

## CONTRACT

THIS CONTRACT, made and entered into on this 4<sup>th</sup> day of April, 2017 by and between the City of St. Regis Park, Kentucky (hereinafter referred to as "City") and Rumpke of Kentucky, Inc., 10795 Hughes Road, Cincinnati, Ohio 45251, a corporation (hereinafter referred to as "Rumpke"), consists of the City's bid specifications, Rumpke's March 2, 2017 bid and this document.

WITNESSETH:

WHEREAS, the City of St. Regis Park, Kentucky is desirous of contracting for the collection of garbage within said City, and

WHEREAS, Rumpke is in the business of the collection of garbage and has the means and facilities to provide such services to said City.

NOW AND THEREFORE, it is agreed as follows:

1. Rumpke shall collect solid waste in the City of St. Regis Park according to the following guidelines:
  - A. Collection location at each residence shall be at the reardoor of the home. Residents will be limited to two 32-gallon cans/bags at the reardoor. All other items, including an unlimited number of cans/bags, shall be picked up at the curbside.
  - B. Collection shall be one (1) time per week at each residence on Tuesday. Rumpke observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a regular scheduled collection day falls on or after a holiday, all collection days for the remainder of that week will be moved back one day.
  - C. Large and/or bulky items placed at the curb will be collected on normal collection days. Extremely heavy or bulky refuse, such as stoves, refrigerators, etc. will be hauled by Rumpke at a price agreed upon between the resident and Rumpke.
  - D. Rumpke will provide a 96-gallon trash cart for solid waste collection at the request of any resident for no additional charge to the City or resident. The trash cart must be placed at curbside for collection and will not be serviced at the reardoor.

E. Grass clippings, brush, trimmings and leaves, placed in PAPER yard waste bags, plastic bags or containers may be placed at the curb to be collected by Rumpke on Tuesday. Service will be provided on a year-round basis. Christmas trees will be collected with no special preparation required (such as cut and tied in bundles).

2. Rumpke collectors are not to climb fences or cut across front or back yards to go from residence to residence. Any damage resulting from Rumpke's operation of personnel or trucks shall be the full responsibility of Rumpke. All collections will be made between the hours of 6:00 AM and 6:00 PM.

3. Rumpke shall continuously maintain insurance policies providing for the following insurance protection through an insurance company authorized to do business within the Commonwealth of Kentucky, and in each case a certificate of insurance describing the coverage of each policy shall be furnished on an annual basis or as may be more frequently requested by the City.

A. WORKMENS COMPENSATION - Workmens Compensation insurance shall be carried by Rumpke for the full statutory amounts required by the City and the Commonwealth of Kentucky. Rumpke shall file "notice of full coverage of all occupational diseases" within the Workmens Compensation Board of Kentucky.

B. GENERAL LIABILITY INSURANCE - Insurance against all risks involved in Rumpke's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$500,000 for property damage in any claim.

C. AUTOMOBILE PUBLIC LIABILITY INSURANCE - Insurance against all risks caused by the maintenance, use and operation of motor vehicles by Rumpke shall be carried with the limits of no less than \$1,000,000 for one or more persons personally injured in any one claim.

4. In addition to the above services, Rumpke shall collect recyclable materials in the City according to the following guidelines:

A. Collection shall be at the curbside of each residence picked up each week on Tuesday. Each residence will be provided with a 65-gallon recycling cart at no charge to hold their commingled recyclables. A second recycling cart will be provided upon request at no additional charge.

- 8. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, action or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract. No fuel surcharge will be charged or paid during the term of this contract or any extension period.
- 9. The term of this contract shall be for two (2) years effective July 1, 2017 and continuing through June 30, 2019. This contract may be renewed for an additional two (2) year period exercisable by the City and at rates as quoted in Rumpke's March 2, 2017 bid proposal.

Each party to this contract may terminate the contract prior to expiration with a ninety (90) day written notice by certified mail.

IN WITNESS WHEREOF, the City of St. Regis Park, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this 4<sup>th</sup> day of April, 2017, effective as of July 1, 2017.

**CITY OF ST. REGIS PARK, KENTUCKY**

Will R. Hupp  
Witness

4/4/2017  
Date

Brandt Davis, Mayor  
Mayor

**RUMPKE OF KENTUCKY, INC.**

Sue Lockaby  
Witness

3/10/17  
Date

William J. Rumpke, Jr.  
William J. Rumpke, Jr., President