

ORDINANCE NO. 2020-113

**AN ORDINANCE AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH
RUMPKE OF OHIO, INC.**

WHEREAS, the City wishes to execute an agreement with Rumpke of Ohio, Inc. that will provide refuse and recycling collection services for the residents and businesses.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager be authorized and directed to execute a 5-year Agreement between the City of Lebanon and Rumpke of Ohio, Inc., in substantially the same form as the agreement attached hereto as "Exhibit 1".

SECTION 2. This Ordinance is necessary for the preservation of the public peace, health, safety, morals and welfare of the City of Lebanon, and shall take effect at the earliest period allowable by law.

Passed: *November 24, 2020*


Mayor

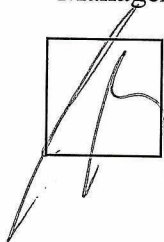
Attest:


Clerk of Council

Sponsors:

Messer, Shafer
Council Members

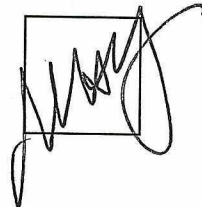
City
Manager



City
Auditor



City
Attorney



AGREEMENT FOR SERVICES

Annual Refuse/Recycling Collection Services

20-10

This Agreement for Services (the "Agreement") is entered into by and between the **City of Lebanon, Ohio** ("Lebanon") and **Rumpke of Ohio, Inc.** (the "Contractor"). This agreement has been written to cover many construction contracts which the City of Lebanon executes. Some of the sections may not be applicable to each contract executed by the City. Unless sections or paragraphs are obviously not applicable to this contract, others will be considered to be part of it unless upon request from a bidder, the City agrees in writing to exclude such sections or paragraphs.

Lebanon and the Contractor agree as follows:

Section 1. The Work.

1.1. The Contractor shall perform the work described in the contract documents and reasonably inferable by the Contractor as necessary to produce the results intended by the contract documents, for:

PROJECT: Annual Refuse/Recycling Collection Services, Project #20-10

Section 2. Contract Price and Payments.

2.1. Lebanon shall pay the Contractor for performance of this Agreement, an amount equal to the annual unit bid prices provided in the contract documents and attached hereto, (the "Contract Price"), based upon the Proposal dated **September 9, 2020** submitted by the Contractor, unless otherwise amended by a duly authorized change order by the Parties.

2.2. The Contract Price shall be paid by Lebanon upon payment request issued by the Contractor and approved by the City as provided in the contract documents.

Section 3. Time of Performance.

3.1. The Contractor shall prosecute the work and complete all work on **February 1, 2021 and shall be completed December 31, 2025** following receipt of the Notice to Proceed, unless an extension of time is granted by the Engineer.

3.2. If the Contractor shall fail to complete the work within the time above specified, Lebanon shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the amounts as set forth in 108.7 of the City of Lebanon, Ohio Engineering Department General Provisions.

3.3. Lebanon's right to recover liquidated damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the work.

Section 4. Income Tax Withholding.

4.1. The Contractor agrees to withhold, pay, and stay current with all municipal income taxes due or payable pursuant to the provisions of Chapter 151 of the *Codified Ordinances of the City of Lebanon, Ohio*, for wages, salaries and commissions paid to its employees and further agrees that all of its subcontractors shall be required to agree to withhold any such income taxes due pursuant to Chapter 151 for the work performed pursuant to this Contract.

Section 5. Indemnification and Hold Harmless.

5.1. The Contractor shall indemnify and hold harmless Lebanon and its officers, agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the work under this Contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or its subcontractors or any one directly employed by any of them, or anyone for whose act any of them may be liable. The Contractor shall, at its own expense, defend Lebanon in all litigation, and shall pay all attorneys' fees, arising out of the litigation of the claim. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under the Workers' Compensation, disability benefits or other employee acts.

Section 6. Discrimination and Intimidation.

6.1. In the hiring of employees for the performance of the work under this contract or any subcontract, the Contractor and all persons acting on its behalf, shall not, by reason of race, creed, sex, handicap, or color, discriminate against any person in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

6.2. The Contractor and all persons acting on its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, handicap, or color.

6.3. The Contractor shall fully comply with any and all policies and procedures of Lebanon relating to discrimination and intimidation and any other applicable laws or regulations relating thereto.

6.4. In the event of any breach of the provisions of this Section against discrimination, the following shall apply:

6.4.1. The contract shall be canceled or terminated and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this Section.

Section 7. General.

7.1. The contract documents as defined in the City of Lebanon, Ohio Streets and Highways General Provisions shall embody the entire understanding of the parties and form the basis of the agreement between Lebanon and the Contractor. The City of Lebanon, Ohio Streets and Highways General Provisions has been written to cover many contract documents bid by the City of Lebanon. Some of the sections within these General Provisions may not be applicable to each contract entered into by the City. Unless sections or paragraphs are obviously not applicable to this contract, others will be considered to be part of it unless upon request from a bidder, the City agrees in writing to exclude such sections or paragraphs. All of the contract documents shall be considered to be incorporated by reference into this Agreement as if fully rewritten herein.

7.2. The Agreement shall be governed by the laws of the State of Ohio.

7.3. The Agreement shall be binding on the Contractor and Lebanon, their successors and assigns, but the Agreement may not be assigned by the Contractor without the prior written consent of the City Manager.

7.4. It is expressly understood by the Contractor that none of the rights, duties and obligations described in the contract documents shall be valid and enforceable unless the City Auditor of Lebanon certifies that funds have been appropriated for the project and that the amount so appropriated is on deposit or in the process of collection to the credit of the appropriate fund free from any previous or outstanding obligations.

7.5. The Agreement shall become binding and effective upon execution by the City Manager of Lebanon.

Section 8. Contract Documents

8.1. The following documents shall constitute the Contract Documents, shall be incorporated by reference into this Agreement and shall constitute the terms and conditions of the Agreement: the Invitations to Bid; Instruction to Bidders; Lebanon's General Terms and Conditions; Specifications; Performance Bond; and Proposal submitted by Contractor (the "Bid").

Section 9. Order of Preference

9.1. In the event of a conflict in the terms and conditions of the Contract Documents, the Contract Documents shall be interpreted in the following order of preference:

- This Agreement
- Lebanon's General Terms and Conditions
- Performance Bond
- Invitation to Bid
- Instructions to Bidders
- Specifications
- The Bid

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Date: December 21, 2020

By: 
(Signature)

Print Name: William J. Rumpke, Jr.

Title: President

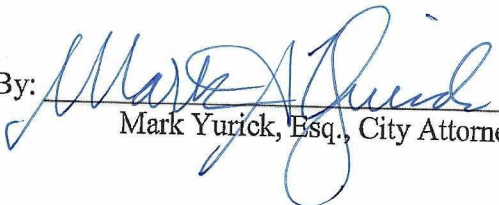
CITY OF LEBANON, OHIO

Date: 1/25/21

By: 
Scott C. Brunka, City Manager

Approved as to form:

Date: 1/25/21

By: 
Mark Yurick, Esq., City Attorney

**CITY OF LEBANON
ANNUAL
REFUSE/RECYCLING COLLECTION SERVICES CONTRACT
PROJECT #20-10**

UNIT BID SHEET

Note: Proposed rates go into effect February 1st of 2021 and will expire on December 31, 2025

All host, District, and State fees should be included in the unit price bid for each item.

THE CITY WILL NOT ACCEPT ANY PROPOSALS THAT INCLUDE A FUEL SURCHARGE.

Contract bid price will be applicable to all new collection service accounts added throughout the course of the contract.

*** Residential Curbside Recycling (Currently approximately 6,708 units):**

<u>Required Bid</u>	<u>Cost per residential unit per month</u>	
Year 2021	\$ 4.00	
Year 2022	\$ 4.12	% Increase 3
Year 2023	\$ 4.24	% Increase 3
Year 2024	\$ 4.37	% Increase 3
Year 2025	\$ 4.50	% Increase 3

**** Residential Collection (Currently approximately 6,708 units):**

<u>Required Bid</u>	<u>Cost per residential unit per month</u>		<u>Cost per residential unit per month including 80-gal. container</u>	
Year 2021	\$ 12.30		\$ 12.30	
Year 2022	\$ 12.48	% Increase 1.5	\$ 12.48	% Increase 1.5
Year 2023	\$ 12.67	% Increase 1.5	\$ 12.67	% Increase 1.5
Year 2024	\$ 12.86	% Increase 1.5	\$ 12.86	% Increase 1.5
Year 2025	\$ 13.05	% Increase 1.5	\$ 13.05	% Increase 1.5

**** Multi-Family Collection (Currently approximately 1,370 units):**

<u>Required Bid</u>	<u>Cost per residential unit per month</u>	
Year 2021	\$ 10.40	
Year 2022	\$ 10.56	% Increase 1.5
Year 2023	\$ 10.71	% Increase 1.5
Year 2024	\$ 10.88	% Increase 1.5
Year 2025	\$ 11.04	% Increase 1.5

* Curbside Recycling Collection
All recycling items must be placed loosely in the 18-gallon bin or 65-gallon cart provided. All cardboard needs to be flattened, bundled/tied and placed beside recycling bin or cart.

** Waste collection for residential, multi-family and commercial is limited to normal general household trash collection. Excess trash set out due to clean out or eviction, could result in additional "Per Hopper Fees." Rumpke will make City aware of excessive trash. At that time Rumpke and City will negotiate a "Per Hopper Fee." Additional "Per Hopper Fees" could be charged to directly to City or resident by Rumpke.

*** Multi-Family Recycling (Currently approximately 1,370 units):**

<u>Required Bid</u>	<u>Cost per residential unit per month</u>	
Year 2021	\$ 3.25	
Year 2022	\$ 3.30	% Increase 3
Year 2023	\$ 3.35	% Increase 3
Year 2024	\$ 3.40	% Increase 3
Year 2025	\$ 3.45	% Increase 3

**** Commercial Collection – Non-Dumpster (Currently approximately 90 units):**

<u>Required Bid</u>	<u>Cost per unit per month</u>	
Year 2021	\$ 12.30	
Year 2022	\$ 12.48	% Increase 1.5
Year 2023	\$ 12.67	% Increase 1.5
Year 2024	\$ 12.86	% Increase 1.5
Year 2025	\$ 13.05	% Increase 1.5

Additional Recycling Bins (Price valid throughout contract): \$10.00 per bin

Up to two (2) 18-gallon recycling binds provided at no charge. Rate quoted is purchase price for third and additional bins (plus tax)

Additional 80-gallon 2wheel containers (Price valid throughout contract: \$80.00 per container

Purchase Price per container

*** Curbside Recycling Collection**

All recycling items must be placed loosely in the 18-gallon bin or 65-gallon cart provided. All cardboard needs to be flattened, bundled/tied and placed beside recycling bin or cart.

**** Waste collection for residential, multi-family and commercial is limited to normal general household trash collection. Excess trash set out due to clean out or eviction, could result in additional "Per Hopper Fees." Rumpke will make City aware of excessive trash. At that time Rumpke and City will negotiate a "Per Hopper Fee." Additional "Per Hopper Fees" could be charged to directly to City or resident by Rumpke.**

OPTIONAL BIDS

WASTEWATER TREATMENT PLANT (1525 Mason-Morrow-Milgrove Road)

Screenings, Grit, Sludge Removal & Street Sweeper

Grit, Screenings, Grease: Cost per dumpster per "pick-up" 2 yard container

Year 2021	\$ 15.37	
Year 2022	\$ 15.68	% Increase 2
Year 2023	\$ 15.99	% Increase 2
Year 2024	\$ 16.31	% Increase 2
Year 2025	\$ 16.64	% Increase 2

Sludge: Cost per dumpster per "pick-up" 20 yard container

	<u>PICK UP</u>	Plus	<u>PER TON</u>	
Year 2021	\$250.00		\$ 37.00	
Year 2022	\$260.00	% Increase N/A	\$ 37.00	% Increase N/A
Year 2023	\$270.00	% Increase N/A	\$ 37.00	% Increase N/A
Year 2024	\$280.00	% Increase N/A	\$ 37.00	% Increase N/A
Year 2025	\$290.00	% Increase N/A	\$ 37.00	% Increase N/A

*** Street Sweeper Material: Cost per dumpster per "pick-up" 20 yard container

Year 2021	\$ 400.00	
Year 2022	\$ 405.00	% Increase N/A
Year 2023	\$ 410.00	% Increase N/A
Year 2024	\$ 415.00	% Increase N/A
Year 2025	\$ 420.00	% Increase N/A

ELECTRIC DEPARTMENT UTILITY POLES

*** 40 Yard Roll off Dumpster Cost per "pick-up" (120 South Street)

Year 2021	\$ 400.00	
Year 2022	\$ 405.00	% Increase N/A
Year 2023	\$ 410.00	% Increase N/A
Year 2024	\$ 415.00	% Increase N/A
Year 2025	\$ 420.00	% Increase N/A

*** 30 Yard Roll off Dumpster Cost per "pick-up" (600 W Main Street)

Year 2021	\$ 400.00	
Year 2022	\$ 405.00	% Increase N/A
Year 2023	\$ 410.00	% Increase N/A
Year 2024	\$ 415.00	% Increase N/A
Year 2025	\$ 420.00	% Increase N/A

*** All 20, 30 and 40 yard roll off container rates included up to 5 tons. All loads exceeding 5 tons, will be charged \$34.00 per ton thereafter. This will exclude sludge loads. All sludge loads will be charged \$37.00 per ton.