

AGREEMENT  
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Allied Services, LLC, a Delaware Limited Liability Company, hereinafter referred to as “Republic,” and with City and Republic hereinafter collectively referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, Republic desires to be engaged as the City’s contractor for the purpose of collection and disposal of solid waste as described in its Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B, and its addendum thereto, attached hereto and incorporated by reference as Exhibit C; and

WHEREAS, City has selected Republic as the best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement is effective from July 1, 2021 to June 30, 2026, unless terminated earlier as provided herein.

2. Scope of Work. Republic agrees to diligently perform in a professional and workmanlike manner the collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A, and in Republic’s Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B, and its addendum thereto, attached hereto and incorporated by reference as Exhibit C. Specifically, Republic’s services include but are not limited to the collection and disposal of solid waste and curbside recycling services to all single-family residential dwellings within City’s current and future corporate limits. Republic will provide all labor, materials, and equipment. Republic will provide at least one trash cart for each customer, and, at the customer’s request, will provide additional trash carts at no charge. Republic will provide at least one recycling cart for each subscriber, and, at the subscriber’s request, will provide additional recycling carts at no charge.

3. Payment. Republic will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in Republic’s Response to Request for Proposal #101-2020 Solid Waste Collection Services, and its addendum thereto. In no event will City be liable to Republic for a customer’s failure to pay Republic.

a. Fee schedule for residential trash service. Republic will collect residential

trash at least once a week. The fee schedule for residential trash service will be as follows:

1. July 1, 2021- June 30, 2022 Residential Trash Rate: \$11.86.
2. July 1, 2022- June 30, 2023 Residential Trash Rate: \$12.10.
3. July 1, 2023- June 30, 2024 Residential Trash Rate: \$12.34.
4. July 1, 2024- June 30, 2025 Residential Trash Rate: \$12.59.
5. July 1, 2025- June 30, 2026 Residential Trash Rate: \$12.84.

b. Fee schedule for residential curbside recycling service. Citizens may subscribe to residential curbside recycling service. Republic will collect residential curbside recycling at least once every other week. The bi-weekly day of service shall be determined by Republic. The fee schedule for residential curbside recycling service will be as follows:

1. July 1, 2021- June 30, 2022 Residential Recycle Rate: \$4.50.
2. July 1, 2022- June 30, 2023 Residential Recycle Rate: \$4.59.
3. July 1, 2023- June 30, 2024 Residential Recycle Rate: \$4.68.
4. July 1, 2024- June 30, 2025 Residential Recycle Rate: \$4.77.
5. July 1, 2025- June 30, 2026 Residential Recycle Rate: \$4.87.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Republic 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. Republic 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. Insurance. Without limiting any of the other obligations or liabilities of Republic, Republic 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. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of Republic to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of Republic to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder

or the policies, shall be filed with City within ten (10) days of the effective date and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin, 602 S. Main St., Joplin, MO 64801.

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>) As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation...Statutory coverage per RSMo 287.010 et seq.

Employer's Liability Insurance...\$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars (\$1,000,000.00) for all claims to property arising out of a single occurrence and at least One Hundred Thousand and no/100 Dollars (\$100,000.00) to any one owner with respect to damages to property. Republic agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers, and agents, before payment of any award, damages, costs or attorneys' fees of Republic, its employees, officers, or agents. Republic agrees to cause its insurer to name City as an additional insured on such insurance policy, including City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, Republic shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Republic shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect City through insurance against applicable

hazards or risks and shall, upon request of City, provide evidence of such insurance.

e. Legislative or Judicial Changes. In the event the scope or extent of City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Agreement by legislative or judicial action, City may require Republic, upon ten (10) days written notice, to execute a contract addendum whereby Republic agrees to provide, at a price not exceeding Republic's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

6. 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.

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

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

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Republic.

10. Certification of Non-Resident/Foreign Companies: Republic shall procure and maintain during the life of this Agreement a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo. and a certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

11. 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.

12. Compliance with laws. Republic 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.

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

14. Contract Documents. The contract documents shall consist of the following: this Agreement, Request for Proposal #101-2020 Solid Waste Collection Services, Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, and Republic's addendum thereto. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Request for Proposal #101-2020 Solid Waste Collection Services, Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services, and Republic's addendum thereto, Request for Proposal #101-2020 Solid Waste Collection Services will prevail. In the event of conflict between Republic's Response to Request for Proposal #101-2020 Solid Waste Collection Services and Republic's addendum thereto, Republic's addendum thereto will prevail.

15. 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.

16. Ethics. Republic warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Republic, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Republic, any fee, commission, gift, or contingent fee.

17. 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.

18. Indemnification. Republic 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, to the extent 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 Republic, 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, Republic's negligent performance or willful misconduct in performance of the Agreement.

19. Non-Discrimination. Republic agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Republic or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. 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.

21. Rights and Benefits. Republic's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

22. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

23. Subcontractors. Republic shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Republic is for the acts and omissions of persons it directly employs. Republic shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Republic by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Republic the same power regarding termination of any subcontract as City may exercise over Republic under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

24. Termination. City may terminate this Agreement, without cause, by giving Republic thirty (30) days' written notice of the same.

25. 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.

26. Force Majeure. During periods of any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, or inclement weather, primarily snow and ice, Republic may need to delay or suspend the collection of routes for the safety of both citizens and its employees for a day or more. In making this determination Republic shall notify the City first to ensure that this does not violate the agreement. Next, Republic shall make a Public Service announcement to news agencies to provide the specifics of the delay or suspension as well as the modified schedule. The City will also put out a notice that Republic Services has come to this determination and the modified schedule. Republic shall have a local phone number that citizens can call to voice concerns or complaints and to get information. This number should be used on the news release. Any delayed trash or recycle pick-ups shall be completed as soon as is reasonably possible.

27. Definitions:

Acceptable Waste. means all waste that is authorized to be disposed of at the Sanitary Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) Special Waste; or (4) any otherwise regulated waste.

Solid Waste. Solid Waste is any nonhazardous solid waste generated by City residents that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

28. Right to Reject Unacceptable Waste. Contractor has the right to refuse any load containing any Unacceptable Waste. If Unacceptable Waste is discovered, Contractor will give the - resident notice thereof and a reasonable opportunity to remove and dispose of such Unacceptable Waste. Contractor shall make a good faith effort to resolve the issue with the resident.

29. Title to Waste. Contractor shall obtain title to Solid Waste once it is collected into Contractor's vehicle or deposited at the Contractor's facility. Title to and liability for any Unacceptable Waste shall at not time pass to Contractor and shall remain with the generator.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR ALLIED SERVICES, LLC

FOR THE CITY OF JOPLIN, MISSOURI

BY: \_\_\_\_\_  
David Sestak  
General Manager s

BY: \_\_\_\_\_  
Nick Edwards  
City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Barbara J. Gollhofer  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter C. Edwards  
City Attorney