

CITY OF JOPLIN COUNCIL AGENDA ITEM

ITEM

Council Bill 2022-125 Agreement between the City of Joplin and C & L Grease and Wastewater Services for Sludge Hauling On-Call Services.

MEETING DATE

June 20, 2022

ORIGINATING DEPT

Public Works/Operations

ATTACHMENTS

CB 2022-125 Ordinance; Agreement; Bid Form

REVIEWED BY

Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY

This Council Bill approves an agreement with C & L Grease and Wastewater Services for Sludge Hauling On-Call Services in the amount of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000).

BACKGROUND

Hauling liquid and dry bio-solids from the City's Wastewater Treatment Facilities (WWTFs) is an important activity, affecting a treatment facility's ability to maximize treatment of wastewater flows and to remain in compliance with its operating permit. Since February of 2019, both of the Equipment Operators listed in the FTE's of Wastewater Account have been vacant, leaving the City's WWTFs without CDL drivers to haul away sludge. So, because the positions were open, City staff bid out on-call sludge hauling in 2019. The annual amounts paid to the sludge hauler under that contract are as follows: \$112,500 (2019); \$111,795 (2020); \$102,570 (2021); and, \$51,938 (through 5/19/22).

Earlier this year, City staff needed to bid the contract again because of the on-going shortage of CDL drivers employed by the City. The project was advertised on January 21, 2022, and bids were opened on February 24, 2022, in accordance with the City of Joplin's procurement policies. C & L Grease and Wastewater Services was the only company to submit bids; they have been the City's on-call sludge hauler since 2019 and have provided reliable service to the City's needs. The recent sharp rise in fuel costs and inflation have resulted in a higher cost for the City to properly dispose of sludge. C&L's bid rate from their previous contract was \$0.0325/gal. but now is \$0.0425/gal., which results in a 31% increase.

FUNDING SOURCE

Wastewater Fund

RECOMMENDATION

Staff recommends approval of this Council Bill on 1st Reading.

City of Joplin

Bid Form

Description: On Call Sludge Hauling Services 2022

BASE BID PRICE per gallon \$ 0.0425

BASE BID PRICE Per Mile \$ NA

COMPANY C+L Grease and wastewater Services

ADDRESS 1140 E 1st St.

Carterville, MO 64835

SIGNATURE Kimwald

TELEPHONE 417-717-0587

MARK BID ENVELOPES" BID #2022-23 ON CALL SLUDGE HAULING SERVICES
3:00 PM February 24, 2022"

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this ____ day of _____ 2022 (“the Effective Date”), by and between the City of Joplin, Missouri (“City”), and C&L Grease and Wastewater Services, LLC, a Missouri Limited Liability Company (“Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing on-call sludge hauling and disposal services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing on-call sludge hauling and disposal services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from the Effective Date through June 19, 2023, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew, on the same terms and conditions, for up to two (2) additional terms of one (1) year each, for a total of three (3) years.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services: on-call hauling and disposal of sludge from City’s Wastewater Treatment Facilities. Contractor shall provide said services within forty-eight (48) hours of City’s request for the same.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following rate: \$0.0425 per gallon of sludge. Within thirty (30) days of City’s receipt and approval of an invoice, City will make payment to Contractor. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker’s compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri’s Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall

be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

14. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits

for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>)

15. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Joplin	Larry Wayne Wald II
ATTN: City Attorney	1140 E 1st
602 S. Main St.	Carterville, MO 64835
Joplin, MO 64801	

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

16. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

17. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

18. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted

assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF JOPLIN, MISSOURI

C&L GREASE AND WASTEWATER
SERVICES, LLC

Nick Edwards, City Manager

By:
Its:

ATTEST:

Holly Nagy, City Clerk

COUNCIL BILL NO. 2022-125

ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with C & L Grease and Wastewater Services for Sludge Hauling On-Call Services not to exceed the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for Sludge Application and Hauling, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and C & L Grease and Wastewater Services not to exceed the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), an accurate copy of said agreement being attached hereto and incorporated as “Exhibit A,” be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon final approval and acceptance of the contractor’s work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2022 by a _____ vote.

ATTEST:

Douglas W. Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-125

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

Leslie Haase, Director of Finance