

REQUEST FOR PROPOSALS
CITY OF SIKESTON
SOLID WASTE AND RECYCLING SERVICES
RFP #17-19
Issued: 3/8/2017

The City of Sikeston is requesting proposals for contractual solid waste services which encompass the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City of Sikeston beginning July 1, 2017. Request for Proposal packets may be picked up at City Hall beginning March 8, 2017.

Currently the City has twice per week solid waste curb side service divided into two geographic areas of the community. Recycling is offered through drop off service only at two sites in the community during limited hours of operation. Where alleys are present, solid waste is picked up along the alleys. There are no specific containers that must be used; however, municipal code does specify that solid waste must be put in a can or a bag. Current services also include solid waste service for numerous City of Sikeston locations for municipal use.

For the purposes of this Request for Proposals, rather than specifying the exact requirements and details of the above-mentioned items, the City is seeking the input of vendors as to what they would propose to best suit the City of Sikeston.

The City of Sikeston is interested in enhancing the cleanliness of the community and providing more recycling opportunities. Vendors shall propose their solutions and the associated costs for meeting those community goals. The following items must be addressed in each proposal:

- **Recycling:** The City will consider proposals regarding recycling drop off sites, curbside recycling, and/or other methods of recycling
- **Frequency of Pickup:** The City will consider proposals regarding the frequency of pickup of residential solid waste and recycling (if proposed). The proposed frequency of trash pickup may be variable depending on the frequency of recycling pickup (if proposed).
- **Containers:** The City will consider proposals regarding requirements for use of containers for residential solid waste and/or recycling. Proposals may address whether containers are required, the size, type, and other details about containers, and whether the containers would be provided by the bidder.
- **Alley Pickup:** The City will consider proposals regarding the continuation or discontinuation of residential solid waste pickup at the alley side of properties, where applicable.

- **Term of Contract:** Residential solid waste pickup under this contract shall begin on July 1, 2017. The City will consider proposals regarding the length of the contract term, and the start date(s) of any recycling services.
- Name of vendor, address, telephone number, email address, and web address.
- History and qualifications of vendor.

To be considered, four (4) hard copies and one pdf copy of the vendor's proposal must be received at the City of Sikeston, Office of the City Clerk, Attention: RFQ #17-19, 105 E. Center St., Sikeston, MO 63801 no later than 3:00 pm (CST) on Friday, March 31, 2017. Faxes, electronic submittals, and late submittals will not be accepted. For more information, please send an email to publicworks@sikeston.org or call Angie Keller, Public Works Administrative Assistant at 573-471-2512.

Submittals must include an executed non-kickback and non-collusion agreement on the form provided with this request for proposals. (See Attached Form) Failure to submit this fully executed agreement will result in rejection of the vendor's proposal.

Following a review of the proposals received, the Sikeston City Council intends to award a contract at the April 24, 2017 City Council Meeting to be held at 11:30 am at City Hall.

GENERAL PROVISIONS

- 1) The City of Sikeston is not responsible for any costs associated with the preparation of this information. The City reserves the right to reject any informalities and to accept or reject all or any part of the proposals.
- 2) Prior to contract award, the successful vendor must enroll in the federal E-Verify Program for Employment Verification. This is an on-line program which can be accessed at: e-verify.uscis.gov/enroll/. The successful vendor must provide the City of Sikeston a copy of the 2 page Memorandum of Understanding which includes an electronic signature page.
- 3) An unexecuted copy of the previous solid waste contract used by the City of Sikeston is attached as a sample for reference. Please take note of the municipal service breakdown (Exhibit 2) and the bonding requirements (Section 7). These will still be required with this contract and should be considered with your proposal.
- 4) Do not include Federal Excise Tax, Sales Tax, or Use Tax in the proposal. The City of Sikeston is exempt by law.

- 5) The City of Sikeston reserves the right to accept the lowest and best proposal for services.
- 6) The successful vendor shall post all applicable bonds, licenses, and insurance as required by the City of Sikeston, including obtaining a City Business License.
- 7) The successful vendor shall provide any and all applicable warranty information for the service and/or product.
- 8) For use in preparing a proposal, there are approximately 5,953 different residential accounts utilizing municipal utilities.
- 9) Proposals submitted in response to this request must carry the signature of the vendor. By signing, the vendor acknowledges their full knowledge of, and agreement with the general provisions and requirements of this request for proposal.
- 10) Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
- 11) The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the vendor fails to satisfactorily convince the City that they are properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.
- 12) When determining the successful vendor, the City reserves the right to apply up to a five (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.

An electronic copy of this request can be found at www.sikeston.org.

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this 1st day of January, 2013, by and between the parties, to-wit: the City of Sikeston, Missouri, a Municipal Corporation organized under the provisions of Chapter 78 of RSMo, hereinafter referred to as "CITY" and [REDACTED], Inc., hereinafter referred to as "CONTRACTOR", to provide for the collection, transportation and disposal of residential and public property solid waste materials within the corporate limits of the City.

WITNESSETH:

In consideration of the promises, payments, covenants and agreements contained herein, the value and adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually enter into this agreement, upon the following terms and conditions:

SECTION ONE: DEFINITIONS

For purposes of this agreement the following words or terms shall have the indicated meanings:

- A. "Battery" or "Lead-acid Battery", a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and water craft;
- B. "Bulky Rubbish", all non-putrescible, non-liquid solid wastes, whether combustible or non-combustible, which are either too large or too heavy to be safely and conveniently loaded into vehicles designed for solid waste collection (packer trucks) without additional loading equipment and/or manpower;
- C. "City Manager" or "Manager", shall be the City Manager for the City of Sikeston, Missouri;
- D. "Clean Fill", uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal, and inert solids as approved by rule or policy of the Department of Natural Resources, for fill, reclamation or other beneficial use;
- E. "Collection", the pick-up and removal of all waste materials as specified herein, in a manner and by a method that fully contains all such materials to be delivered to the disposal site, both in loading and transportation phases of the operation;
- F. "Commercial Waste Generating Unit", any location or place where business is or could be conducted or any dwelling unit under one roof containing five (5) or more individual residences or any grouping of five (5) or more individual dwelling units offered for rent, regardless of length of stay, operated by any person(s), firm or corporation in the normal pursuit of profit or revenue generation;

- G. "Council", shall be the City Council for the City of Sikeston, Missouri;
- H. "Construction and Demolition Waste", those waste products generated by either construction or demolition activities, of any nature including construction materials, brush, wood wastes, solid rock, concrete and other like inert solids which are insoluble in water;
- I. "Demolition Landfill", a solid waste disposal area used for the controlled disposal of demolition wastes, construction materials, brush, wood wastes, soil, rock, concrete and inert solids insoluble in water;
- J. "Department" or "DNR", the State of Missouri Department of Natural Resources;
- K. "Disposal", the delivery of solid waste to any appropriate site designed, permitted or licensed by the appropriate state agency(ies), including but not necessarily limited to incineration, composting, recycling, baling, shredding, salvaging, compacting, landfill and/or other facility;
- L. "Dwelling Unit", any room or group of rooms within or on any premises and forming a single habitable unit with facilities which are used or intended to be used as a domicile, which may or may not include living, sleeping, cooking and eating. A dwelling unit shall be presumed to be occupied and the owner or tenant thereof shall pay the solid waste removal charge herein provided for so long as electric, water, or sewer service is provided to the premises by the Board of Municipal Utilities of the City of Sikeston, unless waived by the contractor;
- M. "EPA", the Environmental Protection Agency of the United States Government;
- N. "Garbage", waste which includes any of the following: putrescible animal, vegetable or mineral wastes resulting from the handling, preparation, cooking, serving, storage or consumption of food or paper, packaging and other like items which result from routine household living activities;
- O. "Hazardous Wastes", include but may not be limited to explosive wastes, corrosive or caustic wastes, flammable wastes, pesticide wastes, herbicide wastes, toxic wastes, radioactive materials or containers or any other material or container so designated by EPA or DNR regulations;
- P. "Infectious Wastes", waste in quantities and characteristics as determined by DNR by rule, including medical isolation wastes, cultures and stocks of etiologic agents, blood and blood products, pathological wastes, other wastes;
- Q. "Major Appliance", clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers;

- R. "Occupant, Resident or Customer", any person who alone or jointly or severally with others, shall be in the actual possession of any dwelling unit or any other improved real property, either as owner or tenant receiving solid waste services;
- S. "Person", any individual, partnership, corporation, association, institution, city, county, other political subdivision, authority, state agency or institution or federal agency or institution;
- T. "Recovered Materials", those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing;
- U. "Recycling", the separation and reuse of materials which might otherwise be disposed of as solid waste;
- V. "Resource Recovery", a process by which recyclable and recoverable material is removed from the waste stream to the greatest extent possible, as determined by DNR and pursuant to DNR standards, for reuse or remanufacture;
- W. "Sanitary Landfill", a solid waste disposal area, licensed and permitted by the State of Missouri, which accepts commercial and residential solid waste;
- X. "Sharps", a term applied to needles and other dangerous implements in the medical care industry;
- Y. "Solid Waste", garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but excluding hazardous or infectious waste as defined herein, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting;
- Z. "Solid Waste Management", the entire composite solid waste system of storage, collection, transportation, processing and disposal of any waste;
- AA. "Solid Waste Processing Facility", any facility where solid waste is salvaged and processed, including:
1. A compost plant or transfer station; or
 2. An incinerator which operates with or without energy recovery;
- BB. "Storage", keeping, maintaining, storing, and depositing for collection of solid waste from its time of production until its time of collection;
- CC. "Tire", a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle, trailer or wheels of other machinery;

- DD. "Transportation", the conveying of waste(s) or material(s) collected to an approved disposal site or processing facility, in a legal manner, with proper containment by truck or other appropriate vehicle;
- EE. "Utility Waste Landfill", a solid waste disposal area used for fly ash waste, bottom ash waste, slag waste and flue gas emission control waste, generated primarily from the combustion of coal or other fossil fuels;
- FF. "Waste Tire", a tire that is no longer suitable for its original intended purpose because of wear, damage or defect;
- GG. "Yard Waste", leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

SECTION TWO: TERM

The term of this agreement shall commence January 1, 2013 at 12:01 A.M. and expire December 31, 2016 at 12:00 P.M.

SECTION THREE: SCOPE OF SERVICE

A. PRIVATE "DWELLING UNITS" SERVICE:

1. During the term of this agreement the Contractor shall, no less frequently than twice weekly, remove from each occupied dwelling unit, excepting those defined as "Commercial Units" herein, within the City all garbage and solid waste, with the following limitations and restrictions:

Garbage and solid waste to be removed at each collection shall be limited to the contents of two (2) containers herein described, and no more than five (5) plastic bags or bundles as herein described (or any combination thereof), together with any container provided by the contractor to any occupied dwelling unit.
2. During the term of this agreement the contractor shall, two (2) times per year (one time in the spring and one time in the fall) remove from each occupied dwelling unit within the City, except those defined as "commercial units" herein, bulky rubbish such as may be appropriately placed for collection and removal by residents.
3. The collection routes and route schedules for regular twice weekly and spring and fall removals shall be as established in (Exhibit 1). "Collection Routes and Schedules" hereto attached, and such routes and schedules shall not be altered or changed except by written permission of the City Manager.

4. Storage of any waste between collections shall be the responsibility of the occupant of the premises, and said occupant shall likewise have the responsibility of making said waste available and accessible, either in alley or at curbside, for collection; with the following requirements and restrictions:
 - a. In containers designed for the purpose of waste containment and constructed of galvanized metal, rubber, fiberglass or non-brittle polypropylene which containers shall have tight fitting lids of the same or like material.
 - b. In containers not exceeding forty (40) gallons or seventy five (75) pounds loaded gross weight and having handles, bails or other appropriate lifting devices and which shall be leak-proof.
 - c. No yard waste (i.e. tree limbs, clippings or grass) will be removed.
 - d. Plastic bags: In tied or sealed plastic bags manufactured for solid waste containment which do not exceed fifty (50) pounds in weight and do not leak.
5. Solid waste containers, bags or bundles not meeting the standards of this section, shall not be required to be collected provided said container(s) is/are tagged with an appropriate tag to be furnished by CONTRACTOR on a form approved by the City Manager, explaining the container's deficiency and identifying a complaint contact person within the contractor's organization.
6. Plastic bags and/or bundles shall not be required to be collected if they do not comply with the provisions of this section, provided they are tagged for deficiency.
7. Deviations: Nothing in this agreement shall be interpreted to prohibit the contractor or any licensed and permitted solid waste service and any occupant or resident from entering into an agreement whereby the contractor shall pickup and remove any waste material that does not comply with the requirements of these provisions with reference to kind of waste or containers; provided only that the consideration to be charged and received for said service shall be fair and reasonable as provided for in Section Five (5).
8. The collection, transportation and disposal of infectious waste in any quantity or significant amounts of hazardous wastes, as may be defined by DNR or EPA, shall not be required nor authorized under the provisions of this contract.
9. The collection of any waste containing fire or embers shall not be required nor authorized under the provisions of this contract.
10. Upon each regular twice weekly collection and semiannual bulk collection the CONTRACTOR shall clean up all spillage caused by his collection or handling and

place it in the collection vehicle.

11. Construction and demolition wastes shall not be covered by the provisions of this agreement.
12. CONTRACTOR shall daily, excepting for non-service days, City holidays, Saturdays and Sundays, contact City Hall to inquire about complaints concerning its service or "missed" householders. Such complaints shall be remedied by the close of the following business day.
13. CONTRACTOR shall establish and maintain within the City, at a location consented to by the City Manager, a collection facility to which city residents may bring separated, recyclable solid waste, of kinds and in the form and description as follows:
 - a. Newspapers flattened, dry and with no strings.
 - b. Used oil under five (5) gallons.
 - c. Aluminum cans.
 - d. Plastic bottles empty, rinsed and with all caps and lids removed.
 - e. Glass bottles empty, rinsed and with all caps and lids removed.

Said recycling station shall be "open" for receipt of described waste no less than eight (8) hours per week.

The contractor shall report on a monthly basis the itemized weight of recyclables received.

B. MUNICIPAL SOLID WASTE:

1. The CONTRACTOR shall collect and remove, without further consideration than the granting of the instant contract and the benefits derived there from, all waste generated by the CITY in its municipal undertakings, regularly on a twice weekly basis (at the times the neighborhood in which the facility is located is "collected") and such additional, non-scheduled times as said service may be requested by the City Manager or a department supervisor of the City, in and from all parks, municipal buildings, police and fire stations, public works buildings and shops and including, but not limited to, those locations in Exhibit 2 hereof and such other facilities as may be added during the term hereof by the CITY. Requested non-scheduled pickups from parks and other municipal facilities shall be effected within ten (10) hours after a request for said service.
2. The waste from such places and buildings shall be placed in containers to be furnished by the CONTRACTOR in such numbers and kinds as shall be reasonably

requested by the CITY at no charge. The initial description and locations of said containers, which are to be furnished by CONTRACTOR without cost, are identified in Exhibit 2 hereto attached.

3. The deletion of material and wastes to be collected from the CITY facilities which are enumerated in Section Five (5) hereof shall apply at the same times and cover the same kinds of waste therein set out, excepting that the CONTRACTOR shall remove and dispose of such enumerated items as shall be left or dropped off in the parks or public places identified in Exhibit Two by third persons. The intent of this subsection is not to require the CONTRACTOR to remove the items and material (after the indicated times) identified in Section Five (5) hereof which are generated or produced by the CITY, its staff or its own services except by separate independent agreement for which the CONTRACTOR will be paid, but to remove and dispose of the items enumerated in Section Five (5) unlawfully left in said public places by persons circumventing the ordinances of the City which relate to waste.

C. ALL COLLECTED WASTE:

No solid waste which has been collected from occupied dwelling units or public places by the contractor shall be kept, stored or maintained within the City Limits of the CITY beyond 10:00 P.M. on the day it was collected. All trash collected from Private Dwelling Units and Municipal Solid Waste shall be removed to a licensed landfill or other approved DNR site.

D. OTHER SERVICES:

Contractor will also provide per contract year the following at no additional charge:

1. Upon 30 days advance notice from the CITY, twenty (20) thirty (30) yard roll off boxes and two (2) forty (40) yard roll off boxes at the CITY Compost area. Said use shall be for Sikeston residents only. All white goods shall be placed in the forty (40) yard boxes and all other household items shall be placed in the thirty (30) yard containers.
2. The area, when open, shall be manned by CITY employees. Items must be placed in the containers and all containers must be level.
3. The items may include, but are limited to, washers, dryers, microwaves, refrigerators, hot water heaters, commodes and household furniture. Any refrigerator must have the compressor removed.
4. Specifically excluded are hazardous waste, yard waste, construction or demolition waste and tires. Also excluded are commercial entities of any type as the above applies to residential households.

SECTION FOUR:

GENERAL EXCEPTIONS TO SCOPE OF SERVICE

The contractor's scope of service to private occupied dwelling units shall specifically exclude collections and removal of any waste not generated within or upon the premises of the occupied dwelling unit and shall specifically exclude construction and demolition waste, infectious waste, significant amounts of hazardous waste, demolition waste and any burning or smoldering waste.

SECTION FIVE: APPROVAL OF INDEPENDENT CONTRACTING SERVICES

Upon request and by mutual agreement with individual occupant(s) and for reasonable additional fee(s), the CONTRACTOR shall provide additional, specialized or custom collection services for aged, handicapped or infirm occupants, provided;

1. Any such additional service or fee, including billing and collection, shall be exclusively between CONTRACTOR and occupant; and
2. Said service and fee(s) are non-discriminatory between classes of occupants; and
3. Said service and fee(s) are approved by the CITY and a current service/fee schedule is provided to the CITY. CITY approval of the provisions of this section shall be restricted to the reasonableness of the proposed fee for the type of service requested or offered.

SECTION SIX: UNDERTAKINGS AND COVENANTS OF CONTRACTOR

- A. To provide all facilities, equipment, personnel and supervision as may be required to satisfactorily accomplish the provisions of this agreement, including:
 1. Maintaining all collection equipment vehicles in a safe, clean and sanitary condition, and
 2. Said vehicles and equipment shall be so constructed, maintained and operated as to prevent spillage of solid waste there from, and
 3. Said vehicles and equipment shall be constructed with liquid-tight and water-tight bodies and covers which shall be an integral part of the vehicle.
 4. Said covers only may be a separate cover of suitable material with fasteners designed and used to secure the top and sides of the vehicle bed and capable of preventing spillage or load loss from normal operational procedures.
- B. Pay all expenses incidental to the performance of the obligations and provisions of this agreement, including but not limited to, employee payroll and benefits, equipment purchase,

equipment maintenance and operation, bond(s), insurance(s), license(s), taxes, tipping or other disposal fee(s) and surcharge(s); including the charges, if any, for governmental permits and licenses.

- C. Be licensed to conduct business within the CITY.

SECTION SEVEN: BONDING & INSURANCE

During the term of this contract, the CONTRACTOR, at his own expense shall obtain and maintain good and sufficient performance bond(s) and general liability insurance, from reputable surety and insurance company(ies) duly licensed to conduct business within the State of Missouri, which companies shall be acceptable to the City; said acceptance not being unreasonably withheld. Current certified copies of all such bond(s) and insurance policies as required herein shall be delivered to the office of the City Clerk no later than fifteen (15) days prior to the effective date of this contract or renewal thereof and current updated certificates shall thereafter be furnished to said officer throughout the term of this agreement.

- A. Bond(s) and insurance provided for herein shall contain a stipulation that notice of intent to reduce, modify or cancel any such bond(s) or insurance must be received by the CITY at least ninety (90) days prior to the effective date of such action, said notice requirements shall be deemed fulfilled upon personal service and acknowledgment or upon receipt by certified mail. The ninety (90) day notice shall be deemed to commence from the date of receipt, by the CITY.
- B. Performance and indemnity bond(s) shall name the CITY as a beneficiary or payee and shall:
 - 1. Contain specific and satisfactory provisions as may be determined by the CITY, for the calling and forfeiture of said bonds by the CITY for non-performance or unsatisfactory performance of the provisions of this contract, including but not necessarily limited to:
 - a. Frequent or routine failure to provide the service(s) as herein agreed, for any reason, excepting impossibility and performance.
 - b. Failure or refusal to comply with Federal, State or Local laws, rules or regulations or the provisions of this agreement.
 - 2. Be in an amount equal to twenty percent (20%) of the estimated value of each year's contract price but shall not exceed one hundred thousand dollars (\$100,000.00) whichever is less. The performance bond forfeiture hereby provided is acknowledged to be liquidated damages, actual damages being incapable of assessment.
 - 3. In the event of a breach of this contract, or duties or covenants hereby imposes and

undertaken on the part of the CONTRACTOR, the CITY shall give the CONTRACTOR written notice thereof as provided for in Paragraph 7 of Section Ten (10) hereof; and if such breach, default or non-performance is not remedied within five (5) days of said notice, the CITY may declare this contract canceled and make demand on the performance bonding company and immediately contract with another contractor to provide the services which are the subject hereof.

- C. All insurance policies herein provided for shall name the CITY as co-insured except as otherwise may be specified and shall:
1. Provide coverage's for "Premises and Operation Liability" or "Combined Single Limits Business Liability" with the following minimum limits of coverage:
 - a. Premises and Operations Liability of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars (\$2,000,000.00) property damage; or
 - b. Combined Single Limits Business Liability with the same general items of protection and two million dollar (\$2,000,000.00) coverage.
 2. Provide coverage for "Motor Vehicles" and equipment operated over public ways with minimum limits of two million dollars (\$2,000,000.00) bodily injury per person; two million dollars (\$2,000,000.00) multiple injury or aggregate; two million dollars (\$2,000,000.00) property damage.
 3. Provide such workers' compensation and unemployment compensation as may be required by Missouri Law, said insurance need not include the CITY as co-insured unless and except workers' compensation when and in the event CITY employees may provide or accomplish work for the CONTRACTOR, under the provisions of this contract.
 4. Fully indemnify and save the CITY harmless from any and all loss, claim, judgment, cost or expense (including attorney's fees and expenses of defending suits or claims) made by the CONTRACTOR, the CONTRACTOR'S employees or agents or third persons asserting any claim growing out of or allegedly growing out of the CONTRACTOR'S performance of the duties imposed upon it by this agreement or the contractual relationship existing between the parties.

SECTION EIGHT: PAYMENT FOR SERVICES

- A. The CONTRACTOR shall receive throughout the term of this agreement as its sole payment for the services and duties herein enumerated (both private occupied dwelling units and municipal) the payment provided for in (Exhibit 3) hereto (as said charge shall be altered or amended from time to time to reflect any agreed to surcharge attached and made a part of this agreement), per occupied dwelling unit per month; which said sum is hereinafter referred to

as the "Contractor's Household Waste Charge". The CITY has contracted with the Board of Municipal Utilities of the City of Sikeston (B.M.U.) to bill and charge the "City Waste Service Charge" as said charge shall be altered or amended from time to time, to each occupied dwelling unit within the CITY on a monthly basis, a fee for solid waste service which shall include the "Contractor's Household Waste Charge" and the City's expenses and charges arising from solid waste service. As collections of solid waste charges collected by the B.M.U. are remitted to the CITY, the CITY shall, within ten (10) days of receipt of same, pay to the CONTRACTOR a portion of said collections which shall be calculated as follows: the total amount received by the CITY shall be multiplied by a fraction the numerator of which shall be the Contractor's Household Waste Charge (Exhibit 3) and the denominator of which shall be the City Waste Service Charge (Exhibit 3).

- B. Notwithstanding any contained in the Contract, it is agreed by and between CITY and CONTRACTOR that if, on the third Tuesday of any calendar month, the Weekly Retail On-Highway Diesel Prices for the Midwest Region, as published for said date or the nearest business day on which said prices are published by the Energy Information Administration of the U.S. Department of Energy, shall be equal or greater than Three Dollars and Fifty Cents (\$3.50) per gallon, the Residential User Fee for services provided by CONTRACTOR during the calendar month which includes the date for which such fuel cost was published, shall be determined in accordance with Exhibit 5 attached hereto and incorporated herein by reference.

SECTION NINE: GENERAL CONDITIONS

- A. The CONTRACTOR shall remain a corporation in "good standing" in the office of the Secretary of State of the State of Missouri throughout the term of this agreement and shall suffer no forfeiture of its charter for any reason.
- B. The CONTRACTOR shall make regular collections on all days and legal holidays not falling on Sunday excepting those specified on Exhibit 4. The units not collected on the aforesaid holidays when it is on a regular collection day shall be collected the next regularly scheduled collection day.
- C. In the event that the CONTRACTOR shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the debtor in a proceeding in bankruptcy (including any proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act) and said proceeding not be dismissed within fifteen days of the filing of same, or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by CONTRACTOR for the benefit of its creditors, or the taking of its trucks, equipment, vehicles or other facilities used in connection with the performance of work under any execution against CONTRACTOR, in such events, CITY may at its option upon five days' written notice declare the CONTRACTOR to be in breach of his agreement and the CITY may terminate the agreement and declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other

remedies as may be permitted by law.

- D. This contract shall not be assignable or transferable by CONTRACTOR, nor shall any services be performed by a subcontractor for CONTRACTOR without the consent in writing of the CITY. In the event that the ownership of more than 25% of the corporate voting stock of the CONTRACTOR, if a corporation, shall be transferred or assigned during the term of this contract, such transfer or assignment may, at the CITY'S option be declared the equivalent of an assignment and a breach of this agreement entitling the CITY to terminate same and to damages under the CONTRACTOR's performance bond.
- E. In the event that the landfilling charge or "tippage fee" or any State or County mandated or charged tipping fee (into landfills) increases over that which CONTRACTOR is obligated to pay as of the date hereof the parties agree that the per dwelling unit monthly service charge shall be increased, pro rata, so as to reflect said increase. The parties shall confer and agree upon the dwelling unit increase in cost indicated by any such increase.
- F. In the event that the CONTRACTOR, in order to provide the services which are the subject hereof, must pay State or Federal license or permit fees which are greater than those presently in effect or presently provided for, or by reason of changes in the solid waste or landfill regulations of the State of Missouri, is required to have greater expense in the discharge of its duties hereunder the surcharge shall be subject to re-negotiation between the parties to include any such increase attributed to this contract.
- G. As new dwelling units are added or developed within the City Limits the CONTRACTOR shall provide the service under Section 3 hereof to said units.
- H. Notices required by the terms hereof to be given to a party shall be in writing and shall be either delivered to the person hereinafter named or described or delivered to the United States mails, postage pre-paid and certified for delivery to the person hereinafter named or described, to wit:

City:
City Manager
City of Sikeston, Missouri
105 E. Center
Sikeston, MO 63801

Contractor:


IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

CITY:

CONTRACTOR:

By:

ATTEST:

By:

EXHIBIT 1

COLLECTION ROUTES & SCHEDULES

(SEE ATTACHED MAP)

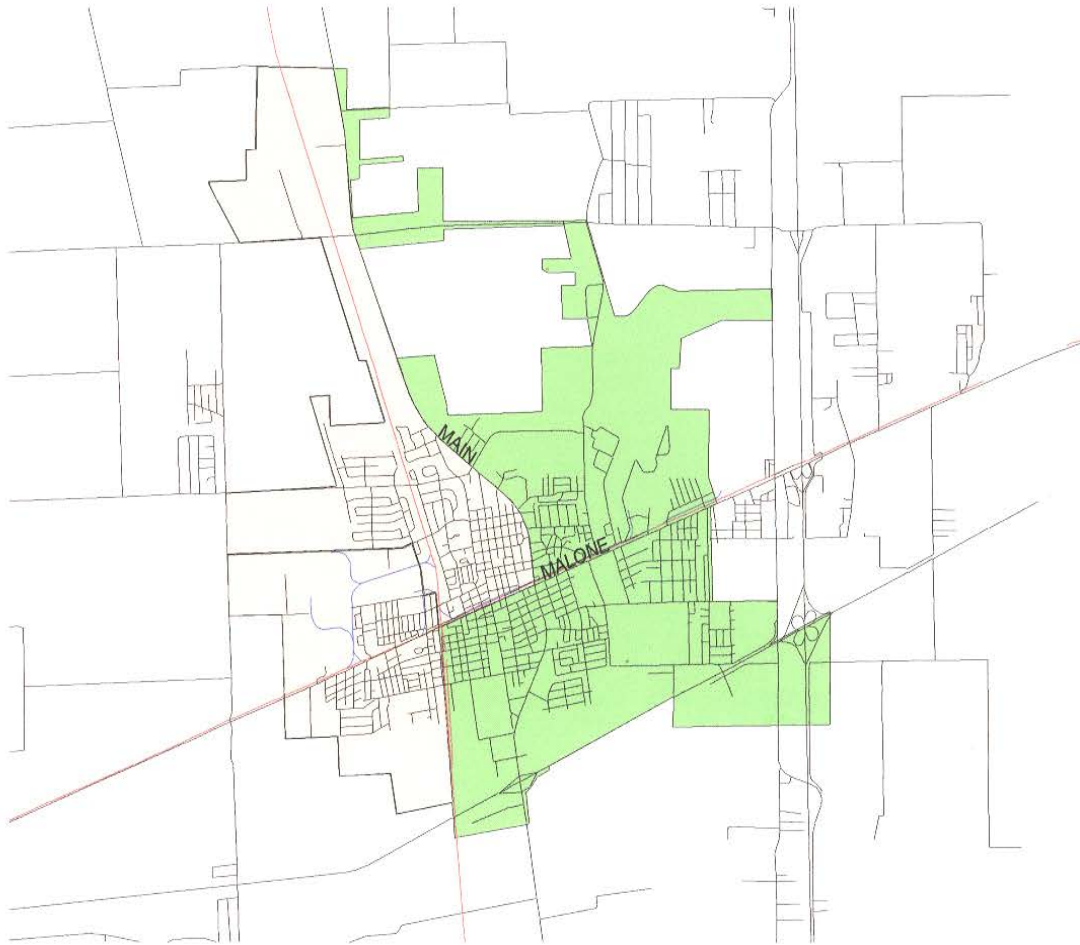
Monday & Thursday Collection

- Everything East of N. Main to Malone
Malone to BN RR then South to City Limits

Tuesday & Friday Collection

- Everything West of N. Main to Malone
Malone to BN RR then North to City Limits

Collection and Schedule



 Streets

 Tuesday and Friday

 Monday and Thursday

Railroad

 Missouri Pacific Railroad

 St Louis-San Francisco Railway



EXHIBIT 2

MUNICIPAL SERVICE

Listing & Location of Collection Facilities

To Be Furnished

<u>LOCATION</u>	<u>NUMBER OF CONTAINERS</u>	<u>CONTAINER SIZE</u>
Dudley Park	1	2 yard
Recreation Complex	5	2 yard
Roberta Rowe	1	2 yard
Clayton Park	1	2 yard
R.S. Matthews Park	1	2 yard
Central Park	1	2 yard
Clinton Building	1	2 yard
VFW Field	1	2 yard
Rotary Park	1	2 yard
Library*	2	40 gallon
Downtown Area*	8	40 gallon
Tanner Street Gym	1	2 yard
Public Safety	1	2 yard
City Municipal Building	1	2 yard
City Garage	1	4 yard
Animal Shelter	1	2 yard
Utility Warehouse	2	2 yard
Utility Office	1	2 yard
N. West St. Fire Station	1	2 yard
North Main Fire Station	1	2 yard
Ables Road Fire Station	1	2 yard
Airport Terminal	1	2 yard
Sewage Treatment Plant	1	2 yard
Power Plant	2	2 yard

* Cans furnished by owner

EXHIBIT 3

HOUSEHOLD WASTE CHARGE

CONTRACTOR'S HOUSEHOLD WASTE CHARGE

\$ [REDACTED] per month, per occupied dwelling unit.

CITY WASTE SERVICE CHARGE

The City shall cause each occupied dwelling unit to be charged the sum of \$ [REDACTED] per month.

AGREED UPON HOUSEHOLD WASTE CHARGE

The Subtotal per occupied dwelling unit will be \$ [REDACTED] per month.

EXHIBIT 4

DAYS EXCUSED FROM SOLID WASTE SERVICE

1. New Years Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

