

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 24-53

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING THE BID OF RUMPKE WASTE & RECYCLING SERVICES FOR SOLID WASTE COLLECTION, DISPOSAL AND AUTOMATED RECYCLING SERVICES FOR THE CITY OF NORTH ROYALTON AS THE LOWEST AND BEST BID IN AN AMOUNT NOT TO EXCEED \$12,416,357.26 FOR A PERIOD OF 5 YEARS, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for solid waste collection, disposal and automated recycling services for the City of North Royalton; and

WHEREAS: It has been determined that the bid of Rumpke Waste & Recycling Services is the lowest and best bid in an amount not to exceed \$12,416,357.26 for a period of 5 years; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The bid of Rumpke Waste & Recycling Services for solid waste collection, disposal and automated recycling services for the City of North Royalton for an amount not to exceed \$12,416,357.26 for a period of 5 years is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Rumpke Waste & Recycling Services in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Rumpke Waste & Recycling Services and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

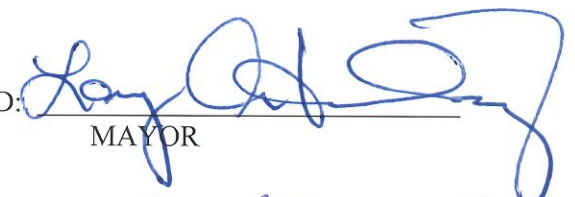
Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Rumpke Waste & Recycling Services for solid waste collection, disposal and automated recycling services for the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.



PRESIDENT OF COUNCIL

APPROVED: 

MAYOR

DATE PASSED: April 2, 2024

DATE APPROVED: April 3, 2024

ATTEST: 

CLERK OF COUNCIL

First reading March 20, 2024
Second reading Suspended
Third reading April 2, 2024

YEAS: Marnecheck, Nickell, Barath, Krejci,
Gorjanc, Webber

NAYS: None

ABSENT: Wos

CERTIFICATE OF POSTING

I, Director of Legislative Services of the City of North Royalton, Ohio, do hereby certify this Ordinance No. 24-53 was duly posted on 4-3-2024 and remained posted for a period of fifteen days thereafter, in accordance with the Codified Ordinances Chapter 222 as determined by the Council of said city.



Clerk of Council

Dated: 4-3-24

Contract for Residential Solid Waste Collection, Disposal, and Recycling Services

THIS AGREEMENT (the "Agreement" or "Contract") for Residential Waste Collection and Recycling Services is entered into by and between the City of North Royalton, a City in the County of Cuyahoga, State of Ohio (the "City") with its offices located at 14600 State Road, North Royalton, OH 44133 and Rumpke of Ohio, Inc, 10795 Hughes Road, Cincinnati, Ohio 45251 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to Sections 713.43 and 3707.43 of the Revised Code, the City may enter into written contracts with independent contractors for Residential Solid Waste Collection Disposal and Recycling Services;

WHEREAS, the City, pursuant to a Motion adopted on January 16, 2024, which authorized the City to obtain bids for Residential Waste Collection and Recycling Services; and,

WHEREAS, following publication of the Invitation to Bid in the newspaper on, February 5 and February 12, 2024 and the opening and consideration of the Bids received for the Residential Waste Collection, Disposal and Recycling Services, the Bid of the Contractor has been determined to be lowest and best; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Ordinance 24-53 which approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is May 1, 2024. The Initial Term of the Agreement will be May 1, 2024 and will terminate on April 30, 2029, unless renewed as provided herein or otherwise terminated.

2. Renewal Terms

Following the Initial Term of the Agreement, the City may, in its sole discretion, renew and extend this Agreement for two (2) consecutive one-year Terms ending April 30, 2030 and April 30, 2031, respectively. The City shall provide written notice to the Contractor of the City's desire to renew and extend the Agreement at least thirty (30) days prior to the termination date(s).

ARTICLE III – STATEMENT OF WORK

1. During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

2. Solid Waste and Recycling Collection

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of North Royalton and as more fully defined in **Exhibit A**, incorporated herein. The total estimated number of Residential Units to receive curbside collection is 9,850. All collection is to be made at the curb.

a. Semi-automated collection method

The Contractor shall provide all labor and vehicles to manually collect all bagged or other contained Solid Waste set out curbside at each Residential Unit and supply each Residential Unit with one (1) 64-Gallon Wheeled Cart to provide semi-automated curbside collection of Mixed Recyclables.

The Contractor will supply an additional 64-Gallon Wheeled Cart for Recyclables to any resident that requests one at the resident's cost. Residents will be instructed to contact the Contractor directly to request the additional cart(s) and the Contractor will make the arrangements for delivery. The Contractor will charge the resident directly for the additional cart at the pricing indicated on Bid Form 3.

The following shall apply to either collection bid in this section:

- a. All carts must be either new or in good repair and condition and clean. The Contractor shall be responsible to repair or replace any broken carts. The Contractor is responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.
- b. Each recycle cart shall have a large label or sticker on the exterior of the lid which identifies the types of Recyclables that residents should place in the cart. A copy of this sticker may be included in the Contractor's bid.
- c. Quantity of Solid Waste and Recyclables to be collected from each Residential Unit shall be regulated by the Codified Ordinances of the City of North Royalton.

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking on to City streets.

The equipment shall be in such condition that the schedule of collections can be maintained, with evidence of standby capacity in case of breakdowns. Breakdowns or faulty equipment will not be sufficient reason for deviating from this schedule. Equipment must be available for inspection during the life of the contract.

Collection vehicles are required to be equipped with all federal and state mandated safety devices.

Solid Waste and Recyclable Collection will be provided on a weekly basis to each Residential Unit. Collection must take place between the hours of 7:00 a.m. and 7:00 p.m. If for any reason the Contractor is not able to collect Solid Waste and Recyclables on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than two (2) days the City will, at its discretion, cause waste to be collected by any means that is available. The full cost of such collection shall be reimbursed to the City by the Contractor within 10 days of the invoice.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Residential unit Solid Waste, Recyclables, Yard Waste, and Bulky Wastes shall take place on the same day, once per week. The City prefers the collection days to remain two days per week on Tuesday and Fridays for all city owned properties.

The Contractor is prohibited from collecting Solid Waste and Recyclables during rush hour (from 7:30 a.m. to 9:00 a.m. and 4:30 p.m. to 6:00 p.m.) on any of the following main roads: Royalton Road; Sprague Road; West 130th; Boston Road; Bennett Road; York Road; Ridge Road; State Road; and Wallings Road.

Collection on main roads shall not begin until after 9:00 a.m. Any other exceptions to collection hours shall be employed only upon the mutual agreement of the City and the Contractor (No changes may be made within the first ninety (90) days). If exceptions to the collection hours are secured by mutual agreement, written notice thereof shall be provided by Contractor to each Residential Unit affected thereby.

The following are "holidays" for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for providing weekly collection of all Bulky Waste and excess bagged waste set out on the curb on the scheduled day of pickup for Solid Waste. Bulky Waste may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances.

The Contractor shall collect all properly prepared yard waste materials including grass clippings and leaves that are either contained in the waste containers or bags, and cut and bundled brush, branches, etc. set out on the curb on the scheduled day of pickup for Solid Waste.

The Contractor is responsible for collecting Freon-Containing Appliances in a manner that provides for the lawful removal of any refrigerant and providing documentation that verifies the proper removal of refrigerant upon request by the City. The City will work with the Successful Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is reasonable in nature. The Contractor shall collect said materials weekly, on the scheduled day of pickup for Solid Waste.

The Contractor will be asked to notify the City in the event any resident habitually sets out construction and demolition debris. The City will then contact the resident and require the resident to rent a container.

3. Solid Waste Transfer and Disposal Services

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: **cans** (aluminum and steel), **cartons** (refrigerator and shelf stable cartons, **glass** (bottles and jars), **fiber** (mixed paper, box board and cardboard), and **plastic containers** (bottles, jugs and tubs). The Contractor may add additional material to the recycling list.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no additional charge. The Contractor will provide service containers at the following city-owned locations, at the sizes and frequencies indicated in **Table 2** (Bid Specifications). The City prefers the city-owned property collection days remain two days per week, Tuesday and Friday. These containers shall be emptied as set forth below or within twenty-four (24) hours following a request from the City Service Director for an additional collection. The City reserves the right to modify container size, collection locations and/or collection frequency at any time during the contract at no additional cost to the City.

6. Customer Education

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, an informational brochure that contains the City approved requirements for **"Solid Waste Collection and Disposal and Curbside Recycling Services."** The Contractor is encouraged to use the Recycling Toolkit prepared by the Cuyahoga County Solid Waste District to prepare the recycling information to be used in the brochure. Other information in the brochure should include the Contractor's local phone number, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Waste and Recyclable Materials appropriate for collection, procedures for disposing of bulky items, appliances, freon-containing appliances and yard waste, complaints, holiday schedule and any other information that explains how the **"Solid Waste Collection and Disposal and Curbside Recycling Services"** will be provided.

In addition, the Contractor will also educate residents at its expense to insure as much participation as possible as follows, distribution of ALL waste disposal guidelines in the form of a company website or publication in local newspapers (Royalton Recorder, Sun News (*Sun Star Courier-North Royalton*), and The Post). City must approve all materials prior to distribution.

At the City's request, the Contractor shall participate in up to two (2) community meetings to educate residents on the Solid Waste Collection and Disposal and Curbside Recycling Services, prior to May 1, 2024. The

Contractor must make a presentation to residents and provide an equipment demonstration as part of these community meetings.

7. Customer Service and Notification

The Contractor will maintain a local office, local phone number, and email address to receive and respond to resident questions or complaints. The office and email must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days.

All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate, and if such allegation is verified, will arrange for collection within twenty-four (24) to forty-eight (48) hours after the complaint is received.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste and Recycling Services includes all direct and indirect costs including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of February, 2024.

Option 2: Semi-Automated Collection Method by manually collecting Solid Waste and providing one 64-Gallon Cart for Recyclable Materials	
Contract Year	Price per Residential Unit per month to collect Solid Waste and Recyclable Materials <u>WEEKLY</u>
Year 1 5/1/24 – 4/30/25	\$14.60
Year 2 5/1/25 – 4/30/26	\$15.33
Year 3 5/1/26 – 4/30/27	\$16.10
Year 4 5/1/27 – 4/30/28	\$16.91
Year 5 5/1/28 – 4/30/29	\$17.76
Option Year 1 5/1/29 –4/30/30	\$18.65
Option Year 2 5/1/30 –4/30/31	\$19.58

Waste Disposal	
Contract Year	Total price per ton to dispose of solid waste, including but not limited to all local, county and state fees, and environment fees*
Year 1 5/1/24 – 4/30/25	\$50.35
Year 2 5/1/25 – 4/30/26	\$51.99
Year 3 5/1/26 – 4/30/27	\$53.68
Year 4 5/1/27 – 4/30/28	\$55.42
Year 5 5/1/28 – 4/30/29	\$57.22
Option Year 1 5/1/29 –4/30/30	\$59.08

Option Year 2 5/1/30 –4/30/31	\$61.00
<i>*The per ton total must include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio.</i>	

Price for Additional Cart	
Indicate the price to be charged if a resident requests an additional cart per Section II. A. 2a. and 2b.	
Solid Waste Cart	Recycle Cart
\$3.50	\$3.50

2. Basis and method of payment

For collection and disposal service required to be performed, it shall not exceed the rates fixed by the Contract Documents. Monthly billing to the City of North Royalton.

The Contractor may petition the City and the City may petition the Contractor at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances or regulations, change in location of disposal sites, change in cost of fuel, and increase or decrease in the number of Residential Units as set forth in Section IV of the General specifications.

The City will be NEGOTIABLE with the Contractor on any uncontrollable costs which are mandated by federal, state, or local government agency during the term of this agreement.

3. Record Keeping

a. Monthly Reports and Annual Report

The Contractor shall submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month-by-month collection accounting of the tonnage of Solid Waste collected and disposed and a month-by-month accounting of all Recyclable Materials collected and recycled.

b. Access to Contractor Records

The City may request to review or obtain copies of documents supporting the charges in an invoice from the contractor. This would include, but is not limited to, weight tickets.

c. Carts

The contractor will maintain an accurate list of the total Solid Waste and Recycling carts, and sizes of each. The City may request a copy of the list.

4. Billing Service and Payment

The Contractor will invoice the City for services rendered at the close of each month and the City will use best efforts to pay the Contractor on or before the 10th day after the City's receipt of the invoice.

5. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract. The established base price of diesel fuel is \$3.961 per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of \$3.961 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above or below the base price. If the increase or decrease is within a range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. The Fuel adjustment formula will continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table.

Fuel Adjustment Table	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.60 - \$2.69	- 2.00%
\$2.70 - \$2.79	- 1.50%
\$2.80 - \$2.89	- 1.00%
\$2.90 - \$2.99	- 0.50%
\$3.00 - \$3.09	Sample Base Price
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

The Contractor, after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will upon written request from City provide City with original copies of the policies and all endorsements to any such policies. The City shall be named as an additional insured on all insurance policies required under these Specifications, and Contractor shall provide written confirmation thereof from its insurer.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$5,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract. The pollution legal liability coverage should address both the transport and disposal of matter collected during the performance of the services provided pursuant to this Agreement.
Property	Contractor will purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City will in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnity") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any City Indemnity may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any City Indemnity will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, 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 there from; and to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnity will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

ARTICLE VII - PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents.

2. Performance

- A. The work shall be accomplished in such a manner so as not to create any nuisance. If at any time rubbish is not collected on the regularly scheduled day, the Contractor shall notify the Service Director as to the reason and the anticipated length of such delay. If at any time the Contractor fails to maintain the regular collection schedule for a period of two (2) days, the City may at its sole discretion provide for the collection of such refuse as it may determine. Cost of such collection shall be at the expense of the Contractor. The Contractor shall, upon request from the Service Director, immediately adjust any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the ruling of the Service Director shall be binding upon all parties.
- B. Should any default be made in any of the agreements herein on the part of the Contractor, the City reserves the right to rescind this Contract and terminate the same by giving ten (10) days' notice in writing to the Contractor of the intention of the City Council to do so, which shall state the cause of the said default. After ten (10) days, the City will give the Contractor a hearing, and after the hearing thereof, the determination of the City shall be absolute and final. Upon the rescission of the said Contract, all rights of the Contractor in said Contract shall cease and terminate, and the City shall have the right to hold the Contractor and his surety liable for any and all extra damages that the City may suffer by virtue of the rescission of said Contract.
- C. This rescinding provision is made on account of the vital interest of the City in public health and welfare of the inhabitants which necessitates that this Contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a Contractor who would violate his Contract with the City would threaten the public health of the City of North Royalton.

Spills, either during collection or during the haul, are detrimental to the public health and therefore will not be permitted.

3. Contractor Breach: Opportunity to Cure and Termination

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a

substitute service provider to provide the Residential Solid Waste Collection, Disposal and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

ARTICLE VIII - MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties. If a conflict occurs between the Agreement, the Invitation to Bid, Bidder's Bid Forms and other attachments, the terms in the Agreement control over all other documents. The terms of the Invitation to Bid would control over the Bidder's Bid Forms and other attachments.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention Joseph Schoffstall, and to the City, attention Service Director, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

The Contractor shall conduct operations under this Contract in compliance with applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

8. Nondiscrimination\Wage and Hour Law

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin or other classifications in compliance with federal and state law. The Contractor shall comply with all federal and state wage and hour laws.

9. Licenses and Taxes

The Contractor shall obtain all licenses and permits as required to operate in the State of Ohio and pay all taxes as required by the appropriate taxing authority (federal, state and local).

10. Transferability of Contract

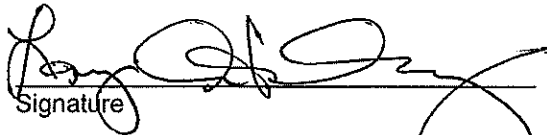
The Contractor shall not assign or sublet this Contract or any part thereof, without the written consent of the City of North Royalton, and in the event that such consent of the City of North Royalton not be obtained, the Contractor and its surety shall be liable for the faithful performance of this Contract for the remainder of the term.

11. Ownership

Title to Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from the customer's premises, whichever occurs last.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF NORTH ROYALTON


Signature

Larry Antoskiewicz
Printed Name

Mayor
Title

April 17, 2024
Date

CONTRACTOR – RUMPKE OF OHIO, INC

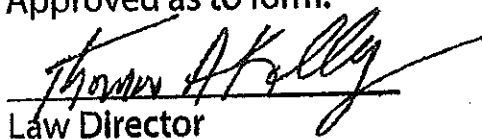

Signature

William J. Rumpke, Jr.
Printed Name

President
Title

4/15/24
Date

Approved as to form.


Law Director



Department
of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, William J. Rumpke, Jr.

(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

Rumpke of Ohio, Inc.

(Company Name)

for all hours worked on the

Contract for Residential Solid Waste Collection, Disposal and Recycling Services - North Royalton, Ohio

(Project name and location)

project, during the period from 5/1/24 to 4/30/29 are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this 15th day of April, 2024.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



City of North Royalton Service Department
Residential Solid Waste Collection, Disposal, and Recycling Services
Bidders Tabulation - Rumpke

Bid Opening on Monday, February 26, 2024 at 10:00 am
at North Royalton City Hall, 14600 State Rd

	Collection Price per Residential Unit per Month	Annual Collection Cost (based on 9,850 Residential Units)	Solid Waste Disposal Price per Ton	Annual Solid Waste Disposal Cost (based on 10,711 tons per year)	Total Annual Cost	Total Cost Per Residential Unit Per Month
Automated Collection of Solid Waste and Recyclable Materials WEEKLY						
Year 1 5/1/24 – 4/30/25	\$ 15.00	\$ 1,773,000.00	\$ 50.35	\$ 539,298.85	\$ 2,312,298.85	\$ 19.56
Year 2 5/1/25 – 4/30/26	\$ 15.75	\$ 1,881,650.00	\$ 51.99	\$ 556,864.89	\$ 2,418,514.89	\$ 20.46
Year 3 5/1/26 – 4/30/27	\$ 16.54	\$ 1,955,028.00	\$ 53.68	\$ 574,966.48	\$ 2,529,994.48	\$ 21.40
Year 4 5/1/27 – 4/30/28	\$ 17.37	\$ 2,053,134.00	\$ 55.42	\$ 593,603.62	\$ 2,646,737.62	\$ 22.39
Year 5 5/1/28 – 4/30/29	\$ 18.24	\$ 2,155,968.00	\$ 57.22	\$ 612,883.42	\$ 2,768,851.42	\$ 23.43
Option Year 1 5/1/29 – 4/30/30	\$ 19.15	\$ 2,263,530.00	\$ 59.08	\$ 632,805.88	\$ 2,896,335.88	\$ 24.50
Option Year 2 5/1/30 – 4/30/31	\$ 20.11	\$ 2,377,002.00	\$ 61.00	\$ 653,371.00	\$ 3,030,373.00	\$ 25.64
Total 5 Year Contract Price		\$ 9,798,780.00		\$ 2,877,617.26	\$ 12,676,397.26	

Automated Collection of Solid Waste WEEKLY and Recyclable Materials BI-WEEKLY						
Year 1 5/1/24 – 4/30/25	\$ 13.25	\$ 1,566,150.00	\$ 50.35	\$ 539,298.85	\$ 2,105,448.85	\$ 17.81
Year 2 5/1/25 – 4/30/26	\$ 13.91	\$ 1,644,162.00	\$ 51.99	\$ 556,864.89	\$ 2,201,026.89	\$ 18.62
Year 3 5/1/26 – 4/30/27	\$ 14.61	\$ 1,726,902.00	\$ 53.68	\$ 574,966.48	\$ 2,301,868.48	\$ 19.47
Year 4 5/1/27 – 4/30/28	\$ 15.34	\$ 1,813,188.00	\$ 55.42	\$ 593,603.62	\$ 2,406,791.62	\$ 20.36
Year 5 5/1/28 – 4/30/29	\$ 16.11	\$ 1,904,202.00	\$ 57.22	\$ 612,883.42	\$ 2,517,085.42	\$ 21.30
Option Year 1 5/1/29 – 4/30/30	\$ 16.92	\$ 1,999,944.00	\$ 59.08	\$ 632,805.88	\$ 2,632,749.88	\$ 22.27
Option Year 2 5/1/30 – 4/30/31	\$ 17.77	\$ 2,100,414.00	\$ 61.00	\$ 653,371.00	\$ 2,753,785.00	\$ 23.30
Total 5 Year Contract Price		\$ 8,654,604.00		\$ 2,877,617.26	\$ 11,532,221.26	

Manual Collection of Solid Waste and Automated Collection of Recyclable Materials WEEKLY						
Year 1 5/1/24 – 4/30/25	\$ 14.60	\$ 1,725,720.00	\$ 50.35	\$ 539,298.85	\$ 2,265,018.85	\$ 19.16
Year 2 5/1/25 – 4/30/26	\$ 15.33	\$ 1,812,006.00	\$ 51.99	\$ 556,864.89	\$ 2,368,870.89	\$ 20.04
Year 3 5/1/26 – 4/30/27	\$ 16.10	\$ 1,903,020.00	\$ 53.68	\$ 574,966.48	\$ 2,477,986.48	\$ 20.96
Year 4 5/1/27 – 4/30/28	\$ 16.91	\$ 1,998,762.00	\$ 55.42	\$ 593,603.62	\$ 2,592,365.62	\$ 21.93
Year 5 5/1/28 – 4/30/29	\$ 17.76	\$ 2,099,232.00	\$ 57.22	\$ 612,883.42	\$ 2,712,115.42	\$ 22.95
Option Year 1 5/1/29 – 4/30/30	\$ 18.65	\$ 2,204,430.00	\$ 59.08	\$ 632,805.88	\$ 2,837,235.88	\$ 24.00
Option Year 2 5/1/30 – 4/30/31	\$ 19.58	\$ 2,314,356.00	\$ 61.00	\$ 653,371.00	\$ 2,967,727.00	\$ 25.11
Total 5 Year Contract Price		\$ 9,538,740.00		\$ 2,877,617.26	\$ 12,416,357.26	

Manual Collection of Solid Waste WEEKLY and Automated Collection of Recyclable Materials BI-WEEKLY						
Year 1 5/1/24 – 4/30/25	\$ 12.75	\$ 1,507,050.00	\$ 50.35	\$ 539,298.85	\$ 2,046,348.85	\$ 17.31
Year 2 5/1/25 – 4/30/26	\$ 13.39	\$ 1,582,698.00	\$ 51.99	\$ 556,864.89	\$ 2,139,562.89	\$ 18.10
Year 3 5/1/26 – 4/30/27	\$ 14.06	\$ 1,661,892.00	\$ 53.68	\$ 574,966.48	\$ 2,236,858.48	\$ 18.92
Year 4 5/1/27 – 4/30/28	\$ 14.76	\$ 1,744,632.00	\$ 55.42	\$ 593,603.62	\$ 2,338,235.62	\$ 19.78
Year 5 5/1/28 – 4/30/29	\$ 15.50	\$ 1,832,100.00	\$ 57.22	\$ 612,883.42	\$ 2,444,983.42	\$ 20.69
Option Year 1 5/1/29 – 4/30/30	\$ 16.28	\$ 1,924,296.00	\$ 59.08	\$ 632,805.88	\$ 2,557,101.88	\$ 21.63
Option Year 2 5/1/30 – 4/30/31	\$ 17.09	\$ 2,020,038.00	\$ 61.00	\$ 653,371.00	\$ 2,673,409.00	\$ 22.62
Total 5 Year Contract Price		\$ 8,328,372.00		\$ 2,877,617.26	\$ 11,205,989.26	

City of North Royalton Service Department
Residential Solid Waste Collection, Disposal, and Recycling Services
Bidders Tabulation



Bid Opening on Monday, February 26, 2024 at 10:00 am
at North Royalton City Hall, 14600 State Rd

Option 1: Automated Collection Method by providing one 96-Gallon Wheeled Cart for Solid Waste and one 64-Gallon Wheeled Cart for Recyclable Materials				
Price per Residential Unit per Month to collect Solid Waste and Recyclable Materials <u>WEEKLY</u>				
Contract Year	Waste Management	Kimble	Rumpke	Republic
Year 1 5/1/24 – 4/30/25	No Bid	No Bid	\$ 15.00	No Bid
Year 2 5/1/25 – 4/30/26	No Bid	No Bid	\$ 15.75	No Bid
Year 3 5/1/26 – 4/30/27	No Bid	No Bid	\$ 16.54	No Bid
Year 4 5/1/27 – 4/30/28	No Bid	No Bid	\$ 17.37	No Bid
Year 5 5/1/28 – 4/30/29	No Bid	No Bid	\$ 18.24	No Bid
Option Year 1 5/1/29 – 4/30/30	No Bid	No Bid	\$ 19.15	No Bid
Option Year 2 5/1/30 – 4/30/31	No Bid	No Bid	\$ 20.11	No Bid
Price per Residential Unit per Month to collect Solid Waste <u>WEEKLY</u> and Recyclable Materials <u>BI-WEEKLY</u>				
Contract Year	Waste Management	Kimble	Rumpke	Republic
Year 1 5/1/24 – 4/30/25	No Bid	No Bid	\$ 13.25	No Bid
Year 2 5/1/25 – 4/30/26	No Bid	No Bid	\$ 13.91	No Bid
Year 3 5/1/26 – 4/30/27	No Bid	No Bid	\$ 14.61	No Bid
Year 4 5/1/27 – 4/30/28	No Bid	No Bid	\$ 15.34	No Bid
Year 5 5/1/28 – 4/30/29	No Bid	No Bid	\$ 16.11	No Bid
Option Year 1 5/1/29 – 4/30/30	No Bid	No Bid	\$ 16.92	No Bid
Option Year 2 5/1/30 – 4/30/31	No Bid	No Bid	\$ 17.77	No Bid

Option 2: Semi-Automated Collection Method by manually collecting Solid Waste and providing one 64-Gallon Cart for Recyclable Materials				
Price per Residential Unit per Month to collect Solid Waste and Recyclable Materials <u>WEEKLY</u>				
Contract Year	Waste Management	Kimble	Rumpke	Republic
Year 1 5/1/24 – 4/30/25	No Bid	No Bid	\$ 14.60	No Bid
Year 2 5/1/25 – 4/30/26	No Bid	No Bid	\$ 15.33	No Bid
Year 3 5/1/26 – 4/30/27	No Bid	No Bid	\$ 16.10	No Bid
Year 4 5/1/27 – 4/30/28	No Bid	No Bid	\$ 16.91	No Bid
Year 5 5/1/28 – 4/30/29	No Bid	No Bid	\$ 17.76	No Bid
Option Year 1 5/1/29 – 4/30/30	No Bid	No Bid	\$ 18.65	No Bid
Option Year 2 5/1/30 – 4/30/31	No Bid	No Bid	\$ 19.58	No Bid
Price per Residential Unit per Month to collect Solid Waste <u>WEEKLY</u> and Recyclable Materials <u>BI-WEEKLY</u>				
Contract Year	Waste Management	Kimble	Rumpke	Republic
Year 1 5/1/24 – 4/30/25	No Bid	No Bid	\$ 12.75	No Bid
Year 2 5/1/25 – 4/30/26	No Bid	No Bid	\$ 13.39	No Bid
Year 3 5/1/26 – 4/30/27	No Bid	No Bid	\$ 14.06	No Bid
Year 4 5/1/27 – 4/30/28	No Bid	No Bid	\$ 14.76	No Bid
Year 5 5/1/28 – 4/30/29	No Bid	No Bid	\$ 15.50	No Bid
Option Year 1 5/1/29 – 4/30/30	No Bid	No Bid	\$ 16.28	No Bid
Option Year 2 5/1/30 – 4/30/31	No Bid	No Bid	\$ 17.09	No Bid

Waste Disposal				
Price per Ton to dispose of Solid Waste				
Contract Year	Waste Management	Kimble	Rumpke	Republic
Year 1 5/1/24 – 4/30/25	No Bid	No Bid	\$ 50.35	No Bid
Year 2 5/1/25 – 4/30/26	No Bid	No Bid	\$ 51.99	No Bid
Year 3 5/1/26 – 4/30/27	No Bid	No Bid	\$ 53.68	No Bid
Year 4 5/1/27 – 4/30/28	No Bid	No Bid	\$ 55.42	No Bid
Year 5 5/1/28 – 4/30/29	No Bid	No Bid	\$ 57.22	No Bid
Option Year 1 5/1/29 – 4/30/30	No Bid	No Bid	\$ 59.08	No Bid
Option Year 2 5/1/30 – 4/30/31	No Bid	No Bid	\$ 61.00	No Bid

Price for Additional Cart				
	Waste Management	Kimble	Rumpke	Republic
Solid Waste Cart	No Bid	No Bid	\$ 3.50	No Bid
Recycle Cart	No Bid	No Bid	\$ 3.50	No Bid



City of North Royalton Service Department
Residential Solid Waste Collection, Disposal, and Recycling Services
Bid Analysis - 5 Year Cost

Bid Opening on Monday, February 26, 2024 at 10:00 am
at North Royalton City Hall, 14600 State Rd

	Automated Collection of Solid Waste and Recyclable Materials <u>WEEKLY</u>	Automated Collection of Solid Waste <u>WEEKLY</u> and Recyclable Materials <u>BI-WEEKLY</u>	Manual Collection of Solid Waste and Automated Collection of Recyclable Materials <u>WEEKLY</u>	Manual Collection of Solid Waste <u>WEEKLY</u> and Automated Collection of Recyclable Materials <u>BI-WEEKLY</u>
Waste Management	\$ -	\$ -	\$ -	\$ -
Kimble	\$ -	\$ -	\$ -	\$ -
Rumpke Waste	\$ 12,676,397.26	\$ 11,532,221.26	\$ 12,416,357.26	\$ 11,205,989.26
Republic	\$ -	\$ -	\$ -	\$ -

City of North Royalton Service Department
Residential Solid Waste Collection, Disposal, and Recycling Services
Bid Analysis - **Current Contract vs Bid**