



Public Works Administration • 1140 Terex Road • Hudson, Ohio 44236 • 330-342-1750

**ADDENDUM NO. 2  
PAGE 1 OF 2**

**CITY OF HUDSON, OHIO  
REQUEST FOR PROPOSAL – RESIDENTIAL REFUSE AND RECYCLING SERVICES**

ADDENDUM NO. 2  
November 30, 2021

Subject: Bid Bond and Performance Bond

The purpose of ADDENDUM NO. 2 is inclusion of both Bid Bond and Performance Bond language relative to the REQUEST FOR PROPOSAL – RESIDENTIAL REFUSE AND RECYCLING SERVICES for the City of Hudson, Ohio.

**Bid Bond:**

For the REQUEST FOR PROPOSAL – RESIDENTIAL REFUSE AND RECYCLING SERVICES for the City of Hudson, Ohio, a flat fee Bid Bond in the amount of \$500.00 will be required via certified or cashier's check, payable to the City of Hudson, Ohio. Certified checks or cashier's checks must be mailed to or hand-delivered to City Hall, 1140 Terex Road, Hudson, Ohio, and received prior to 4:00 PM on Friday, December 3, 2021. The envelope shall be plainly marked with the Project title and state bid security enclosed.

The Bid security submitted with the REQUEST FOR PROPOSAL – RESIDENTIAL REFUSE AND RECYCLING SERVICES will be held as a guaranty that, if the Bid is accepted, a Contract will be entered into. The Bid security will be returned to all unsuccessful Bidders immediately after the Contract is executed, and, if other than a Bid Guaranty and Contract Bond, to the Successful Bidder upon filing the required Performance Bond (Attachment A), with security satisfactory to the City Manager.

**Performance Bond:**

For the REQUEST FOR PROPOSAL – RESIDENTIAL REFUSE AND RECYCLING SERVICES for the City of Hudson, Ohio, a Performance Bond will be required, with the amount required to be dependent upon the service option chosen by the City.

If the **Preferred (Residential Opt-In) Refuse Hauler** option is chosen, a Performance Bond will be required for One Hundred Percent (100%) of one year of the total contract amount. The contract amount will be based on the estimation of a Sixty Percent (60%) participation rate of the Eight Thousand, Two Hundred (8,200) households located within the City of Hudson.



Public Works Administration • 1140 Terex Road • Hudson, Ohio 44236 • 330-342-1750

**ADDENDUM NO. 2**  
**PAGE 2 OF 2**

If the **Preferred and Alternate Hauler** option is chosen, a Performance Bond will be required for One Hundred Percent (100%) of one year of the total contract amount. The contract amount for the **Preferred Hauler** will be based on the estimation of a Sixty Percent (60%) participation rate of the Eight Thousand, Two Hundred (8,200) households located within the City of Hudson. The contract amount for the **Alternate Hauler** will be based on the estimation of a Forty Percent (40%) participation rate of the Eight Thousand, Two Hundred (8,200) households located within the City of Hudson.

If the **Single Hauler** option is chosen, a Performance Bond will be required for One Hundred Percent (100%) of one year of the total contract amount. The contract amount will be based on the estimation of Eight Thousand, Two Hundred (8,200) households located within the City of Hudson.

**END OF ADDENDUM NO. 2**

**Attachment A**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

as

Principal, and \_\_\_\_\_

as Sureties, are hereby held and firmly bound unto the

**CITY OF HUDSON, OHIO**

as Obligee in the penal sum of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly  
and severally Bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal did

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ enter into a Contract with said  
City Manager to construct

**RESIDENTIAL REFUSE AND RECYCLING SERVICES**

which said Contract is made a part of this Bond and the same as though set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done  
and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractor, materialmen  
and laborers, for materials furnished and labor performed in the carrying forward, performing, or completing of said  
Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having  
a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full  
force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder  
shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms  
of the said Contract or in or to the Drawings or Specifications therefore shall in any wise effect the obligations of said  
Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_ Principal  
By \_\_\_\_\_ Surety  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-Mail \_\_\_\_\_

(SEAL)

*IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.*

Agent or Broker:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-Mail \_\_\_\_\_