

RECEIVED
2-28-13

CONTRACT

THIS CONTRACT MADE AND ENTERED INTO THIS 20 DAY OF FEBRUARY, 2013 by and between the City of Richmond, Kentucky (hereinafter called the City) and

WITNESSETH, that the Contractor and the City for the consideration stated herein agree as follows:

- I. Term - This contract shall take effect on March 1, 2013 and remain in full force and effect for three (3) years to March 1, 2016 with an option to renew for a three (3) year and a four (4) year term respectively renewable by the City of Richmond.
- II. Scope of Work:
 - A. Commercial Waste Franchise - The Contractor is granted the sole and exclusive right within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Commercial Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.
- III. Rates: The rates for these services shall consist of:

BASE BID (Includes a 5% Franchise Fee and KRS 224.43.500 Fees)

 - A. Commercial Hand Cart Service rates

1 day per week	\$10.90 monthly
2 days per week	\$20.74 monthly
3 days per week	\$34.37 monthly
Cost per cart for additional carts	\$2.50

(Price of (1) Cart Rental included in Monthly Service Charge)
 - B. Large Commercial Container

(Size - 2 cubic yards)
1 day per week \$28.90 monthly
2 days per week \$50.87 monthly
3 days per week \$76.30 monthly
Every other week \$21.20 monthly

On call extra pick-ups \$18.00 additional charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size – 4 cubic yards)

1 day per week	\$36.22 monthly
2 days per week	\$66.28 monthly
3 days per week	\$99.43 monthly
4 days per week	\$138.73 monthly
5 days per week	\$165.71 monthly
6 days per week	\$198.85 monthly
Every other week	\$25.82 monthly

On call extra pick-ups

\$20.00 additional
charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size – 6 cubic yards)

1 day per week	\$48.56 monthly
2 days per week	\$97.11 monthly
3 days per week	\$149.14 monthly
4 days per week	\$198.85 monthly
5 days per week	\$248.56 monthly
6 days per week	\$298.28 monthly
Every other week	\$31.79 monthly

On call extra pick-ups

\$22.00 additional
charge per pickup

(Container Rental pricing included in Monthly Service Charge)

(Size – 8 cubic yards)

1 day per week	\$62.28 monthly
2 days per week	\$124.55 monthly
3 days per week	\$184.98 monthly
4 days per week	\$246.64 monthly
5 days per week	\$292.88 monthly
6 days per week	\$351.46 monthly
Every other week	\$38.54 monthly

On call extra pick-ups

\$24.00 additional
charge per pick-up

(Container Rental pricing included in monthly service rate)

C. Containers for Recyclable Cardboard

(Six Cubic Yards)	
1 Day	\$48.56 monthly
2 Day	\$97.11 monthly
3 Day	\$149.14 monthly
Extra Pick Up Fee	\$22.00 monthly
(Eight Cubic Yards)	
1 Day	\$62.28
2 Day	\$124.55
3 Day	\$184.98
Extra Pick Up Fee	\$24.00

(Container Rental pricing included in monthly service rate)

D. Roll-Off Container – All Services

(Size – 20 cubic yard)	
Rate per Haul	\$197.83 (Maximum of 2 tons)
Rental Rate per Day	\$2.00
Fee for Delivery	\$50.00
Fee per Ton	\$24.15 (Over maximum tons)
(Size – 30 cubic yard)	
Rate per Haul	\$236.43 (Maximum of 4 tons)
Rental Rate per Day	\$2.00
Fee for Delivery	\$50.00
Fee per Ton	\$24.15 (Over maximum tons)
(Size – 40 cubic yard)	
Rate per Haul	\$265.38 (Maximum of 5 tons)
Rate per Day	\$2.00
Fee for Delivery	\$50.00
Fee per Ton	\$24.15 (Over maximum tons)

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

- (1) This Instrument
- (2) Contract Specifications
- (3) The Performance Bond
- (4) Certificate of Insurance
- (5) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and no amendments to this contract shall be made, *including rate increases*, except upon the written consent of the City of Richmond. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Kentucky and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

SOLID WASTE AGREEMENT

On this 20 day of February, 2013 the City of Richmond, Kentucky grants Advanced Disposal Services Solid Waste Midwest, LLC an exclusive franchise for Commercial waste collection and disposal services pursuant to the Contract Specifications attached hereto.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at the City of Richmond, Kentucky as of this 20 day of February, 2013.

CITY OF RICHMOND

By: Jim Barnes
Jim Barnes, Mayor

STATE OF KENTUCKY
COUNTY OF MADISON

The foregoing contract was signed and acknowledged before me by Jim Barnes on this the 20 day of February, 2013.

Wanda Bailey
Notary Public
Kentucky State at Large

My Commission expires: 10-31-16

CONTRACTOR

By: Chris
Chris: Deputy General Counsel

STATE OF KENTUCKY
COUNTY OF MADISON

The foregoing contract was signed and acknowledged before me by Madison Mills on this 12 day of February, 2013.

Spada F. Allison
Notary Public
Kentucky State at Large
Florida

My Commission expires: 1-31-14

