



Cuyahoga County
SOLID WASTE DISTRICT

INVITATION TO BID

Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting

ISSUED BY

Cuyahoga County Solid Waste District
4750 East 131 Street, Garfield Heights, OH 44105
(216) 443-3749
July 17, 2026

MANDATORY PRE-BID MEETING

Wednesday, July 29, 2026
10:00 AM

BID DUE DATE

Wednesday, August 12, 2026
3:00 PM

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LEGAL NOTICE

The Cuyahoga County Solid Waste District is inviting bids for Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting. The Pumpkins and Gourds collected in the Roll-off Containers shall be delivered to an Ohio EPA permitted/licensed Class II, III, or IV Compost facility for composting. Bid Documents can be obtained from the Cuyahoga County Solid Waste District at (216) 443-3749 or www.CuyahogaRecycles.org .

A mandatory pre-bid meeting will be held in person at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights, OH 44105, on Wednesday, July 29 at 10:00 a.m.

Bids will be received at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights OH 44105 until 3:00 p.m. on Wednesday, August 12. Bids will be opened and read aloud at that time. Bidders must submit one (1) printed original, and one (1) electronic copy of their Bid in one sealed envelope marked "PUMPKIN COMPOSTING BID." Bids will be valid for sixty (60) days after the Bid opening date.

The Bid must contain all Bid Forms and be accompanied by a Bid Bond or Cashier's Check payable to the Cuyahoga County Solid Waste District in the amount of \$1,000 as security that, if the Bid is accepted, a Contract will be entered into in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. The County reserves the right to include additional terms and conditions in the Contract as applicable and the Contract shall be subject to the review of the County Prosecutor as to legal form and correctness. The Bid Bonds will be returned when a Contract has been executed by the Successful Bidder, or when any or all Bids are rejected. The Cuyahoga County Solid Waste District reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: July 17, 2026 and www.cuyahogarecycles.org

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A.** The Cuyahoga County Solid Waste District (the “District”) is issuing this Invitation to Bid for “Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting” (“ITB”) with the intent to contract for services in connection with the District’s annual Pumpkin Collection Program.

The purpose is to expand the District’s Pumpkin Composting Program. One contractor will be awarded the responsibility of providing the rental, placement, removal, and transport of Roll-off Containers of Pumpkins and Gourds to an Ohio EPA permitted/licensed Class II, III, or IV Compost facility for composting.

The term of the Contract will be for two (2) months. The commencement date of the Contract will be October 1, 2026, and the initial term will terminate on November 30, 2026, with specific collection activities occurring from October 30, 2026 through November 10, 2026. The Contract material terms will be essentially in the same form as provided herein and attached hereto as **Form of Contract** subject to review and approval by the County Department of Law for Legal form and correctness.

- B.** A mandatory pre-bid meeting will be held in person at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights, OH 44105 on Wednesday, July 29 @ 10:00 a.m.
- C.** Bidders must possess the necessary experience, knowledge, equipment, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of the Form of Contract in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.
- D.** The District reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. The District will award a singular Contractor. In the event that all Bids are rejected, the District may proceed with another Bid process. Multiple qualification submissions from Bidder for the same service will be considered non-compliant and will be rejected. The District is not liable for any costs incurred by the Bidder in the preparation and presentation of its Bid in response to this request for proposal.
- E.** No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Matthew Walters at mwalters@cuyahogacounty.gov and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve

such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be e-mailed to pre-bid participants.

- F. The capitalized terms used in these Bid Documents are defined in the **Form of Contract Exhibit A: Definitions**.

II. SCOPE OF SERVICES

- A. The successful Bidder shall furnish all labor and equipment including dumpsters necessary to collect, transport, and deliver Pumpkins and Gourds, along with a de minimis amount of corn stalks and hay bales, to an Ohio EPA permitted/licensed Class II, III, or IV Compost Facility for composting. The Bidder will include the rental of twenty (20)-cubic yard open top Roll-off Containers; placement of the Containers at various locations throughout the Cuyahoga County Solid Waste District; Container removal, and delivery of Pumpkins and Gourds to a Ohio EPA permitted/licensed Class II, III, or IV Compost facility for composting.

B. Container Size and Quantity

The Contractor must provide eight (8) twenty (20)-cubic yard open top Roll-off Containers, one for each of the eight locations shown in **Table 1: Container Locations**. Additional twenty (20)-cubic yard open top Roll-off Containers must be available to replace any Roll-off Container removed for emptying. A twenty (20)-cubic yard Roll-off Container must be located at the sites delineated in **Table 1: Container Locations** at all times during the Pumpkin Collection Program. Twenty (20)-cubic yard open top Roll-off Containers with short side-walls are preferred, but ones with taller walls can be utilized as long as the Contractor can secure the Container door in an open position.

C. Container Locations

The following list identifies the eight (8) locations where the Containers are to be placed.

Table 1: Container Locations

Site Name	Site Address	Notes
Brecksville Service Department	9023 Brecksville Rd.	Parking lot in front of Service Department
Independence Elmwood Recreation Center	6200 Wisnieski Pkwy.	Rec. Center parking lot
Lakewood Kauffman Park	15450 Detroit Ave.	Kaufman Park parking lot
Mayfield Village Service Dept.	610 SOM Center Rd.	Service Dept. parking lot in front of park
Shaker Heights	Lot off South Park Blvd.*	41.486563, -81.579590
Solon Community Center	35000 Portz Pkwy.	Back parking lot
Strongsville Youth Sports Park	21255 Lunn Rd.	Parking lot
Westlake Police Dept.	27300 Hilliard Blvd.	Parking lot

* <https://maps.app.goo.gl/6VsJCFaAuANocV1Gs6>

D. Container Services

The Contractor must have the ability to provide Containers and hauling services for the number of sites indicated in **Table 1: Container Locations**. The Contractor must have ample inventory of available twenty (20)-cubic yard Roll-off Containers to ensure the placement of an empty twenty (20)-cubic yard Roll-off Container at any site needing service prior to removing the container at that location in need of service.

E. Scheduling of Service

The emptying and return of Containers shall be on an On Call, or as needed basis. The District shall call in a request for service prior to a container reaching maximum capacity. The servicing of a container shall be completed within twenty-four (24) hours.

F. Equipment Requirements

The Contractor shall provide all necessary equipment and appurtenances to deliver and service the Roll-off Containers. By submitting a Bid, the Contractor acknowledges that he/she has made himself/herself familiar with the conditions in which the Roll-off Containers can be serviced and the equipment that is needed to perform such actions as required in the Scope of Services.

All trucks delivering and removing Containers must be clearly marked with the company name and telephone number. Equipment is to be well maintained, sanitary and in sound mechanical condition, as well as aesthetically sound in appearance. Tarps or other suitable coverings for the twenty (20)-cubic yard Roll-off Containers shall be utilized to secure the load of Pumpkins and Gourds for transport to the Compost facility.

G. Compost Facility

The Contractor must provide information on where the Pumpkin and Gourds will be transported and how the material will be composted. The collected materials cannot be delivered to a landfill, incinerator or any other facility accepting mixed municipal solid waste for disposal.

The Contractor shall be responsible for rejected and Contaminated Loads of Pumpkins and Gourds. The Contractor shall state what the procedure is for a rejected load. The Contractor shall provide any additional charges for this scenario in **Bid Form 7**. The Contractor is responsible for contacting the District immediately pertaining to a Contaminated Load and prior to implementing any procedure pertaining to the management of the Contaminated Load.

The Compost Facility must be staffed and open to receive deliveries from 7:00 a.m. to 4:00 p.m. Monday through Friday, and from 7:00 a.m. to 4:00 p.m. on the Saturday after a week with a Holiday.

H. Record-Keeping and Billing

The Contractor must maintain a record-keeping system to record the cubic yards and tonnage of materials collected and transported from each Container Location. The date, cubic yards and tonnage of each Container serviced shall be delineated on each

invoice and in a final report to the District. The District shall receive a monthly statement and invoice documenting the Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting, and the payment due. An invoice must be received by the District within thirty (30) days following the last day of the month of service. The invoice must be accompanied by documentation of the cubic yards and tonnage of each Container serviced, or weight slips from a certified scale verifying the delivery of the materials to the Composting Facility. The material delivery documentation must also indicate the date of delivery, and the vehicle number. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

No fuel price adjustment or surcharges may be applied during the term of this Agreement.

I. Additional Service Requirements

The Contractor shall work with the District and its site partners in the placement of the Containers, signage and banners to identify each Pumpkin Program Collection Site. All program marketing, signage and communications will be managed by the District. Said marketing, communications, and signage will explain what materials are acceptable.

The Contractor shall provide prompt clean-up of any spills made during the loading of a Roll-off Container at no additional cost to the District. The Contractor shall notify the District immediately, if upon arrival at a site, any item has been placed outside of the designated Roll-off Container. The District shall orchestrate the clean-up of any such items deposited outside of the Roll-off Container.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline and Bid Opening

Bids will be received at the offices of the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights OH 44105 until 3:00 p.m. on August 12. Bids will be opened and read at that time. Bidders must submit one (1) printed original, and one (1) electronic copy of their Bid in one sealed envelope clearly marked "PUMPKIN COMPOSTING BID." Bids will be valid for sixty (60) days after the Bid opening date.

B. Bid Bond

Each Bid shall include a separate Bid Bond or Cashier's Check in the amount of \$1,000 as security that if the Bid is accepted, a Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

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

C. Bid Contents

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

Bid Form 1: Bidder Identification and Statement of Qualifications

Bid Form 2: Compost Facility Information

Bid Form 3: Bidder's Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification – W-9 Form

Bid Form 7: Price Sheet

Bid Bond Enclosure

- D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed, and attached to the Bid when submitted. All names must be typed or printed below the signatures. Electronic signatures are accepted.
- E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the Cuyahoga County Solid Waste District office at any time prior to the Bid opening.

IV. BID EVALUATION, AWARD AND PERFORMANCE BOND

A. Bid Evaluation and Award

The District will review all Bids to determine which represents the lowest and best Bid for Pumpkin Composting. The District will then recommend the Successful Bidder for Pumpkin Composting and forward the recommendation to the District's Board for consideration and action.

The District may conduct any investigation deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and ability of any Bidder. As part of this investigation, the District may tour any Composting Facilities proposed to be used in the performance of the Contract.

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

B. Performance Bond

The Successful Bidder will be required to furnish a Performance Bond as security for the performance of the Contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Law Director in the amount of 50% of the Contract price. Such Performance Bond shall cover the performance of the Contract for the term thereof.

V. BID CONTACT

Matthew Walters, Recycling Programs Coordinator
Cuyahoga County Solid Waste District
Office (216) 698-7595
mwalters@cuyahogacounty.gov

ITB EXHIBIT B: FORM OF CONTRACT

Note: this Form of Contract is provided so that Bidders can review the general contract terms. The District will choose to award one contract for Pumpkin Composting.

THIS AGREEMENT is entered into by and between the Cuyahoga County Solid Waste Management District (the “District”), acting by and through the Board of Directors of the Cuyahoga County Solid Waste Management District (the “Board”), and _____, an Ohio corporation with principal offices located at _____ (the “Contractor”), hereinafter collectively (the “Parties”).

WHEREAS, the Ohio Solid Waste Disposal Act, effective June 24, 1988, mandated that all counties establish a Solid Waste Management District and Solid Waste Management Policy Committee to prepare, adopt and submit to the Ohio Environmental Protection Agency a Solid Waste Management Plan and to update the plan every five years; and

WHEREAS, the Director of the Ohio Environmental Protection Agency approved the Cuyahoga County Solid Waste District’s Initial Solid Waste Management Plan on July 8, 1994; and subsequent Plan Updates on October 6, 2000; November 8, 2006, May 1, 2013, August 23, 2019, and February 18, 2026; and

WHEREAS, the District issued an Invitation to Bid for Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting on July 17, 2026; and

WHEREAS, the District has determined the Contractor has the necessary qualifications, personnel, experience and expertise to provide services for the District based on its response to the Invitation to Bid; and

WHEREAS, the Board pursuant to Resolution 26xxxx-x, has authorized this Agreement.

NOW THEREFORE, in consideration of these premises and of the mutual covenants set forth, the parties agree as follows:

ARTICLE 1: DEFINITIONS

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

ARTICLE II: TERM AND RENEWAL TERMS

This Agreement shall be effective on October 1, 2026, or upon the date last signed below whichever is later and shall terminate on November 30, 2026, with specific collection activities occurring from October 30, 2026 through November 10, 2026.

ARTICLE III: STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this **Section II: Scope of Services** of this Agreement and also set forth in the Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

NOTE: SCOPE OF SERVICES TO BE INSERTED, AS DESCRIBED IN THE ITB.

ARTICLE IV: STATEMENTS, PAYMENTS, AND INVOICES

During the Term, the District agrees to pay the Contractor in the following amounts as set forth in **BID FORM 7**, which includes all direct and indirect costs related to Pumpkin Composting and all Governmental Fees applicable in the State of Ohio.

1. Permissible Pass-Through Fees:

Any and all Governmental Fee *increases* incurred for the Composting of Pumpkins and Gourds at a licensed/permitted Compost Site may be passed on by the Contractor to the District. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the District. A Governmental Fee is a fee applied to the composting of Pumpkin and Gourds levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the District as much notice as is practicable before adjusting for Governmental Fee modifications.

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

The Contractor shall submit a final report to the District containing a record of the total cubic yards and tonnage of materials collected and transported from each Container Location to the Composting Facility during the Term of the Contract. The final report will be due within thirty (30) days of the end of the Contract, along with an invoice for all of the costs associated with the rental, placement, removal, and delivery of Roll-off Containers of Pumpkins for Composting.

3. Billing Service and Payment

An invoice must be received by the District within thirty (30) days following the last day of the month of service. The invoice must be accompanied by documentation of the cubic yards and tonnage of each Container serviced, or weight slips from a certified scale verifying the delivery of the materials to the Composting Facility. The material delivery documentation must also indicate the date of delivery, and the vehicle number. Invoices will be due and payable within thirty (30) days of receipt of the invoice and all required documentation.

The invoice will be sent to the District to the attention of Matthew Walters.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement.

ARTICLE V – PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

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

2. Insurance.

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

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

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

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

3. Workers' Compensation Coverage.

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

ARTICLE VI – INDEMNIFICATION

1. Environmental Indemnity.

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

2. General Indemnity.

The Contractor will indemnify, save, and hold the District, its Board members, employees, agents, officers and consultants (each an “Indemnatee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

3. Indemnity Not Limited.

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

4. No Indemnity by the District.

The Contractor acknowledges that, as a political subdivision of the State of Ohio, the District does not indemnify any person or entity. The Contractor agrees that no provision of this Contract or any

other contract or agreement between the Contractor and the District may be interpreted to obligate the District to indemnify or defend the Contractor or any other party.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance; Dispute Resolution.

The Contractor agrees to immediately report to the District any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill 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 Contractor to fulfill its obligations hereunder, the District will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days, will submit to the District its written response. In the event that the District does not agree that the Contractor's response will provide adequate assurance of future performance to the District, then the District may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the District deems necessary to assure that the services will be available to the District.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the District may terminate the Agreement in the following manner: The District shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the 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 Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the District may terminate this Agreement. Any such termination shall not take effect until the District is able to secure alternate or substitute performance. The District may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the District, in the exercise of the reasonable discretion of the District.

3. Surety or District Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the 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 services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the District's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the District has investigated and determined that the complaints represent failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the District income taxes.

4. Termination for Change of Control of Contractor.

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

5. Force Majeure.

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

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

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

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the District, attention Matthew Walters, Recycling Programs Coordinator, at their respective addresses set forth above. Any change of address must be given in like manner.

(INSERT CONTACT NAMES, ADDRESSES HERE)

3. Waiver

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

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Unenforceable Provision

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

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the

Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the District, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

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

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

[INSERT DISTRICT]

_____ Name	_____ Title
---------------	----------------

_____ Signature	_____ Date
--------------------	---------------

Approved by Cuyahoga County Assistant Prosecutor

_____ Signature	_____ Date
--------------------	---------------

[CONTRACTOR NAME]

_____ Name	_____ Title
---------------	----------------

_____ Signature	_____ Date
--------------------	---------------

CONTRACT EXHIBIT A: DEFINITIONS

“Bid” means a proposal submitted to the District in response to the Invitation to Bid as described herein.

“Bid Attachment” means the supplemental information required by the Contractor to be submitted with the Bid Forms.

“Bid Bond” means a bond issued in the name of the District in the amount of \$1,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and the District.

“Bidder” means a person, partnership, joint venture, or corporation submitting a Bid to the District in response to the Invitation to Bid to provide Pumpkin Composting Services.

“Bid Documents” means the documents prepared and furnished by the District. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms, and all attachments thereto.

“Bid Form” means the forms provided by the District in the Bid Documents on which all Bids must be submitted.

“Compost” and “Composting” as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

“Compost Facility” means any Class IV, Class III or Class II authorized by the Ohio Environmental Protection Agency under OAC 3745-560 and 3745-500-02. It is the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, and process all Pumpkins and Gourds delivered by the Contractor into compost.

“Contamination” means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any materials other than undecorated Pumpkins and Gourds that hinder or prevent the processing of the materials at the Compost Facility.

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

“Contract” and “Form of Contract” means the agreement entered into by and between the Successful Contractor and the District.

“Contractor” means a person, partnership, joint venture, or corporation that will provide the Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting.

“District”, “District Offices” and “Solid Waste District” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“Form of Contract” means the form of the contract to be entered into by the District and the Successful Bidder which contains the general terms and conditions required.

“Gourds” means any of a family of chiefly herbaceous tendril-bearing vines including squash and pumpkin, which are often used for ornamentation.

“Governmental Fees” means all federal, state, and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

“Invitation to Bid” means the request for Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting issued by the Cuyahoga County Solid Waste District.

“Notice of Award” means written notification that a Bid has been accepted by the District.

“Notice to Proceed” means written notice from the District to commence the Contract.

“Performance Bond” means the bond insuring performance of the Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting service to be submitted to the District upon Contract award in substantially the same form as that included in the Bid Documents.

“Pumpkin Program Collection Site” means the locations listed in Table 1: Container Locations where the Contractor shall place Roll-off Containers for the collection of Pumpkins and Gourds.

“Pumpkins” means a large, rounded orange-yellow fruit with tendrils and large lobed leaves that has a thick rind, edible flesh, and many seeds. It is a member of the Gourd family.

“Receiving Facility” means the Compost Facility proposed by a Contractor to receive deliveries of the Pumpkins and Gourds.

“Rental, Placement, Removal, and Delivery of Roll-off containers of Pumpkins for Composting” means all services relating to the receiving, sorting, and processing of all Pumpkins and Gourds delivered by the Contractor to be made into compost.

“Roll-off Containers/Container(s)” means an open-top metal container with a capacity of twenty (20) cubic yards provided by and serviced by the Contractor, by loading the container on a truck and hauling it away to empty the contents. Short-sided containers are preferred but tall-sided are acceptable if they are open on the end to allow access. Closed-top containers are not allowed.

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

“Successful Contractor” means the Company selected by the District to provide Rental, Placement, Removal, and Delivery of Roll-off containers of Pumpkins for Composting.

“Term” means the duration of the Contract.

CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE

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

CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT

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

STATE OF OHIO

COUNTY OF _____ ss:

_____, being duly sworn, deposes and says that he/she is Secretary of the _____, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

Street Address/City/State/Zip Code

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

Name of Corporation

AFFIANT further says that: _____

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

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

Signature

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

Notary Public

My Commission Expires: _____

****To be completed after award of Contract.***

CONTRACT EXHIBIT D: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting 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 Cuyahoga County Solid Waste District ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2026, a copy of which is hereto attached and made a part hereof..

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2026, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

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

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

BID FORMS AND ENCLOSURES

Bid Form 1: Bidder Identification and Statement of Qualifications

Bid Form 2: Receiving Facility / Compost Facility Information

Bid Form 3: Bidder's Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification – W-9 Form

Bid Form 7: Price Sheets

Bid Bond Attach

Historical Program Data For Reference

BID FORM 1

Bidder Identification and Statement of Qualifications

Bidder Identification:

Name of Company Submitting Bid: _____

Street Address: _____

Mailing Address: _____

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

Phone: _____ E-mail: _____

Qualifications Statement: In the space below or on an attached sheet, describe your company's (corporate) qualifications, experience, and capacity to provide the services requested in ITB Section II: Scope of Services.

BID FORM 2

Receiving Facility Information

Identify the facilities that would be used to manage the Pumpkins and Gourds in the performance of contract services.

Receiving Facility / Compost Facility

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

County: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

Facility Type (Class IV, Class III, Class II): _____

Secondary ID (if applicable): _____

Expiration Date (if applicable): _____

Operating Hours: _____

On an attached sheet, provide a description and drawings or photographs of the Receiving/Compost Facility to be used. Include the tipping location(s) and the location of compost areas. Attach a copy of the Receiving Facility/Compost Facility's rules and regulations applicable to all users of the site.

BID FORM 3

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the Cuyahoga County Solid Waste District the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the services requested.
3. Bidder will provide Rental, Placement, Removal, and Delivery of Roll-off Containers of Pumpkins for Composting in compliance with all federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Receiving Facility/Compost Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.

Signature

Printed Name, Title

Date

Customer Service Phone Number

BID FORM 4

Non-Collusion Affidavit

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

STATE OF OHIO

COUNTY OF _____

CONTRACTOR _____, being first duly
(Name)

sworn, deposes and says that he is _____ of
(Sole owner, partners, 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 anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: _____

Subscribe and sworn to before me

this _____ day of _____, 2026

Seal of Notary

Notary Public

BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

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

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.

(OR)

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

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

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

Notary Public

My Commission Expires:

BID FORM 6

Attach Taxpayer Identification W-9 Form

BID FORM 7**Price Sheet**

Site Name	Site Address	Container Placement/ Delivery Fee	Container Rental Cost*	Container Removal/ Pull Fee	Tip Fee at Compost Facility	Tip Fee (Cubic Yards or Tons)
Brecksville Service Department	9023 Brecksville Rd.	\$	\$	\$	\$	
Independence Elmwood Recreation Center	6200 Wisnieski Pkwy.	\$	\$	\$	\$	
Lakewood Kauffman Park	15450 Detroit Ave.	\$	\$	\$	\$	
Mayfield Village Service Dept.	610 SOM Center Rd.	\$	\$	\$	\$	
Shaker Heights	Lot off South Park Blvd.**	\$	\$	\$	\$	
Solon Community Center	35000 Portz Pkwy.	\$	\$	\$	\$	
Strongsville Youth Sports Park	21255 Lunn Rd.	\$	\$	\$	\$	
Westlake Police Department	27300 Hilliard Blvd.	\$	\$	\$	\$	

*Container rental cost will be a one-time cost and for the time covering October 30, 2026 through November 10, 2026.

**41.486563, -81.579590 <https://maps.app.goo.gl/6VsJCFAuANocVIGs6>

Describe your process used to identify, determine, and document excess Contamination that would result in rejecting a load of Pumpkins/Gourds (include another sheet, if needed).	Rejected Load Charge \$ per yd ³ or ton (circle one)
	\$ _____

BID BOND

Enclose a Bid Bond or Cashier's Check in the amount of \$1,000 as security that if the Bid is accepted, a Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. Checks or Cashier Checks are accepted. Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder by the Community upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

HISTORICAL PROGRAM DATA

Historical Pumpkin Collection Program Data				
Year	Site Name	Address	Tons	Bin Size
2023	Cuyahoga County Solid Waste District	4750 East 131st Street	Included below	20yd
	Strongsville Youth Sports Park	21255 Lunn Road	Included below	20yd
	Westlake Police Dept.	27300 Hilliard Blvd.	Included below	20yd
			7.55	
2024	Beachwood Service Garage	23456 Mercantile Road	1.09	40yd
	Brecksville Service Department	9023 Brecksville Road	1.78	40yd
	Independence Elmwood Recreation Center	6200 Wisnieski Parkway	2.36	20yd
	Lakewood Kauffman Park	15450 Detroit Avenue	2.28	20yd
	Mayfield Heights	1533 Chelmsford Road	0.74	40yd
	Mayfield Village Service Dept.	610 SOM Center Road	1.3	40yd
	Seven Hills Calvin Park	2241 Maplevue Drive	0.92	20yd
	Strongsville Youth Sports Park	21255 Lunn Road	2.57	20yd
	Westlake Police Dept.	27300 Hilliard Blvd.	4.21	20yd
	University Heights Library	13866 Cedar Road	1.04	40yd
			18.29	
2025	Strongsville Youth Sports Park	21255 Lunn Road	2.11	20yd
	Independence Elmwood Rec Center	6200 Wisnieski Parkway	2.06	20yd
	Westlake Police Department	27300 Hilliard Blvd.	6.16	12yd
	Shaker Lakes Area	14606 Larchmere	4.18	20yd
	Brecksville Service Department	9023 Brecksville Road	2.16	20yd
	Mayfield Village Service Department	610 SOM Center Road	2.14	20yd
	Lakewood Kauffman Park	15450 Detroit Ave.	6.56	20yd
	Solon Community Center	35000 Portz Pkwy.	1.16	20yd
			26.53	