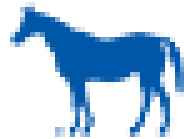




Bin Refurbishing Program

Prepared For



LEXINGTON

Proposal Summary & Agreement

Presented to

Mr. Samuel Lynch, Administrative Specialist Principal
City of Lexington, KY
675 Byrd Thurman Dr.
Lexington, KY 40510

September 2, 2025



Operations – Tel 830.734.6896

Administration – Tel 704.402.0980

Headquarters – 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211

Lexington, KY – Proposal for Waste Services

September 2, 2025

Mr. Samuel Lynch, Administrative Specialist Principal

City of Lexington, KY
675 Byrd Thurman Dr.
Lexington, KY 40510

Re: City of Lexington, KY Container Services

Dear Mr. Lynch:

Please find included herein for your review and consideration our *Proposal Summary & Agreement* and additional details surrounding waste services for the upcoming Lexington, KY project.

Please phone or write with any comments or questions or if anything contained herein needs further clarification. Thank you again, Samuel, for your support and confidence in our services. We're very grateful for the opportunity and are excited to potentially work with you and your team to provide a successful project together.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Mark Merhab', with a stylized, cursive script.

Mark Merhab
Vice President – General Manager

PROPOSAL SUMMARY & AGREEMENT

Bin Refurbishing Program Lexington, KY

Introduction

As part of its waste collection services, the Lexington-Fayette Urban County Government (the “City”) needs refurbishing of approximately 43 10YD containers currently located at the City’s staging yard. This has prompted the need for certain waste services, as outlined below. ContainerPros, LLC (“ContainerPros” or “CP”) provides these professional waste services.

Scope

◆ Bin Refurbishing

ContainerPros will provide crews and a forklift to refurbish approximately 43 10YD bins over a period of 5 working days beginning in September 2025. The scope of work includes:

- Removal of approximately 5 to 15 stickers per container prior to painting
- Bin prep and full repainting for some containers; others will receive prep and touch-up paint as needed
- Renumbering all containers
 - The City will be responsible for supplying all required materials, including primer, paint, and number templates

The City will provide a suitable work area(s) for staging (large, paved, and secure area) within the service area, that will adequately store the bins during the project timeframe. The staging yard will be located at 675 Byrd Thurman Dr. Lexington, KY 40510.

Refurbishment schedule is based on Monday through Friday, excluding Holidays, until all bins are completed. Yard operating window hours will be limited from 6AM to 5PM unless otherwise approved by the City.

Additional Requirements, Terms and Conditions

All work will be performed within the Lexington-Fayette Urban County Government limits.

ContainerPros may, at its own expense, use any employees or subcontractors as it deems necessary to perform the services required by this Agreement. The City may not control, direct, or supervise ContainerPros’ employees or subcontractors in the performance of those services.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ContainerPros and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement

will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement can be signed in counterpart and by electronic and/or facsimile signature(s).

Delay charges may be billed for additional delivery days and/or additional labor needed due to lack of inventory or anything outside of bid spec including but not limited to delays caused by the hauler and unsafe conditions. Any delay charges incurred must be presented, in writing, within five (5) working days of discovery with detail of the cause(s) and costs incurred.

Financial Framework

Unit & Estimated Total Costs

Unit & Total Estimated Costs			
Service	Estimated # of Units	Unit Cost	Projected Costs
Bin Refurbishment Per Bin (Services Include Removal Of Existing Stickers, Prep, Touch-Up Or Complete Repainting As Needed, And Renumbering Of Each Bin)	43	\$250.08	\$10,753.44
Forklift Equipment Fee	1	\$2,069.30	\$2,069.30
Net Estimated Total Cost			<u>\$12,822.74</u>

Terms

Services will be invoiced and paid as follows:

Amounts owed will be invoiced monthly and due within 45 days.

If in agreement with the specifications, terms and conditions described herein, please endorse here and email to jgray@wastequip.com:

For Lexington-Fayette Urban County Government:

Authorization: _____

Date: _____

Name: _____

Title: _____

For ContainerPros:

Authorization:

Date:

Name:

Title:

Disclaimer: ContainerPros has taken information provided by the City and/or their employees to provide the above prices. If there are any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%), the City will notify ContainerPros either via email or facsimile of the issues within 1 day of discovery. The above price may no longer be valid, and a pricing alignment meeting must be held within 48 hours of the notification.

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