

## PROFESSIONAL SERVICES CONTRACT

**THIS AGREEMENT** is made by and between the City of Cincinnati, Ohio, an Ohio municipal corporation with offices located at 801 Plum Street, Cincinnati, OH 45202 (hereinafter referred to as "City" and Rumpke Sanitary Landfill, Inc., an Ohio corporation with a principal office located at 10795 Hughes Road, Cincinnati, Ohio 45251 (hereinafter referred to as "Rumpke").

**WHEREAS**, the City of Cincinnati has the need for Solid Waste Disposal Services; and

**WHEREAS**, Rumpke submitted a proposal in response to the City's 2018 Request for Proposals for those services; and

**WHEREAS**, the proposal submitted by Rumpke was determined by the City to be the most advantageous to the City;

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

### 1. DEFINITIONS

- A. Disposal:** "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking, emitting, or placing of any waste material into or on any land, except if the disposition or placement constitutes temporary storage or treatment.
- B. Disposal Rates:** "Disposal Rates" means the unit prices for the disposal of Waste Materials which the City of Cincinnati will pay pursuant to the terms and conditions of this Agreement.
- C. Hazardous Waste:** "Hazardous Waste" shall be as defined in Ohio Revised Code § 3734.01 (J), as well as applicable OEPA regulations.
- D. Landfill:** "Landfill" means Rumpke Sanitary Landfill/Rumpke Class IV NPK Compost Facility at 10795 Hughes Road, Cincinnati, Ohio 45251.
- E. Scrap Tires:** "Scrap Tires" shall be as defined in Ohio Revised Code § 3734.01 (Z), as well as applicable OEPA regulations.
- F. Solid Waste:** "Solid Waste" shall be as defined in Ohio Revised Code § 3734.01(E), as well as applicable OEPA regulations.
- G. Special Wastes:** "Special Wastes" means the nonhazardous waste requiring handling other than that normally used for municipal solid waste, such as contaminated soils,

sludges, municipal wastewater treatment waste, empty containers, or other material.

- H. Taxes, Surcharges, or Fees:** "Taxes, Surcharges, or Fees" means taxes, surcharges, or fees which are imposed by federal, state, or local governments on the disposal of Waste Materials, on either a per ton or per cubic yard basis. Such taxes, surcharges, or fees shall include those currently in effect or as may be imposed in the future. Such taxes do not include income or earning taxes, real estate taxes, personal property taxes, or intangible taxes, and such taxes are specifically excluded. Fines, penalties, or settlements in lieu of fines or penalties are specifically excluded.
- I. Ton:** "Ton" means the actual, measured weight of Solid Waste and Special Wastes delivered to the Landfill by or for the City of Cincinnati. Such wastes shall be weighed at the scales located at the Landfill. In the event such scales are temporarily inoperable, a substitute weighing facility acceptable to both parties may be used or a temporary method acceptable to both parties of estimating the weight of such wastes may be used, based upon converting the rated volume capacity of the incoming vehicles to tons. For purposes of a temporary estimation calculation, the estimated weight shall be based upon the maximum average load customarily carried by each vehicle less the actual unloaded weight of the vehicles based upon previous weights of the vehicle on the scales of the Landfill. In the event that a City vehicle has no previous weight history, the estimated weight shall be based upon the maximum average load customarily carried by vehicles of the same type as such vehicle less the actual unloaded weight of vehicles of the same type.
- J. Waste Materials:** "Waste Materials" means Solid Waste, Special Wastes, Construction and Demolition Debris, and Scrap Tires.

## **2. SOLID WASTE SERVICES**

### **A. Scope of Services**

Rumpke shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement in connection with the purpose of the project as outlined by the Department of Public Services in its Request for Proposals. Rumpke shall perform the services as detailed in Exhibit A attached hereto and made a part hereof.

### **B. Landfill/Tipping Site Operating hours/Delivery times**

The City of Cincinnati requires transfer station operating hours to accommodate the following collection operations:

1. Routine collection activity, Monday through Saturday, between the hours of approximately 6:00 a.m. and 6:00 p.m.
2. Sunday and holiday deliveries will be rare, caused by unusual conditions and situations, including severe weather.
3. In the event of an emergency or special circumstance requiring Waste Disposal services, including severe weather, Rumpke shall accept delivery of such Waste Materials at times other than stated above.

### 3. TERM

The services of Rumpke are to commence on March 1, 2019 and shall be completed by February 28, 2023. By mutual consent of the City and Rumpke, this Agreement may be renewed for three additional twelve-month periods ending February 28, 2026. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. Such notice shall be transmitted by registered or certified mail.

### 4. COMPENSATION AND METHOD OF PAYMENT

- a. **Compensation.** The City shall pay Rumpke for the services rendered under this Agreement in accordance with the fee schedules contained in EXHIBIT A.
- b. **Method of Payment.** Any payments from the City specified in this Agreement, including any periodic installment payments, will be contingent upon performance of contractual obligations to date and the submission by Rumpke of an original, detailed invoice on company letterhead specifying that the required services have been performed and accompanied by receipts, invoices, reports, statements, or any other supporting information as required by the City to document entitlement to payment. Failure to satisfactorily meet any one of the Agreement obligations by Rumpke may result in the City not approving periodic payments to Rumpke and/or filing liens as may be necessary against Rumpke's assets or future assets, until Rumpke satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments.
- c. **Prompt Payment System.** This Agreement is subject to and Rumpke shall comply with the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

### 5. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

- a. **Subcontracts.** Rumpke agrees that none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- b. **Use of Debarred Subcontractors Prohibited.** The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Rumpke's responsibility to verify that each subcontractor (sub-consultant) it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal,

affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

- c. **Assignment.** Rumpke shall not assign or transfer Rumpke's interest in this Agreement without the prior written consent of the City.

## 6. COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

- a. **Generally.** Rumpke in the performance of services under this Agreement shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati.
- b. **Equal Employment Opportunity Program.** This Agreement is subject to the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.
- c. **Small Business Enterprise and Local Business Enterprise Programs.**
  - i. This Agreement is subject to the provisions of the Small Business Enterprise and Local Business Enterprise Programs contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement.
  - ii. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144.
  - iii. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises (SBEs), which include SBEs owned by minorities and women. If Rumpke is authorized by the City to subcontract any work under this Agreement, Rumpke will utilize its best efforts to meet those goals by subcontracting with SBEs certified by the City who will be performing a commercially useful function under this Agreement.
  - iv. A list of certified firms may be obtained from searching the City's Certified Directory, a link to which is included on the Department of Economic Inclusion's webpage (<http://www.cincinnati-oh.gov/inclusion/>). Rumpke may refer firms interested in consideration for certification eligibility to the on-line application at: (<https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XID=7672>).
  - v. Rumpke shall utilize best efforts, as defined in the Rules and Regulations adopted under Chapter 323, to recruit and maximize the participation of all qualified segments of the business community in supplies and subcontracting work, including the utilization of small, small local, emerging local, minority, and women business enterprises.
  - vi. If Rumpke hires or engages another party who then subcontracts work under this Agreement, Rumpke agrees to include in its contract with such party a requirement

that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 323 when advertising and awarding such subcontracts.

**d. Subcontracting Reporting**

- i. Prior to commencement of its duties under this Agreement, Rumpke shall provide to the City, through the Department of Economic Inclusion, a report listing all of the contractors and subcontractors for the project, including information as to owners, dollar value of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15<sup>th</sup>.
- ii. Rumpke shall enter all reports required in this subsection at the City's online reporting site, generally referred to as VCCS, or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Rumpke shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- iii. Rumpke must periodically document its best efforts and affirmative steps to meet the participation goals set forth in this Agreement, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute Rumpke pursuant to Section 2921.12, Ohio Revised Code.
- iv. If Rumpke does not purchase supplies or enter into subcontracts for the performance of services or construction of improvements under the contract, the subcontracting reporting requirements of this section do not apply.

**e. Living Wage Provisions**

- i. This Agreement is subject to the Living Wage provisions of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts with the City shall pay a minimum wage to employees (as defined) of \$15.52 per hour for full-time employees (as defined), \$12.13 per hour for part-time or seasonal employees (as defined) provided with health benefits (as defined) by their employer, or \$13.68 per hour for part-time or seasonal employees (as defined) who are not provided health insurance (as defined) by their employer. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.
- ii. The requirements of this provision apply to Rumpke as well as any subcontractors performing services under this Agreement. Language indicating the subcontractors' agreement to comply with this provision shall be included in the contracts between Rumpke and its subcontractors. A copy of such subcontracts or other such agreements shall be submitted to the City.
- iii. Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

**f. Wage Enforcement.** This Agreement is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person

who has an agreement with the City or with a contractor or subcontractor of a person who has an agreement with the City shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions of Chapter 326, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

- g. SuperJobs Center Employment Postings Per Ordinance No. 238-2010.** If this Agreement is for the provision of construction services, this Agreement is subject to the SuperJobs Center Employment Postings requirement established in Ordinance 238-2010 as follows: To the extent allowable by law, Rumpke shall use its best effort to post available employment opportunities within Rumpke's organization or the organization of any subcontractor working with Rumpke with the SuperJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Business Services Unit Manager at 513-458-6599.

## **7. CERTIFICATION AS TO NON-DEBARMENT**

Rumpke certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Rumpke acknowledges and agrees that if he or it or its principals is/are presently debarred then he/it shall not be entitled to compensation under this Agreement and that he/it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

## **8. RUMPKE'S INSURANCE AND INDEMNIFICATION**

- a. Workers' Compensation.** Rumpke shall secure and maintain such insurance as will protect Rumpke from claims under the Workers' Compensation Laws.
- b. General Liability Insurance.** Rumpke shall secure and maintain such general liability insurance as will protect Rumpke from claims for bodily injury, death, or property damage which may arise from the performance of Rumpke's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City. Rumpke shall notify the City in writing at least 90 days prior to Rumpke's cancellation of any insurance policy. Rumpke shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.
- c. Indemnification of the City.** Rumpke shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind

and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Rumpke including by Rumpke's employees and agents in the performance of this Agreement.

## 9. TERMINATION; NON-PERFORMANCE

- a. **Termination by the City.** The City may terminate this Agreement at any time for any reason upon seven days' written notice to Rumpke. In the event of termination of this Agreement, Rumpke shall be paid Rumpke's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit A attached hereto.
- b. **Termination for Non-Performance**
  - i. If through any cause, Rumpke shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Rumpke shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to Rumpke specifying the effective date of the termination, at least five (5) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports, and/or information prepared by Rumpke under this Agreement shall, at the option of the City, become the City's property.
  - ii. In the event of termination due to the fault of Rumpke, Rumpke shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Rumpke, and the City may withhold any payments otherwise due but not yet paid to Rumpke for the purpose of set-off until such time as the exact amount of damages due the City from Rumpke is determined. The City reserves the right to use any other legal or financial remedies to recover all or part of the City's prior payments to Rumpke if the damages sustained by City as a result of Rumpke's default are greater than may be satisfied through setoff. The City also reserves the right in the event of non-performance of this Agreement to prohibit or limit any future contractual relationships with Rumpke, either directly or indirectly.
- c. **Alternatives to Termination.** In the event Rumpke fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Rumpke and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

## 10. OWNERSHIP OF PROPERTY

Rumpke agrees that at the expiration or in the event of any termination of this Agreement that any memoranda, maps, drawings, working papers, reports, and other similar documents produced

in connection with this Agreement shall become the property of the City, and Rumpke shall promptly deliver such items to the City. Rumpke may retain copies for its records.

## **11. CONFLICT OF INTEREST**

- a. Disclosure.** Rumpke hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Rumpke has with a City employee, employee's business, or any business relationship or financial interest that a City employee has with Rumpke or in Rumpke's business.
- b. Employee Or Agent Of City.** Rumpke agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Rumpke or in this Agreement, and Rumpke shall take appropriate steps to assure compliance with this provision.
- c. Subcontractors.** Rumpke agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Rumpke further covenants that neither it nor any of its contractors or subcontracts shall employ any person in the performance of this Agreement in violation of this Section.

## **12. INDEPENDENT CONTRACTOR**

Rumpke shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Rumpke shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Rumpke. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

## **13. CONFIDENTIALITY**

Rumpke, its agents, and its employees will keep and retain any and all information and records received from the City or generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City through the City Manager or his designee. Rumpke warrants that it has and will continue to have safeguards in place to assure that Rumpke, its agents, and its employees keep such information and records confidential. Rumpke immediately shall notify the City if Rumpke receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.



### **13. REPORTS, INFORMATION, AND AUDITS**

Rumpke, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Rumpke shall retain all financial and administrative records for a minimum of three years following completion of the Agreement and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

### **14. PROPRIETARY MATERIALS**

- a. The City acknowledges that in the course of performing services, Rumpke may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.
- b. Rumpke acknowledges that in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

### **15. NOTICES**

All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:

To the City:

Jerry L. Wilkerson Jr.  
Director  
Department of Public Services  
3300 Colerain Avenue  
Cincinnati, Ohio 45225

To Rumpke:

William Rumpke  
President  
Rumpke Sanitary Landfill, Inc.  
10795 Hughes Road  
Cincinnati, Ohio 45251

### **16. WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a

waiver of such provision or of any other provision.

## **17. LAW TO GOVERN**

This Agreement is entered into and is to be performed in the State of Ohio. The City and Rumpke agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

## **18. FORUM SELECTION**

Rumpke and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Rumpke to the City in connection therewith.

## **19. AMENDMENT**

This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.

## **20. ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

## **18. SEVERABILITY**

This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

*[Signature page follows.]*

**EXHIBIT A**  
**SCOPE OF SERVICES and COMPENSATION**

**A. SOLID WASTE DISPOSAL PRICING**

Waste Materials	Solid Waste (\$/Ton)	Construction & Demolition Debris (\$/Ton)
Disposal Rate for Rear Loader Packers <sup>(1)</sup>	\$27.43	\$27.43
Disposal Rate for Lightening Loaders <sup>(1)(2)</sup>	\$40.00	\$40.00

<sup>(1)</sup> Includes surcharges listed below

<sup>(2)</sup> The City has specialized bulk collection trucks with 20-30 yard open top bed along with an attached boom that allows for the collection of bulky items (couches, mattresses, carpet, etc.) to be collected by one person. The specialized equipment requires the dumping of a loaded truck onto concrete. The City and Rumpke agree to allow the City's specialized boom trucks to empty at the Convenience Center or small truck dumping area. The charge will be \$40.00/ton and will be adjusted on an annual basis in the same fashion as tonnage delivered to the working face of the landfill is adjusted annually.

**SURCHARGES**

State of Ohio/MSW	\$4.75 per ton
Hamilton County/MSW	\$1.00 per ton
Hamilton County / CD&D (only)	\$1.60 per ton
Colerain Township/MSW	\$0.70 per ton

In the event that Rumpke incurs increased or decreased surcharge fees as a result of imposition of new governmental regulations not in effect at the time of execution of this Agreement and which regulate the payment of fees for disposal, rates will be adjusted by an amount commensurate with the changed surcharge fee. Such adjustment will be effective as of the date the new surcharge fee goes into effect. Rumpke will notify the City at least thirty days in advance of the effective date of the surcharge adjustment.

**B. TIRE COLLECTION PRICING**

Rumpke shall provide pickup of tires. Prices below include all transportation and disposal charges from West Fork facility at 3320 Millcreek Road, Cincinnati, OH 45223. Tires shall be collected within five (5) business days from Rumpke's receipt of notice to pick up tires.

QTY	UNIT	Description	Price Each
24,000	EA	Tires up to 18" - with no rim	\$1.75
5,000	EA	Tires up to 18" - with rim	\$3.50
300	EA	Light Truck Tires over 18" - no rim	\$4.50
100	EA	Light Truck Tires over 18" - with rim	\$9.00
20	EA	Farm Tractor tires - no rim	\$20.00
10	EA	Farm Tractor tires - with rim	\$40.00
10	EA	Heavy Truck Tires over 18" - no rim	\$11.00
10	EA	Heavy Truck Tires over 18" - with rim	\$16.50
10	EA	Loader tires	\$50.00
1	EA	Bobcat Tires - on rim	\$4.00
1	EA	Bobcat Tires - with rim	\$8.00
1	EA	Floater - no rim	\$11.00
1	EA	Floater - with rim	\$22.00

**C. YARDWASTE DISPOSAL PRICING**

**SECTION NO. 1: FACILITY TO ACCEPT YARD WASTE**

QTY	Unit	Description	Unit Price	Ext. Total
625	EA	Yard waste delivered by City Trucks to Rumpke's facility	\$134.58	\$84,112.50
0	EA	Cost per 20 yard refuse packer truck		
0	EA	Cost per 25 yard refuse packer truck		

## **SECTION NO. 2: ROLL OFF CONTAINERS**

The price for roll off containers for emergency storm debris or other special program use includes delivery of containers by Rumpke to any location in the City limits, removal of loaded containers, and disposal of yard waste at Rumpke's compost facility. The majority of these containers will be delivered to the West Fork Yard. The City will load the containers.

<b>QTY</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext. Total</b>
50	Load	Haul 20 Yard Roll Off <sup>(2)</sup>	\$285.00 <sup>(1)(3)</sup>	\$14,250.00
50	Load	Haul 40 Yard Roll Off <sup>(2)</sup>	\$285.00 <sup>(1)(3)</sup>	\$14,250.00

<sup>(1)</sup>All roll off containers include 6 tons. Any roll off over 6 tons will be charged an additional \$32.00 per ton over six (6) tons.

<sup>(2)</sup> All roll off containers will be charged \$1.00 per day lease rate for \$30.00 per month lease rate, in addition to haul rates and disposal charged if applicable.

<sup>(3)</sup> All Roll Off rates are for yard waste, CD&D or MSW loads

### **D. RENTAL AND PICKUP OF TRASH CONTAINERS PRICING**

#### **SCOPE OF WORK**

Rumpke will provide weekly front-loader collection service for City owned and operated facilities with front-loading boxes between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The service provided to any particular service location will be on the same day of the week, each week, except during weeks of holidays recognized by Rumpke or City, in which case weekly service will be no more than one day later than normal following the holiday.

Service location routes may be designed in any manner deemed to be most efficient by the Rumpke, provided that no location will be serviced before the hour of 7:00 a.m. or after 5:00 p.m. and no location will be serviced on Saturday or Sunday except that Saturday service will be allowed during holiday weeks.

Rumpke will service the container with minimal amount of backing and jockeying of equipment, the least possible noise or other disturbance, and without generating litter or other nuisances.

Any litter or other nuisances such as oil spills or noisome liquids caused by Rumpke, whether through emptying a container or otherwise shall be promptly cleaned by Rumpke.

When any accumulation surrounds a particular container and Rumpke is requested to do so, Rumpke's vehicle will remain at the location until such waste is loaded into the container and will then re-empty the container.

Rumpke's vehicle shall in no case be required to remain at such a location longer than is

reasonable to have the excess waste loaded quickly into the container. Rumpke will report any location with excess waste surrounding the container to the contact person for that location within 24 hours.

Rumpke will dispose of all collected waste in an environmentally sound manner that complies with any and all present or future applicable Federal, State, County and City laws, regulations or ordinances and any and all present or future regulations set forth by the State, County or City Health Boards.

It shall be the duty of Rumpke to determine the routes and collection schedules for the service to be provided. Rumpke shall provide each City department with weekday schedules of the collection routes and keep such information current at all times.

In the event of changes in routes or schedules that will alter the day of collection, it shall be the duty of the Rumpke to notify all parties affected. All routing and schedules will also be subject to the City's approval which will not be unreasonably withheld.

Rumpke shall establish a local office or facility, not necessarily within the City limits, through which contact can be made. Such office shall be equipped with adequate telephone lines, shall have at least one responsible person in charge and present during collection hours, and shall be open during all collection hours.

Rumpke shall receive and respond to all complaints regarding services provided under this contract. Any complaints received by the City will be directed to Rumpke's office. Should a complaint go unresolved for longer than three (3) days, the City will have the right to demand an explanation or resolution to its satisfaction.

Rumpke will report to the City any major property damage, bodily injury or death involving the Rumpke's equipment while in performance of the scope of work outlined in this document.

Property damage shall be reported within 24 hours of occurrence. Injuries or deaths shall be reported within one hour. This does not excuse Rumpke from the responsibility of reporting such occurrences to local safety, fire, or law enforcement agencies as required by law or to property owners affected by such occurrences. It does not in any way indicate or imply responsibility on the part of the City for such occurrences caused by Rumpke.

In the event that a regularly scheduled collection is missed and a complaint received by either the City or Rumpke, and where no fault can be found on the City facility part, Rumpke shall provide a special collection of the service location within 24 hours of the notification of the complaint. In the event that the City is responsible for the missed regularly scheduled collection, Rumpke will collect the service location within three (3) work days of notification when requested by the City to do so.

The City will only request such service in extraordinary situations where health hazards, nuisances, or hardship may occur if the container is left unserviced and where the container is not unserviceable at the time of the request.

**E. RENTAL AND PICKUP OF TRASH CONTAINERS: VARIOUS DEPARTMENTS**

**HEALTH DEPARTMENT - 3101 Burnet Avenue, Cincinnati, OH 45229**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1525 Elm St.	8yd. FL 3X Wk.	N	\$207.52	\$207.52
3101 Burnett Ave.	8yd. FL 2X Wk.	N	\$138.30	\$138.30
2136 W. 8th St.	4yd. FL 3X Wk.	N	\$121.76	\$121.76
3917 Spring Grove Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3845 Dooley Bypass	4yd. FL 1X Wk.	N	\$39.57	\$39.57
1005 Walnut Street	95-Gal Carts 1x Wk	N	\$21.46	\$21.46
	95-Gal Carts 1x Wk	N	\$21.46	\$21.46
2750 Beekman St	8yd FL 1x Wk	N	\$60.08	\$60.08

**FIRE DIVISION - 430 Central Avenue, Cincinnati, OH 45202**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1668 Blue Rock Rd.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
430 Central Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
650 Forest	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
564 W. Liberty	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
1623 Madison	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
4379 Reading Rd	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
3001 Spring Grove Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	6yd Recy EOW	N	\$38.96	\$38.96
2131 State Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
2814 Vine St.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
329 E 9th St	4yd 1x Wk	Y	\$39.54	\$39.54
2487 Harrison	4yd FL 1x Wk	N	\$39.54	\$39.54
1998 Millcreek	3yd FL 1x Wk	N	\$29.66	\$29.66
2101 W 8th St	3yd RL 1x	N	\$29.66	\$29.66
478 Wilmer	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
18 E. Seymour	8yd FL 1X Wk	Y	\$60.08	\$60.08

4526 Glenway	4yd RL - 1x Wk	N	\$39.54	\$39.54
--------------	----------------	---	---------	---------

**WATER WORKS - 4747 Spring Grove Avenue, Cincinnati, OH 45232**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
4747 Spring Grove	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 2X Wk.	N	\$138.30	\$138.30
2545 Eastern Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
6800 E River Rd.	3yd. FL 1X Wk.	N	\$29.66	\$29.66
	3yd. FL 1X Wk.	N	\$29.66	\$29.66
5651 Kellogg Ave.	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08

**SEWER DISTRICT - 1600 Gest Street, Cincinnati, OH 45204**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
MSD Plant - 1600 Gest St.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
	8yd FL Recy 1X Wk	N	\$51.34	\$51.37
Little Miami - 225 Wilmer	6yd FL 1x Wk	N	\$51.34	\$51.34
	8yd. FL 1X Wk.	N	\$60.08	\$60.08
MSD - 225 W. Galbraith	6yd. FL 3X Wk.	N	\$207.52	\$207.52
	6yd FL-Cardboard 1x	N	\$53.78	\$53.78
Muddy Creek - 6125 River Rd.	6yd. FL 1X Wk.	N	\$51.87	\$51.87
Woodrow MSD Plant - 1081 Woodrow	8yd. FL 2X Wk.	Y	\$138.30	\$138.30
	8yd. FL 2X Wk	N	\$138.30	\$138.30
	8yd Recycle - 1x	N	\$53.64	\$53.64
Sycamore Creek 9273 Old Remington Rd.	3yd. FL 1X Wk.	N	\$29.66	\$29.66
	3yd. FL 1X Wk.		\$29.66	\$29.66



	4yd FL 2x Wk	N	\$79.02	\$79.02
Taylor Creek - Harrison & E Miami River	3yd. FL 1X Wk.	N	\$29.66	\$29.66

**SEWER DISTRICT - 1600 Gest Street, Cincinnati, OH 45204 (cont.)**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Polk Run - 9744 E Kemper Rd.	4yd. FL 1X Wk.	N	\$39.54	\$39.54

**POLICE DIVISION - 310 Ezzard Charles Drive, Cincinnati, OH 45214**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
3295 Erie Ave.	8yd. FL 1X Wk.	Y	\$60.08	\$60.08
310 Ezzard Charles	8yd. FL 2X Wk.	N	\$138.30	\$138.30
	8yd. FL 2X Wk.	N	\$138.30	\$138.30
1012 Ludlow	8yd. FL 1X Wk.	N	\$60.08	\$60.08
4150 Reading Rd.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3524 Spring Grove Ave.	8yd. FL 1X Wk.	N	\$60.08	\$60.08
3201 Warsaw	8yd FL 1X Wk	N	\$60.08	\$60.08
800 Evans St.	1-8yd. FL 1X Wk.	N	\$60.08	\$60.08
	1-8yd. FL 1X Wk.	N	\$60.08	\$60.08
10139 Spartan	6yd. FL 2X Wk.	N	\$103.71	\$103.71
1201 Stock Ave	8yd FL 2X Wk	N	\$138.30	\$138.30
2300 Ferguson Rd	8yd FL 1x Wk	N	\$60.08	\$60.08
2000 Radcliff	8yd FL 2X Wk	N	\$138.30	\$138.30
801 Linn	8yd FL 3X Wk	N	\$207.52	\$207.52

**FLEET SERVICES - 1160 Bates Avenue, Cincinnati, OH 45225**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1106 Bates Avenue	8yd FL 1X Wk	Y	\$60.08	\$60.08
	8yd FL 1X Wk	Y	\$60.08	\$60.08
	8yd FL 1X Wk	Y	\$60.08	\$60.08

**PARKS DIVISION - 3320 Millcreek Road, Cincinnati, OH 45223**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
2080 Sinton	8yd FL - 1X Wk	N	\$60.08	\$60.08
3046 Westwood Northern	8yd FL - 1X Wk	N	\$60.08	\$60.08
701 Tusculum	8yd FL - 1X Wk	N	\$60.08	\$60.08
5083 Colerain Ave	8yd FL - 1X Wk	N	\$60.08	\$60.08
	8yd FL - 1X Wk	N	\$60.08	\$60.08
380 Elberon	8yd FL - 1X Wk	N	\$60.08	\$60.08
3700 Observatory	8yd FL - 1X Wk	N	\$60.08	\$60.08
	8yd FL - 1X Wk	N	\$60.08	\$60.08
3012 Section Road	8yd FL - 1X Wk	N	\$60.08	\$60.08
7000 Warder	8yd FL - On-Call (Per Pickup)	Y	\$57.06	\$57.06
380 Elberon	8yd FL 1X Wk	N	\$60.08	\$60.08
2080 Sinton	8yd FL 1X Wk	Y	\$60.08	\$60.08
1715 Republic St	8yd RL 2X Wk	N	\$138.30	\$138.30
1501 Eden Park Dr	4yd RL 3x	N	\$118.56	\$118.56
1501 Eden Park Dr	4yd RL 1x	N	\$39.54	\$39.54
425 Oak St	8yd FL 1x	N	\$60.08	\$60.08
8 E Mehring Way	(10) - 65-Gal Trash Carts - 3X Wk	Y	\$289.98	\$289.98

**AVIATION SERVICES - 262 Wilmer Avenue, Cincinnati, OH 45226**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Lunken Airport	8yd FL 1X Wk	N	\$60.08	\$60.08

**COMMUNICATIONS -- 1106 Bates Avenue**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
1106 Bates Avenue	8yd FL On-Call	Y	\$57.06	\$57.06

**RECREATION COMMISSION – 3320 Millcreek Road, Cincinnati, OH 45223**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Sawyer Point (Bills Separately)	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
2400 Beekman	8yd - 1x Wk	N	\$60.08	\$60.08
Saylor Park Rec Center 6720 Home City Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Corryville Rec Center 2823 Eden Avenue	6yd FL - EOW	N	\$25.96	\$25.96
	6yd Comm EOW	N	\$45.66	\$45.64
Airport Play Field	8yd FL - 2x Wk	Y	\$138.30	\$138.30
	8yd FL - 2x Wk	Y	\$138.30	\$138.30
Millvale Rec Center 3303 Beekman St	8yd FL - 3x Wk	N	\$207.52	\$207.52
Recreation Maintenance 1953 Losantiville	8yd FL - 2x Wk	N	\$138.30	\$138.30
	8yd FL - 2x Wk	N	\$138.30	\$138.30
College Hill Rec Center 5545 Belmont Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
	6yd Comm EOW	N	\$45.64	\$45.64
N. Avondale Community Center - Clinton Springs	8yd FL - 2x Wk	N	\$138.30	\$138.30
McKee Rec Center 1566 Chase	8yd FL - 1x Wk	N	\$60.08	\$60.08
Bond Hill Rec Center 1501 Elizabeth	8yd FL - 1x Wk	N	\$60.08	\$60.08
Westwood Town Center 3428 Epworth	8yd FL - 1x Wk	N	\$60.08	\$60.08
Dunham Rec Center 4356 Dunham Ln	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd FL - 1x Wk		\$60.08	\$60.08
	8yd CU 1x wk	N	\$60.08	\$60.08
Price Hill Community Center - 959 Hawthorne	8yd FL - 2x Wk	N	\$138.30	\$138.30

**RECREATION COMMISSION -- 3320 Millcreek Road, Cincinnati, OH 45223 (cont)**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
Myron Bush Rec Center 2640 Kemper Ln	8yd FL - 1x Wk	N	\$60.08	\$60.08
Lincoln Community Rec Center - 1027 Linn St	8yd FL - 1x Wk	N	\$60.08	\$60.08
Clifton Community Center - 320 McAlpin	8yd FL - 1x Wk	N	\$60.08	\$60.08
Public Landing	8yd FL - 1x Wk	N	\$60.08	\$60.08
Leblond Rec Center 2335 Eastern Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Oakley Community Center - 3882 Paxton	8yd FL - 1x Wk	N	\$60.08	\$60.08
Hirsch Rec Center 3630 Reading Road	8yd FL - 2x Wk	N	\$138.30	\$138.30
Pleasant Ridge 5915 Ridge Road	8yd FL - 2x Wk	N	\$138.30	\$138.30
Evanston Community Center - 3204 Woodburn	8yd FL - 2x Wk	N	\$138.30	\$138.30
Winton Hills Rec Center 5170 Winneste Ave	8yd FL - 1x Wk	N	\$60.08	\$60.08
Hartwell Community Ctr 8275 Vine St	8yd FL - 1x Wk	N	\$60.08	\$60.08
Madisonville Center 5320 Stewart	8yd FL - 1x Wk	N	\$60.08	\$60.08
Mt. Auburn Community Center - 270 Southern	8yd FL - 1x Wk	N	\$60.08	\$60.08
Otto Armleder Park 5057 Wooster Pk	8yd FL - 1x Wk	N	\$60.08	\$60.08
Riverside Park 3540 Southside	1-8yd FL - 2x Wk	N	\$138.30	\$138.30
Mt. Washington Rec 1715 Beacon St	1-8yd FL - 1x Wk	N	\$60.08	\$60.08

**DEPT OF TRADE & DEVELOPMENT - 805 Central Ave, Cincinnati, OH 45202**

Location	Service	Currently City Owned Containers	Pricing for City owned Dumpsters	Pricing for Offeror Owned Dumpsters
920 Curtis St	1-8yd FL - 1x Wk	N	\$60.08	\$60.08
Madisonville Shopping Ctr 5818 Madison Rd	1-8yd FL - 2x Wk	N	\$138.30	\$138.30

**ADDITIONAL RATES**

OTHER SERVICES	RATE
95 Gallon Trash Cart 1x Week Pick Up	\$11.00/Mo.
95 Gallon Trash Cart 2x Week Pick Up	\$22.00/Mo.
95 Gallon Recy Cart 1x Week Pick Up	\$10.00/Mo.

EXTRA CHARGES	PICKUP	RATE
3 Yard Container		\$40/PU
4 Yard Container		\$46/PU
6 Yard Container		\$51/PU
8 Yard Container		\$57/PU


**F. ESCALATOR**


Effective February 1, 2020, and in each year of the term and any extensions of this Agreement, the payment from the City to Rumpke may be adjusted by the lower of 100% (one hundred percent) of the percentage change in the Consumer Price Index-All Urban Consumers for the Metropolitan Cincinnati Area or 3% (three percent).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below.

**CITY OF CINCINNATI**

**RUMPKE SANITARY LANDFILL, INC.**

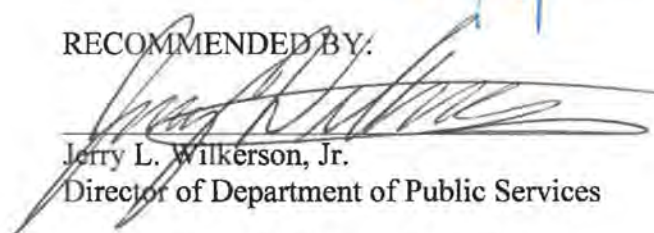
By:   
Patrick A. Duhaney  
City Manager

By:   
Print Name: William J. Rumpke, Jr.  
Its: President

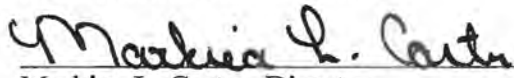
Date: 2/20 2019

Date: February 20, 2019

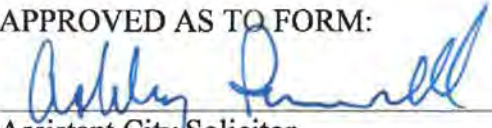
RECOMMENDED BY:

  
Jerry L. Wilkerson, Jr.  
Director of Department of Public Services

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

  
Markiea L. Carter, Director

APPROVED AS TO FORM:

  
Assistant City Solicitor

CITY PURCHASING APPROVAL:


  
Bobbi Hageman, Chief Procurement Officer

CERTIFICATION OF FUNDS:

Date: 2/20/2019  
Funding: ~~CERTIFICATION OF FUNDS NOT REQUIRED~~  
Amount: Pending DO Approval  
  
Reginald Zeno, Finance Director



Date: February 26, 2019

To: Patrick Duhaney, City Manager  
From: Bobbi Hageman, Chief Procurement Officer   
Copies: File  
Subject: **DPS Contract Documents for Signature**

---

This correspondence is to provide my confirmation that the following procurement enclosed in this package for your signature has either been approved by the Procurement Review Team (PRT) or is a procurement that falls outside the purview of Administrative Regulation #62:

- **95xPS03– Rumpke Sanitary Landfill**– The agreement with the contractor is to provide solid waste disposal services with the City. Compensation shall not exceed the amount of services rendered under this agreement in accordance with the fee schedule contained in Exhibit A. The term of the agreement shall expire February 28, 2023. A Recommendation to Award for this agreement was approved by the CM and CPO on January 14, 2019

Please feel free to contact me should you have any questions via email or x3767.

bh/jh