

RESOLUTION 25 - 44, 2025
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO

**ACCEPTING BID AND AWARDING CONTRACT TO RUMPKE OF OHIO INC. FOR
2026-28 WASTE AND RECYCLABLE DISTRICT COLLECTION AND DISPOSAL
SERVICES; AUTHORIZING ADMINISTRATOR TO ENTER INTO CONTRACT WITH
RUMPKE OF OHIO, INC., AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of Trustees previously invited independent contractors to submit bids for the collection, transfer, recycling, and disposal of solid household wastes within the Township, and the Township provided due notice of such bid request as required by law, pursuant to proof of notice on file in the Fiscal Officer's office, for Columbia Township Waste and Recyclable Collection and Disposal Services, and

WHEREAS, Rumpke of Ohio, Inc., 10795 Hughes Road, Cincinnati, Ohio 45251, as the sole bidder, submitted a fixed-price bid for the initial three-year contract period and two optional one-year extensions as detailed below; the contract price is 21.43% higher than the previous contract:

2026-2027-2028	Fixed 3-year contract	\$1,092,906.00 (Avg. yearly \$364,302)
2029	Optional 1-year extension	\$382,418.64
2030	Optional 1-year extension	\$401,716.80
Total Five-Year Bid (Fixed + Optional)		\$1,877,041.44

WHEREAS, the Township Administrator recommends that the Trustees accept the Rumpke of Ohio fixed three-year bid and authorize the Administrator to enter into the attached Contract for waste and recyclable collection and disposal. The Contract shall take effect January 1, 2026 and expire December 31, 2028, with optional extensions for calendar years 2029 and 2030, unless sooner terminated, for any or no reason, by either party upon 60 days' written notice of termination to the other party.

WHEREAS, the Board of Trustees, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Columbia Township, Hamilton County, Ohio, that the bid of Rumpke of Ohio, Inc. is accepted upon the bidder's entering into a contract from January 1, 2026 through December 31, 2028 and giving bond in the sum of \$1,092,906.00 for the three-year period with sureties, to the acceptance of the Trustees; and

BE IT FURTHER RESOLVED, the Board of Trustees of Columbia Township authorizes the Administrator to enter into contract with Rumpke of Ohio, Inc. in the amount of \$1,092,906.00.

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

This Contract is between _____, hereinafter called "**Contractor**," and **Columbia Township**, 6904 Murray Avenue, Cincinnati, OH 45227 (Hamilton County), hereinafter called "**Township**."

In consideration of their mutual promises and the benefits to be obtained by each, the parties agree as follows:

SECTION 1

Contractor shall be the exclusive provider of the services for the curbside collection of residential trash collection, curbside recycling collection for Township households and commercial establishments required under this contract. The Contractor shall therefore provide the necessary vehicles, materials, and personnel, and shall collect, transport, process and dispose of all garbage, trash, refuse, recyclables and other waste from all households, offices, businesses, industrial plants, and public facilities in the township, in a safe and sanitary manner, in accordance with all applicable federal, state and local laws and regulations. This Contract shall not be construed to require Contractor to accept for collection, collect, transport or dispose of any waste defined as hazardous or infectious waste by applicable Ohio or federal law or regulations.

Waste collection from all establishments will be limited to six (6), twenty-seven (27) gallon containers or no more than fifty (50) pounds in weight in each container.

The Contractor shall include in the collection of waste material all appliances and furniture, including but not limited to dishwashers, stoves, washers, dryers, televisions, sofas, chairs and other furniture, water heaters, and mattresses; all refrigerators and air conditioners with CFCs removed and certification sticker and necessary documentation attached; lumber and building materials cut down to 4 foot lengths; household debris of miscellaneous items when properly bagged, boxed, or contained; and in general, collection of everything that is set out at the curb for collection, except rocks, concrete, bricks or other masonry items, tires, and stationary tubs.

Contractor shall use a tag system to notify residents of any problems with items set out for collection (i.e. item or can too heavy, hazardous waste, etc.)

Recyclables collected shall include, at a minimum: aluminum, bi-metal and steel cans; aerosol cans; glass bottles and jars; all plastic bottles and jugs (regardless of plastic number); newspaper, magazines, and mixed paper; phone books, brown grocery bags, clean pizza boxes and cardboard. Additional recyclable items may be collected as approved by the Contractor.

Contractor shall furnish either one 18-gallon recycling bin or one 65-gallon recycling cart (if requested by household). Contractor shall send mailer to each household explaining

CONTRACT

FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

SECTION 5

The Contractor agrees to comply with all federal and state statutes relating to liability and pollution insurance, Worker's Compensation, working hours, minimum wage, and provisions against discrimination throughout the life of the Contract.

SECTION 6

The Contractor shall furnish to the Township certificates from the Contractor's insurance companies, including the Ohio Industrial Commission, acceptable to the Township, proof that insurance has been issued to the Contractor, providing insurance as listed below. Such certificates shall state that the insurance companies will give the Contractor no less than thirty (30) days written notice prior to any cancellation or material change in such policies, which the Contractor shall notify the Township thirty (30) days prior to the same.

- A. The Contractor shall furnish two (2) unaltered copies of the official certificate of the Ohio Industrial Commission indicating that the premiums required under the Ohio Worker's Compensation Act have been paid. Copies shall be furnished to the Township at each renewal. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall annually furnish proof of such status to the Township.
- B. The Contractor shall furnish two (2) copies of comprehensive general liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence.
- C. The Contractor shall furnish two (2) copies covering umbrella excess liability insurance for no less than \$2,000,000 per occurrence for bodily injury and property damage.
- D. The Contractor shall furnish proof of a vehicle liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence covering the exposures of owned vehicles, non-owned vehicles, and hired vehicles with the Township listed as an additional insured.
- E. The Contractor shall name the Township as an additional insured on their general liability and umbrella policy and a \$5,000,000 environmental policy and shall provide a certificate of insurance to that effect prior to the start of services for the Township.

CONTRACT FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

SECTION 15

Contractor shall notify the Township, in writing, upon the occurrence of any of the following:

- Notice of Violation at the solid waste disposal facility chosen to comply with this Contract.
- Notice of Violation at material recovery facility chosen to comply with this Contract.
- Labor contract or strikes that will potentially affect this Contract.

SECTION 16

Failure by the Contractor to provide reports necessary for the Township to receive recycling grant funding from Hamilton County will result in the Contractor providing a credit to the Township in an amount equal to the average of the last two grant payments received.

SECTION 17

Subject to the approval of the Township trustees, Contractor may impose reasonable regulations on receptacles to be used by the premises served, treatment of especially large items, or of particular kinds or abnormally large amounts of waste, placement of waste for collection, security from animals, special collections, and other matters as necessary to promote efficiency, safety and sanitation.

SECTION 18

The Contractor shall not assign this Contract, or any interest therein, except with the prior consent of the Township.

SECTION 19

The Contractor shall submit a monthly bill to the Township Finance Director for compensation for the services provided herein, which shall not include any interest charge or late payment fee. The Township shall pay monthly to the Contractor for the performance of this Contract the amount set out and provided for in the Bid, appended thereto as Exhibit Contract A accepted and approved by resolution by the Columbia Township Board of Trustees on _____, 2025.

SECTION 20

The Contractor shall furnish the Township a copy of the Indemnification Bond fully indemnifying the Township from all damage suffered by failure to perform the Contract according to its terms.

SECTION 21

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) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, windstorms high water table, unusually severe weather), fires, quarantine,

CONTRACT
FOR WASTE AND RECYCLABLE COLLECTION AND DISPOSAL
IN COLUMBIA TOWNSHIP (HAMILTON CO.) OHIO

CONTRACTOR: [NAME]

COLUMBIA TOWNSHIP:

Signed: _____

Signed: _____
Mel Taylor

Title: _____

Title: Township Administrator

Witness: _____

Witness: _____

Date: _____

Date: _____

Fiscal Officer _____ Date _____

Caroline Heekin

Approved as to Form

Law Director _____ Date _____