21-Oct-17	0.00	21-Oct-17	0.00
22-Oct-17	0.00	22-Oct-17	0.00
23-Oct-17	80.00	23-Oct-17	19.69
24-Oct-17	85.00	24-Oct-17	19.65
25-Oct-17	0.00	25-Oct-17	24.32
26-Oct-17	50.00	26-Oct-17	0.00
27-Oct-17	60.00	27-Oct-17	0.00
28-Oct-17	0.00	28-Oct-17	0.00
29-Oct-17	0.00	29-Oct-17	0.00
30-Oct-17	250.00	30-Oct-17	0.00
31-Oct-17	500.00	31-Oct-17	0.00
October Total	2,215.00	October Total	80.01

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Nov-17	0.00	01-Nov-17	49.89
02-Nov-17	60.00	02-Nov-17	0.00
03-Nov-17	75.00	03-Nov-17	0.00
04-Nov-17	0.00	04-Nov-17	0.00
05-Nov-17	40.00	05-Nov-17	0.00
06-Nov-17	60.00	06-Nov-17	0.00
07-Nov-17	0.00	07-Nov-17	30.14
08-Nov-17	0.00	08-Nov-17	0.00
09-Nov-17	500.00	09-Nov-17	0.00
10-Nov-17	450.00	10-Nov-17	0.00
11-Nov-17	350.00	11-Nov-17	0.00
12-Nov-17	0.00	12-Nov-17	0.00
13-Nov-17	40.00	13-Nov-17	272.75
14-Nov-17	50.00	14-Nov-17	322.75
15-Nov-17	60.00	15-Nov-17	338.87
16-Nov-17	40.00	16-Nov-17	322.93
17-Nov-17	0.00	17-Nov-17	232.56
18-Nov-17	110.00	18-Nov-17	0.00
19-Nov-17	0.00	19-Nov-17	0.00
20-Nov-17	0.00	20-Nov-17	153.62
21-Nov-17	150.00	21-Nov-17	174.58
22-Nov-17	70.00	22-Nov-17	77.88
23-Nov-17	0.00	23-Nov-17	0.00
24-Nov-17	50.00	24-Nov-17	0.00
25-Nov-17	0.00	25-Nov-17	0.00
26-Nov-17	0.00	26-Nov-17	0.00
27-Nov-17	0.00	27-Nov-17	73.65
28-Nov-17	100.00	28-Nov-17	92.28
29-Nov-17	0.00	29-Nov-17	0.00
30-Nov-17	130.00	30-Nov-17	104.23
November Total	2,335.00	November Total	2,246.13

EXHIBIT 1
Medina County Solid Waste Management District
Historical Data

Compost Facility - Log of Operations			
Materials Management			
Day	Yard Waste Pushed Up (yd3)	Date	Loaded Yard Waste (tons)
01-Dec-17	0.00	01-Dec-17	0.00
02-Dec-17	50.00	02-Dec-17	0.00
03-Dec-17	0.00	03-Dec-17	0.00
04-Dec-17	0.00	04-Dec-17	0.00
05-Dec-17	120.00	05-Dec-17	0.00
06-Dec-17	0.00	06-Dec-17	0.00
07-Dec-17	0.00	07-Dec-17	100.90
08-Dec-17	0.00	08-Dec-17	0.00
09-Dec-17	0.00	09-Dec-17	0.00
10-Dec-17	0.00	10-Dec-17	0.00
11-Dec-17	80.00	11-Dec-17	0.00
12-Dec-17		12-Dec-17	0.00
13-Dec-17		13-Dec-17	0.00
14-Dec-17		14-Dec-17	0.00
15-Dec-17		15-Dec-17	0.00
16-Dec-17		16-Dec-17	0.00
17-Dec-17		17-Dec-17	0.00
18-Dec-17		18-Dec-17	0.00
19-Dec-17		19-Dec-17	0.00
20-Dec-17		20-Dec-17	0.00
21-Dec-17		21-Dec-17	0.00
22-Dec-17		22-Dec-17	0.00
23-Dec-17		23-Dec-17	0.00
24-Dec-17		24-Dec-17	0.00
25-Dec-17		25-Dec-17	0.00
26-Dec-17		26-Dec-17	0.00
27-Dec-17		27-Dec-17	0.00
28-Dec-17		28-Dec-17	0.00
29-Dec-17		29-Dec-17	0.00
30-Dec-17		30-Dec-17	0.00
31-Dec-17		31-Dec-17	0.00
December Total	250.00	December Total	100.90

EXHIBIT 1

**Medina County Solid Waste Management District
Historical Data**

Compost Facility - Log of Operations Materials Management			
	Yard Waste Pushed Up (yd3)		Loaded Yard Waste (tons)
2017 GRAND TOTALS (yd3)	16,750.00	2017 GRAND TOTALS (tons)	6,287.50