

CONTRACT

THIS CONTRACT, made and entered into this 28 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 consideration stated herein, agrees as follows:

1. Term. This Contract shall take effect on January 1, 2024 and remain in full force and effect for four (4) years to December 31, 2028. This contract may be extended for continuance based on agreement between the City and Contractor for two (2) three-year terms respectively for a total period often (10) years.

11. Scope of Work. The Contractor is granted the sole and exclusive right 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 refuse collection, removal and disposal services as specified and to perform all the work called for and described in the Contract Documents.

III. Rates. The rates for these services, as taken from the Contractor's Bid, consist of the Contractor providing each customer a maximum of three (3) ninety five-gallon (95-gallon) carts and collecting & disposing of their solid waste weekly. Monthly Fee (1) Cart: \$17.50 Monthly Fee (2) Carts: \$21.50; Monthly Fee (3) Carts: \$25.50. Services will include one (1) large/bulky item pick up with the curbside collection. Additional large/bulky items will be charged directly to the resident at a rate of \$30.00 per large item. (Rates shall include a 5% Franchise Fee paid on gross receipts quarterly and KRS 224.43 Fees)

(1) There shall be an annual rate adjustment of the contract, effective as of January 1 of each year, calculated at a rate not to exceed 5% or the CPI increase, whichever is lower, based on the change in the CPI index for the most recent twelve (12) months prior to January 1. The CPI index to be used for purposes of the annual 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 quarterly rate adjustment for each quarter 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>

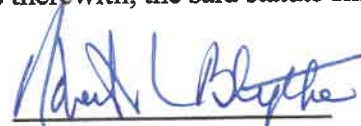
IV. Component Parts of the contract Documents. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set of verbatim, or if not attached, as if hereto attached.

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

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. 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 Commonwealth of Kentucky, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

By:



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.

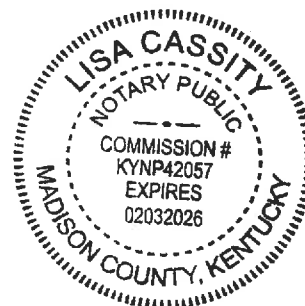


Notary Public

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. Schueler
Notary Public, State of Ohio
My Commission Expires 1-21-2024

Gina M. Schueler
Notary Public
Ohio State at Large

My Commission expires:

1/21/24