

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

<b>Caucus Meeting Date</b>	4/21/2020
<b>Legislative Meeting Date</b>	4/28/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services 

<b>Responsible Staff Person</b>
Ken Smith/Sheila Fields

<b>Specific Nature of Request</b>
An order rejecting all proposals received in response to an RFP issued by the City on November 14, 2019 for operation and management of the City-owned transfer station located at 4397 Boron Avenue

<b>Description of Request Including Background Information if Relevant</b>
On December 17, 2019, Commission authorized staff to issue a request for proposals (RFP) for operations and management of the City's transfer station to begin July 1, 2020. A 7 person committee from the Neighborhood Services, Legal, Finance and Public Works departments reviewed the proposals including in-person presentations from respondents. Staff is recommending that all proposals received in response this RFP be rejected.

<b>Company/Entity (if multiple, list all)</b>
N/A

### SIGNING ORDER


<b>Value/Cost</b>
N/A

1. \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
N/A

2. \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
N/A

3.  \_\_\_\_\_ DATE 4/15/2020

<b>Payment Terms</b>
N/A

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

<b>Caucus Meeting Date</b>	4/21/2020
<b>Legislative Meeting Date</b>	4/28/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services 

<b>Responsible Staff Person</b>
Ken Smith

<b>Specific Nature of Request</b>
An Order declaring City-owned real estate at 4397 Boron Avenue surplus and authorizing the Mayor to sign a term sheet and other appropriate documents for the sale of the property to Rumpke of Kentucky, Inc.

<b>Description of Request Including Background Information if Relevant</b>
Staff is recommending that City-owned real estate at 4397 Boron Avenue (PIDN 056-20-00-066.00) be declared surplus property and sold to Rumpke of Kentucky, Inc. for economic development purposes as provided for in KRS 82.083 through negotiated sale. The City acquired the property over 50 years ago to provide public services including a solid waste transfer station. The site also contains the City's Public Works facilities which are inadequate and in need of significant capital improvements. The sale proceeds would allow the City to relocate and modernize those facilities to provide better and more efficient services.

<b>Company/Entity (if multiple, list all)</b>
Rumpke of Kentucky, Inc.

### SIGNING ORDER

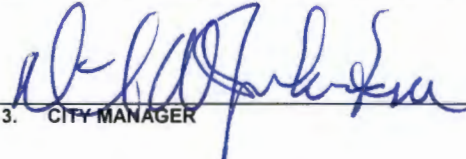
<b>Value/Cost</b>
\$8,000,000

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
N/A

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
Yes

 4/15/2020  
 3. CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>
Per Term Sheet

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

## **Covington Disposition of Real Property Located at 4397 Boron Drive and Transfer Station Operation and Management Term Sheet**

Set forth below is a brief summary of certain terms relating to the disposition of certain real estate by the City of Covington and the operation and management of the existing waste transfer station located at 4397 Boron Drive, Covington Kentucky 41011.

Pursuant to the City's Request for Proposals for Transfer Station Operation and Management dated, December 18, 2019 (as subsequently amended) [the RFP] and Rumpke's January 24, 2020 proposal submitted in response to the RFP, together with subsequent presentations by Rumpke [including February 20, 2020], and initial clarifying negotiations pursuant to K.R.S. 45A.085 [all collectively the Proposal], recognizing the economic development opportunities presented to the City and mutual benefit to the parties presented by the Proposal, the City and Rumpke desire to continue negotiation of one or more contracts incorporating the essential terms of the Proposal as set forth herein subject to final negotiation, including:

1. Rumpke shall take over the operation of the existing transfer station effective July 1, 2020, subject to the vacation by the current operator and issuance or transfer of appropriate permits. The facility will be open to accept delivered waste from urban/suburban, commercial, and industrial users during operational hours not less than, Monday-Friday, 8 a.m. – 4 p.m. and Saturday, 8 a.m. – noon.
2. Rumpke will pay to the City \$1.00 per ton for incoming waste materials from outside of the City limits and make available an additional \$25,000 per year in funding to assist with environmental education/special events at the site
3. The initial commercial user gate rate in the range of \$39.00/ton - \$45.00/ton or \$13.00 /cy to \$15.00/cy. City of Covington residents will benefit from a 35% discount off gate rate for non-commercial residential household waste and bulk items.
4. Purchase of the transfer station and connected property from the City for the sum of \$8,000,000, payable in installments upon the completion of certain defined milestones (including zoning, licensing, permitting, and completion of the improvements described below)
5. Rumpke shall make economic development investments in the property to include:
  - a. A new 16,000 sq. ft. state-of-the-art transfer facility (as more fully described in the Proposal)
  - b. Upgraded/remodeled DPI shop for Rumpke's Northern Kentucky hauling operations

- c. Demolition of the existing transfer station.
  - d. Employment of 50 or more full-time equivalent positions based at the site.
6. Upon completion of the new transfer station, Rumpke shall for a period of 20 years, pay to the City \$1.00\ton for waste from outside of the City limits accepted at the transfer station, provided that the City shall not have imposed any gross revenue tax or fees upon the receipt of waste at the facility.

The parties hereby agree to negotiate in good faith to finalize and enter into one or more agreements consistent with the RFP, the Proposal and the essential terms as set forth herein, to take all reasonable and proper actions to advance such negotiations on a prompt and timely basis, it being the desire and intention of the parties to complete and prepare such agreements for final approval and execution on or before May 15, 2020. The parties further acknowledge the basis for the disposition of the real estate located at 4397 Boron Drive is in accordance with KRS § 82.083(4)(b) due to the above-listed economic development aspects.

City of Covington, Kentucky

Rumpke of Kentucky, Inc.,

\_\_\_\_\_  
 (authorized signature)

\_\_\_\_\_  
 (authorized signature)

\_\_\_\_\_  
 (printed)

\_\_\_\_\_  
 (printed)

\_\_\_\_\_  
 (title)

\_\_\_\_\_  
 (title)

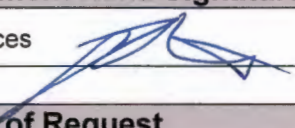
\_\_\_\_\_  
 (date)

\_\_\_\_\_  
 (date)

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

<b>Caucus Meeting Date</b>	4/21/2020
<b>Legislative Meeting Date</b>	4/28/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services 

<b>Responsible Staff Person</b>
Ken Smith/Sheila Fields

<b>Specific Nature of Request</b>
An order authorizing the Mayor to execute a 10 year contract with Rumpke Waste and Recycling for residential and commercial solid waste & recycling collection beginning on July 1, 2020

<b>Description of Request Including Background Information if Relevant</b>
In December of 2019, City Commission authorized staff to issue an RFP for residential and commercial solid waste & recycling collection to begin July 1, 2020. A 7 person committee from the Neighborhood Services, Legal, Finance and Public Works departments reviewed the proposals including in-person presentations from respondents. The committee is recommending that the proposal from Rumpke Waste & Recycling be selected and the attached contract approved. The new agreement provides very limited changes to how services are provided while reducing the overall cost to the City.

<b>Company/Entity (if multiple, list all)</b>
Rumpke Waste and Recycling

<b>Value/Cost</b>
\$2,025,500 per year

<b>Funding Source Including Account No.</b>
Fund 25 (Waste Fund)

<b>Copy of Contract Attached?</b>
Yes

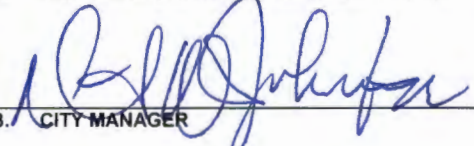
<b>Payment Terms</b>
Monthly

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

### SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3. CITY MANAGER  DATE 4/15/2020

**CONTRACT FOR SOLID COMMERCIAL AND RESIDENTIAL  
SOLID WASTE AND RECYCLING COLLECTION**

This contract (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Covington, (hereinafter referred to as "City") and Rumpke of Kentucky, Inc., (hereinafter referred to as "Contractor,") and consists of the following: the City's Request for Proposals dated \_\_\_\_\_; Rumpke's January 24, 2020 bid and this document.

*Whereas*, the City of Covington, Kentucky issued a Request for Proposals soliciting proposals for solid waste collection, recycling services, and related services within the corporate boundaries of the City of Covington, Kentucky; and

*Whereas*, Rumpke of Kentucky, Inc. submitted a bid proposal, and the City of Covington, Kentucky desires to accept Rumpke of Kentucky, Inc.'s proposal as the most advantageous proposal based upon the evaluation factors set forth in the Request for Proposals and the reciprocal preference for resident bidders required by KRS 45A.494, thereby authorizing a contract with Rumpke of Kentucky, Inc.

**SECTION ONE**

**1. SCOPE OF AGREEMENT**

**1.1.** Rumpke of Kentucky, Inc. ("**Contractor**") shall, for the City of Covington, Kentucky ("**City**"), collect and dispose residential solid waste under the terms set forth in this Agreement (the "Services"),

**1.2.** Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed for collection from each designated collection unit before the arrival of the Contractor.

**1.2.1.** “Solid waste” means all trash or rubbish ordinarily produced by a family at a private residence, including single and multiple family dwellings, and similar general municipal wastes from businesses and industry. Solid waste includes yardwaste and bulk waste.

**1.2.2.** “Residential Unit” means single family or multi-family residence up to four units.

**1.2.3.** “Commercial Unit” means multi-family 5 units and above, business and industrial customers.

**1.2.4.** “Mixed-use” means any parcel together with any building, or other structure located thereupon, which is designed, used, or partially used for residential purposes and partially for commercial purposes. Mixed-use properties meeting certain requirements will be categorized as residential and will be limited to normal residential curbside solid waste and recycling services unless the owner\occupant shall purchase additional services.

**1.3.** The Collection Schedule shall be provided by Contractor and approved by the City and shall provide for the collection of all solid waste material from each residential collection once per week, for all 52 weeks per year.

**1.3.1.** Contractor will collect solid waste in 35, 65, and 95-gallon trash carts provided by the City and additional bags outside of the City’s issued cart if placed inside of a trash can with a lid or (1) one large item per week.

**1.3.2.** The Collection Schedule shall provide separate collection of commingled recyclables from participating residential units once per week.

**1.3.3.** The Collection Schedule shall provide for the subscription collection of recyclable materials from commercial customers.

**1.3.4.** The Collection Schedule shall not provide for the collection of any recyclables or any other solid waste material on either Christmas or New Year's Day, if such days fall on a normally collected day of the week. Make ups for holidays shall be on the next day.

**1.3.5.** The Collection Schedule shall include maps and schedules of collection routes, and keep such information current at all times.

**1.4.** Contractor shall check each collection day with the City Solid Waste Coordinator or designee at the start or conclusion of the route for delays, missed pickups, complaints, etc. Any missed pickups or complaints shall be addressed by Contractor within 24 hours. Contractor will meet with City staff bi-monthly to discuss standard operating procedures, address problems and implement necessary process changes and/or improvements to maintain excellent performance and meet goals. See Exhibit B, Bid Proposal Form submitted by Contractor.

**1.5.** Contractor shall collect all recyclables and other solid waste material between the hours of 7:00 am and 5:00 pm local time by the use of enclosed packer trucks. Such vehicles shall conform to all provisions and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction.

**1.6.** Contractor shall provide for weekly collection of large items, such as water heaters and furniture, from all single family and multi-family residential dwelling units utilizing normal residential-type can service on the regular service date. The cost of this service shall be included in the per unit rate established. All mattresses and upholstered



furniture must be wrapped and sealed in plastic prior to collection. See Exhibit B, Bid Proposal Form submitted by Contractor.

**1.7.** Contractor shall remove all recyclable material and other trash from the containers in which it is placed for collection in such a manner that no portion is left in the container or lying on the ground.

**1.8.** Contractor shall be responsible for the timely clean-up of any leaks from a collection truck, upon notification by the City or public at large.

**1.9.** Contractor shall continue to supply a City authorized 95-gallon wheeled cart to each residential unit. Customers may opt for a smaller, 65-gallon or 35-gallon trash cart.

**1.9.1.** Contractor shall pick up trash or bulk items that are not contained in the supplied trash cart, as long as they meet the required size and weight restrictions established by the City in its Solid Waste and Recycling Guidelines, which details no more than three bags of trash placed in a container with a lid or a properly prepared large item. Contractor shall identify noncompliance at the curb by tagging and photographing the item(s). Contractor will report noncompliance issues to City staff within 24 hours. Contractor shall provide service and collection of reported abandoned and/or contaminated trash and recycling carts within 48 hours.

**1.10.** Contractor shall provide each residential unit that requests with a City authorized 65-gallon recycling cart for individual use. This cart is included in the Residential Service Rate. Customers may request a larger 95-gallon or smaller 35-gallon recycling cart. 18 gallon bins are available upon customer request. Contractor will be responsible for handling customer size switch outs. Contractor will provide City issued carts and will

conduct an annual audit. Contractor will deliver carts to a designated location to process and place back into inventory.

**1.11.** Recyclables are defined as glass, aluminum, metal and bi-metal cans, jars, bottles, or plastic bottles and jugs; newsprint; white paper; corrugated cardboard; phone books; and magazines.

**1.12.** Contractor shall make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is rejected by a recycler, Contractor may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a quarterly report issued to the City denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

**1.13.** Contractor shall provide written notice to each residential customer via U.S. mail within 30 days of the effective date of the Agreement explaining the Contractor's recycling procedures (what is accepted, etc.), along with Contractor's telephone and email contact information.

**1.14.** Contractor shall provide, at no cost to the City, solid waste and recycling services at the City Facilities identified on Exhibit \_\_\_\_. New or additional facilities will be billed at rates set forth on Exhibit A for the services requested.

**1.15.** Beginning no earlier than 5:00 a.m. daily, Contractor shall provide solid waste and recycling collection services for designated City street and Park trash and recycling receptacles adhering to established routes and schedules to the extent practicable, at least weekly. These services shall be billed to the City at the fees stated in this Agreement. See

Contractor's Rate Sheet, attached as Exhibit A. Contractor will coordinate with City staff as required to maintain the accuracy of the City Can Directory, routing and the interactive map.

**1.16.** In addition to the weekly collection referenced in paragraph 1.6 herein, Contractor shall provide, four (4) residential bulk item collection events, which may include tire collection, per calendar year, these services shall be billed to the City at the fees stated in this Agreement. See Contractor's Rate Sheet, attached as Exhibit A.

**1.17.** Contractor shall make dumpsters available to businesses and multi-family apartment complexes of 5 or more units at the option of the business or apartment complex. Businesses and apartment complexes shall be billed at the commercial rates specified in Contractor's Bid Proposal Form, attached as Exhibit A. Contractor shall bill any such costs directly to the business or apartment complex on a monthly basis. Contractor will work with City staff as necessary to set up customer accounts for shared waste stations. Contractor will coordinate with City staff for reasonable servicing accommodations to commercial accounts such as hotels, elder care facilities, those in high traffic, or congested areas, those in primarily residential areas, etc. Contractor will report to City staff non-compliance issues existing at commercial collection stops.

**1.18.** Contractor shall contract separately with businesses currently receiving business curbside pickup and all future businesses desiring curbside pickup. All such contracts shall not extend beyond the term of this Agreement.

**1.19.** Contractor shall provide the services contained in the Agreement at the same rates for any declared natural disaster or state of emergency. If additional dumpsters, pickups, or services are required, these services shall be billed to the City at the fees stated in this Agreement subject to availability.

**1.20.** Contractor shall, at no charge, provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various City-sponsored community/recreational events. The City may request a quantity of disposable boxes, not to exceed 100, for each fiscal year of the Agreement period. Additional boxes can be purchased for \$6.50 per box and \$.30 per liner. Contractor will work with City staff and special event organizers through the City's special event permit process to ensure trash and recycling equipment is sufficient in number and size.

**1.21.** Contractor shall bear full responsibility and cost for producing and distributing, to each residential customer, within 30 days information regarding schedules, routes, service complaints, special pickups and services, and recyclable requirements. Additional copies of this material shall be provided to the City to be kept at the City building for distribution to new residents and placement on social media outlets. Contractor shall be responsible for promptly notifying the City if circumstances such as weather, etc. may affect regularly scheduled collection times or days. This may be done by local news broadcast, electronically (website, email alert systems), telephonically, or via verbal/written notice.

**1.22.** Rumpke will provide a \$25,000 marketing fund per year for the life of the contract to assist the Solid Waste Coordinator and Rumpke's communication staff in their efforts to effectively promote Covington's waste and recycling program.

## **SECTION TWO**

### **2. TERM OF AGREEMENT AND COMPENSATION**

**2.1.** The term of this Agreement shall be for Ten (10) years beginning July 1, 2020 and ending on June 30, 2030.

2.2. This Agreement may be renewed for five (5) additional singular years for the period July 1, 2030 through June 30, 2035 at the City's sole discretion for the contract period not to exceed fifteen years.

2.3. Rates for all services shall be consistent with the Contractor's Bid Proposal Form, attached as Exhibit B.

2.4. Contractor shall invoice the City each month during the term of the Agreement, for all residential customers up to four units at the rates specified in Contractor's Bid Proposal Form, attached as Exhibit B. Contractor shall bill commercial accounts directly. Contractor shall provide a reconciliation report organized by parcel to City's Finance Department prior to annual residential billing.

2.5. The City will negotiate with Contractor in the event that an unanticipated increase in base costs occurs during the course of the Agreement as a result of the imposition of new or increased governmental regulations not in effect at the time of the Agreement. In the event that the parties are unable to agree to such an adjustment in base price, either may terminate this Agreement on 90 days' written notice.

### **SECTION THREE**

#### **3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

3.1. Contractor, at its sole cost, shall obtain all licenses and permits as required by either state, federal, or city laws or regulations before commencing any work under this Agreement, including, but not limited to, an Occupational License to do business in the City of Covington.

3.2. The rights of the parties herein and the duties set forth herein inure only to the benefit of and are binding upon only the parties to this Agreement, Contractor and the

City. This is an independent contractor relationship and the parties are not engaged in a joint venture. Neither this Agreement nor any provisions hereof shall be deemed or construed to create any rights in any third-party beneficiary, intended or unintended. Nor does this Agreement confer upon any third-party any benefit, right, claim, or cause of action by reason of the performance or non-performance of either of the parties to this Agreement.

**3.3.** Neither party to this Agreement waives any claims or defenses accorded to them under the doctrines of absolute immunity, governmental immunity, statutory immunity, or any other immunity from claims of third parties under state or federal law.

**3.4.** Neither party may assign or transfer any rights, duties, or claims arising under this Agreement without first securing the written permission of the other party.

**3.5.** Any and all amendments to this Agreement shall be in writing, executed by both parties, and appended to this Agreement as an amendment.

**3.6.** Attached hereto, and incorporated by reference as if fully set forth herein, is the following Exhibit, which is expressly made part of this Agreement. However, to the extent the terms of this Agreement conflict with the terms of Exhibit B, this Agreement shall control.

Exhibit B: Bid Proposal Form submitted by Contractor.

**3.7.** This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of

any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

**3.8.** All notices pursuant to this Agreement shall be sent via U.S. mail to the following addresses:

For City: **City Manager  
City of Covington  
20 W. Pike Street  
Covington, KY 41011**

**With a copy to:  
Office of the City Solicitor  
City of Covington  
20 W. Pike Street  
Covington, KY 41011**

For Contractor: **William J. Rumpke, Jr., President  
3990 Generation Drive  
Cincinnati, OH 45251**

**3.9.** This Agreement shall be construed according to the laws of the Commonwealth of Kentucky, and venue to enforce any term or provision in this Agreement shall lie in the Kenton Circuit Court.

**3.10.** This Agreement is severable. To the extent that any provision or term is determined by a court of law to be unenforceable or otherwise invalid, then said provision(s) or term(s) shall be severed from the Agreement and all remaining terms, provisions, and conditions shall remain in full force and effect.

**3.11.** Either party may terminate this Agreement upon the occurrence (i) of a material breach by the other party or (ii) by mutual agreement executed in writing by both parties. In the event of a termination of the Agreement, the party seeking termination of the

Agreement shall provide sixty (60) days' written notice of the termination, citing reasons for termination, unless the parties, by mutual agreement, waive the notice requirements, at which point the termination will become effective immediately. A party's failure to perform any of its duties or obligations as set forth in this Agreement shall constitute a material breach of this Agreement. In the event legal action is taken by either party to enforce the terms of this Agreement, each party shall bear its own costs and attorney fees.

#### **SECTION FOUR**

#### **4. INSURANCE REQUIREMENTS AND INDEMNIFICATION**

**4.1.** Contractor shall at all times during the duration of the Agreement maintain Workers' Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provided by insurance providers acceptable to the City having a Best Rating of not less than "A-" (or equivalent rating) and in amounts acceptable to the City as outlined below. The City shall be named as an listed as additional insured on General Liablit5y and Auto policies required in this section, through a blanket additional insured endorsement. The City shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers Compensation	In accordance with state law



**4.2** Contractor shall agree to indemnify, defend, and hold harmless the City, its agents, elected officials, representative, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or nature, including attorneys' fees arising from the execution of Contractor's work performance or failure to perform under the terms of this Agreement, except for those claims which arise from the sole negligence or willful misconduct of the City.

## **SECTION FIVE**

### **5. PERFORMANCE STANDARDS**

**5.1.** The City enters into this Agreement with Contractor conditioned upon Contractor abiding by the following performance standards.

**5.2.** Collection of residential and commercial solid waste and recycling materials by Contractor shall be both exclusive and mandatory in all areas of the City served by Contractor. This agreement shall not include, or apply to, temporary roll-off containers or dumpster placed for construction, remodeling, or other projects throughout the City.

**5.3.** Contractor shall furnish, at Contractor's sole cost and expense, adequate vehicles for the hauling of the City's solid waste and shall keep said vehicles clean, sanitary, and in good running order.

**5.3.1.** Each vehicle shall meet state, county, and local motor vehicle safety and health and sanitation regulations and shall be operated at all times by licensed operators.

**5.3.2.** Contractor shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential and commercial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage refuse and other waste within the area to be served and Contractor shall keep and maintain all equipment in good working order so as to minimize interruption or delay in pick up schedules resulting from equipment breakdown. If there is any doubt by Contractor whether the equipment is satisfactory, the equipment shall be removed from service for repairs.

**5.3.3.** Collection vehicles shall be painted and numbered and shall have Contractor's name and number of the vehicle painted in letters of a contrasting color at least five inches (5") high on each side of each vehicle and the number painted on the rear of the vehicle. No advertising shall be permitted other than the name of the Contractor.

**5.3.4.** If lubricating or hydraulic fluids or any fluids from the vehicles or equipment are noticed to be leaking during operations, the operation shall cease until such conditions are corrected.

**5.3.5.** Contractor's vehicles and equipment shall meet all FHWA, OSHA, and other applicable requirements, including backup warning devices, cameras, and other commonly accepted/required safety features.

**5.4.** Contractor shall leave all alleys, streets, paths and sidewalks in clean, sanitary condition, and shall not permit any material to be dropped from collection vehicles in or upon any public ways of the City. Contractor's employees shall clean up any solid waste

materials that fall to the ground during collection. If given notice of refuse or waste left on private property or streets by the City, Contractor shall remove said refuse or waste within twenty-four (24) hours.

**5.5.** Waste or refuse left purposely by Contractor shall be tagged to indicate why it was not picked up and shall not be considered a missed collection. Reasons for not collecting materials may include hazardous materials, materials too large for collection, or weight of the refuse. Contractor shall report each incident to City staff.

**5.6.** Contractor shall follow all City traffic safety procedures, adhere to posted speed limits and exercise extreme care while operating around schools and other congested areas.

**5.7.** Disposal of all waste materials shall be performed through the use of licensed vehicles and operators and is to be disposed of only in licensed Commonwealth of Kentucky landfills during the course of this Agreement.

**5.8.** All waste and recycle carts shall be industrial grade, wheeled containers. Each cart must have a permanently attached lid and be designed to easily fit through gates and doors. A trash or recycle cart that experiences three or more failure (i.e. lids, wheels, etc.) within an eighteen (18) month period shall be replaced with a new cart by Contractor.

**5.9.** Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. At all times, Contractor and its employees shall be courteous and shall not use profane language, nor be loud or boisterous, and shall follow the regular walkway for pedestrians while on private property and while returning to the street or alley after delivering the recycling bins and empty cans .

**5.10.** All Contractor employees shall be skilled in the performance of the work, wear uniforms that clearly identify the person as an employee of Contractor and be neat and clean in appearance.

**5.11.** All collections shall be curbside of the residence and collections shall be made directly from the City issued carts or similarly approved designated receptacles. Contractor's employees shall return garbage, rubbish and refuse containers, dumpsters and recycling containers to approximately the location where they were found.

**5.12.** Contractor and City staff will review options for City staff to have access to read only customer account information.

**5.13.** Contractor shall provide to City staff daily access to Covington customer service staff to assist with customer complaints to resolve by the end of the next service day.

**5.14.** Contractor shall ensure City staff has access to the Municipal Sales Representative.

**5.15.** Contractor shall provide carry out service for customers that require special assistance to get trash and recycling out to the curb. See Contractor's Bid Proposal Form, attached as Exhibit B.

**5.16.** Contractor will coordinate with City staff to plan an audit schedule, due dates for reports, and exploration of technology to assist with tracking trash and recycling carts. See Contractor's Bid Proposal Form, attached as Exhibit B.

**5.17.** Contractor and City will work collaboratively to finalize operational aspects of solid waste and recycling delivery and will document such operational aspects through appropriate addenda to this agreement.

## **SECTION SIX**

## **6. GENERAL TERMS AND CONDITIONS**

6.1. Contractor shall perform the Services in accordance with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances.

6.2. **By signing this Agreement Contractor affirms that Contractor is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which are incorporated by reference into this Agreement, and Contractor agrees not to violate these provisions.**

6.3. Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a "Force Majeure"), including without limitation, a public health emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances. The City may terminate this Agreement in the event of a Force Majeure.

6.4. Contractor represents that it has revealed any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the within the previous five (5) years, and further covenants that it shall be in continuous compliance with the provisions of KRS

Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Agreement.

**6.5.** Unless exempted by KRS 45.590, during the performance of the Agreement the Contractor agrees as follows:

**6.5.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

**6.5.2.** The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

**6.5.3.** The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

**6.5.4.** The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section.

## **SECTION SEVEN**

**7. PENALTIES**

**7.1.** The City reserves the right to cancel this Agreement upon failure of Contractor to perform those services in accordance with this Agreement and bid specifications. The City shall provide written notice of Agreement violations, and the City shall give sixty (60) days' written notice of cancellation, citing the reasons for termination based on the failure to provide services stated in the Agreement.

**IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES:**

\_\_\_\_\_  
Joseph Meyer, Mayor  
City of Covington, Kentucky

\_\_\_\_\_  
Date

**Witnessed by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Rumpke of Kentucky, Inc.  
By: William J. Rumpke, Jr.  
Its: President

---

Date

**Witnessed by:**

---

Signature

---

Date