

CONTRACT

THIS CONTRACT MADE AND ENTERED INTO THIS 28th DAY OF December, 2022 by and between the City of Richmond, Kentucky (hereinafter called the City) and Rumpke of Kentucky, Inc. (hereinafter called the Contractor).

WITNESSETH, that the Contractor and the City for the consideration stated herein agree as follows:

1. Term — This contract shall take effect on March 1, 2023 and remain in full force and effect for three (3) years to February 28, 2026 with an option to renew for a three (3) year and a four (4) year term respectively renewable by the City of Richmond.

11. Scope of Work:

A. Commercial Waste Franchise — The Contractor is granted the sole and exclusive right, with the exception of exclusive rights to the rental of open top temporary/construction dumpsters, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Commercial Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.

111. Rates: The rates for these services shall consist of:

BASE BID (Includes a 5% Franchise Fee paid on gross receipts quarterly and KRS 224.43 Fees)

A. Commercial Hand Cart Service rates

(1) day per week \$17.50 monthly
(2) days per week \$35.00 monthly
(3) days per week \$52.50 monthly
Cost per cart for additional carts: \$4.00
(Price of (1) Cart Rental included in monthly service charge)

B. Large Commercial Container

(Size — 2 cubic yards)

1 day per week \$ 45.00 monthly
2 days per week \$ 80.00 monthly
3 days per week \$115.00 monthly
Every other week \$ 40.00 monthly

On call extra pick-ups \$ 30.00 additional charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size — 4 cubic yards)

1 day per week	\$ 75.00 monthly
2 days per week	\$115.00 monthly
3 days per week	\$175.00 monthly
4 days per week	\$235.00 monthly
5 days per week	\$300.00 monthly
6 days per week	\$375.00 monthly
Every other week	\$60.00 monthly

On call extra pick-ups \$35.00 additional charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size — 6 cubic yards)

1 day per week	\$ 90.00 monthly
2 days per week	\$170.00 monthly
3 days per week	\$245.00 monthly
4 days per week	\$320.00 monthly
5 days per week	\$400.00 monthly
6 days per week	\$500.00 monthly
Every other week	\$70.00 monthly

On call extra pick-ups \$40.00 additional charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size — 8 cubic yards)

1 day per week	\$115.00 monthly
2 days per week	\$215.00 monthly
3 days per week	\$325.00 monthly
4 days per week	\$425.00 monthly
5 days per week	\$525.00 monthly
6 days per week	\$650.00 monthly
Every other week	\$80.00 monthly

On call extra pick-ups \$45.00 additional charge per pick-up

(Container Rental pricing included in monthly service rate)

C. Roll-Off Container — All Services

(Size — 20 cubic yard)

Rate per Haul	\$350.00 (Maximum of 2 tons)
Fee for Deliver	\$75.00
Fee per Ton	\$39.00 (Over maximum tons)

(Size — 30 cubic yard)

Rate per Haul	\$415.00 (Maximum of 4 tons)
Fee for Delivery	\$75.00
Fee per ton	\$39.00 (Over maximum tons)

(Size — 40 cubic yard)

Rate per Haul	\$450.00 (Maximum of 5 tons)
Fee for Delivery	\$75.00
Fee per Ton	\$39.00 (Over maximum tons)

(1) There shall be an annual rate adjustment effective as of March 1 of each year of the Contract calculated at the rate of 5% or the CPI increase, whichever is lower, based on the change in the CPI index for the most recent 12-month period prior to March 1. The CPI index to be used for purposes of the annual rate adjustment shall be that as is compiled by the United States Bureau of Labor Statistics and titled "Consumer Price Index — All Urban Consumers, South Urban, All Items".

(2) There shall be a monthly rate adjustment for each month of the Contract based upon the increase and decrease in the average cost of fuel as compiled and indexed by the United States Department of Energy, Energy Information Administration, such fuel index being the same as is available at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>

IV. Component parts of the Contract Documents —The Contract Documents shall include the following documents all of which are as fully a part of this Contract as if herein set out verbatim or if not attached, as if hereto attached.

- (1) The Request for Bids
- (2) The Instruction to Bidders
- (3) The Contractor's Bid including attached information
- (4) This Instrument
- (5) Contract Specifications
- (6) The Performance Bond
- (7) Certificate of Insurance
- (8) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendments to this contract shall be made, including rate increases, except upon the written consent of the City of Richmond. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Kentucky and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

SOLID WASTE AGREEMENT

On this 28th day of December 2022 the City of Richmond, Kentucky grants an exclusive franchise for Commercial waste collection and disposal services pursuant to the Contract Specifications attached hereto.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at the City of Richmond, Kentucky as of this 28th day of December, 2022.

CITY OF RICHMOND

By: Robert Blythe

Robert Blythe, Mayor

STATE OF KENTUCKY

COUNTY OF MADISON

The foregoing contract was signed and acknowledged before me by Robert Blythe on this the 28 day of December 2022.



Lisa Cassity

Notary Public
Kentucky State at Large

My Commission expires:

2-3-26

RUMPKE OF KENTUCKY,
INC.

By: William J. Rumpke, Jr.

William J. Rumpke, Jr., President

STATE OF OHIO COUNTY OF BUTLER

The foregoing contract was signed and acknowledged before me by William J. Rumpke, Jr. on this the 27th day of September, 2022.



Gina M. Schaefer
Notary Public, State of Ohio
My Commission Expires 1-21-2024

Gina M. Schaefer

Notary Public
Ohio State at Large

My Commission expires: 1/21/24