

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2023, between the CITY OF KINGSLEY, a Home Rule City within the Commonwealth of Kentucky, hereinafter referred to as “City” and _____, hereinafter referred to as “Contractor”

WITNESSETH:

WHEREAS, the City is desirous of contracting for the collection of garbage, yard waste and recyclables within the said City, and

WHEREAS, Contractor is an independent contractor engaged in the business of the collection of garbage, yard waste, and recyclables, has the means and facilities to provide such services to said City, and has submitted the lowest and best bid in a public bidding process sponsored by the City.

NOW, THEREFORE, it is agreed as follows:

1. Definitions:

- a. “City” shall mean the City of Kingsley;
- b. “Contractor” shall mean the successful bidder referred to as “Contractor” in the heading hereof;
- c. “Yard Waste” shall mean “Yard Waste” as defined in Jefferson County Waste Management District Solid Waste Regulations and shall include those materials defined as such by the Jefferson County 109 Board and being those materials suitable for composting, and shall specifically include grass clippings, leaves, flower and vegetable plants, brush, branches, limbs and shrubbery trimmings. Limbs over six inches in diameter are not included. Christmas trees are to be collected but shall not contain any decorations or stands.
- d. “Yard Waste Season” shall mean January 1st through December 31st of each year, provided, however, Christmas trees shall be picked up by the Contractor whether within or outside of the Yard Waste Season.
- e. “Recyclables” or “Recyclable Materials” shall consist of aluminum cans, aluminum foil and foil food containers, tin and bi-metal food cans, steel food and aerosol cans, all plastic bottles (#1 through #7), glass bottles and jars, telephone books, office and computer paper, paperboard and beverage carrying cases, brown paper grocery bags, newsprint, magazines and catalogs, corrugated cardboard, (2’x2’ bundles), gift and cereal boxes.
- f. “Garbage Collection Services” shall mean the collection and proper disposal of household waste and garbage, but exclusive of Recyclable Collection and Yard Waste as defined in this Agreement, separately bid.
- g. “Recyclable Collection Services” shall mean the collection and proper disposal of recyclable materials as defined herein.
- h. “Yard Waste Collection Services” shall mean the collection and proper disposal of Yard Waste as defined herein. Thirty-two (32) gallon cans or less, plastic, and biodegradable bags are acceptable.
- i. “Subscription Yard Waste Collection Services” shall mean Yard Waste Collection Services contracted directly with the homeowner or resident and billed directly to the homeowner or resident.

2. Garbage collection shall be made one (1) time per week at each residence or parcel.

. If a regular scheduled collection day falls on or after a holiday, all collection days for the remainder of that week will be moved back one day. The following holidays will be observed by the Contractor with collection to be made up on the following workday:

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

3. Collection location at each residence or parcel for normal collection shall be at the curbside.
4. Normal garbage collection limit per pickup per residence or parcel shall be one ninety-six (96) gallon rolling container or equivalent, unless in a larger container approved by Contractor. However, if unusual circumstances such as moving in or out, cleaning out a basement or a garage or the like, warrant additional services on occasion, Contractor agrees to make these reasonable additional pickups, but these containers shall be placed at the curb for pickup along with containers typically stored in the rear. This extra service does not apply to scrap iron, concrete blocks, building materials, discarded appliances, or other heavy articles. A resident may make arrangements for removal of such articles with Contractor at a fair charge to be agreed upon between the resident and the Contractor. The maximum weight of any container shall be 50 pounds.
5. Residents shall be responsible for ensuring garbage units are reasonably able to be lifted by one person and are contained in units sufficient to hold its content weight. If any resident abuses these additional privileges, Contractor will not discuss it with the resident but will notify the City Commission or its designated representative, and the City will correct this immediately.
6. Contractor agrees to provide services for the removal of Christmas tree each year on the regular pickup schedule and there is to be no special preparation of Christmas trees for collection by the resident such as cutting them into certain lengths or tying them into bundles. The Christmas trees shall be placed at the curb.
7. Contractor agrees to provide the additional service of weekly curbside collection of "Yard Waste" during the Yard Waste Season to the entire City. The material collected shall not be taken to a sanitary landfill but shall be properly disposed of otherwise.
8. Normal collection hours shall be limited to the time beginning 7:00 A.M. and not after dark.
9. After pickup, all garbage cans or similar containers shall be returned to their collection site (curbside) with the lids replaced on all cans. Contractor agrees that garbage cans will be handled such that they are not damaged.
10. Contractor is not to climb fences or traverse across front or back yards to go from residence to residence without the consent of the property owner. Any damage resulting from Contractor's operation or personnel or vehicles shall be the full responsibility of the Contractor.
11. No sanitation vehicles with a gross vehicle weight in excess of 8,000 pounds shall enter upon any residential driveway or other private property without the written permission of the City and/or the owner of such property.
12. Contractor will furnish the City with Certificate of Insurance for Worker's Compensation insurance and general operations and liability insurance in an amount no less than \$1,000,000.00 property damage and \$1,000,000.00 liability, which certificates are hereby incorporated into this agreement. Contractor further agrees to indemnify, protect, and save the City harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgment and cost (including reasonable attorney's fees) which shall arise from or grow out of any injury to or death of persons and for damage to property occurring while such person or property are on, approaching or leaving the premises of the City or caused by, arising from or in any manner connected with the use of said vehicles within the boundaries of the City or otherwise arising out of the performance by Contractor of this Contract.
13. Upon request by the City, Contractor shall return to collect missed pickups on the next day,

provided such missed pickup was not the fault of the resident. Contractor agrees to maintain adequate telephone facilities in order to receive complaints direct from individual homes and the City and will keep the City advised of all such telephone numbers in use.

14. Any disagreement between any resident and personnel of Contractor shall be handled in the following manner:

a. Contractor's personnel are to comply with the wishes of the resident unless to do so would pose hazards, bodily harm, would be unlawful or clearly is beyond the scope of this agreement.

b. Contractor's personnel are immediately to report the incident to their superior, who in turn shall immediately notify the City Commission or the designated representative of the City Commission.

c. Contractor and such City representative will discuss and resolve the problem.

15. Contractor shall be deemed an independent contractor and not an employee of the City. Contractor shall use efficient, temperate, and honest employees. Contractor shall use modern and efficient equipment in the performance of this agreement and shall keep such equipment, including dumpsters, properly maintained, and painted. Residue such as hydraulic fluid shall not be left on the streets.

16. The Contractor shall have the responsibility of tabulating the number of occupied residences for purposes of billing or invoicing the City, which tabulation shall be specified on the invoice and subject to review and verification by the City's designee prior to payment.

17. a. In consideration of the above conditions and stipulations, the City agrees to pay monthly to the Contractor prior to end of the month after services are rendered and after receipt of invoice the following compensation:

July 1, 2023 through June 30, 2025:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

July 1, 2025 through June 30, 2027:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

July 1, 2023 through June 30, 2025:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside recyclables collection services (*Includes Kentucky Environmental Remediation Fee*).

July 1, 2025 through June 30, 2027:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside recyclables collection services (*Includes Kentucky Environmental Remediation Fee*).

July 1, 2023 through June 30, 2025:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside yard waste collection services (*Includes Kentucky Environmental Remediation Fee*).

July 1, 2025 through June 30, 2027:

175 ± units at \$_____ per unit or parcel per month for once weekly curbside yard waste collection services (*Includes Kentucky Environmental Remediation Fee*).

b. In the event any additional houses are constructed in the City after the commencement of this agreement, or annexed thereto, Contractor agrees to provide pickups in accordance with the terms of this agreement at the unit rates set out herein.

18. a. Services under this agreement shall commence on July 1, 2023.

b. Services under this agreement shall terminate on June 30, 2027.

19. Contractor shall have the sole responsibility of disposing of the refuse and garbage collected in an approved landfill and shall comply with all environmental laws and regulations, including but not limited to the Jefferson County Waste Management District Solid Waste Regulations. Yard Waste shall be disposed of by composting.

20. Contractor shall pick up recyclable materials in accordance with the accepted bid. The collection of Recyclables shall be at the curb in ninety-six (96) gallon rolling containers provided by Contractor to each unit or parcel and at no extra cost to the City. Contractor shall separate the materials and haul them to buyers of recyclable materials. This collection will be on a weekly basis unless otherwise agreed in writing, all in accordance with the accepted bid of the Contractor.

21. Sorting of recyclable materials shall be handled by Contractor. Recyclable items shall not be disposed of in any landfill.

22. The Contractor shall receive all the moneys, if any, received for all recyclable materials delivered to the buyers. The City or property owners shall have no responsibility for any processing fee charged by buyers.

23. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, action or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice in writing to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

24. The City reserves the right to cancel this Contract on thirty (30) days written notice should the collection service rendered by Contractor become substandard in the sole discretion of the City Commission, and then only after Contractor has been informed of any deficiency and given reasonable time to correct such deficiency. In the event of such cancellation based upon default by the Contractor, City reserves its right to damages. It is further the understanding, intention and agreement of the Contractor and the City that the bid specifications, including Attachment I and Attachment II, are incorporated by reference into this sanitation contract between the Contractor and the City and together shall be a contract for the collection and disposal of garbage, yard waste and recyclables and further that it shall not constitute a franchise, nor shall it be deemed or construed as such.

CONTRACTOR

By: _____

Print Name and Title: _____

Date: _____

CITY OF KINGSLEY

By: _____
Tom Schlindwein, Mayor

Date: _____

ATTEST:

Marilyn Whisler, City Clerk

Date: _____