

**SOLID WASTE
MANAGEMENT PRACTICES
IN
MISSOURI MUNICIPALITIES**

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INTRODUCTION

The Missouri Municipal League conducted a survey to study the various policies and rates for collection and disposal of solid waste in 1994. Since that time, many cities have changed their rates and policies for collection and disposal of solid waste. This bulletin is designed to provide information on current solid waste management practices in Missouri municipalities.

A questionnaire was sent to 626 Member municipalities. A total of 422 were returned for a response rate of 67 percent.

This publication contains information on many aspects of solid waste management. Major tables provide information on collection systems, rates and variables affecting the rates, container and refuse requirements, equipment regulations, disposal practices and rates and recycling and composting practices.

The material provided by responses to the questionnaire has been recorded as accurately as possible. In some instances, however, it was necessary to interpret the information and the possibility for inaccuracies in this publication is admitted. It also is possible that because of the delay between obtaining the information and final publication, some cities have altered their systems.

We hope the information contained in this publication will prove useful and current. The League sincerely appreciates the cooperation of municipal officials in contributing information for this publication. The League staff welcomes your suggestions or corrections.

SOLID WASTE COLLECTION

Solid waste collection in Missouri municipalities is handled by using three basic systems: by the municipality, through a contractor or through a private service. In some larger municipalities a combination of these methods is used.

Type of Collection System

Of those responding, 66 cities (16%) use the municipal collection systems, 250 cities (59%) use the contractor collection method and 114 cities (27%) use the private collection system or a combination of these methods.

**Summary Table No. 1
(See Table I)**

Type of Collection System

	Over 10,000 (N= 52)		5,000-10,000 (N= 39)		Under 5,000 (N= 331)		Total (N= 422)	
Municipal	13	25%	8	21%	45	14%	66	16%
Contract	24	46%	23	59%	203	61%	250	59%
Private	20	38%	15	38%	79	24%	114	27%

Note: Some cities report using several collection methods.

The type of collection system used by municipalities has not changed much in the last 10 years. In 1994, 16% of the cities responding collected the solid waste within their jurisdiction. The percentage in 2004 was 16%. Sixty-one percent of cities had contract collection in 1994 compared to 59 percent in 2004. Private collection in cities dropped from 36% in 1994 to 27% in 2004.

Comparison Table No. 1a

Type of Collection System

	1994	2004
Municipal	16%	16%
Contract	61%	59%
Private	36%	27%

Note: Some cities report using several collection methods.

Frequency of Residential Pickup

Of the 364 municipalities responding, 312 cities (86%) indicate that solid waste is collected from residences once per week, 48 cities (13%) state solid waste is picked up two times per week and four cities (1%) report another collection frequency. Larger

communities are more likely to provide pickup twice a week than the smaller municipalities.

The respondents indicate that pickups from commercial establishments vary from one to six times per week with some collected on an “on request” basis.

**Summary Table No. 2
(See Table I)**

Residential Pickup Frequency

Pickups Per Week	Over 10,000		5,000-10,000		Under 5,000		Total	
1	38	(78%)	28	(80%)	246	(88%)	312	(86%)
2	11	(22%)	7	(20%)	30	(11%)	48	(13%)
Other	0	(0%)	0	(0%)	4	(1%)	4	(1%)
No. Reporting	49		35		280		364	

Special Pickups

Many municipalities arrange special pickups of large quantities of waste, bulky items or hazardous wastes. Of the 380 responding, 248 cities (75%) provide for special pickups. These pickups vary in frequency from one per year to an “on request” basis.

**Summary Table No. 3
(See Table I)**

Special Pickups

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	34	(72%)	27	(75%)	223	(77%)	284	(75%)
No	13	(28%)	9	(25%)	68	(23%)	96	(25%)
No. Reporting	47		36		291		380	

Point of Pickup

In the past, cities allowed the residents to select the location of the pickup, frequently requiring more time and effort on the part of the collection crews. To improve efficiency in recent years, cities designated the pickup point, with the majority requiring the containers to be placed at the curb. Of the 386 responding, 363 cities (94%) designate a curbside location for pickup. (See Table No. 1 for additional information.)

Limitations on Refuse Collected

Most municipalities place limits on the size and weight of the solid waste containers. The maximum container size ranges from 15-90 gallons with the most common being 35

gallons. The maximum weight per container ranges from 30-75 pounds with the most common being 50 pounds.

MUNICIPAL COLLECTION

Mandatory Service

There are many advantages to requiring all residents to use and pay for the solid waste collection service: the community appears cleaner, open dumping is greatly reduced and the price per household is significantly lower.

The disadvantages of a mandatory requirement are opposition by residents and the ordinance is difficult to enforce if a private collection system is used versus the municipal or contractor method.

Of the 77 cities with the municipal collection system, 66 cities (86%) have made the service mandatory for residents.

Summary Table No. 4 (See Table II)

Mandatory Service

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	13	(%81)	8	(89%)	45	(87%)	66	(86%)
No	3	(19%)	1	(1%)	7	(13%)	11	(14%)
No. Reporting	16		9		52		77	

Mandatory municipal-provided service has increased slightly over the past 10 years. Of the cities responding in 1994, 85% had mandatory service. In 2004, 86% had mandatory service.

Comparison Table No. 4a

Mandatory Service

	1994	2004
Yes	85%	86%
No	15%	14%

Crew Size

The most common crew size per truck is two with 27 municipalities reporting this crew size. 18 report a crews size of three. Nine cities report they use a crew of one, and one city report they use a crew of four. (See Table III for additional information.)

CONTRACTOR COLLECTION

Mandatory Service

Of the 290 cities reporting that they contract with one or more haulers to collect the solid waste in their cities, 250 cities (86%) require the citizens to use the service and/or pay the service fee. Forty cities (14%) do not require the residents to take the service.

Summary Table No. 5 (See Table III)

Mandatory Collection

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	24	(83%)	23	(88%)	203	(86%)	250	(86%)
No	5	(17%)	3	(12%)	32	(14%)	40	(14%)
No. Reporting	29		26		235		290	

Like mandatory service provided by the municipality, mandatory contractor-provided service has increased slightly over the past 10 years. In 1994, 78% of the responding cities reported they had mandatory service and in 2004 this increased to 86%.

Comparison Table No. 5a

Mandatory Service

	1994	2004
Yes	78%	86%
No	22%	14%

City Collection of Hauler's Bills

Of the 256 cities responding, 185 cities (72%) state they collect the bill and pay the hauler a specific amount. In general, the small communities are much more likely to collect the bill for the hauler. Only 44% of the cities over 10,000 population collect the bill, while 78% of the cities under 5,000 population collect the bill for the hauler.

Summary Table No. 6 (See Table III)

City Collects Hauler's Bills

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	11	(44%)	12	(55%)	162	(78%)	185	(72%)
No	14	(56%)	10	(45%)	47	(22%)	71	(28%)
No. Reporting	25		22		209		256	

In 2004, 72% of responding cities collect hauler's bills compared to 66% in 1994.

**Comparison Table No. 6a
City Collects Hauler's Bills**

	1994	2004
Yes	66%	72%
No	34%	28%

Administration Fee for Collection of Bills

If the city collects the bill for the hauler, a majority of the cities charge a fee to cover their cost to provide this service. Of the 193 municipalities reporting, 131 cities (68%) charge and administrate fee, while 62 cities (32%) do not.

The fee charged on each bill ranges from .10 - \$2.00. A few cities charge a percentage of the bill, which range from a low of 2% to a high of 10%.

**Summary Table No. 7
(See Table III)**

Administrative Fee

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	8 (67%)	9 (69%)	114 (68%)	131 (68%)
No	4 (33%)	4 (31%)	54 (32%)	62 (32%)
No. Reporting	12	13	168	193

PRIVATE COLLECTION

City Regulates Haulers

Cities can regulate private haulers in a number of ways: limit the type of equipment used in city streets, require a business license, limit the number of haulers, require the haulers to purchase insurance, etc.

A minority of the responding municipalities regulate the private hauler in their communities. Of the 116 municipalities reporting, 42 cities (36%) do regulate haulers.

In general, the larger the community the more likely it enforces regulations on private haulers.

Summary Table No. 8
(See Table IV)

City Regulates Private Haulers

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	18	(\$86)	8	(53%)	16	(20%)	42	(36%)
No	3	(\$14)	7	(47%)	64	(80%)	74	(64%)
No. Reporting	21		15		80		116	

Types of Regulation

Of the 83 cities reporting they regulate the haulers in their communities, 31 cities (37%) require a truck license fee to be paid to the city; three cities (4%) limit the number of license let to haulers; and 37 cities (49%) require the haulers to purchase insurance.

Summary Table No. 9
(See Table IV)

Types of Regulation

Tuck License Fee	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	15	(75%)	6	(55%)	10	(19%)	31	(37%)
No	5	(25%)	5	(45%)	42	(81%)	52	(63%)
No. Reporting	20		11		52		83	
Hauler Licenses Limited	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	1	(5%)	0	(0%)	2	(5%)	3	(4%)
No	19	(95%)	11	(100%)	42	(95%)	72	(96%)
No. Reporting	23		11		44		75	
Insurance Required	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	13	(65%)	8	(73%)	16	(36%)	37	(49%)
No	7	(35%)	3	(27%)	29	(64%)	39	(51%)
No. Reporting	20		11		45		76	

COLLECTION EQUIPMENT

Collection Vehicles

Of the 362 cities responding, 47 cities (13%) report regulations for collection vehicles. Some cities require vehicles to be leak proof, watertight, enclosed, packer-type, etc.

A majority of the cities responding report the collection vehicles used in their cities are the packer-type.

Summary Table No. 10
(See Table V)

Regulations for Collection Equipment

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	14	(29%)	6	(18%)	27	(10%)	47	(13%)
No	34	(71%)	28	(82%)	253	(90%)	315	(87%)
No. Reporting	48		34		280		362	

Container Specifications

Many cities regulate the type of solid waste containers to be used. These regulations cover size in gallons, type, handles, covers, weight, etc.

Container size requirements vary, but establishing a maximum number of gallons is the most common. Some municipalities require containers to be constructed of galvanized metal, rubber, fiberglass or plastic that does not become brittle in cold weather.

Handles are required by 10% (36 of 355) of the municipalities responding; 37% (10 of 17) of the municipalities over 10,000 population, 22% (4 of 18) of the municipalities between 5,000-10,000 population and 20% (22 of 110) of the municipalities under 5,000 population.

Summary Table No. 11
(See Table V)

Container Specifications

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	35	(76%)	22	(59%)	143	(53%)	200	(56%)
No	11	(24%)	15	(41%)	129	(47%)	155	(44%)
No. Reporting	46		37		272		355	

Open Burning

Of the 362 cities responding, 124 (34%) completely prohibit open burning of refuse and yard waste. One hundred-fifty cities (41%) allow the burning of yard waste only, 86 (24%) allow burning of both refuse and yard waste and two cities (1%) allow burning of refuse only.

**Summary Table No. 12
(See Table V)**

Open Burning

	Over 10,000		5,000-10,000		Under 5,000		Total	
Refuse Only	1	(2%)	0	(0%)	0	(0%)	1	(1%)
Yard Waste Only	12	(24%)	11	(31%)	127	(46%)	150	(41%)
Refuse and Yard Waste	4	(8%)	2	(6%)	80	(29%)	86	(24%)
None	32	(65%)	22	(63%)	70	(25%)	124	(34%)
No. Reporting	49		35		278		362	

FINES

Fines for Violations

The majority (76%) of the municipalities reporting levy fines for burning refuse. In fact, 33% of cities (24 of 29) over 10,000 population enforce fines for violations, 88% (22 of 25) of the cities with populations between 5,000-10,000 assess fines and 72% (105 of 145) of the cities under 5,000 population levy fines for violations.

**Summary Table No. 13
(See Table V)**

Fines for Violations

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	24	(83%)	22	(88%)	105	(72%)	151	(76%)
No	5	(17%)	3	(12%)	40	(28%)	48	(24%)
No. Reporting	29		25		145		199	

FINANCING THE SOLID WASTE SYSTEM

Method of Financing

Cities use several methods of financing the solid waste system: a charge only against those using the service, a flat fee levied against every household in the city or the city pays for the service out of general revenues. A number of municipalities use a combination of the above methods. The most common method is a charge against every household in the city.

Summary Table No. 14
(See table VI)

Financing

	Over 10,000	5,000-10,000	Under 5,000	Total
	(N= 40)	(N= 31)	(N= 266)	(N= 337)
Usage Charge	0 (0%)	2 (6%)	10 (4%)	12 (4%)
Flat Fee	24 (60%)	21 (68%)	195 (73%)	240 (71%)
City Pays	9 (22%)	5 (16%)	34 (13%)	48 (14%)
Other	7 (18%)	3 (10%)	27 (10%)	37 (11%)

Note: Some cities report using a combination of financing methods.

Comparison Table No. 14a

Financing

	1994	2004
Usage Charge	12%	4%
Flat Fee	65%	71%
City Pays	13%	14%

Financing pickup operations changed dramatically over the last 10 years. In 1994, financing with a charge levied against only those who use the service was the common method used (12%). In 2004, only 4% of cities responding used this method, while 71% charge a flat fee on all households in the city. In 1994, only 12% of responding municipalities levied a flat fee on all households. Municipal financing through general revenue has increased from 13% in 1994 to 14% in 2004.

Residential Rates

The monthly rates charged residents by cities over 10,000 population range from a low of 2.75 to a high of 13.27.

Cities with populations between 5,000-10,000 charge a monthly residential rate from a low of 2.50 to a high of 13.50.

Cities under 5,000 population charge a monthly residential rate from a low 3.00 to a high of 12.50.

Comparison Table No. 15

Residential Rates

	1994	2004
Over 10,000	\$2.75-\$13.27	\$6.00-\$35.04
5,000-10,000	\$2.50-\$13.50	\$4.75-\$24.02
Under 5,000	\$3.00-\$12.50	\$5.74-\$17.50

Method of Collecting Bills

Seventy-one percent of the cities responding (225 of 319) add the solid waste charge to the utility bill. This method is most commonly used by cities with population under 5,000. Three percent of the cities (10 of 319) partially or fully finance the system from general revenue sources. In 15% (48 of 319) of the cities, a separate billing is sent. Only five cities include the solid waste charge on the real estate tax bill.

**Summary Table No. 16
(See Table (VII))**

Method of Collecting Bills

	Over 10,000		5,000-10,000		Under 5,000		Total	
	(N= 40)		(N= 32)		(N= 247)		(N= 319)	
With Utility Bill	20	(50%)	18	(36%)	187	(76%)	225	(71%)
With Real Estate Tax Bill	1	(3%)	0	(0%)	4	(2%)	5	(1%)
Separate Monthly Bill	9	(23%)	7	(22%)	32	(13%)	48	(15%)
General Revenue Sources	5	(12%)	3	(9%)	2	(1%)	10	(3%)
Other	5	(12%)	4	(13%)	22	(9%)	31	(10%)

Note: Some cities report using several billing methods.

Penalty for Nonpayment

Many municipalities have established penalties for nonpayment of solid waste bills. The most common penalty is to discontinue pickups. Of these reporting, 65% use this penalty when the residents do not pay the solid waste charge. Other common penalties are fines in municipal court, turning over the bill to a collection agency, or shutting off utilities.

Summary Table No. 17
(See Table VII)

Penalties

	Over 10,000	5,000-10,000	Under 5,000	Total
	(N= 34)	(N= 31)	(N= 201)	(N= 266)
Discontinue Pickups	14 (42%)	18 (58%)	140 (70%)	172 (65%)
Municipal Court Fines	10 (29%)	4 (13%)	21 (10%)	35 (13%)
Other	10 (29%)	9 (29%)	40 (20%)	59 (22%)

Note: Some cities report enforcing several penalties for nonpayment.

**PUBLICLY OWNED SOLID WASTE LANDFILLS
AND TRANSFER STATIONS**

Disposal Privileges

Of the 9 cities reporting that they own or jointly own a solid waste landfill, 3 cities state they have given disposal privileges to other cities and/or private haulers. Six cities indicate they do not allow nonresidents to dispose of waste in their landfills.

Summary Table No. 18
(See table IX)

Disposal Privileges Contracted Out

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	1	0	2	3
No	4	0	2	6
No. Reporting	5	0	4	9

In 1994, 80% of responding cities that owned or jointly owned a landfill had given disposal privileges to other cities and/or private haulers. Today, only 33% of those cities responding do give disposal privileges to other cities and/or private haulers.

Comparison Table No. 18a

Disposal Privileges

	1994	2004
Yes	80%	33%
No	20%	67%

Management and Operation

The majority of the cities that own landfills also manage and operate them. Of the 7 cities reporting, 6 cities state they manage and operate their facilities. One city indicates it has contracted out the management and operation of their.

Summary Table No. 19
(See Table IX)

Management and Operation

	Over 10,000	5,000-10,000	Under 5,000	Total
City	5	0	1	6
Contractor	0	0	1	1
County				
No. Reporting	5	0	2	7

Landfill Scales

Of those nine cities reporting, seven cities have landfill scales. Four of those seven cities have a population of more than 10,000 while the other three cities have populations of less than 5,000.

Two cities reported not having landfill scales. Of these two, one city is planning to install the scales.

Summary Table No. 20
(See Table VIII)

Landfill Scales

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	4	0	3	7
No	1	0	1	2
No. Reporting	5	0	4	9

Transfer Stations

Fifteen of the 17 cities reporting indicate they do not have transfer stations. Of those 15 cities, eight indicate they are planning to operate a transfer station in the future.

**Summary Table No. 21
(See Table VIII)**

Transfer Stations

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	2	0	0	2
No	6	1	8	15
No. Reporting	8	1	8	17

Affects of Subtitle D

Several cities with landfills have been affected by Subtitle D. Three of the six cities reporting indicate that upgrading is required. Other affects are increased tipping fees noted by 1 city. One of the six reporting are contemplating closing their landfill.

	Over 10,000	5,000-10,000	Under 5,000	Total
Upgrading Requirements	3	0	0	3
Contemplating Closing	1	0	1	2
Wont' Open New Landfill	0	0	0	0
Increased Tipping Fees	0	0	1	1
Other	0	0	0	6

Financial Operation

The majority of municipal solid waste landfills make a profit or break even. Of the four municipalities reporting, three cities indicate their landfills make a profit. One city indicates they operate at a loss.

**Summary Table No. 23
(See Table X)**

Financial Operation

	Over 10,000	5,000-10,000	Under 5,000	Total
Profit	2	0	1	3
Loss	1	0	0	1
Break Even	0	0	0	0
No. Reporting	3	0	1	4

USE OF PRIVATE LANDFILLS

Forty-three cities report using privately owned landfills. 16 cities with populations over 10,000, 6 cities with population between 5,000-10,000 and 21 cities under 5,000 report using these landfills.

RESOURCE RECOVERY/RECYCLING

Recycling Operations

One-hundred twelve cities (36%) report recycling activities, while 197 cities (64%) do not. Of the 197 cities not recycling, 85 (47%) cite insufficient revenues as the reason. 46 cities (26%) indicate there is a private recycling operation already in existence, 13 cities (7%) state they need more information and technical assistance and 14 cities (13%) report that a recycling program is not needed. Another 22 cities (12%) cite other reasons for not recycling, including being in the process of planning a facility.

Summary Table No. 24 (See Table XII)

Operate Recycling Facility

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	23	(57%)	17	(65%)	72	(30%)	112	(36%)
No	17	(43%)	9	(35%)	171	(70%)	197	(64%)
No. Reporting	40		26		243		309	

Summary Table No. 25 (See Table XII)

Reason for Not Operating Recycling Program

	Over 10,000 (N= 14)		5,000-10,000 (N= 8)		Under 5,000 (N= 158)		Total (N= 180)	
Private Operation	5	(36%)	6	(75%)	35	(22%)	46	(26%)
Insufficient Revenue	4	(29%)	1	(12%)	80	(51%)	85	(47%)
Not Needed	1	(6%)	0	(0%)	13	(8%)	13	(17%)
Need Info/Tech Assistance	0	(0%)	0	(0%)	13	(8%)	13	(7%)
Other	4	(29%)	1	(12%)	17	(11%)	22	(12%)

In 1994, 29% of responding cities operated a recycling facility. In 2004, 36% of responding cities operate a recycling facility. The other 64% cite insufficient revenues, existing private recycling facilities and the need for more information as some of their reasons for not operating a recycling program.

Comparison Table No. 24a

Recycling Facilities in Operation

	1994	2004
Yes	29%	36%
No	71%	64%

Mandatory Recycling Program

Of the 133 cities reporting, only 15 cities (11%) have mandatory recycling. The other 118 cities (89%) do not.

**Summary Table No. 26
(See Table XII)**

Mandatory Recycling Program

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	4	(17%)	3	(16%)	8	(9%)	15	(11%)
No	20	(83%)	16	(84%)	82	(91%)	118	(89%)
No. Reporting	24		19		90		133	

Materials Collected

Cities collect several different types of materials for recycling. Plastic, aluminum and cardboard are the most accepted materials with 110 (100%), 110 (100%) and 100 cities (90%) respectively collecting these. Newsprint is collected by 103 cities (94%), glass by 95 cities (86%) and 44 cities (40%) report collecting other materials including tine, steel and paper.

Summary Table No. 27
(See Table XII)

Materials Collected

	Over 10,000 (N= 23)		5,000-10,000 (N= 17)		Under 5,000 (N= 70)		Total (N= 110)	
Glass	20	(87%)	14	(82%)	61	(87%)	95	(86%)
Aluminum	20	(87%)	17	(100%)	70	(100%)	110	(100%)
Cardboard	18	(78%)	10	(59%)	70	(100%)	100	(90%)
Plastic	23	(100%)	17	(100%)	70	(100%)	110	(100%)
Newsprint	20	(87%)	12	(71%)	70	(100%)	103	(94%)
Other	15	(65%)	5	(29%)	24	(34%)	44	(40%)

Note: Some cities report collecting more than one item.

Recycling Awareness Activities

138 municipalities report some kind of recycling awareness activities to inform their residents of their recycling programs, including flyers, newspapers, public meetings and newsletters. A few cities also use TV and radio.

Summary Table No. 28
(See Table XII)

Recycling Awareness Activities

	Over 10,000 (N= 28)		5,000-10,000 (N= 19)		Under 5,000 (N= 91)		Total (N= 138)	
Flyer	18	(64%)	9	(47%)	41	(45%)	68	(49%)
Newspaper	20	(71%)	10	(53%)	54	(59%)	84	(61%)
Public Meeting	11	(39%)	2	(11%)	22	(29%)	35	(25%)
Newsletter	15	(54%)	10	(53%)	32	(35%)	57	(41%)
Other	9	(32%)	7	(37%)	28	(31%)	44	(32%)

Note: Most cities report more than one activity.

Many cities find there are obstacles to operating a recycling program, including marketing, citizen participation and financing the program.

City Purchases Recycled Products

Twenty (15%) of the responding 151 cities purchase recycled products. A majority (23%) of cities with populations of more than 10,000 purchase recycled products, while

only 17% of cities with populations of 5,000-10,000 and 13% cities with populations under 5,000 purchase recycled products.

Summary Table No. 29
(See Table XII)

City Purchases Recycled Products

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	7 (23%)	3 (17%)	13 (13%)	23 (15%)
No	23 (77%)	15 (83%)	90 (87%)	128 (85%)
No. Reporting	30	18	103	151

Charge for Recycling Collection

One hundred forty-two cities (14%) did not charge for recycling. Only 24 cities (14%) do charge and a majority of those cities (15) have populations of less than 5,000.

Summary Table No. 30
(See Table XIII)

Charge for Recycling Collection

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	9 (32%)	0 (0%)	15 (13%)	24 (14%)
No	19 (68%)	21 (100%)	102 (87%)	142 (86%)
No. Reporting	28	21	117	116

Annual Revenues and Costs

Annual revenues from recycling vary greatly among municipalities, anywhere from \$1,000-\$520,000, with average revenues at \$1,000-\$520,000. Costs range from \$50,000-\$415,000. Cities with populations of more than 10,000 have an average cost of \$156,749, which is decidedly higher than the other two population ranges of \$37,814 for 5,000-10,000 and \$29,995 for under 5,000. ? city reports costs at \$??/ton and one city reports costs at \$?/household.

Summary Table No. 31
(See Table XIII)

Annual Revenues

	Over 10,000	5,000-10,000	Under 5,000	All Municipalities
Average	\$81,854	\$15,000	14,145	\$37,000
Range	\$1,000-	\$2,000-	\$300-\$80,000	\$1,000-

	\$520,000	\$28,000		\$520,000
No. Reporting	13	2	11	26

Summary Table No. 32
(See Table XIII)

Annual Costs

	Over 10,000	5,000-10,000	Under 5,000	All Municipalities
Average	\$156,749	\$37,814	\$29,995	\$74,853
Range	\$12,000-\$415,000	\$200-\$120,000	\$50-\$100,000	\$50-\$415,000
No. Reporting	13	7	18	38

Financial/Technical Assistance

Very few cities have received any financial or technical assistance. Only 57 of 125 cities (46%) have received financial assistance for their recycling programs and only 50 of 115 (43%) have received technical assistance. While cities over 5,000 receive a greater percentage of financial assistance, cities under 5,000 receive a greater percentage of technical assistance.

Summary Table No. 33
(See Table XIII)

Financial Assistance

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	12 (46%)	10 (59%)	35 (43%)	57 (46%)
No	14 (54%)	7 (41%)	47 (57%)	68 (54%)
No. Reporting	26	17	82	125

Summary Table No. 34
(See Table XIII)

Technical Assistance

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	9 (38%)	9 (56%)	32 (43%)	50 (43%)
No	15 (62%)	7 (44%)	43 (57%)	65 (57%)
No. Reporting	24	16	75	115

Collection Practices

Generally, recyclables are collected at curbside or at a central drop-off site with few exceptions. Several cities have both types of collection.

Summary Table No. 35
(See Table XIV)

Collection Practices

	Over 10,000 (N= 30)	5,000-10,000 (N= 20)	Under 5,000 (N= 95)	Total (N= 145)
Central Drop-Off Site	18 (60%)	9 (45%)	49 (52%)	76 (52%)
Curbside	19 (63%)	11 (55%)	48 (51%)	78 (54%)
Other	2 (7%)	0 (0%)	6 (6%)	8 (6%)

Note: Some cities report more than one collection practice.

The curbside collection frequencies vary among cities. 72 of 86 cities (84%) have weekly collection and seven cities (8%) collect recyclables every two weeks. The other seven cities have different practices, including monthly pickup.

Summary Table No. 36
(See Table XIV)

Frequency of Curbside Pickup

	Over 10,000	5,000-10,000	Under 5,000	Total
Weekly	18 (90%)	11 (86%)	43 (82%)	72 (84%)
Every Two Weeks	1 (5%)	1 (7%)	5 (9%)	7 (8%)
Other	1 (5%)	1 (7%)	5 (9%)	7 (8%)
No. Reporting	20	13	53	86

Who Pays for Containers

In 28% (16 of 58) of the cities responding, the customer pays for the container for recyclables. This is compared to 60% of cities paying for them. In seven cities, a private sponsor or the hauler pays for the containers.

Summary Table No. 37
(See Table XIV)

Who Pays for Containers

	Over 10,000		5,000-10,000		Under 5,000		Total	
City	8	(66%)	6	(67%)	21	(57%)	35	(60%)
Customer	2	(17%)	2	(22%)	12	(32%)	16	(28%)
Other	2	(17%)	1	(11%)	4	(11%)	7	(12%)
No. Reporting	12		9		37		58	

Markets

In order to dispose of collected recyclables, cities must have markets available to take the items. Forty-five of 62 cities responding (73%) indicate they have found markets for all items they collect. Some cities have not found markets for all items. For those items, six of 17 cities (35%) landfill them, four cities (24%) do not collect them and seven cities found other means of disposing of them, including hauling them to a neighboring city and storing them.

Summary Table No. 38
(See Table XV)

Markets for All Items Recycled

	Over 10,000		5,000-10,000		Under 5,000		Total	
Yes	15	(88%)	7	(78%)	23	(64%)	45	(73%)
No	2	(12%)	2	(22%)	13	(36%)	17	(27%)
No. Reporting	17		9		36		62	

Summary Table No. 39
(See Table XV)

Items with No Markets

	Over 10,000		5,000-10,000		Under 5,000		Total	
Do Not Collect	1	(33%)	0	(0%)	3	(25%)	4	(24%)
Landfill	0	(0%)	2	(100%)	4	(33%)	6	(35%)
Other	2	(67%)	0	(0%)	5	(42%)	7	(41%)
No. Reporting	3		2		12		17	

Local Markets

Of the 51 cities reporting, 19 (37%) indicate they have found local markets, while 32 (63%) have not.

Summary Table No. 40 **(See Table XV)**

Local Markets Found

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	8 (47%)	3 (50%)	8 (29%)	19 (37%)
No	9 (53%)	3 (50%)	20 (71%)	32 (63%)
No. Reporting	17	6	28	51

Private Recycling Facilities

Ninety-nine cities respond that there are private recycling operations either within their city or county. A majority (66%) of those cities have populations of under 5,000. Thirteen percent have populations between 5,000-10,000 and 21% have populations greater than 10,000.

Summary Table No. 41 **(See Table XVI)**

Private Recycling Facilities

Over 10,000	5,000-10,000	Under 5,000	Total
21	13	65	99

City Operates Composting Facility

A relatively small percentage of cities reporting operate a composting facility - 69 of 299 cities 23(%). Cities with populations greater than 10,000 have the highest percentage of composting operations with 20 of 39 cities (51%). Of the cities with populations ranging from 5,000 to 10,000, 11 of 28 (39%) compost and of the cities with populations under 5,000, 38 of 232 (16%) compost.

Summary Table No. 42 **(See Table XVII)**

City Operates Composting Facility

	Over 10,000	5,000-10,000	Under 5,000	Total
Yes	20 (51%)	11 (39%)	38 (16%)	69 (23%)
No	19 (49%)	17 (61%)	194 (84%)	230 (77%)
No. Reporting	39	28	232	299

Reason for Not Composting

One hundred sixty-four cities report reasons for not composting. Insufficient revenues with 88 cities (54%) is the leading explanation. Twenty-seven cities (16%) cite private operations existing as their reason, while 25 cities (15%) say composting would not be used. Nine cities (5%) state they need more information and technical assistance in order to operate a composting facility. Twenty-one cities (13%) cited other reasons including lack of interest and burning of yard waste.

Summary Table No. 43
(See Table XVII)

Reason for not Composting

	Over 10,000 (N= 13)	5,000-10,000 (N= 11)	Under 5,000 (N= 140)	Total (N= 164)
Private Operation	9 (69%)	4 (36%)	14 (10%)	27 (16%)
Insufficient Revenue	2 (15%)	2 (18%)	84 (60%)	88 (54%)
Not Used	1 (8%)	2 (18%)	22 (16%)	25 (15%)
Need Information	0 (0%)	0 (0%)	9 (6%)	9 (5%)
Other	1 (8%)	3 (27%)	17 (12%)	21 (13%)

Note: Some cities report more than one reason for not composting.

Use of Compost

Cities report several uses of composting. Fifty-three cities (83%) give the compost to residents of their cities at no charge. Thirty cities (47%) use it for municipal purposes. Nine cities (14%) sell the compost.

Summary Table No. 44
(See Table XVII)

Use of Compost

	Over 10,000 (N= 18)	5,000-10,000 (N= 10)	Under 5,000 (N= 36)	Total (N= 64)
Municipal Uses	11 (61%)	5 (50%)	14 (39%)	30 (47%)
Given to Residents	14 (78%)	9 (90%)	30 (83%)	54 (83%)
Sold	5 (28%)	1 (10%)	3 (8%)	9 (14%)
Other	0 (0%)	0 (0%)	2 (5%)	2 (3%)

Note: Some cities report several uses of compost.

DOCUMENT NAME	City of Creve Coeur, MO: Garbage, Rubbish, and Recyclable Collection bid for 2002-2007
GENERAL DESCRIPTION	Bid notice for provision of residential refuse and recycling collection and disposal to the municipality.
GENERAL PROVISIONS	<ul style="list-style-type: none"> • Contract Length: 5 years with a 5 year extension option. • Once per week Garbage collection from single family homes, condominiums, and city owned property. • Once per week Recycling collection in clear plastic bags <ul style="list-style-type: none"> – Commingled materials – Contractor provides 50 bags per household per year • Once per week Yard Waste collection in biodegradable bags or containers with a lid and attached sticker. • Same day collection for garbage, recyclables, and yard waste. • Contractor provides billing services.
SERVICE COSTS	<ul style="list-style-type: none"> • Once Weekly "Rear Yard Trash" Collection: \$11.09/month • Twice Weekly "Rear Yard Trash" Collection: \$ 9.86/month • Once Weekly Curbside Trash Collection: \$8.09/month • Trash Cart lease: \$3.54/month • Yard Waste Stickers: \$1.45/each • Yard Waste Bags: \$2.00/each

**GARBAGE, RUBBISH & RECYCLABLE 2002-2007
CONTRACT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, by and between the City of Creve Coeur, Missouri, hereinafter called the City, and _____

_____, hereinafter called the Contractor.

That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the City and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties to wit as follows:

The Contractor hereby agrees to do or furnish, all labor, materials, and equipment called for in the bid designate for trash collection and shall perform all work necessary to provide appropriate services as described in the specifications and accepted bid documents, copy attached, which bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this contract, and that his information was secured by personal investigations and research and not from any estimates, tests, statements or representation of any officer, agent, or employees of the City, that he will perform all work and services in full compliance with the attached specifications, which are incorporated in this contract and that said specifications are sufficient and accurate for the work to be performed by the contractor.

The said Contractor agrees further to begin work no later than **JULY 1, 2002** as explained in the City's Request for Bids and actual bid document for this work.

The Contractor agrees that he will fully comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, if any, to fully comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the grounds of race, color, sex, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore.

The said Contractor agrees further to begin work not later than July 1, 2002 as explained in the city's request for bids and actual bid document for this work. The Contractor acknowledges and agrees that the City may, in its sole discretion and without cause, suspend the contract or terminate it. If work is suspended by the City for 30 days or less, the contract sum and contract time shall not be adjusted for any increases in the cost and time caused by such suspension. If the period of suspension exceeds 30 days, the Contractor may terminate the contract. In the event of termination of the contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for work actually performed and executed, including the pro rata overhead and profit based on the percentage of work so performed.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed

**GARBAGE, RUBBISH & RECYCLABLE 2002-2007
CONTRACT**

to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; that any monies payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of the contract and that he will fully indemnify the City in the event of any such claim. He further agrees, that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the City, and that City may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The City agrees to pay the contractor in the manner and in the amount provided in the said General Conditions and Bid.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this _____ day of _____, 20____.

APPROVED BY CITY COUNCIL: _____
DATE

ATTEST:

Administrator

City Clerk

(SEALS)

Address

TNO

FAX

CITY OF CREVE COEUR

BY _____
Mark C. Perkins, City

BY _____
Vijay K. Bhasin, P.E. Director of Public Works

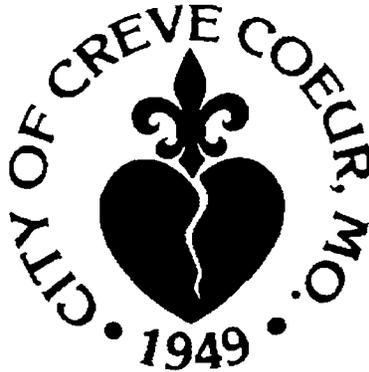
Firm Name

Owner Name

Contact

City/State/Zip

E-Mail Address



CITY OF CREVE COEUR, MISSOURI
SPECIFICATIONS AND BID DOCUMENTS
FOR

GARBAGE, RUBBISH AND RECYCLABLE
COLLECTION BID FOR 2002-2007

Sealed Bids Publicly Opened 2:00 P.M., MONDAY, FEBRUARY 4, 2002

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO. 63141
Mr. Vijay K. Bhasin, P.E.
Director of Public Works
JANUARY 2002

**REQUEST FOR BIDS
and
NOTICE TO CONTRACTORS**

Sealed Bids, in duplicate, for the **GARBAGE, RUBBISH AND RECYCLABLE COLLECTION 2002-2007** in the City of Creve Coeur, Missouri, will be received by Mr. Vijay K. Bhasin, P.E., Director of Public Works, until **2:00 p.m., on MONDAY, FEBRUARY 4, 2002**, at that office in the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, and will thereafter be publicly opened and read.

All prospective bidders are permitted to bid solely on any bid item or on the complete bid package, at the bidder's option and to be prepared to start services on July 1, 2002. For example, a bidder may submit a bid for collection of recyclable materials only, however, all conditions outlined in the specifications for bidders must be met with the submission of such a partial bid.

The City reserves the right, in its sole discretion, to reject any and all bids, and to waive all informalities in the bids received, and to accept such bid that is advantageous, beneficial or expeditious to the City. No Bid may be withdrawn for a period of three (3) months subsequent to the specified time for receipt of bids even if no action is taken by the City on the bids within that time. No low bidder shall have a business expectancy merely because his bid is the lowest one received; until the contract has been awarded, no business expectancy exists. Bids may be withdrawn for clerical or typographical mistake, but not mistake of judgment. Bids will be considered unresponsive if they contain a material defect or deviation.

Bid forms, specifications, resolution, ordinance, map and contract documents for the service may be reviewed on **JANUARY 14, 2002**, or they may be obtained for a non-refundable cost of \$30.00 each, from the Public Works Department at the Creve Coeur Government Center.

CITY OF CREVE COEUR

Vijay K. Bhasin, P.E.
Director of Public Works

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GARBAGE, RUBBISH AND RECYCLABLE COLLECTION

1. INVITATION TO BID

Qualified refuse collection contractors and or recycling contractors are invited to submit sealed bids to provide residential refuse and recycling collection and disposal services to the City of Creve Coeur, Missouri, in accordance with the specifications contained herein.

2. INSTRUCTION TO BIDDERS

2.1 In submitting this proposal as herein described, the bidder agrees that:

- A. The bidder has carefully examined the specifications, and all provisions relating to the items to be furnished or the work to be done attached herewith and made a part of this proposal, and understands the meaning, intent and requirements of and agrees to the same.
- B. The bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Creve Coeur's specifications thereof, for the prices quoted.
- C. The "Bid Form" must be signed, sealed and delivered to the City of Creve Coeur, Public Works Department 300 North New Ballas Road, Creve Coeur, Missouri 63141 by the assigned time and date.

2.2 Bids must be accompanied by a completed Supplemental Data Form and attachments stated in Section 3, pertaining to equipment, personnel, references, past experiences, and insurance bonds. Failure to do so could result in the disqualification of a bid.

2.3 Bidder shall not be permitted to use, to their advantage, any omission or error in the specifications, requirements, or contract documents, and the City reserves the right to issue new instruction for such error or omission as if originally specified. All bidders shall tour the City and familiarize themselves with the work contemplated and shall read thoroughly and understand the specifications in relation to the bid which is submitted.

2.4 If the bidder has any questions which arise concerning the true meaning or intent of the specifications or any of the requirements stated herein, the bidder shall request that an interpretation be made and an addendum issued by the City which shall be made available to all bidders to whom specifications and other relevant material have been issued. Failure to have requested an addendum governing any such questions shall not relieve the bidder from delivery in accordance with the intent of the specifications.

The deadline for receipt of additional written questions shall be **2:00 P.M., MONDAY, JANUARY 21, 2002** in order to facilitate preparation of an addendum. Inquiries after stated time and date will not be given consideration. All questions regarding this specification shall be directed to Vijay K. Bhasin, P.E., Director of Public Works.

2.5 No bid may be withdrawn for a period of three (3) months following the date specified for receipt of the bids, regardless of any action (or no action) taken by the City during such time.

2.6 The City reserves the right to reject and/or all proposals or bids and to waive any informalities in the proposal or bid or to accept the one that, in the sole judgment of the City, will be in the best interest of and/or most advantageous and/or beneficial or expeditious to the City and the citizens to be served by the contract.

3. GENERAL CONDITIONS

3.1 It is the desire of the City to award an exclusive contract on behalf of its residents for the right to collect, haul and dispose of all residential solid trash, garbage, rubbish, waste and residential recyclable materials (in accordance with these specifications) for a period of five years, commencing on July 1, 2002 and ending on June 30, 2007. Bidders are requested to state the cost of service per unit for each year of the contract period.

3.2 All bids shall be accompanied by a bid bond, certified check or cashier's check in the amount of ten thousand dollars (\$10,000) guaranteeing that, if the bidder is awarded the contract by the City, he will execute and return the executed contract to the city within ten (10) working days of the award.

3.3 No contract will be awarded to any bidder who, as determined solely by the City, has an unsatisfactory performance record or experience, or who lacks the necessary financial, capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications. Each bidder must submit as a part of his bid, a written statement covering the following points:

A. The make, model, age, condition and number of vehicles, and other equipment which will be used in the work for the City and anticipated replacement schedule of such vehicles and equipment.

B. Number of employees who will render service to the City of Creve Coeur, and number of employees to be used on each collection vehicle.

C. Current Financial statement and bank references.

- D. Previous experience in refuse collection and disposal and a list of municipal contracts held currently or at any time during the past five (5) years stating type of collection services provided and furnishing the name and telephone number of a contact person for each contract familiar with your performance. Include any contracts terminated before the term ended, who terminated it and describe the reasons given for such termination.
- E. Describe in detail the recycling plan bid under this line item including all items to be collected, the method(s) of collection, promotion of the program to residents, etc. In addition to the required recycling plan, you may submit proposals and bids for additional items or materials for recycling programs beyond those currently collected.
- F. Describe in detail the Yard Waste Disposal Plan including all items to be collected with frequency of pick-up.
- G. State name and location of all disposal sites to be used during the term of this contract and provide evidence of State license and approved landfills.
- H. It may be to the bidder's advantage to briefly state additional information he/she believes is pertinent to the evaluation of his/her bid.

4. DEFINITIONS & INSTRUCTIONS

The following terms have been defined. The intent of this information is to ensure compliance with Missouri Senate Bill #530 (copy of this bill available in the Public Works Department for review), as well as all the prevailing rules and regulations established by the City, St. Louis County, State of Missouri and EPA having jurisdiction over this program.

4.1 Garbage

Such materials as all semi-solid and solid food wastes derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable, synthetic origin which are intended for and are used by householders for the refreshment or sustenance of human beings or animals (excluding liquid wastes or materials from the processing or hides or other animal parts).

4.2 Rubbish

Cold ashes derived from fireplaces, paper of all kinds, cartons and containers, books, magazines, straw, excelsior, sawdust, shavings, small pieces of wood, tin cans, tin ware and other small metallic items and materials, bottles, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment, and all other useless, rejected and cast off, matter of such weight, dimension, size and shape that they can be stored in a standard container as defined herein **excluding** parts of trees, bushes and pieces of wood, leaves and grass cuttings, street sweepings, catch basin contents, soil, mortar, plaster, concrete, bricks, stones, gravel, sand and all wastes or leftover materials **resulting** from grading, excavation, construction, alterations, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension and shape cannot be stored in a standard container. "Rubbish" shall include that debris resulting from remodeling, repair or reconstruction of any building which can be properly placed in a standard container the weight of which does not exceed sixty (60) pounds and can be removed by one person.

4.3 Bulky Trash

All household appliances, household furnishings and yard equipment which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors with the equipment used for route collection are included in bulky trash. Bulky trash items can go to the landfill, **except** "white goods" such as large appliances, e.g., washers, dryers, refrigerators, etc., and household hazardous waste, as defined under Municipal Solid Waste Management. **This excludes** household garbage and rubbish, yard waste, construction materials, construction debris, and automobile parts (including tires, batteries, etc.,) banned by SB530.

4.4 Yard Waste

Grass clippings, leaves, and tree, shrub and plant prunings stored either in biodegradable paper bags, metal or plastic container or tied in bundles that do not exceed four feet (4') in length, eighteen (18") in diameter or sixty pounds (60#) in weight. This will not be taken to landfill, instead will be mulched and processed at the hauler's site.

4.5 Recyclable

Materials from the solid waste stream that may be reprocessed and reused as a manufacturing resource to include (but not limited to) corrugated cardboard, newspapers (including inserts), phone books, paper grocery bags, aluminum and steel cans, glass bottles, (all colors) plastic soda and milk bottles and slick magazines. Further details are included in the later pages of this document. All recyclables will be placed in a specified plastic bag at the curbside for collection.

4.6 Curb Line Collection

Collection of garbage, rubbish, bulky trash, recyclables and yard waste at one location at the curb fronting each residence stored in specified bags or containers each weighing under sixty pounds (60#).

4.7 Rear Yard Collection

Collection of garbage and rubbish from solid waste storage containers at one location at the front, rear or side yard (nearest driveway). (Yard waste, recyclables and bulky trash to be picked up at the curb).

5. SERVICES TO BE PROVIDED

The contractor shall have the responsibility to collect, haul and dispose of all materials as described below:

5.1 Trash to be picked up **once a week** from individual single family dwellings, condominium facilities and City owned properties as listed on **Page 20, Item 2.**

5.2 Recyclables are to be picked up **once a week** in clear plastic bags (with city logo) from curb line. Recyclables may be co-mingled in the containment unit.

5.3 Yard Waste is to be picked up **once a week** in biodegradable bags or loose in containers with lid. A yard waste sticker may be attached to the lid of each container used. Limbs can be bundled with a yard waste sticker and placed at the curb for pick-up.

5.4 **There will be no scavenging** by the vendor or by his authorized or unauthorized personnel. Pick-up from single family dwellings or condos of trash, recyclables, yard Waste (as listed in the bid form) will be on one assigned day per week. Therefore, all items will be picked up once a week on the same day from any resident.

5.5 The **Holiday Schedule** is described under Item 6.2.

6. **ADDITIONAL COLLECTION REQUIREMENTS**

6.1 Service shall be provided in a workman like manner.

6.2 The contractor shall immediately and completely remove all spillage and residue of waste at any state of the collection and transportation operation. Any residential waste, recyclable or yard waste spilled or blown during transport or transferring, shall be retrieved immediately.

6.3 No collection shall occur on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day but the material will be picked up at least once a week from each dwelling by the vendor. If the holiday prevents a collection, the route will be picked up one day behind the normal schedule for the remainder of the week.

Details for Holiday pick-up will be worked out at the time bid is awarded. Proper schedules will be presented to the Director of Public Works.

No collection shall be made on Sundays. All collections shall occur between the hours of 7:00 A.M. and 5:00 P.M. Variations from the published collection schedule shall receive prior written approval by the Director of Public Works.

6.4 The collectors and truck operators shall exercise care to keep noise at a minimum, particularly during early morning hours.

6.5 No waste shall be transported in the loading hoppers of trucks.

6.5 The contractor shall establish regular routes and a schedule of collection days for each collection point. It is the City's desire to minimize the number of days during the week (Monday through Friday, Saturday pick-up when a holiday falls on scheduled day) in which collections are performed. The scheduling will be planned in such a way that trash, yard waste, and recyclable pick-up will be on the same day from an individual residence. The Director of Public Works thereto shall approve said schedules and routing and any changes. It will be the contractor's responsibility to provide appropriate notifications to all affected residences of any approved changes to currently scheduled pick-up days. The vendor and the City will mutually prepare information notifications at the sole cost of the vendor and the reports will be delivered by the vendor's authorized personnel or U.S. Postal Service. Property owners will be notified of all necessary and appropriate information for the implementation of recycling and trash hauling services at the expense of the Contractor.

6.6 Compactor type vehicles shall not enter upon private property, except private streets, not shall driveway aprons or sidewalks be used to facilitate a turn around. Properties damaged by the collector shall be replaced or repaired promptly with like properties by the contractor at his sole expense.

6.7 Billing for any services provided beyond the base service level such as rear yard trash collection, yard waste container rental, etc., shall be handled by the hauler. The owner shall be billed directly for said services by the hauler and the City shall bear no responsibility for any uncollectibles, such as payments, etc.

7. **REPORTS TO THE CITY**

7.1 The contractors shall maintain an office for the transaction of business including receipt of service calls or complaints with dedicated telephone number for the City of Creve Coeur and shall be available for such cause on all working days between the hours of 8:00 a.m. and 4:00 p.m. All complaints must be given prompt and courteous attention and in case of missed schedule collections, the contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse as soon as possible, in no event no later than **within 24-hours after the complaint is received**. The contractor shall answer the phone, fax, and/or email promptly and process complaints quickly without requiring callers to spend long periods (over 60 seconds) on hold while waiting for their calls to be handled. The contractor shall keep a log of all customer complaints or inquiries received from the homeowner or city staff, showing when and how each complaint has been addressed or resolved by the contractor. The contractor shall provide the city with a copy of the log and a summary of complaints or inquiries every two weeks.

7.2 The collection supervisor shall contact the Director of Public Works, or a designated representative, at mid-morning and before leaving the City for the day to obtain reports received directly by the City of misses or improper collections and to report observed resident violations of the Solid Waste Ordinance No. 420 and collection regulations. (Copy with the latest amendment is available in the Public Works Department for review.) The contractor or the City will notify the homeowners of any violations in the designated system or regulations.

7.3 Use of E-mail by the contractor is strongly encouraged for efficiency and a higher standard of service.

7.4 The contractor shall submit an accurate monthly record of the quantity and capacities of containers serviced at each condo by the eighth (8th) working day of the month following. In addition, the contractor shall submit to the designated official of the City monthly records of the total net waste of the collected trash, yard waste and recyclables within the City by the eighth (8th) working day of the following month.

7.5 The contractor shall submit an accurate certified monthly record of total net tons of recyclables collected within the City by the eighth (8th) working day of the month following. Recyclables shall be listed by individual items (plastic, glass, paper, etc.).

7.6 **Items 7.4 and 7.5** should be attached with the monthly invoice by the vendor.

7.7 All other applicable conditions are explained on **Page 14, Section 13** of this document.

8. VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of this contract shall:

- 8.1 Carry evidence of a current State of Missouri safety inspection.
- 8.2 Vehicles will be kept clean for appearance and suitability for waste collection in a manner that prevents spillage. Small pick-up trucks will be provided with a retractable cover.
- 8.3 The gross axle weight of the solid waste disposal vehicles shall not exceed 15 tons. The gross vehicle weight of the solid waste disposal vehicles shall not exceed 15 tons. The gross vehicle weight of the vehicles shall not exceed 30 tons for single axle trucks.
- 8.4 No truck will be allowed to be parked in the City overnight, except in case of extreme emergency. Contractor will notify City Police Department.

9. INSURANCE AND BOND REQUIREMENTS

9.1 Performance Bond

The contractor shall post and maintain during the entire term of the contract, at his own expense, a surety bond equal in amount to one-fourth (1/4) of the first year contract price. The form of bond and the bonding company shall be subject to approval of the City Attorney. Said bond shall indemnify the City against the contractor's failure or inability to comply with the terms of the contract. The bonding insurance company shall be licensed to do business in the State of Missouri.

9.2 Worker's Compensation Insurance

The contractor shall obtain and maintain in force during the term of the contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by Statutes of Missouri. Any approved subcontractor also shall obtain, and maintain in force during the term of the contract, Worker's Compensation Insurance. Worker's Compensation coverage carrier shall be licensed to do business in the State of Missouri. City shall furnished with certificate of Worker's Compensation coverage.

9.3 Liability Insurance

The contractor shall obtain and maintain in force during the term of the contract, at his own expense, for all vehicles, equipment and personnel used in the work covered by the contract, whether used and employed by the contractor and subcontractor, liability insurance in a sum of not less than \$1,000,000.00 per accident or occurrence. Said insurance shall specifically name the City of Creve Coeur as an additional insured party under said policies, and said insurance shall be carried by a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be filed in the Office of the City Clerk with a certificate of the insurer that the policy is in full force and effect and that said policy will not be altered, amended or terminated with sixty days (60 days) prior written notice having been given to the City of Creve Coeur. If such insurance is altered, amended or terminated, the City has the right, in its sole discretion, to request the contractor to replace such insurance with insurance satisfactory to the City and the failure of contractor to do so within thirty days (30 days), shall be grounds for the City to terminate the contract. Any approved subcontractor shall be subject to all conditions of this paragraph.

10. PENALTIES

10.1 In the event that the contractor shall fail or refuse to perform his duties and obligations, or shall fail to comply with any of the specifications, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the contractor for the benefit of its creditors, or the take of the contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the contractor, or shall fail to comply with any ordinances of the City, the City may as its sole option declare the contractor to be in breach of his agreement, and the City may without notice terminate the agreement and declare same forfeited and terminated, and the City shall include, but not be limited to, collection on the Performance Bond posted by the contractor. The City will recover additional costs, if incurred, during the legal proceedings against the contractor, including attorney fees.

10.2 The contractor shall pay as liquidated damages the sum equal to one-hundred dollars per day, which after investigation by the city has been determined by it to have been missed on any collection day; provided, however, that the contractor shall not be penalized for said amount for a missed collection point if any such pick-up point is made within 24 hours of the scheduled pick-up date and provided further that the contractor shall not be penalized as herein above provided if such failure is one of an Act of God. For any other failure to comply with the provisions of the contract for service, the contractor shall pay as liquidated damages the sum of two thousand five hundred dollars (\$2,500.00) per day. The above stated amount will be deducted for each day. This amount will be deducted by the City from the monthly invoice received from the vendor.

10.3 The vendor will provide the following information to the residents and to the city staff:

- A. The resident is notified of the reason for non-collection at the time of the non-collection by means of a tag attached to the container or front door knob stating the reason.
- B. The address of the non-collection and the reason thereof is reported by the contractor on his next report to the Department of Public Works.
- C. Missed collections reported to the contractor in the morning are picked up the same day; missed collections reported to the contractor in the afternoon are picked up the following morning, i.e., within 24 hours before starting his regular route, including Saturdays.

10.4 Should conditions warrant, upon the sole determination of the Director of Public Works, the contractor shall assign one qualified, full-time employee to the Department of Public Works to receive and take action on resident calls reporting improper service. The Director shall terminate this assignment upon evidence of satisfactory collection performance.

10.5 In the event of a work-related strike by the contractor's employees, the contractor shall guarantee continuation of normal residential solid waste, recycling, and yard waste collection services to the city.

10.6 Contractor shall defend, indemnify and hold harmless the City (and its employees) from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to, settlement payments), actions, suits, damages, proceedings, claims, demands, assessments, judgements, incident to or arising in any way as a result of the performance or failure to perform on the part of contractor, or any approved subcontractor, under this contract.

10.7 The contract shall not be assignable or transferable by the contractor, nor shall any service be performed by a subcontractor for the contractor without the prior consent in writing of the City, by action of the City Council.

11. OPTION FOR EXTENSION

The City shall have the option to extend this Agreement for an additional five (5) years, commencing on July 1, 2007. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the contractor not later than March 1, 2007. The contract price during this extension period shall be at the same schedule of rates as the previous year (2006-2007), increased by the percentage increase, if any, in the cost of living between the month of April, 2006 and the month of April, 2007, as determined by the St. Louis Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years (July 1, 2008-June 30, 2009, etc. to June 30, 2012), using the guidelines outlined above.

12. CITY CODE REVISION

If the present City Code is in conflict with major provisions of the collection options selected by means of contract award to the successful contractor, a code revision will be made. Except for such material conflicts, contractor shall comply with all applicable provisions of the ordinances of the City, which are available with the City for review.

13. CONDITIONS APPLICABLE TO RECYCLABLE MATERIAL ONLY

The City of Creve Coeur is requesting bids for collection and disposal of all recyclable material only under this proposal within the City limits. The services to be provided are as follows and as explained in the previous pages of this document:

- 13.1 Contractor shall be required to accept all the recyclable materials included in this program. Contractor shall provide these services at the time and place decided by the City at the time of the award of bid.
- 13.2 No extra compensation will be made to the contractor for services outside the scope of this contract unless prior written approval is received from the City.
- 13.3 Authorized materials for recyclable operation as a minimum are as defined on **Page 7 Section 4.5** of this document. Consideration will be given for pick-up of additional recyclable materials.
- 13.4 The contractor will be responsible for obtaining all the necessary permits from the applicable jurisdictions prior to the start of the work under this contract.

- 13.5 The contractor will be responsible for lawfully disposing of any and all materials received under the contract that are not marketed or otherwise utilized. The contractor shall not transform or dispose of any recyclable material at a landfill that is collected and picked up by the contractor without the written authorization to transform or dispose of a material if it can be demonstrated that no reasonable economic market exists for a recyclable end use.
- 13.6 The contractor will provide the City with a written monthly certification of all the materials, trash, recyclables and yard waste, picked up by the contractor from the City. The net weight of the material by grade, will be included in the report. The contractor will provide a written report with a monthly invoice. The written report will cover the total collection for the preceding month.
- 13.7 The contractor will come once a week for recyclable pick-up for each residential unit in the City for collection. The collection time will be 7:00 A.M.-5:00 P.M. during Monday-Saturday only. Schedule for holiday pick-up is listed on **Page 9 Section 6.3** of this document.
- 13.8 All applicable instructions and conditions such as insurance, performance, bonds, vehicles, etc. are elaborated in the previous pages and will be applicable to this program as well.
- 13.9 The contractor will abide by all the rules and regulations of the City, County, State, EPA, and the appropriate portions of the Senate Bill affected by this project.
- 13.10 Recyclable items include but not limited to: newspapers, phone books, brown paper grocery bags, inserts, magazines, junk mail, catalogues, corrugated cardboard, aluminum cans, steel cans, glass (all colors), plastic soda containers, plastic milk containers, and slick magazines.

Any variance by the contractor to the above list of materials must be clearly stated in the bid.

14. DEFINITIONS

Buy-Back Center-A facility where recyclable materials are turned in for payment. From there they go to a processing plant.

Commercialized Plastics- Plastics that are recycled without being sorted by resin type. PET is polyethylene terephthalate such as soft drinking bottles. Manufacturers may mix PET with polystyrene for reprocessing into plastic landscaping material.

High-Density Polyethylene (HDPE)- Common types of plastic used to make milk jugs, detergent and bleach bottles, heavy duty trash bags, hardware and toys. Together PET and HDPE jugs may make up about 80% of all plastic bottles.

Polystyrene- Packaging applications include egg cartons, meat trays, fast-food containers and disposable products such as coffee cups and cafeteria trays, etc.

PVC (Polyvinyl Chloride)- Applications include bottles for eatable oils, "blister" packs and meat wraps.

Tipping Fees- The cost charged to dispose of solid waste at any disposal area.

Household Hazardous Waste (HHW)- Hazardous materials are any that include chemicals with one or more of the following properties: corrosive, explosive/reactive, flammable, or toxic. These include, but are not limited to, latex & oil based paints, lead-acid batteries, oven cleaners, aerosol cans and pesticides.

BID FORM FOR RECYCLABLE MATERIALS BID FORM 2002-2007

Total Cost Per Unit/Per Year		<u>2002-2003</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
I. Curbside Pickup of Recyclable materials						
Once a week in a vendor provided, clear plastic bags printed with the City logo. Price to include delivery to residents twice per year.						
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 OPTIONAL ITEM						
II. Cost of providing 1 ½ mil thick clear plastic Bags printed with the City logo. Price to include shipments to City facility only.						
Total Cost for 500 rolls per year	25 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	50 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Cost for 1,000 rolls per year	25 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	50 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Cost for 2,500 rolls per year	25 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	50 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Cost for 5,000 rolls per year	25 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	50 bags/roll	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

BID FORM FOR RECYCLABLE MATERIALS
BID FORM 2002-2007

NOTES:

1. Currently approximately 5,120 homes and 400 condos, i.e. 5520 total units, are being serviced.
2. Variances will be considered where clearly stated.
3. Individual contractors geared towards this program are encouraged to add additional recyclable items; however, the bidder must comply with all the requirements as set forth in this complete package of specifications.
4. The City will accept or reject the bid and the award will be granted to the lowest responsible vendor.
5. The contractor will provide an informational pamphlet four (4) times during the first year and twice a year for the remaining four years. This providing of informational/educational material will continue throughout the length of the contract.
6. Please list any additional items, which can be included in the recycling program for this contract period.

Date Submitted

Company (Include Corporate Seal)

Owner / President

Assigned Agent/Contact

Address

City State Zip

Phone No.

Fax No.

E-Mail

GARBAGE & RUBBISH BID FORM 2002-2007

Total Cost Per Unit/Per Year	2002-03	2002-04	2004-05	2005-06	2006-07
I. Single Family/including Condos Pickup of trash once a week at curbside	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
II.					
A. OPTION – ADD ON Resident may pay hauler directly for Once a Week Rear Yard Pick-up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
B. OPTION – ADD ON Resident may pay hauler directly for Twice a Week Rear Yard Pick-up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
III. Trash pick-up from Condos ^{1 & 2} Other City owned facilities					
A. CONDO TRASH PICKUP Condos ^{1&2} and other City owned facilities					
A1 - 1 CY Once A Week 4 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A2 - 2 CY Once A Week 24 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 3 - 3 CY Once A Week 5 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 4 - 4 CY Once A Week 2 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 5 - 6 CY Once A Week 1 Unit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

GARBAGE & RUBBISH BID FORM 2002-2007

Condos^{1&2} and other City owned facilities (cont)

	<u>2002-03</u>	<u>2002-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A 6- 2 CY Twice A Week 4 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 7- 4 CY Twice A Week 2 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 8- 6 CY Twice A Week 1 Unit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 9- 2 CY Compactor Once A Week 17 Units	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
A 10- 2 CY Compactor Twice A Week 1 Unit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	<u>2002-03</u>	<u>2002-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
IV. Sticker Cost for Yard Waste Pickup	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
V. Cost of Biodegradable Yard Waste Bag with Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
VI. Cost to resident for renting 90 Gallon Plastic toter with wheels and cover	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

GARBAGE & RUBBISH BID FORM 2002-2007

NOTES

1. Currently approximately 5,120 homes and 400 condos, i.e., 5520 total units are being serviced.
2. The City has the following Condos with their trash container sizes and quantities:

Briarcliff¹

4 of 1 CY – 970 Spoede Road
3 of 2 CY – 1010 Thoreau Court
3 of 2 CY – 1033 Wilton Royal Drive
2 of 3 CY – 10936 Vauxhall Court

Saratoga

3 of 2 CY

Golfview at Condos² - 561 Sarah Lane

2 of 2 CY Compactors
2 of 2 CY Loose Containers

Coeur De Royale²

13 of 2 CY Compactors

Old Ballas Village – 624 Old Ballas Road

6 of 2 CY

Carriage Square – 920 to 942 Guelbreth

2 of 3 CY

Courtland Manor – 950 E RueDeLa Banque

1 of 4 CY

Woodbridge Condos – 11920 Old Ballas

2 of 2 CY

Golfview at the Green – 590 Sarah Lane

5 of 2 CY
2 of 2 CY Compactors

Somerfor Condos – 246 Somerfor Place

1 of 3 CY

Mill Crossing Condos – 13036 Olive

5 of 4 CY

¹ Some of the containers belong to the Condos and others belong to the present hauler, i.e. Midwest Waste. The prospective vendors are advised of this situation so that they are prepared to furnish the containers at locations where the present containers belong to the present hauler.

² These places have compact trash containers and belong to property owners.

3. City owned sites for trash containers are:

A)	Beirne Park	1 of 3 CY
B)	Government Center	1 of 3 CY
C)	Street Department Garage	1 of 6 CY
D)	Ice Arena/Golf Course	1 of 4 CY
E)	Millennium Park	1 of 4 CY

Municipal Solid Waste and Yard Waster is collected without charge from all city owned facilities and at city sponsored special events.

**GARBAGE & RUBBISH
BID FORM 2002-2007**

4. Bulky trash is included in the price of regular trash.
5. The bidder to comply with all applicable regulations pertaining to yard waste and other phases of Senate Bill #530 as elaborated in these documents. All containers are emptied of household waste. Residential units are not limited to the number of containers for weekly pick-up.
6. The undersigned acknowledges that the City reserves the right in its sole discretion to accept or reject the above said bid proposal and to determine which bid is advantageous, beneficial or expeditious to the City. All applicable specs in this complete package are to be kept in mind while performing work under the contract.
7. City ordinances are available on the City's web page at www.creve-coeur.org
8. Senate Bill No. 530, City Ordinance 420, and City Ordinance 1463 are available for review in the Public Works Department.
9. Collectors shall replace lids on all storage containers after emptying, put containers back in their original location and shall not abuse said containers and lids. The contractor shall replace storage containers and/or other facilities damaged by the collector, with like facilities.
10. It shall be the responsibility of the contractor to inform customers of any changes in routes, procedures or the manner in which holidays are treated, following notices to and approval of the city.
11. The City will accept or reject the bid and the award will be granted to the lowest responsible vendor.

Date Submitted

Company (Include Corporate Seal)

Owner / President

Assigned Agent/Contact

Address

City State Zip

Phone No.

Fax No.

E-Mail

DOCUMENT NAME	City of Kirksville, MO: Ordinance for Solid Waste and Recyclable Collection, Transportation, and Disposal Services.
GENERAL DESCRIPTION	Ordinance outlining services for solid waste, recycling, and yard waste collection for the municipality.
GENERAL PROVISIONS	<ul style="list-style-type: none"> • Contract Duration: Three years • Residential Accounts defined as less than five dwelling units under one roof. Accounts are serviced by city approved contractor only. • Residential Commercial Accounts defined as five or more dwelling units under one roof. Accounts may contract with other city licensed residential haulers. • Nonresidential Commercial Accounts are commercial, industrial establishments – excluding Residential Commercial Accounts. Accounts may contract with any licensed hauler. • Commercial Accounts defined as commercial, industrial accounts with five or more dwelling units under one roof. Accounts are not regulated by the City. • City requires that the contractor provide a “base of operations” within the city limits and requires publishing a “Yellow Pages” ad in the city directory. <p><u>Refuse Collection</u></p> <ul style="list-style-type: none"> • Metal or plastic containers up to 33 gallons with lids. <ul style="list-style-type: none"> – Once per week collection. – One container at regular fee, extra containers or bags must be affixed with a \$1.00 sticker. <p><u>Recycling Collection</u></p> <ul style="list-style-type: none"> • Commingled materials placed in clear 33 gallon plastic bags. <ul style="list-style-type: none"> – Once per week collection. – OCC separately flattened and bundled. – ONP separately bundled and placed in a clear bag, brown bag or box. – Unlimited materials may be set out. <p><u>Yard Waste Collection</u></p> <ul style="list-style-type: none"> • Collected in plastic bags. • Minimum of once per month collection (March – December). • Contractor must maintain a roll-off container for residential drop-off. <p><u>Special Collection</u> City may direct the contractor to collect trash at any location with a 24hr notice for \$4/bag.</p>

SERVICE COSTS	Once per month residential: \$6.00/month (Limit one (1) bag/week) Two (2) dwelling unit housing facility: \$12.00/month (Limit one (1) bag/unit/week) Three (3) dwelling unit housing facility: \$18.00/month (Limit one (1) bag/unit/week) Four (four) dwelling unit housing facility: \$24.00/month (Limit one (1) bag/unit/week) Refuse Stickers (for extra containers of refuse): \$1.00/sticker
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**CITY OF KIRKSVILLE, MISSOURI
CONTRACT FOR SOLID WASTE/RECYCLABLE MATERIAL COLLECTION**

THIS CONTRACT, made and entered into this 18th day of February, 2002, by and between the City of Kirksville (hereinafter called the "City"), and Superior Services, Incorporated, (hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the City for the consideration stated herein agree as follows:

1. **TERM.** This contract will take effect on April 1, 2002, and remain in full force and effect until March 31, 2005, unless otherwise terminated as provided herein.
2. **SCOPE OF WORK.** The Contractor is granted the sole and exclusive right to provide refuse and solid waste/recyclable material collection, removal and disposal services, as specified, to residential customers, and to perform all other work called for and described in the Contract Documents, within the City of Kirksville, Missouri. The Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide collection services.
3. **COMPONENT PARTS OF THE CONTRACT DOCUMENTS.** The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.
 - (a) The General Specifications
 - (b) The Contract for Solid Waste Collection (This Instrument)
 - (c) The Certificate of Owner's Attorney
 - (d) The Performance Bond
 - (e) The Hold Harmless and Indemnification Agreement
 - (f) Listing of City Dumpster and Rolloff Locations

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld per the General Specifications. No amendment shall be construed to release either party from any obligation of the Contract Documents, except as specifically provided for in the General Specifications.

This Contract is intended to conform to all respects to applicable statutes of the State of Missouri, and if any part or provisions of this contract conflicts therewith, the said Statute shall govern.

The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the Contract Documents.

4. **IN WITNESS WHEREOF,** the parties hereto have signed this agreement in quintuplicate. The counterparts have been filed as follows:

Two copies with the City
Two copies with the Contractor
One copy with the Bonding Company

All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF KIRKSVILLE, MISSOURI



City Manager

CONTRACTOR



General Manager

ATTEST:



City Clerk

ATTEST:



GENERAL SPECIFICATIONS

1. DEFINITIONS

Bags - Plastic sacks, with sufficient wall strength, to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 33 gallons and a loaded weight not to exceed 40 pounds.

Bulky Rubbish - Non-putrescible solid wastes consisting of combustible and/or noncombustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience by solid waste collectors, with the equipment available therefor.

Bundle - Newspapers and magazines securely tied together forming an easily handled package not exceeding 40 pounds in weight.

City - Refers to the City of Kirksville, Missouri empowered under state law to solicit and award contracts for the collection of refuse and solid waste. "City" also refers to the appropriate employee or office of the City authorized to act as its agent in handling pertinent matters of this Contract.

Commercial Account - Refers to any commercial, industrial, institutional or agricultural establishment including institutional housing and other commercially oriented residential establishments including fraternities, sororities and housing facilities with five or more dwelling units under one roof.

Containers - (A) Reusable Containers –A receptacle made of plastic, metal, rubber or fiberglass with a capacity not to exceed 33 gallons, loaded weight of no more than 40 pounds, a tightfitting lid, and handles of adequate strength for lifting. (B) Non-reusable Containers–See definition of Bags. (C) Recyclable containers such as cardboard boxes not exceeding 33 gallons or 40 pounds loaded weight.

Contractor - The individual, firm, partnership, joint venture, corporation, or association performing refuse solid waste collection and disposal under Contract with the City.

Demolition and Construction Waste - Waste materials from the construction or destruction of residential, industrial or commercial structures.

Disposal Site - A refuse depository for the processing or final disposal of refuse including, but not limited to, sanitary landfills, transfer stations, incinerators, composting sites, recycling centers and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

Dwelling Unit - Any room or group of rooms located within a structure, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

Hazardous Waste - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate State agency.

Non-Residential Commercial Account - Is any commercial, industrial, institutional or agricultural establishment excluding residential commercial accounts.

Occupant - Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

Person - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representative, agent or assigns.

Recyclable Materials - All types of metal containers, all types of plastic containers, newsprint, magazines, mixed paper, corrugated cardboard, paper board and computer paper, and yard waste.

Recyclable Materials Container - Transparent plastic bags (or other plastic bags which permit the contents of the bag to be visible) designed with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 33 gallons and a loaded weight not to exceed 40 pounds. Corrugated cardboard and paper board may be bundled, or may be flattened and boxed loosely for collection. Consequently, for such recyclables, cardboard boxes shall also be defined as a recyclable material container.

Recycling Business - A depository for the processing/sorting of recyclable materials.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Refuse Sticker - An adhesive label for use on refuse bags/containers purchased from the contractor or contractor's agent.

Residential Account - An account containing less than five dwelling units under one roof, including mobile homes/trailers, and not used for commercial purposes.

Residential Commercial Account - An account that has five or more independent dwelling units under one roof.

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials.

Solid Waste - Unwanted or discarded waste materials in a solid or semi-solid state, including but not limited to garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction wastes.

2. INSURANCE COVERAGE

The Contractor shall purchase and maintain the following insurance coverage:

(a) Worker's Compensation, including Employer's Liability Insurance, complying with State requirements.

(b) Comprehensive General Public Liability Insurance including coverage for products and completed operations work, and Contractual Liability Insurance covering the indemnity clauses in this Contract, with minimum limits of \$500,000 for Bodily Injury and Property Damage combined single limit per occurrence.

(c) Automobile Liability Insurance with minimum limits of \$500,000 for Bodily Injury and Property damage combined single limit per occurrence.

(d) Contractor shall indemnify and hold harmless the City of Kirksville from any and all losses, damages, claims, fines, penalties, suits and costs, including injury or death of any persons, or damage to or loss of property, as well as fines, assessments and penalties imposed by any authority which arise out of all violation of law by, and all acts and omission of the Contractor, the Contractor's agents, employees, or customers, occurring in connection with the products and services covered herein. The Contractor will sign and have notarized the attached Hold Harmless and Indemnification Agreement. The agreement must be furnished to the City within twenty (20) days after requested by the City, along with insurance certificates specifically naming the city of Kirksville as an additional insured.

3. CERTIFICATE OF INSURANCE

A certificate evidencing insurance coverage as above shall be provided by the Contractor to City of Kirksville. The City of Kirksville shall be named as an Additional Named Insured for all coverages, except the Worker's Compensation coverage, and an endorsement of the same shall be submitted with a certificate. It shall be the Contractor's responsibility to keep the insurance coverage in full force and effect during the term of this contract. Such certificates shall provide that thirty (30) days advance written notice shall be given to the City in the event of any change in, or cancellation of such insurance.

4. PERFORMANCE BOND

The Contractor will furnish a bond or certified check, or other acceptable security payable to the City of Kirksville, Missouri, in the amount of \$250,000 during the entire term of the contract. Such bond or deposit must be furnished to the City within twenty (20) days after execution of the contract. The form of the Performance Bond is attached.

5. GENERAL BOND REQUIREMENTS

All bonds must be furnished by such surety company or companies as are authorized and licensed to transact business in the State of Missouri; checks must be drawn on a solvent and federally insured lending institution licensed to do business in the State of Missouri. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney. Failure to maintain the bonds and insurance shall be grounds for contract cancellation.

6. TYPES OF ACCOUNTS

Accounts as defined in Section 1 are enumerated below:

- (a) Residential account is an account that contains less than five dwelling units under one roof, including mobile homes/trailers, and not used for commercial purposes.
- (b) Residential commercial account is an account that has five or more dwelling units under one roof, including a fraternity or sorority.
- (c) Non-residential commercial account is any commercial, industrial, institutional or agricultural establishment excluding residential commercial accounts.
- (d) Commercial account is any commercial, industrial, institutional or agricultural establishment including institutional housing and other commercially oriented residential establishments including fraternities, sororities and housing facilities with five or more dwelling units under one roof.

7. ACCOUNT REGULATION

- (a) Residential accounts shall be served only by the City approved Contractor.
- (b) Residential commercial accounts shall be free to contract with other licensed residential haulers holding current licenses with the City.
- (c) Nonresidential commercial accounts shall be free to contract with any licensed hauler holding a current license.
- (d) The rates charged by Contractors for commercial account service shall not be regulated under the terms of this contract.
- (e) If any account shall fail to dispose of its solid waste and refuse properly, and upon creation of a health, odor or litter problem, and upon conviction thereof, then the City shall have the right to designate the Contractor and the owner shall pay an appropriate charge for the service.
- (f) Nothing herein contained shall be construed to limit or restrain the City from separately contracting with recycling or trash disposal vendors for handling of residential commercial and nonresidential commercial accounts.

- (g) The City will remit the monthly contract fee to the hauler once each month for every residential unit covered by this agreement with an active water meter in service for at least half the month, less a negotiated percentage for delinquencies, and exclusive of Contractor payments for partial month service. The City will not charge an administrative fee to the Contractor for billing and collection other than the franchise fees stipulated by ordinance.

8. REFUSE COLLECTION CONTAINERS

- (a) Residential accounts shall use bags or reusable containers as defined herein. Residential accounts have the option of placing the bags in metal or plastic containers with tight fitting lids up to 33 gallon capacity. Fifty-five gallon drums are expressly prohibited. The owners of three and four-unit residential structures may make alternate container arrangements if the City agrees in writing, if provision is made for recycling collection, and if the monthly per unit price remains unchanged.
- (b) Residential commercial accounts shall have the option of using bags, reusable containers, containers of one yard or larger size metal or plastic containers with tight fitting lids.
- (c) No occupant shall place more solid waste in a container so that the lid cannot be closed. Provided, however, that where there is a problem locating a container as determined by the Contractor and the City, then an exception on the requirement of the container may be granted by the City in writing to the owner. Fifty-five gallon drums are expressly prohibited.
- (d) Nonresidential commercial accounts shall use a bag, reusable container or one yard or larger size metal or plastic container with tight fitting lids. No occupant shall place more solid waste in a container so that the lid cannot be closed. Fifty-five gallon drums are expressly prohibited.
- (e) The Contractor shall be responsible for the maintenance and sanitation of all containers owned or used by the Contractor. The Contractor's name and telephone number shall appear on the side of all containers. This shall only apply to containers of a one yard size or larger. Lids shall be tight fitting and in working order. It shall be the responsibility of the Contractor to maintain the containers and to make sure that the platform or pad under the container is maintainable and easily cleaned. The platform or pad under the container is maintainable and easily cleaned. The platform or pad shall be maintained by the account owner, except for the requirement that all strewn materials and litter in the immediate area shall be cleaned up by the Contractor

9. REFUSE COLLECTION FREQUENCY

- (a) The Contractor shall provide once weekly solid waste (trash) collection for all residential accounts.
- (b) Residential commercial accounts shall be picked up a minimum of once a week, unless a higher frequency is required by the occupant/owner or the City. For health reasons or violations of City ordinances, the City can order the frequency of the

collection increased above the minimum or the size of the container increased for commercial accounts, if the City so determinates. If so ordered by the City, the occupant or owner shall pay an appropriate monthly charge.

- (c) Nonresidential commercial accounts shall be picked up a minimum of once a week, unless a higher frequency is required by the occupant/owner or the City. For health reasons or violations of City ordinances, the City can order the frequency of the collection increased above the minimum or the size of the container increased, for commercial accounts, if the City so determines. If so ordered by the City, the occupant or owner shall pay an appropriate monthly charge.

10. RESIDENTIAL REFUSE COLLECTION QUANTITY

- (a) Solid waste (trash) to be picked up at residential accounts shall consist of ordinary household waste only. Other arrangements with the hauler are not price regulated by this contract.
- (b) Residential accounts may place one (1) container/bag of solid waste (trash) without a sticker for collection per refuse pickup. Additional containers/bags will only be collected if they have been tagged with the appropriate sticker.

11. RECYCLABLE MATERIAL COLLECTION CONTAINERS

- (a) Residential accounts shall use transparent bags as defined herein.
- (b) Recycling for commercial accounts is not regulated by this agreement.
- (c) All recyclable materials shall be placed in transparent bags as defined herein with the exception of corrugated cardboard and newspaper. Corrugated cardboard must be flattened, tied in bundles and kept dry for collection or may be flattened and boxed loosely for collection. Newspaper must be tied in bundles or placed in transparent bags, cardboard boxes or brown grocery sacks and kept dry for collection. Bundles or bags may not exceed 40 pounds.
- (d) All recyclables other than newsprint, cardboard, paper board and mixed paper may be placed together in the same clear plastic bag. Paper products shall be bagged or bundled for recycling.

- (e) All recyclable yard waste shall be bagged. The number of bags is unlimited.

12. RECYCLABLE MATERIAL COLLECTION FREQUENCY

- (a) The Contractor shall provide once a week recyclable material collection for all residential accounts. The collection of recyclables may be made on a separate day or the same day as the refuse collection day. The Contractor shall be required to take all recyclable materials to an approved recycling facility, and shall be responsible for adequately informing all customers of pickup days and times.

- (b) The Contractor shall provide once a month bagged yard waste (leaves and grass clippings) on the regular trash pickup day during the last full week of each month, except January and February.

13. RESIDENTIAL RECYCLABLE MATERIAL COLLECTION QUANTITY

There is no limit on the amount of recyclable materials that residential accounts may place for collection. Limitations only relate to the types of recyclable materials (see recyclable materials definition).

14. RECYCLABLE MATERIALS INCLUDED

- (a) Contractor shall provide for the collection and disposal of the following recyclables: All types of metal containers, all types of plastic containers, newsprint, magazines, mixed paper, corrugated cardboard, paper board and computer paper, once each week at all residential locations covered by this agreement.
- (b) In addition to weekly pickup of recyclables as defined herein, the Contractor will provide collection and disposal of grass, leaves, small branches and similar yard wastes which are contained in plastic bags at curbside, at least once each month, ten (10) months per year, from March through December.
- (c) The Contractor shall have the responsibility to collect and properly recycle or compost all recyclables listed herein, regardless of the Contractor's ability to cost effectively recycle and/or compost them or obtain other satisfactory cost recovery for the variable costs of collection and recycling.

15. COLLECTION HOURS

Hours of collection are to be from 6:30 a.m. to 5:30 p.m. Monday through Saturday, except for commercial accounts. Exceptions may be made only when the Contractor has reasonably determined that it is not possible to service an existing route due to unusual circumstances or upon the mutual agreement of the City and the Contractor.

16. COLLECTION LOCATION

Solid waste and recycling collections shall be made only on streets or highways maintained by the State Highway Department or the City of Kirksville, or private streets open to the public (no alleys). Solid waste (trash) and recyclable materials shall be placed adjacent to said streets or highways in containers or bags suitable for the amount and weight load of solid waste (trash) or recyclable materials being placed for collection. Residential containers/bags shall not exceed 33 gallon capacity. Solid waste (trash) containers/bags, yard waste and recyclable materials bags shall be placed adjacent to said streets or highways no later than 6:30 a.m. on the scheduled day of pickup. Containers/bags containing solid waste or bags containing recyclable materials shall not be placed outside the confines of any dwelling unit or weather/animal proof structure no sooner than noon the day preceding the regularly scheduled collection day. Other location arrangements with the hauler are not regulated by this contract.

17. MANDATORY REFUSE COLLECTION

- (a) The occupant of every residential account which contains only one dwelling unit shall pay the appropriate monthly charge to a contractor. The occupants of every residential account which contains two (2), three (3) or four (4) dwelling units with separate water service shall pay the appropriate monthly charge.
- (b) The owner of every residential account which contains two (2), three (3) or four (4) dwelling units with single water service shall pay the appropriate monthly charge to a contractor.
- (c) The occupant of a residential account which contains only one dwelling unit and is the holder of a City of Kirksville business license; who can provide evidence of a written contract for trash collection service at the business license location utilizing a one yard or larger container on a regular weekly basis; who shall affirm on an affidavit that all the solid waste from the residential account location is being transported to the business license location in the occupant's personal vehicle and no other vehicle shall be allowed to not pay the monthly residential charge for one unit. No employee, partner or person other than the holder of the business license, shall be allowed to waive the monthly residential fee. A person wishing to be approved for a residential waiver shall apply at the Department of Finance who shall forward a notification to the appropriate district contractor. The person requesting a waiver shall not be delinquent of any taxes, fees or other charges owed the City as a condition of receiving the waiver.

18. FAILURE TO COLLECT

Contractor shall pay the sum of Five Hundred Dollars (\$500.00) as liquidated damages to City for each and every day that Contractor shall fail or refuse to perform his duties and obligations under the terms of this contract, and the Contractor shall further pay as liquidated damages the sum of Fifty Dollars (\$50.00) for each dwelling unit pickup point which, after investigation by City, has been determined by it to have been missed on any collection day; provided, however, that Contractor shall not be penalized in a said amount of Fifty Dollars (\$50.00) for a missed collection point if a pickup at any such point is made within Twenty-four (24) hours of the appointed pickup date, and provided, further, that Contractor shall not be so penalized if such failure shall be caused by fire, riots, civil commotion or acts of God. Penalties for nonperformance are in addition to claims made by the City against the Contractor's performance bond (Section 4 above).

19. LITTER

The Contractor shall pick up and dispose of all refuse that has been strewn about in the immediate area by an animal or animals; created by weather conditions or strewn about during the collection process. The City will assist with animal control enforcement where repeated litter caused by animals occurs.

20. PROHIBITED ITEMS

Contractor may decline to collect any container, bag or bundle not so placed in the proper

location; any container not defined in the definitions; any containers/bags that contain sharp objects or liquids; any container/bag without the proper sticker; any solid waste or recyclable material not properly contained; or any recyclable material bag containing non-recyclable materials. Where the Contractor has reason to leave solid waste uncollected at a location, he or his agents shall inform the occupant owner within one (1) day by written notice, mailing, or telephone about why the solid waste was not collected, i.e., type of solid waste, hazardous waste, unapproved containers or bundles, improper placement, etc.

21. SERVICE COMPLAINTS

The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for more than two (2) days, the City will have the right to demand an explanation or resolution to its satisfaction.

22. HOLIDAYS

Contractor shall send written notification to the Code Administrator at least two (2) weeks before any holiday to be observed with appropriate alternate/make-up schedule. The Contractor shall be responsible for placing newspaper and radio ads announcing holiday schedules. Pickup after a holiday shall be made the same week as the holiday. Adequate advanced notice shall be given to the customers affected by the holiday.

23. CITY CONTACT PERSON

The contact person for the City shall be the Code Administrator for the day-to-day operation. Contractor shall provide route schedules to the Code Administrator within thirty (30) days of contract execution. The contact person for the City, for all City health code and ordinance violations, shall be the Code Administrator.

24. BASE OF OPERATIONS

Contractor shall be required to establish a base of operations to serve the City of Kirksville upon the effective date of the contract at which time he shall have an appropriate amount of equipment to insure capability of meeting a full level of service, including the ability to respond to emergency situations, acceptable to the City in all respects. Further, a responsible person must be available during normal business hours via a local call (approximately 9:00 a.m. - 5:00 p.m., Monday-Friday), to respond to calls regarding solid waste collection, recycling or complaints about service and billing. The Contractor shall provide for a telephone listing in the "Yellow Pages" of the Kirksville phone book under the Trash Hauling section. The listing will include the address of the contractor's base of operations and a local telephone number. The Contractor shall be required to respond to citizen questions and/or complaints in a timely fashion, generally no longer than two (2) working days.

25. CONTRACTOR VEHICLES

- (a) The Contractor shall make the solid waste (trash) collection either in packer type trucks or in enclosed trucks constructed so as not to permit the contents thereof to

blow, fall, or leak from said trucks. The vehicles shall be maintained in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations, and shall have presentable appearances. The exterior of the vehicles shall be washed at least once every two weeks. An adequate number of vehicles shall be provided by the Contractor to collect refuse in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Missouri and shall operate in compliance with all vehicles manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard Z245.1.

- (b) The Contractor shall, with its own forces or through a subcontract approved by the City, make recyclable materials collection in truck/trailers (no packer trucks) so as to not permit the contents thereof to blow, fall, or leak from said trucks. The vehicles shall be maintained in good working order, shall be cleaned regularly in accordance with any applicable Health Department regulations, and shall have presentable appearance. The exterior of the vehicles shall be washed at least once every two weeks. An adequate number of vehicles shall be provided by the Contractor to collect recyclable materials in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Missouri and shall operate in compliance with all vehicles manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard Z245.1.
- (c) All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both sides of the truck. Each truck shall have at least one broom to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure to prevent any littering of solid waste and/or leakage of fluid.
- (d) The Contractor shall not use pup trailers, or trailers attached to other collection vehicles, in the collection of garbage or recyclables. The Contractor shall not use packer trucks in the collection of recyclables or yard waste.

26. CONTRACTOR'S EMPLOYEES

- (a) The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language and to obey all traffic laws. Each employee's clothing will be as neat and clean as circumstances permit. Shirts will be required at all times.
- (b) The Contractor's employees shall follow the regular walks for pedestrians when on private property, shall not trespass or loiter on private property, and shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall always carry a valid driver's license for the type of vehicle he is driving.
- (c) The City shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is negligent, or discourteous in the performance of his duties. The City may suggest action to be taken in its complaint, but it shall not be binding on the Contractor.

27. REFUSE DISPOSAL SITE

Solid waste and yard waste collected by the Contractor shall be deposited in a state-permitted facility.

28. RECYCLABLE MATERIALS SITE

The recyclable and yard waste materials collected by the Contractor shall be taken to recycling and composting facilities approved by the City. Contractor agrees to permit representatives of the City to make irregular and unannounced inspections of contractor facilities, and the facilities of recycling, composting and landfill subcontractors, for purposes of verifying contract compliance. Contractor shall obtain written agreements with subcontractors which provide for and ensure compliance with this contract provision.

29. HAZARDOUS WASTE

The Contractor agrees that the collection of hazardous waste materials as determined by the United States Environmental Protection Agency and the Missouri Department of Natural Resources are not covered by the contract. Hazardous material collection is to be handled separately from and outside the terms of this contract.

30. CITY INFORMATION AND CONTRACTOR'S RESPONSIBILITIES

The City shall continue to provide the same level and type of information to the Contractor over the term of the contract. Additional periodic public information about the importance of recycling shall also be the responsibility of the City. If changes occur, adequate information will be provided to set up new customer accounts. It shall be the responsibility of the Contractor to collect solid waste (trash), and other wastes, and recyclable materials from each residential account in the City regardless of whether the customer's account is in arrears, so long as water service is active. If water service is not active, it is assumed that the dwelling is not occupied and there will be no fee assessed for trash.

The City will distribute to each new residential water service customer (excluding transfers), a copy of the educational materials regarding the solid waste program and one (1) transparent plastic bag for recyclable materials. These items will be provided at the time the customer applies for water service. The Contractor is solely responsible for sale of refuse stickers.

31. EXCLUSIVE RIGHT

- (a) The City, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this contract to collect and dispose of residential refuse and solid waste, recyclables and yard waste, except hazardous wastes, located within the City. The City warrants that it has the authority to grant such an exclusive right as described in this contract, for residential locations with less than five (5) independent living units.
- (b) The City, as grantor, grants the Contractor, as grantee, the nonexclusive right to collect and dispose of residential, commercial, industrial and nonresidential

commercial refuse and solid waste within any district in the City, subject to business licensing requirements.

32. CONTRACT RATES

(a). Residential Accounts	Contractor Billing	City Billing
(1) Price per residence per month [(Limit of one (1) bag/container of refuse per pickup]	\$ N/A	\$ 6.00
(2) Price per two (2) dwelling unit housing facility per month [Limit of one (1) bag/container of refuse per unit per pickup]	\$ N/A	\$ 12.00
(3) Price per three (3) dwelling unit housing facility per month [Limit of one (1) bag/container of refuse per unit per pickup]	\$ N/A	\$ 18.00
(4) Price per four (4) dwelling unit housing facility per month [Limit of one (1) bag/container of refuse per unit per pickup]	\$ N/A	\$ 24.00
(5) Refuse stickers: price per sticker [Additional bags/containers will only be picked up with valid sticker]	\$ N/A	\$ 1.00

Prices above shall include a once-a-week collection of an unlimited quantity of recyclables under the rules stipulated herein, and once-a-month collection of bagged yard wastes, as provided herein for ten (10) months each year.

33. ADDITIONAL YARD WASTE REMOVAL

In addition to the monthly curbside yard waste removal and composting, the Contractor shall maintain one (1) 20-yard roll-off container at the City's public works garage year round exclusively for disposal of additional yard wastes. It will be emptied on an as-needed basis by the Contractor. The Contractor will empty the roll-off container on a monthly basis. If more frequent collection is required, the City will notify the Contractor and the Contractor will provide more frequent collection.

34. PURCHASE OF STICKERS

The Contractor shall provide for the sale of refuse collection stickers at a minimum of three (3) Kirksville service or retail establishments. The Contractor shall publicize these locations. Additionally, residential accounts may purchase stickers directly from the Contractor by mail or at the Contractor's place of business.

35. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits (other than the

license and permit granted by the contract) and promptly pay all taxes required by the City. The Contractor shall, within thirty (30) days of the end of the month following each calendar quarter, pay the City a franchise fee equal to two (2) percent of the gross quarterly receipts for all accounts within the City limits during that period.

36. CONTRACT ASSIGNMENT

The contract shall not be assignable or transferable by the Contractor, nor shall any services be performed by a subcontractor for the Contractor without the prior consent in writing of the City.

37. MISCELLANEOUS PENALTIES

The Contractor shall not offer residential solid waste collection services to any residential account, as defined herein, in the City of Kirksville, outside this contract, and the Contractor shall exercise due diligence to ensure that other haulers in the business of providing residential solid waste collection services do not do so in the City.

38. CONTRACT TERM

The starting date of the contract and commencement of service shall be upon the date of award of the contract. The term of the contract shall run from April 1, 2002 until March 31, 2005. Either party may elect to terminate this contract at the end of the first year of the term of this contract by giving the other party one hundred twenty (120) days prior written notice of its intention to terminate the contract.

39. ANNEXATION

Whenever the City shall expand the number of residents in the City through development or annexation, such residences shall be added to the Contractor's routes as soon as possible and shall receive the same services at the same costs as all other residential locations.

40. CONTRACT CANCELLATION

In the event that Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including and proceeding under Chapter 10 or Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the even of an assignment by Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in such events, City may at its option, upon five (5) days written notice, declare the Contractor to be in breach of his agreement and 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 including acting against the Performance Bond.

41. COMPLIANCE WITH APPLICABLE LAWS

The parties to this contract agree that the laws of the State of Missouri shall govern the

validity construction, interpretation, and effect of this contract. The Contractor shall conduct the service of solid waste and refuse collection as provided for by this contract in compliance with all applicable federal and state regulations and laws. This contract and the work to be done as described herein are also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

42. WAIVERS

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Where the condition to be waived is a material part of the contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a contract change as provided for elsewhere in this section.

43. ILLEGAL AND INVALID PROVISIONS

Should any term, provision or other part of this contract be declared illegal, it shall be exercised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the contract shall not be affected, but shall remain in full force and effect.

44. JOINT AND SEVERAL LIABILITY

If the Contractor is comprised of more than one (1) individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

45. BINDING EFFECT

The provisions, covenants, and conditions in this contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

46. AMENDMENT OF THE CONTRACT

No change or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this contract. A signed original is to be fastened to the original contract with signed copies retained by all the parties. The written change is not to become effective for a period of ten (10) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

47. PREVIOUS AGREEMENTS SUPERSEDED

This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract as they alter, vary or contradict this agreement.

48. INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract provided, further that the City will indemnify and save harmless Contractor, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract, or resulting from a willful or negligent act or omission of the City, its officers, agents, servants and employees in the performance of this contract.

49. ADDITIONAL SERVICES

In consideration of this exclusive contract, the Contractor shall provide to the City collection of municipal dumpsters at locations listed in Appendix A - 3 (f) at no charge. The Contractor will also agree to accept appliances collected by the City during spring cleanup at a rate to be negotiated in the future, but in any event not more than the lowest rate charged to other cities for the same service, and to advertise its bulky waste pickup services in newspaper and radio in Kirksville on a quarterly basis.

50. SPECIAL COLLECTIONS

The Contractor agrees, at the City's direction, to make collection and disposal of extra bags of trash, at any location in the City within twenty-four (24) hours notice for \$4.00 per bag.

51. DISPOSAL AND SUBCONTRACTORS

(a) Contractor proposes to dispose of garbage at the following landfill:

Superior - Maple Hill Landfill INC
DNR Permit # 112107
Permit Expires (date) 1-14-2017

(b) Contractor proposes to compost yard waste at the following site(s):

Superior - Maple Hill Landfill INC.

(c) Contractor prepares to contract with the following recycling vendors:

Superior Services INC.

3. (f) CITY DUMPSTER AND ROLLOFF LOCATIONS

City Hall	201 South Franklin Street
Telecommunications Community Resource Center (T.C.R.C.)	315 South Franklin Street
Fire Department	601 South Franklin Street
Adair County Animal Shelter	Highway 6, West
Public Works Complex	2001 North Osteopathy Street
Water Plant	Old Highway 6 West
Wastewater Plant	4100 Atlas Lane
Regional Airport	Highway 63, South
Parks & Recreation	200 West Potter Avenue
Aquatics Center	801 East Mill Street
Fields of the Future (North Park)	North Baltimore Street

Please return this information to Kim Strahm 713/654-0538 (Fax) 713/654-0416 (Phone) at
J&H Marsh & McLennan, Inc.

BOND REQUEST FORM

GENERAL INFORMATION (Required on all Bond Requests)

*Automatic
Renewal
unless
only if they
don't perform
duties*

PRINCIPAL CITY OF KIRKSVILLE
(Complete Legal Name)
Address 201 S. FRANKLIN KIRKSVILLE, MO. 63501 Phone 660-627-1251
(Physical Address)
Contact Name _____

OBLIGEE SUPERIOR SERVICES - NORTHERN MISSOURI
Address P.O. BOX 389 MACON, MO. 63552

BID BOND OR PERFORMANCE & PAYMENT BOND

Contract Price \$ _____ Bid Date _____
Annual - - - - - Term
Bid Bond % _____ Performance Bond \$ 250,000.00
Payment Bond \$ _____ Maintenance Bond \$ _____
Start Date _____ Completion Date _____
Description/Location of Work _____

Please submit the following documents:

- ____ 1. Specs showing scope of work
- ____ 2. Specs showing bond requirements
- ____ 3. Bid/Performance/Payment Bond Forms (If Provided from Obligee)
- ____ 4. Language on:
 - a. Indemnification
 - b. Default
 - c. Work Interruption

LICENSE & PERMIT BOND/MISCELLANEOUS BONDS

Bond Amount \$ _____
Type of License or Permit _____
Type of Miscellaneous Bond _____
Effective Date _____
Expiration Date _____
Special Bond Form Yes _____ No _____
(If yes, please provide a copy)

See attached

Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

PERFORMANCE BOND

(AIA 311)

KNOW ALL MEN BY THESE PRESENTS:

That Superior Services - Northern Missouri, Inc., as Principal, and
American Home Assurance Company, as Surety, are held and firmly bound
unto the City of Kirksville, as Obligee, in the sum of
Two Hundred Fifty Thousand and 00/100----- Dollars

(\$ 250,000.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated _____ with the Obligee for

Trash Hauling

_____ in accordance with drawings and specifications prepared by

per City Ordinances

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly -

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated February 23rd, 1999

Heidi J. Post
(Witness)

Superior Services - Northern Missouri, Inc.

(Principal)

(Seal)

By

Scott S. Cramer, Secretary

(Title)

American Home Assurance Company

(Surety)

By

Kimberly Strahm

Attorney-In-Fact

Bond No. ESD5296773

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 31-B-04386

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Donald R. Gibson, Sandra Parker, Lisa A. Ward, Greg Michels, Kimberly Strahm, William Martin, Melissa Haddick:
of Houston, Texas---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 21st day of April, 1998.



Lawrence W. Carlstrom
Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, Pa.
Vice President American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 21th day of April, 1998, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Deborah A. Harman
DEBORAH A. HARMAN
Notary Public, State of New York
No. 01HA5081428
Qualified in Suffolk County
Commission Expires June 30, 1999

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 23rd day of February, 1999

Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

DOCUMENT NAME	City of Sikeston, MO: Contract for Disposal of Solid Waste and Garbage
GENERAL DESCRIPTION	Contract between city and private refuse hauler for solid waste collection services.
GENERAL PROVISIONS	<p><u>Garbage Collection</u></p> <ul style="list-style-type: none"> • Twice per week residential garbage collection <ul style="list-style-type: none"> – Maximum of two (2) containers (40 gal.) + five (5) bags per collection • Requires contractor to provide twice per week garbage collection for city owned parks and other facilities. <p><u>Recycling Collection</u></p> <ul style="list-style-type: none"> • Contractor must establish within the city limits, a recycling station for residential recycling drop-off. <ul style="list-style-type: none"> – Newspaper, oil, plastic bottles, and glass bottles – Open minimum of 8 hrs/week, including one (1) Saturday/month <p><u>White Goods Collection</u></p> <ul style="list-style-type: none"> • Contractor must provide twenty 30 yard roll-off containers and two (2) 40 yard roll-off containers for public drop-off of white goods and appliances.
SERVICE COSTS	<ul style="list-style-type: none"> • City pays contractor \$10.35/household collected/month • City charges each occupied dwelling \$.75/month

Contract

CONTRACT FOR SERVICE

DISPOSAL OF SOLID WASTE AND GARBAGE

This Agreement, made and entered into this 1st day of January 2004, by and between the parties, to-wit: the City of Sikeston, Missouri, a Municipal Corporation, hereinafter referred to as "CITY" and Sonny's Solid Waste Service, 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 watercraft;
- 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.
- 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. "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;
- Y. "Solid Waste Management", the entire composite solid waste system of storage, collection, transportation, processing and disposal of any waste;
- Z. "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;
- AA. "Storage", keeping, maintaining, storing, and depositing for collection of solid waste from its time of production until its time of collection;
- BB. "Tire", a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle, trailer or wheels of other machinery;

- CC. "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;
- DD. "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;
- EE. "Waste Tire", a tire that is no longer suitable for its original intended purpose because of wear, damage or defect;
- FF. "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, 2004 at 12:01 A.M. and expire December 31, 2006 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 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 as herein described (or any combination thereof), together with any container provided by the CONTRACTOR to any 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 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 semi annual bulk collection the CONTRACTOR shall clean up all spillage caused by his collection or handling and place it in the collection vehicle and place container lids securely back on container or inside the container should such placement be possible without container or lid damage.
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, which shall include as a minimum one Saturday a month.

The CONTRACTOR shall report annually 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 therefrom, 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 pick ups 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 40 yard boxes and all other household items shall be placed in the 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 any 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, empty consumer 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 therefrom, 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 imposed 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 coverages 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

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.

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. The CONTRACTOR shall, annually, report to the CITY the amount of the previous year's dwelling unit and municipal solid waste collected as both a tonnage and volume figure.
- H. 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.
- I. 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:

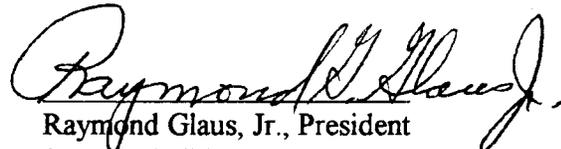
Sonny's Solid Waste Service, Inc.
451 Smith Avenue
Sikeston, MO 63801

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

CITY:

By: 
Michael G. Marshall, Mayor
City of Sikeston

CONTRACTOR:


Raymond Glaus, Jr., President
Sonny's Solid Waste, Inc.

ATTEST:

By: 
Carroll Couch, City Clerk
City of Sikeston

EXHIBIT 1

COLLECTION ROUTES & SCHEDULES

(See Attached Map)

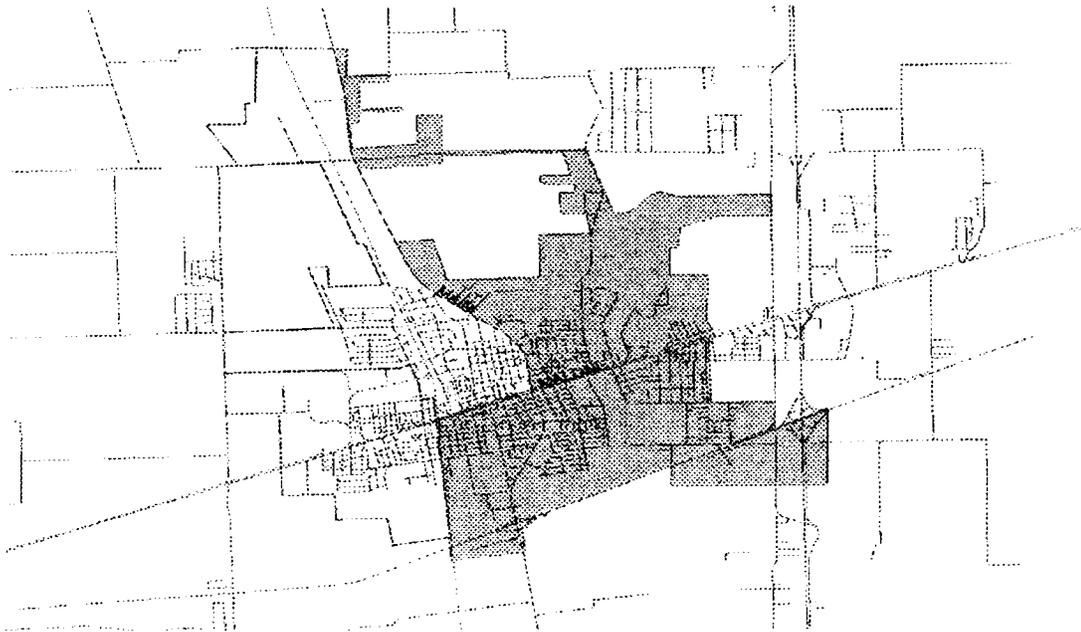
Monday & Thursday Collection

- 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

AGREED UPON HOUSEHOLD WASTE CHARGE

TO BE PAID TO CONTRACTOR

\$ 10.35 per month, per household

EXHIBIT 4

CITY WASTE SERVICE CHARGE

The City shall cause each occupied dwelling unit to be charged the sum of \$.75 per month.

EXHIBIT 5

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

DOCUMENT NAME	City of Waukeee, IA: Curbside Waste & Recycling Contract
GENERAL DESCRIPTION	Contract between a municipality and private hauler for the curbside collection of municipal solid waste and recyclable materials.
GENERAL PROVISIONS	<p>Contract Term: Five (5) years with a three (3) year option to renew.</p> <p><u>Solid Waste Collection</u></p> <ul style="list-style-type: none"> • Once/week collection • Collected in plastic bags or containers. <p><u>Recycling Collection</u></p> <ul style="list-style-type: none"> • Once/week collection • 18-gallon containers provided by contractor <p><u>Yard Waste Collection</u></p> <ul style="list-style-type: none"> • Once/week collection • Biodegradable bags or reusable containers (April – November) • Yard waste collection bags must include a sticker purchased from the hauler. <p><u>Spring Clean-Up Event</u></p> <ul style="list-style-type: none"> • Contractor must supply labor and equipment. • City pays tipping fees. <p><u>Appliance Collection</u></p> <ul style="list-style-type: none"> • By appointment with resident. <p><u>Christmas Tree Collection</u></p> <ul style="list-style-type: none"> • Minimum of two (2) days collection in January. <p><u>Bulky Waste Collection</u></p> <ul style="list-style-type: none"> • Minimum of once/week collection by appointment with resident. • Minimum of one (1) free item/residence/week. • Municipal facilities receive free weekly refuse collection.

**CITY OF WAUKEE, IOWA
CONTRACT FOR CURBSIDE RESIDENTIAL
WASTE AND RECYCLABLE MATERIALS**

THIS CONTRACT, made by and between the CITY OF WAUKEE, hereinafter referred to as CITY, and Waste Management, Inc., hereinafter referred to as CONTRACTOR, entered into this 1st day of July, 2002.

In consideration of the mutual promises and covenants contained herein, the CITY and CONTRACTOR hereby agree as follows:

DEFINITIONS

APPLIANCE – A Washer, Dryer, Hot Water Heater, Dishwasher, Stove, Refrigerator, Freezer, Air Conditioner, Dehumidifier, Microwave, and Furnace.

BAGS – Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed thirty (30) gallons and a loaded weight not to exceed fifty (50) pounds.

BULKY WASTE – A piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

BUNDLE – Yard and garden trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three (3) feet in length or thirty-five (35) pounds in weight.

CITY – Refers to the City of Waukee, Iowa. Will also refer to the appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this Contract.

CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

CONTAINERS – Reusable Containers – A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed thirty (30) gallons, a loaded weight of no more than fifty (50) pounds, a tight-fitting lid, and handles of adequate strength for lifting.

CONTRACTOR – The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the CITY.

GARBAGE – Animal or vegetable wastes resulting from the handling, preparation, cooking, serving, or consumption of food and including food containers.

HAZARDOUS WASTE – Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 2

LETTER OF CREDIT – A written undertaking by a financial institution on behalf of the applicant (the CONTRACTOR) to pay the beneficiary (the CITY) for noncompliance in amounts and under conditions as may be specified in the agreement.

PERFORMANCE BOND – A corporate surety bond that guarantees compensation to the CITY in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the service as may be specified in the agreement.

RECYCLABLE WASTE – “Recyclable Materials” means newsprint, corrugated cardboard, high-grade paper, clear glass, aluminum, steel, bimetal and tin cans, and #1 & #2 plastic.

REFUSE – Discarded waste material in a solid or semi-liquid state, consisting of Garbage, Rubbish, or a combination thereof.

RESIDENTIAL SOLID WASTE – All solid and semisolid animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving, and consuming of food material intended for use as food. All offal excluding useful industrial by-products, and all litter, rubbish, and waste materials or debris, resulting from a residential source, which is acceptable at the North Dallas County Landfill or other hazardous designated disposal site, as herein provided, and excluding Hazardous Waste, Bulky Waste, Yard Waste, and Construction Debris. As defined herein, Residential Solid Waste shall include Recyclable Waste that has not been separated and placed in a specifically designated container by the resident.

RESIDENTIAL UNIT – Single family units, zoned residential and single buildings containing no more than twelve separate or contiguous single family dwelling units that have individual collection for each unit, or which are billed separately for water or gas service, zoned residential. Residential Unit shall specifically not include commercial or industrial establishments.

ROLLOUT CONTAINERS – Thirty five (35), sixty five (65), or ninety six (96) gallon plastic container with wheels and an attached lid.

RUBBISH – Non-putrescible solid waste consisting of combustible and noncombustible materials, excluding yard and garden wastes.

YARD WASTE – Includes organic debris that is produced as part of residential yard and garden development and maintenance.

SCOPE OF CONTRACT

This Contract shall become effective and the CONTRACTOR shall begin the service of Residential Solid Waste and Recyclable Materials, as set out by this agreement as of July 1, 2002.

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 3

The term of the Contract shall be for five (5) years commencing on July 1, 2002 and terminating June 30, 2007. At the end of this period, the Contract may be extended for additional three (3) year periods, by mutual agreement signed by both parties, at least ninety (90) days prior to the expiration of the contract.

CONTRACT WITH THE CITY – CONTRACTOR agrees with the CITY that CONTRACTOR shall, during the term of this contract, collect and dispose of Residential and Recyclable Materials, and Bulky Waste located within the area as defined in the SERVICE, OPERATIONS, AND PERFORMANCE section. The CONTRACTOR shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the collection, removal, and disposal as provided herein. The CITY will be responsible for the billing of the residents as set forth below.

SERVICE, OPERATIONS, AND PERFORMANCE

COLLECTION – All waste and Recyclable Materials shall be picked up at the curbside (or in alleys in a few instances) once a week. It is the responsibility of the residents to see that the recycling containers, solid waste containers, or garbage bags are placed at the curbside, or alley in limited instances, or as close as practicable before 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys).

RECYCLING – Recyclable Materials will be put into eighteen (18) gallon recyclable containers with newspaper/magazines on the bottom with clear glass (minus lids), number 1 and 2 plastic (minus lids), and aluminum and tin/metal cans placed on top. A plastic or paper bag separating magazines, old mail, catalogs, cereal boxes, and like material shall also be collected. Residential Solid Waste will be put into Plastic Bags or Containers. The CONTRACTOR shall supply 200 recycling containers approved by the CITY each year of the Contract. The CONTRACTOR will be responsible for the initial delivery of the recycling containers.

YARD WASTE – Yard waste materials will be put into biodegradable bags or reusable containers and set at the curb on designated collection days during the months of April through and including November of each year. Each such unit shall have a single use pre-paid sticker affixed. This program is optional and each resident participates by buying said pre-paid stickers. The CONTRACTOR will be responsible for the collection, hauling, and disposal with revenue derived only from the purchase price of the individual stickers.

CLEANUP – If the CONTRACTOR spills, dumps, or drops any of the items they are collecting, they shall immediately pick them up. If it is a major spill, such cleanup shall be done within four (4) hours, with someone at the scene until the said spill is cleaned up. This shall be made pursuant to Chapter 220, Waukeee Municipal Code.

REJECTION OF WASTE – The CONTRACTOR may decline to collect any container or bag not reasonably placed by the curbside or alley; any containers that contain sharp objects or a large quantity

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 4

of liquids, or any residential waste not properly contained. Where the CONTRACTOR has reason to leave such items at a residence, he/she or his/her agent shall mark the container as to why the particular waste was not collected (the CITY may review this decision).

SPRING CLEANUP – The CONTRACTOR shall provide labor and equipment for the annual spring cleanup. Tipping fees to be paid by the CITY; all other costs will be the CONTRACTOR's responsibility.

EVENTS – The CONTRACTOR shall provide free service for all CITY-affiliated events (July 4th Celebration, Fall Festival, Annual Street Dance, Wauktober Fest, Winter Fest, etc.).

APPLIANCE PICKUP – The Contractor shall make available the collection of Appliances from all residential units in the city limits. It shall be the Residents responsibility to schedule pickup and payment with the Contractor. There will be a \$30.00 charge for each appliance. The resident shall have the option of choosing another hauler for the appliance pickup.

CHRISTMAS TREE PICKUP – The CONTRACTOR shall provide labor and equipment for Christmas tree pickup on two days in January designated by the city.

BULKY WASTE – The CONTRACTOR shall also make available the collection of Bulk Waste from all residential units in the CITY limits at least one (1) time per week. The CONTRACTOR shall collect one (1) bulk item per residence per week at no additional charge. It shall be the resident's responsibility to notify the CONTRACTOR if the resident desires to have bulky waste collected. It shall be the CONTRACTOR's responsibility to make an additional direct charge for any such collection of bulk items in excess of the limit set forth herein pursuant to the terms of the CONTRACTOR's proposal for charge and collection of Bulk Waste. THE RESIDENT SHALL HAVE THE OPTION OF CHOOSING ANOTHER WASTE HAULER FOR THE COLLECTION OF BULKY WASTE.

MUNICIPAL OWNED COLLECTION SITES – The CONTRACTOR agrees to provide once per week Refuse collection free of charge to the Waukee City Hall, the Municipal Garage and Police Station, and the Public Library.

COLLECTION DAYS/TIMES/ROUTES – The CONTRACTOR shall indicate on what day of the week the collection will take place. Collection of Solid Waste and Recyclable Materials shall take place on the same day. If the CONTRACTOR later desires to change the date of collection, he must first give the CITY and each resident sixty (60) days notice.

Collection of all types of waste shall be made during the period of time one-half hour after sunrise to one-half hour before sunset, but no earlier than 7:00 a.m.

CONDUCT OF EMPLOYEES/CONTRACTOR – All of the CONTRACTOR's personnel shall always act in a professional, courteous manner (i.e., polite responses to resident's questions, controlled

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 5

handling and placement of any containers, handling of other's property as if it were their own, etc.), and perform their duties as quietly as possible.

The CONTRACTOR shall be totally responsible for all equipment owned while operated within the City of Waukee, Iowa.

DISPOSAL SITE – The CONTRACTOR shall dispose of all Residential Solid Waste and Recyclable Materials at the North Dallas County Landfill.

FEES – The CONTRACTOR agrees to assume all landfill, tipping, dumping, licenses, and all other applicable fees, and any cost assessed or caused to be assessed by any Governmental authority, in connection with its collection and disposal of Residential Solid Waste and Recyclable Materials and agrees to pay said fees and costs, including any increases thereof, in a timely manner as required by the landfill authority or regulatory agency, and to hold the CITY harmless from any liability therefore.

OFFICE HOURS – The CONTRACTOR shall be required to establish and maintain an office with continuous supervision for accepting complaints and resident calls during the hours of 7:00 a.m. – 5:00 p.m. Monday through Friday. There shall also be answering machine and/or an answering service to receive calls during non-business hours. The CONTRACTOR shall maintain records of all complaints received and the disposition of each complaint and shall furnish copies of those records to the CITY on a monthly basis.

VEHICLES – The CONTRACTOR shall provide an adequate number of well-maintained vehicles which are uniformly and clearly marked on both sides with the CONTRACTOR's name and logo which can be readily seen at a distance of at least 100'. The phone number of the CONTRACTOR must also be put on both sides of the vehicle and be readily visible. Vehicles shall be leakproof, durable and of easily cleanable materials. The vehicles shall also be maintained in good repair so as to prevent leaking of oil, fuel, coolant, or hydraulic fluid onto CITY streets. Vehicles and equipment shall be cleaned as needed, to maintain a neat appearance.

NOTIFICATION OF RESIDENTS – The CITY shall inform all residents as to complaint procedures, rates, regulations, and day(s) for scheduled refuse collection.

ANNUAL REPORTS – The CONTRACTOR agrees to provide the CITY with annual reports detailing the volume and tonnage of the different classes of Residential Waste/Recyclable Waste collected during the reporting period. Said reports shall be due no later than January 15 of each year during the term of this Contract. The CONTRACTOR shall also provide an annual report of their financial operations, as soon as possible after the report is completed.

DISCRIMINATION – Neither the CONTRACTOR nor any SUBCONTRACTOR or person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status, or disability.

CITY OF WAUKEE
 CONTRACT – RECYCLING/WASTE COLLECTION
 PAGE 6

INDEMNITY – The CONTRACTOR will indemnify and save harmless the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, and any other costs of defense resulting from a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants, and employees in the performance of this contract; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants, and employees.

INSURANCE – The CONTRACTOR shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

Workmen’s Compensation	Statutory
General Liability:	
Bodily Injury	\$ 500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$ 50,000 each occurrence
	\$ 100,000 aggregate
Automobile Liability:	
Bodily Injury	\$ 500,000 each person
	\$ 500,000 each occurrence
Property Damage	\$ 50,000 each occurrence
Excess Umbrella Coverage	\$5,000,000 each occurrence

All insurance will be by insurers acceptable to the CITY and authorized to do business in the State of Iowa. Prior to the commencement of work, the CONTRACTOR shall furnish the CITY with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance notice to the CITY.

PERFORMANCE BOND

Before this Contract can be executed, the CONTRACTOR shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or Letter of Credit must be in the amount of Twenty-five Thousand Dollars (\$25,000.00).

The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Iowa. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agents authority to execute the bond. In case of extension or termination of this Contract, the CONTRACTOR shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in no way obligated to extend or renew the bond.

This Contract shall be subject to termination by the CITY at any time if said bond is cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the CITY at least sixty (60) days prior to the effective date of said cancellation. The Contract will not be terminated if, within thirty (30) days of such notice, the CONTRACTOR files with the CITY a similar bond to be effective for the balance of the Contract period.

PERMITS, LICENSES, and TAXES – The CONTRACTOR shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the CITY or law.

BASIS AND METHOD OF PAYMENT – In consideration of the CONTRACTOR's services to the CITY, in the collection of Residential Solid Waste and Recyclable Materials, the CITY shall pay the CONTRACTOR a monthly fee with the first such monthly period commencing July 1, 2002. The charge shall be equal to the sum \$10.97, multiplied by the number of residential collections. This shall be determined by Des Moines Water Works from actual number billed during previous billing period. After this number is determined, it shall be multiplied by the Unit price bid by the CONTRACTOR. For the purposes of bidding, that number is estimated at 1,762 stops. The Unit price for each individually sold single use pre-paid sticker shall be \$1.60. Such stickers shall be made available by the CONTRACTOR to designated distribution and sales outlets.

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 8

The CITY shall remit payment within fifteen (15) days following the end of each monthly period. The CONTRACTOR will provide service to any territory annexed by the CITY, or additional growth of residential units. The aforementioned formula for compensation due the CONTRACTOR will of course provide for greater compensation due the CONTRACTOR for servicing more residential units. The CONTRACTOR and the CITY agree that they will work together at all times to develop an accurate list of the customers.

BILLING AND PAYMENT – The CITY shall submit statements and collect charges from all residential units for service provided by the CONTRACTOR, for the collection of Residential Solid Waste and Recyclable Materials, under the terms of this Contract.

Billing and payment shall be based on the price rate and schedules set forth in the Contract plus an administration fee. The CONTRACTOR shall be entitled to payment for services rendered irrespective of whether or not the CITY collects from customers for such service.

COST OF SERVICE – The rates submitted by the CONTRACTOR and approved and accepted by the CITY shall apply for the term of this contract; however, the CONTRACTOR may increase the price of the Contract only if the Dumping Fees at the North Dallas County Landfill are increased during that time. If increased, the percentage increase in the North Dallas County Landfill's fees shall only apply to thirty-three percent (33%) of the CONTRACTOR's fee for Residential Solid Waste. Such an increase shall not affect the CONTRACTOR's fees for the collection and disposal of Recyclable Materials.

CONSUMER PRICE INDEX ANNUAL ADJUSTMENT – Beginning, July 1, 2003, and on each July 1st thereafter during the term of this contract, the price for services of CONTRACTOR shall be increased or decreased based on the increase or decrease in the Consumer Price Index for the preceding January 1, in relation to the Consumer Price Index on January 1, in the year this contract was executed, as determined by the parties.

COMPLIANCE WITH APPLICABLE LAWS – The parties to the Contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this Contract. The CONTRACTOR shall conduct the services set forth in this Contract in compliance with all applicable federal, state, and CITY rules, regulations, and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

SERVICE TO ELDERLY/DISABLED – The CONTRACTOR understands that some of the Residential units to be served under this Contract are occupied by elderly residents and/or disabled residents who have difficulty hauling their Residential Waste to the curbside, as provided herein. The CONTRACTOR agrees that if they are requested by an elderly resident to collect the waste from near said resident's dwelling, during the regular scheduled pickup, the CONTRACTOR shall do so at no additional charge, if their request seems reasonable. Such a request shall be granted in a courteous manner.

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 9

AREA TO BE SERVED – The CONTRACTOR shall provide collection of the waste to any Residential Unit located within the CITY limits of the City of Waukee. The Midwest Mobile Home Park may or may not be covered under this contract. Such a decision will be made after more information is collected.

MISSED COLLECTION – In the event that a regularly scheduled collection is missed and a complaint received by either the CITY or the CONTRACTOR, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the CONTRACTOR within four (4) hours. The CITY shall notify the CONTRACTOR of any complaints it receives within one (1) hour. If notification of a missed collection is not made before one o'clock of that day, the missed collection shall be done by 10:00 a.m. on the following day.

HOLIDAYS – The following holidays will be observed as non-collection days by the CONTRACTOR. Please list a maximum of two (2) additional or substitute days:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Christmas Day	Fourth of July

The suspension of collection service on any holiday in no way relieves the CONTRACTOR of its obligation to provide collection service at least once a week. Extending the hours of service to meet this obligation is subject to the CITY's approval. Normally the collection should be planned to be one day after, or if on a Friday, one day before the normal collection day.

COMPLIANCE WITH APPLICABLE LAWS – The parties to this Contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this Contract. The CONTRACTOR shall conduct the service of collecting Residential Solid Waste and Bulky Waste as provided for by this Contract in compliance with all applicable federal, state, and local rules, regulations, and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY – "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurances, the other party may terminate the Contract with seven (7) days written notice. Assumption of this Contract by a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
PAGE 10

breach of the Contract where the CONTRACTOR is in the process of voluntary or involuntary bankruptcy.

The CITY shall not be bound to the Contract by an insolvent CONTRACTOR's trustee or receiver.

In the event of the CONTRACTOR's bankruptcy, the CITY will have the same remedies as provided for BREACH OF CONTRACT.

BREACH OF CONTRACT – If the CONTRACTOR fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the CITY shall have the right to demand in writing, adequate assurance from the CONTRACTOR that steps have been or are being taken to rectify the situation. The CONTRACTOR must, within three (3) days of receipt of such demand, return to the City Administrator, a written statement that explains reasons for nonperformance or delayed, partial, or substandard performance during that period and any continuation thereof. The CONTRACTOR also has the option to appear with an explanation before the City Council. Upon receipt of the CONTRACTOR's statement or the failure of the CONTRACTOR to submit one, the CITY may, with a 2/3 vote of the Council, contract with another CONTRACTOR and make demands under the terms of the Performance Bond or the Letter of Credit.

FORCE MAJEURE – Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the CONTRACTOR or CITY. In the case of a severe snow storm, the CONTRACTOR has the right to delay the collection by one day (more if conditions warrant with CITY approval). Notification shall be made to the CITY as soon as possible if such an option is taken.

If such circumstances persist for more than seven (7) days or, if after their cessation, the CONTRACTOR is unable to render full or substantial performance for a period of seven (7) days, he/she may terminate this Contract upon written notice given in seven (7) days in advance to the CITY.

ASSIGNMENT OF CONTRACT – No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety and such delegation will not relieve the CONTRACTOR or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the CONTRACTOR's liability.

CHANGE OF OWNERSHIP – In the event that the CONTRACTOR's business assets are sold, the CITY maintains the right to hold the original owner solely liable. If, however, the CITY determines that the new ownership can adequately and faithfully render the services called for in the Contract for the remaining term of the Contract, then the CITY may elect to execute a novation allowing the new

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
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ownership to assume the rights and duties of this Contract and releasing the previous ownership of this Contract and all obligation and liability.

WAIVERS – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions themselves. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver is a material part of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS – Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases, the remainder of the Contract shall not be affected but shall remain in full force and effect.

JOINT AND SEVERAL LIABILITY – If the CONTRACTOR is comprised of more than one individual, corporation or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severally liable.

BINDING EFFECT – The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

AMENDMENT TO CONTRACT – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) business days during which time either party may revoke the writing upon delivery to the other party of a written notice of that effect, dated and signed by a notary.

This Contract is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part or provision of this Contract conflicts with any applicable statute or law, the statute or law shall govern.

CITY OF WAUKEE
CONTRACT – RECYCLING/WASTE COLLECTION
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This Contract is effective from the first day of July 2002, and shall expire on the 30th day of June 2007, with the provision, however, that the CITY may terminate this Contract upon notice to the CONTRACTOR when and if said CONTRACTOR shall cease to be licensed by the North Dallas County Sanitary Landfill Agency, or other designated CITY landfill, or any other regulatory agency, or by the provisions set forth above for failure to perform and abide by the terms of this Contract.

IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

CITY OF WAUKEE, IOWA

COMPANY

By: _____
Mayor

District Manager

City of Waukee
City Clerk

Date

(SEAL)

DOCUMENT NAME	City of Ottumwa, IA: Contract for Refuse Collection
GENERAL DESCRIPTION	A contract providing services for non-commercial refuse, recyclable materials, bulky items and yard waste collection and disposal.
GENERAL PROVISIONS	<ul style="list-style-type: none"> • Term of Contract: 5 years <p><u>Materials Collection</u></p> <ul style="list-style-type: none"> • Once per week collection of refuse, recycling, bulky items, and yard waste. • Refuse and recycling collection must take place on same day. <p><u>Recycling</u></p> <ul style="list-style-type: none"> • City is responsible for processing and marketing materials. • Contractor is required to assist City with recycling education. <p><u>Yard Waste</u></p> <ul style="list-style-type: none"> • Must be placed in City approved bags. • Contract must establish a local office for fielding customer calls and complaints. • A copy of the RFP is included with the contract.
SERVICE COSTS	<p>Year One: \$6.80/household/month</p> <p>Year Two: \$7.00/household/month</p> <p>Year Three: \$7.20/household/month</p> <p>Year Four: \$7.40/household/month</p> <p>Year Five: \$7.65/household/month</p>

CITY OF OTTUMWA

REFUSE COLLECTION CONTRACT

June 2, 2002

To

July 1, 2007

Ottumwa, Iowa Refuse Collection Contract - 9-29-04

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- A. Request for Proposal
- B. Bid Documents
- C. Contractor's Performance Bond
- D. Resolution of the Ottumwa City Council approving this contract

CITY OF OTTUMWA
Contract for Non-Commercial Refuse, Recyclable Materials, Bulky Items and Yard
Waste Collection and Disposal

This contract is entered into, in duplicate, this 19th day of February 2002 by and between the City of Ottumwa, a Municipal Corporation of Wapello County, Iowa (hereinafter called the "City") and Whaley Waste Systems, Inc. (hereinafter called the "Contractor").

WITNESS

WHEREAS, The Contractor did on January 25, 2002, submit a proposal and bid documents to provide collection services for designated customers and to perform such work as may be incidental thereto; and

WHEREAS, the City has evaluated the Contractor's proposal and bid documents and based upon Contractor's representations and information submitted to the City, has found the Contractor to be a responsible firm, which meets the conditions, set forth in the City's Request for Proposal (RFP).

NOW, THEREFORE, in consideration of the recitals and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. **Term of Contract**

1.1 This Contract shall commence June 2, 2002 and shall remain in full force and effect through June 2, 2007.

Article II. **Definitions**

The following terms, whenever used in this Contract, shall have the meanings set forth in this Article unless otherwise limited or expanded elsewhere in this Contract.

2.1 **Assigned territory** means the areas and entities as designated by the City, which may include churches, single-family dwellings and multi-family dwellings within the City and outside of the city limits of Ottumwa. This shall not include commercial or industrial waste, both of which shall be open to all licensed haulers.

2.2 **Basic rate** means the minimum monthly rate assessed by the City to each customer for noncommercial refuse, recyclables, bundled branches and limbs and bulky item collection. The base rate will include the collection and disposal of one (1) thirty-three (33) gallon container or bag of noncommercial refuse. The base rate does not

It does not include any additional noncommercial refuse bag stickers that would be needed by the customer, nor does it include the cost of purchasing an Ottumwa/Wapello yard waste bag, for leaves and grass clippings, both of which will be available for purchase at local grocery and retail stores.

- 2.3 Bags means plastic sacks designed to store noncommercial refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed forty (40) pounds.
- 2.4 Bulky items mean those items that cannot be collected as noncommercial refuse, recyclables or yard waste. Bulky items that are acceptable would include, but not be limited to, the following:
1. appliances
 2. furniture
 3. tires (limit of 5)
 4. push lawn mowers
 5. bicycles, tricycles
 6. scrap metal
 7. carpet (cut into 6 foot lengths and tied)
 8. windows
 9. doors
 10. lawn chairs
 11. and many other items that can be safely handled and collected by two (2) persons

Bulky items will not include:

1. Any waste from a commercial generator. Waste that comes from a hobby or in home business, or yard sale.
2. construction or demolition debris
3. concrete, brick, asphalt
4. roofing
5. cars, motorcycles, boats or parts of vehicle frames or structural members
6. pianos and organs
7. items that are currently restricted by law at the Landfill and Recycling Center (toxic, hazardous, infectious, explosive, free liquids, insecticides, herbicides, radioactive, etc.)
8. waste oil
9. batteries
10. other restrictions may apply

- 2.5 - Bundle means tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding thirty-six (36) inches in length or fifty (50) pounds in weight.
- 2.6 City means the City of Ottumwa, Iowa.
- 2.7 Construction debris means waste building materials resulting from construction remodeling, repair or demolition operations.
- 2.8. Container means a City-approved receptacle which recyclable materials, noncommercial refuse or yard waste can be stored and later placed at the curb for collection.
- 2.9 Contract documents means the City's Request for Proposal (RFP), the Contractor's Bid and Proposal, the Contract for Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste Collection and Disposal, the Contract Performance Bond and any subsequent written addendum or changes to the foregoing documents agreed to by the City and Contractor.
- 2.10 Curbside means that portion of right-of-way adjacent to paved or traveled City roadways and does not include alleys.
- 2.11 Curbside collection means the collection of all noncommercial trash, recyclables, bulky items and yard waste placed at the curb or front of the house, or if there is no curb, and as near to the street as possible.
- 2.12 Designated customer for the purposes of this contract shall mean noncommercial refuse customers, as defined in the Ottumwa Municipal Code Chapter 31 ½ Solid Waste. Additionally, this term includes customers located outside the city limits who contract with the City to provide noncommercial refuse collection service as described in "Exhibit A," as attached.
- 2.13 Disposal site means a municipal solid waste or recycling depository including, but not limited to, sanitary landfills, transfer stations, incinerators, composting facilities, waste processing/separation centers, recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive municipal solid waste, recyclables, yard waste and/or other disposable material for processing or final disposal.
- 2.14 Door-step collection means collection, at no additional charge, of noncommercial refuse and recyclable material, except bulky items, at a residential dwelling unit, at a point close to the dwelling, in lieu of curbside collection for the producers or occupants who have documented physical infirmity. The Contractor may charge

- ~ a fee over and above the base rate for this service, if the customer does not qualify for “no charge”, but would like to subscribe to door-step collection.
- 2.15 Dwelling is any building, which is wholly or partly used or intended to be used for living, sleeping and cooking.
- 2.16 Dwelling unit is any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, which are used or intended to be used, for living, sleeping and cooking.
- 2.17 Garbage means all animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains and/or any other animal or vegetable matter whatsoever subject to decay, which may putrefy or generate noxious or offensive odors, be a food source for rodents or be breeding or feeding place for insects or vermin). As used herein, the term garbage does not include yard waste, construction debris, bulky items, recyclables, dead animals or hazardous or toxic waste.
- 2.18 Noncommercial refuse collection means the collecting of all garbage and bulky items as herein defined, accumulated in containers at addresses within and without the corporate limits of the City and the transportation of such waste to the Ottumwa Wapello County Landfill. As used herein, noncommercial refuse includes, but is not limited to, garbage.
- 2.19 Hazardous waste means waste or material defined, characterized or designated as hazardous by the United State Environmental Protection Agency (USEPA) or appropriate state agencies by or pursuant to Federal or State law or regulations. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials and other toxic substances so designated by the City.
- 2.20 Noncommercial refuse means all waste which normally result from the operation of a dwelling or a church, including all garbage, trash, and bulky items. Noncommercial waste does not include hazardous waste as defined herein, recyclables or yard waste.
- 2.21 Producer means occupants of a noncommercial refuse collection address who generate noncommercial waste, recyclable material or yard waste.
- 2.22 Garbage or trash container means, unless otherwise provided, any container, whether referred to as “garbage can,” “trash receptacle,” “plastic bag,” “cans,” “suitable container,” or “containers,” which are of such size and form as to permit collection by one (1) person. Garbage or trash containers shall not exceed thirty-three (33) gallons in capacity or seventy (70) pounds in weight when filled for

- = collection or forty (40) pounds in weight for plastic bags when filled for collection.
- 2.23 Recyclable materials means office paper, newsprint, corrugated cardboard, glass containers, tin, aluminum, specific types of plastic or other materials for which there is a market outlet, or such products designated by the City to be recyclable material. Recyclable material also includes yard waste and certain bulky item collections such as scrap metal, tires and appliances or (white goods).
- 2.24 Recycling collection means the collection of all recyclable materials accumulated in residential dwelling units in the City. Collection shall also include transporting the recyclable materials to the Ottumwa Wapello County Recycling Center or the Ottumwa Wapello County Landfill where they can be processed for the market place as determined by the City. The Contractor shall not landfill or incinerate the recyclable materials collected or recycling as defined in 2.22 without the specific approval of the City.
- 2.24 Recycling bin means a container of suitable size and form approved and provided by the City and retaining recyclable materials for curbside collection. This does not include recyclable materials that would be collected as part of the bulky items or yard waste program.
- 2.25 Request for Proposal means the request for proposal to haulers to provide curbside collection services of refuse, recyclables, bulky items and yard waste dated November 2001.
- 2.26 Residential dwelling unit means any single or multi-family dwelling - 2 or more units - within the assigned territory and occupied by a person or group of persons.
- 2.27 Yard waste means compostable, organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves.
- 2.28 Yard waste collection means the curbside collection of all yard waste set out by customers, providing it is in the Ottumwa/Wapello yard waste bag and weighs no more than 40 pounds. Furthermore, limbs and branches must be cut and bundled as specified in the Request for Proposal dated November 2001.

Article III. Scope of Work

- 3.1 The scope of work under this Contract shall also include the scope of work in the

- Request for Proposal dated November 2001, including all supervision, material, equipment, labor and all other items necessary to complete such work in accordance with the Contract.
- 3.2 In case of a tornado, flood, ice storm, disabling snow storm or other disaster or other acts of God, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to, conditions set by the City Administrator or his/her designee. Cancellation or postponement of service, for reasons such as snow, shall be made by mutual agreement between the City and the Contractor. Contractor shall notify customers of a service disruption as quickly as possible.

Article IV. Collection Services Provided

- 4.1. The Contractor shall collect from customers, within its assigned territory, once per week during the term of this contract, noncommercial refuse, recyclables, bulky items and yard waste.

The Contractor shall make collections Mondays through Fridays (except Saturday collection during those weeks in which a holiday is observed on a Friday). Daily service hours shall not begin prior to 4:00 am or continue past 4:00 pm. Such collections shall include collection from all customers as designated by the City. Customers' collection day shall remain the same throughout the term of the Contract, unless the City specifically approves changes.
- 4.2. The Contractor shall make provisions for handicapped and elderly residential customers to have doorstep noncommercial refuse and recyclables collection at no additional charge and upon proof of incapacity. It is not a requirement to provide "no charge" doorstep bulky items or yard waste collection; however the Contractor may provide this service for a fee. The Contractor shall be authorized to directly charge and collect fees for doorstep service to non-residential customers and customers who desire this service but who do not qualify for free doorstep service.
- 4.3.1. The Contractor shall load and transport noncommercial refuse, recyclables, bulky items and yard waste in such a manner as to be as inoffensive to the public as possible and shall exert all reasonable precautions to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any of such waste does spill or scatter, the Contractor shall immediately clean and remove such spillage regardless of whether such spillage occurred on private or public property or within or outside of the city limits of Ottumwa, Iowa.

- 4.4. The Contractor shall not knowingly collect any hazardous waste from customers; However, the Contractor shall collect ashes, provided that they are cool, placed in plastic bags, weighing no more than 40 pounds, which have been placed curbside for collection and tagged with extra trash bag tags, if necessary.
- 4.5. Recycling services to be performed. For each designated customer within the assigned territory, the Contractor shall collect recyclable materials once per week on the same day as noncommercial refuse collection. The collection shall occur in the same location and manner as noncommercial refuse collection. There shall be no limit on the amount of recyclables a resident can set out for collection.
- 4.6. The collection of recyclable materials shall be limited to office paper, newsprint, magazines, catalogs, telephone directories, glass, aluminum cans, plastic containers, tin cans, corrugated cardboard and textiles, paperboard. The Solid Waste Coordinator may add additional materials to the recycling collection as suitable market outlets are established.
- 4.7. The City shall provide to each designated customer within the assigned territory, a recycling bin approved by the City Council. The bins shall be of uniform capacity and design and be used for curbside collection.
- 4.8. Recycling bins containing recyclable materials shall be placed at the curb for collection on the same day as noncommercial refuse collection. Doorstep collection shall be provided as defined in 2.14.
- 4.9. All recyclable materials placed for collection shall remain the responsibility and ownership of the designated customer until set out for collection, at which time they become the property of the City. Recyclable materials are accepted on behalf of the City upon collection by the Contractor, as part of this contract.
- 4.10. The City shall be responsible for the marketing of all recyclable materials collected and shall retain any sales proceeds there from.
- 4.11. The Contractor shall not landfill or incinerate materials collected for recycling without specific approval of the City.
- 4.12. The Contractor agrees to aid and assist the City in the promotion and implementation of its recycling program by putting informational flyers in a customer's recycling bin during regular recycling collection and by providing information to the City regarding the amount of selected recyclables collected at addresses within the assigned territory. Any information or data that the City requests the Contractor to provide will be discussed with the Contractor prior to the request and implementation.

- 4.13- Distribution of recycling bins. The Contractor agrees to distribute recycling bins to any new residents and replacement bins, as necessary, within the assigned territory and to provide the City with the addresses where bins were distributed. This information shall be provided on a monthly basis.
- 4.14. Media cooperation. The Contractor shall cooperate with the local media in promoting the City's recycling program.
- 4.15. Yard waste collection. Yard waste shall be collected curbside each Tuesday. Christmas trees shall be collected each Tuesday during the month of January.
- 4.16. Yard waste such as leaves, grass clippings and garden debris must be placed in City approved yard waste bags sold at various retail outlets. When filled, the bags shall weigh no more than 40 pounds. Tree limbs and brush shall be cut into 36" lengths, bundled and tied, and weigh less than 50 pounds.
- 4.17. All yard waste shall be taken to the Ottumwa/Wapello County Landfill or if the Contractor prefers, yard waste may be temporarily taken to the Recycling Center, in containers, and then later transported to the Landfill by the Contractor. If this method is chosen, the cost of the transportation to both places shall be the Contractor's responsibility.
- 4.18. Bulky items collection route. The Contractor agrees to provide bulky items collection to designated customers within the assigned territory. Currently, bulky items that are to be landfilled are collected on the same day and at the same time as the refuse while appliances, metal items and tires are collected on Tuesdays.

Articles V. Operation

- 5.1. Hours of operation. Collection services for noncommercial refuse, recyclables, yard waste and bulky items shall not start before 4:00 am or continue after 4:00 pm on the same day. Exceptions to collection hours shall be implemented only upon the mutual agreement of the Contractor, City Administrator or his/her designee. In the event that the City Administrator or his/her designee is not available to approve the change in the collection services schedule, the Contractor may proceed with the change and notify the City as soon as is practical. The City may require a full explanation of the change in the collection schedule.
- 5.2.1. Collection routes. Collection routes shall remain the same for the term of this contract, unless both parties agree it would be in the best interest of the City's residents to change collections routes. The Contractor shall have an exclusive franchise on the collection of designated customers within its assigned territory pursuant to Article II 2.1.

5.3. Holidays. The following shall be holidays for purposes of this contract.

New Year's Day	Veteran's Day
Thanksgiving Day	Martin Luther King Day
Memorial Day	Christmas Day
Independence Day	Labor Day
President's Day	

Holidays falling on Saturday or Sunday will be observed on Monday.

5.4. Holiday collection.

Holidays falling on Monday - - collection day on Tuesday
Holidays falling on Wednesday - - collection day Thursday
Holidays falling on Friday - - collection day Saturday

Yard waste collection for holidays. Yard waste collection day is Tuesday of each week. If a holiday falls on Monday or Tuesday, the yard waste collection day shall be on Thursday for that week.

It shall be the Contractor's responsibility to give reasonable advance notice to customers of any changes in the collection schedule as a result of a holiday. Such changes shall be published in the Ottumwa Courier.

5.5. Office and supervision. The Contractor shall establish and maintain a local office with continuous supervision for accepting complaints and customer calls. The office shall be in service during the hours of 8:00 am to 4:30 pm on all days except Saturday, Sunday and holidays pursuant to Section 5.3. The Contractor further agrees to provide recording equipment and/or answering service for after hour calls. Recording equipment shall be used infrequently during the hours of 8:00 am - 4:30 pm Monday - Friday. The address and telephone numbers of such office and any changes therein shall be conveyed, in writing, to all customers and the City Administrator.

5.6. Complaints. All Complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall then arrange for the prompt collection of the noncommercial refuse, recyclables, yard waste or bulky items immediately if possible, or at least within 24 hours of verification of the complaint. The Contractor shall have a method of communicating between the local office and the collection vehicles, either by radio or cellular telephone. Customers whose complaints aren't satisfied by the Contractor may contact the Solid Waste Coordinator. The Contractor shall answer all complaints courteously and promptly.

Articles VI. Operations Procedure

- 6.1. The Contractor's employees shall handle all cans, containers and receptacles with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of noncommercial refuse, recyclables, yard waste and bulky items. The Contractor shall replace all cans, containers and receptacles in an upright position, put lids back on containers and shall immediately clean up and dispose of any contents thereof, which may be spilled, regardless of whether the spill occurred on public or private property.
- 6.2. The Contractor shall be liable for the replacement of cans, containers or receptacles damaged by reason of misuse or mishandling by the Contractor. The Contractor shall not be liable for damage caused by weather, normal wear and tear or residents' misuse of the container. All claims for damage by reason of misuse or mishandling shall be presented to the Contractor in writing. The City Administrator or his/her designee is empowered to decide disputes between the Contractor and the customer on all such claims exercising reasonable discretion.
- 6.3. Collection equipment. The Contractor shall provide an adequate number and type of vehicles to conduct collection services as set forth herein. Vehicles shall meet all State, County and City codes and requirements, empty and full, with regard to weight and capacity limits. All vehicles and other equipment shall be kept in good repair, appearance and in a clean and sanitary condition at all times. Collection vehicles shall be repaired and repainted, as needed, to maintain a good outward appearance.
- 6.4. Inspection. The City or its authorized agent may inspect the work performed for compliance with the contract. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment or work.
- 6.5. Point of contact. All dealings, contracts, complaints, etc. between the Contractor and the City shall be handled through the Solid Waste Coordinator or his/her designee.

Articles VII. Compliance with Laws

- 7.1. In performing any actions or services under this contract, the Contractor shall comply with any and all federal and state statutes, rules, regulations and any and all city ordinances and regulations pertaining to or regulating the provision of such services or actions, including those now in effect or hereafter adopted. The Contractor shall require collection employees to wear reflective clothing, such as safety vests, and to obey the traffic rules when operating vehicles and equipment.

- 7.2. The City and Contractor agree to conform to all applicable statutes, ordinances, rules or regulations. Any material breach by the City or Contractor shall permit the non-breaching party to serve notice of termination of this contract upon the breaching party providing 21 days to cure any non-compliance with any statute, ordinance, rule or regulation. Each of the parties agrees violations of statutes, ordinances, rules or regulations. In the event that during said 21-day period a violation by either party is not cured, then the non-breaching party shall have the right under this agreement to terminate the same. The City agrees not to specifically place upon the Contractor additional economic burdens under this agreement or to impose regulations, which affect a higher standard of performance than in this contract without mutual written agreement between the two parties.
- 7.3. Amendments to existing regulatory laws, ordinances, regulations and enactment of new laws, ordinances and regulations shall not serve as justification for the Contractor to terminate his obligations hereunder, unless such changes make the completion of this contract impossible.

Article VIII. **Insurance**

- 8.1. Specific requirements. Prior to the commencement of this contract, certificates of all insurance required hereunder, signed by an authorized representative of the Contractor's insurance carrier, shall be submitted to the City Administrator or his/her designee, for review and approval. Said insurance shall name the City of Ottumwa as an additional insured. Contractor shall hold the City harmless for any damage hereunder attributable to the Contractor or its agents or employees. The Contractor further agrees to remain fully insured during the course of this contract.
- 8.2. Insurance required.

1. Public liability – bodily injury \$1,000,000.00 per person
2. Public liability – bodily injury \$1,000,000.00 per accident
3. Public liability – property damage \$250,000.00 per accident
4. Motor vehicle liability – bodily injury \$1,000,000.00 per person
5. Motor vehicle liability – bodily injury \$1,000,000.00 per accident
6. Motor vehicle liability – property damage \$250,000.00 per accident.

OR

1. Public liability- \$1,000,000.00 Combined Single Limit
2. Motor vehicle liability - \$1,000,000.00 Combined Single Limit

- 8.3. Performance bond. The Contractor agrees to provide a performance bond for the term of the contract, five (5) years. The performance bond required shall be for \$250,000.00 as per the Request for Proposal (RFP) dated November 2001.
- 8.4. The Contractor agrees to provide Workman's Compensation Insurance for the term of this contract, as provided by law.
- 8.5. Disclaimer of adequacy. Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor interest or liabilities.
- 8.6. Notice of insurance cancellation or non-renewal. The Contractor shall at all times during the Contract maintain in full force and effect, the coverage enumerated above. The certificates of insurance shall contain the following express obligations. "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change on a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

Article IX. Licenses and Permits

- 9.1. The Contractor shall obtain all required licenses and permits to perform the contract.

Article X. Transferability of Contract

- 10.1. Other than by operation of law, no assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of an assignment, the Contractor shall act as a guarantor of the assignee's satisfactory performance of all contractual obligations.

Article XI. Exclusive Contract

- 11.1 The Contractor shall have the sole and exclusive license and privilege to provide collection service as provided this Agreement.

Article XII. **Default and Termination**

12.1 Events of Contractor default under this Agreement are:

- a. Abandonment of the work under this Contract by the Contractor
- b. Assignment by the Contractor of this Agreement without the written consent of the City
- c. The Contractor is adjudged bankrupt
- d. The Contractor makes general assignment for the benefit of creditors
- e. A Receiver is appointed for the Contractor by Court of Competent Jurisdiction

The Contractor has failed to perform under this Contract or has failed to provide satisfactory services in accordance with the terms of this Contract and that such failure of performance or satisfactory performance, has not been remedied after the City has provided to the Contractor, a 21-Day Notice in writing setting forth the Contractor's failures, and the same have remained unremedied.

12.2. Upon the occurrence of any of the foregoing, if any defaults occur, the City may serve a 5-Day Notice of Termination upon the Contractor and its surety hereunder and unless such default is corrected within said 5-day period, this Agreement shall be declared in absolute default and the contractor's surety shall become liable unto the City for all of City costs and performance hereunder.

Article XIII. **Method of Payment**

13.1. City to be collector. The City shall be responsible for billing and collection of collection fees. The sale of container stickers and bag tags will be the sole responsibility of the City and all fees shall be retained by the City. The Contractor shall pay no disposal fee for noncommercial refuse, yard waste, recyclables or bulky items collected from designated customers within the assigned territory.

13.2. The City will pay the Contractor the rate bid by the Contractor and approved by the City Council per the Bid Form signed by the Contractor and dated January 25, 2002.

<u>Year</u>	<u>Rate</u>
2002-2003	\$6.80 Per household per month
2003-2004	\$7.00 Per household per month
2004-2005	\$7.20 Per household per month
2005-2006	\$7.40 Per household per month
2006-2007	\$7.65 Per household per month

The Contractor shall be entitled to payment for services rendered regardless of whether or not the City collects from the customer for such services. However, the Contractor shall not be entitled to receive payment for any customer that has been overbilled by the City (example: 2-unit apartment building that was billed for collection as though it were a 3-unit building.)

Article XIV. Conflict of Interest

14.1. Contractor agrees that no member, officer or employee of the City shall have any direct or indirect interest in this contract or the proceeds thereof. Violations of this provision shall cause this contract to be null and void, and Contractor will forfeit any payments to be made under this contract.

Article XV. Force Majeure

15.1. Neither the Contractor nor the City shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, act of God, power failure, flood, disaster or other similar contingency beyond the reasonable control of the City or the Contractor.

Article XVI. Governing Law

16.1 The laws of the State of Iowa shall be used to interpret this contract.

Article XVII. Entire Agreement

17.1. The following additional documents are incorporated into and constitute the entire agreement between the parties.

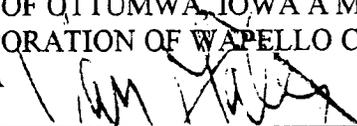
1. City of Ottumwa, Iowa, Request For Proposal for Curbside Collection of Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste attached hereto as "Exhibit A."
2. The Contractor's response to the Request of Proposal attached hereto as "Exhibit B."
3. The Contractor's Performance Bond attached hereto as "Exhibit C."
4. The Resolution of the City Council approving this contract attached hereto as "Exhibit D."

While this contract instrument and the foregoing exhibits constitute the entire agreement between the parties, this contract instrument supersedes all other documents, proposals or representations between the parties, whether written or oral, and this contract instrument shall govern in the event of a conflict or inconsistency between various documents.

17.2. No amendment shall be construed to release either party from any obligations of the contract, except as specifically provided for by written amendments.

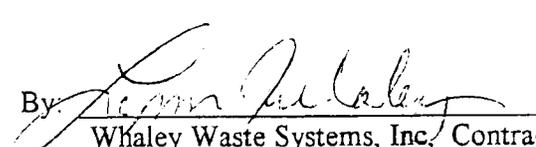
IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Ottumwa, Iowa, as of this 19th day of February 2002.

CITY OF OTTUMWA, IOWA A MUNICIPAL CORPORATION OF WAPELLO COUNTY, IOWA

By: 
Van Gates, Mayor

By: 
Ann Cullinan, City Clerk

Seal of the City of Ottumwa, Iowa

By: 
Whaley Waste Systems, Inc., Contractor

Ottumwa, Iowa Refuse Collection Contract - 9-29-04

EXHIBIT A

City of Ottumwa, Iowa, Request For Proposal for
Curbside Collection of Noncommercial Refuse, Recyclables,
Bulky Items and Yard Waste

Issued by the

Ottumwa City Council

105 E. Third Street – City Hall

Ottumwa, Iowa 52501

*

641-683-0694

November 2001

I. Introduction

The City of Ottumwa, Iowa is seeking proposals from qualified firms to provide collection services for single-family dwellings, duplexes and apartment houses with four (4) units or less . The City is requesting proposals for collection of the following:

1. Noncommercial refuse
2. Recyclables
3. Yard Waste
4. Bulky items

Ottumwa has approximately 9,200 dwellings that will require services. A five (5) year contract will be awarded for the period of June 2, 2002 through June 2, 2007. Up to two, three-year contract extensions may be awarded by the City Council to the selected bidder (s) if this is determined to be in the best interest of the City. The basis for this determination will be developed by the City Council and may include, but not be limited to, satisfactory service of the contract, customer satisfaction and an acceptable rate. All services are to be performed in compliance with local, state, and federal ordinances, laws and regulations.

II. Bid Conditions

1. Sealed bids will be received at the Ottumwa City Clerk's Office, Ottumwa City Hall 105 E. Third Street, Ottumwa, Iowa 52501 and are due by 2:00 p.m. local time January 25, 2002. Bid packets must be clearly marked "City of Ottumwa Refuse Collection Bid".

2. All questions relating to interpretation of this request for proposal shall be written and addressed to:

Jody Gates
Solid Waste Coordinator
City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501

3. The City has the right to reject any or all bids and further to waive all informalities in bidding when deemed in its best interest.

4. The City has the right to issue separate contracts for each base bid or combination thereof to an individual bidder or any combination of bidders when deemed in its best interest.

5. In awarding the contract, the City of Ottumwa may take into consideration the bidders skill, facilities, capacity, experience, equipment, responsibility and previous work record and price.

6. The City of Ottumwa shall have the right to award the contract within sixty (60) calendar days immediately following the actual date of bid openings, and the City shall give written notice of the award to the successful bidder(s).

7. Bidder(s) to whom the award is made shall execute an agreement from the City of Ottumwa.

8. Selected bidder(s) shall provide certificate of insurance and carry the following amounts:

- a. Public liability – bodily injury \$1,000,000.00 per person.
- b. Public liability – bodily injury \$1,000,000.00 per accident.
- c. Public liability – property damage \$250,000.00 per accident
- d. Motor vehicle liability – bodily injury \$1,000,000.00 per person.
- e. Motor vehicle liability – bodily injury \$1,000,000.00 per accident
- f. Motor vehicle liability – property damage \$250,000.00 per accident.

OR

- a. Public liability - \$1,000,000.00 Combined Single Limit.
- b. Motor vehicle liability - \$1,000,000.00 Combined Single Limit.

9. Selected bidder(s) shall provide a performance bond for the duration of the contract, five (5) years and for any contract extensions, if awarded. Performance bonds will be as follows:

- 1. Once per week refuse collection \$175,000.00
- 2. Once per week recyclables collection \$100,000.00
- 3. Once per week yard waste collection \$25,000.00
- 4. Once per week bulky items collection -0-

If a bidder chooses to bid all items and is selected, the performance bond required shall be \$250,000.00. Any other combination will be the total of the lines bid above.

III. Scope of Work

1. There will be no limit on the amount a resident can set out for collection on any line item; however, the city acknowledges that items set out for collection will be indicative of a noncommercial generator and not be in excessive quantities. The city's trash collection program is not meant to replace trips to the Landfill or Recycling Center when customers have construction or remodeling projects or when an address is used as a home-based business. The City shall be the final authority if there's a question of excessive quantities.

2. All of the waste collected shall go to the Ottumwa/Wapello County Landfill, or to the Ottumwa/Wapello County Recycling Center, or any other facility the City may designate during the life of this contract. Annual refuse tonnages are provided.

3. The City of Ottumwa will collect all fees from customers except for elective walk-up services, which will be the responsibility of the selected bidder(s). However, provisions will be made for the handicapped and elderly, upon proof of incapacity, to have refuse collected, with no additional charge. A list of known walk-up customers is provided.
4. Selected bidder(s) will pay no disposal fee for noncommercial refuse, yard waste, recyclables or bulky items collected from households within the city limits of Ottumwa or for any collection that is requested by the City and agreed upon by the contractor.
5. All waste - including recyclables - becomes the property of the City at the time it is set at the curb. Selected bidder(s) are responsible for all materials during collection and delivery.
6. Yard Waste – Defined as grass clippings, leaves, brush, garden debris and tree limbs. Currently yard waste is collected on Tuesdays, along with appliances and tires. The entire city is traveled and yard waste, if it's in the correct bag (Ottumwa/Wapello Logo Paper Bag) or limbs that are cut in 3 foot lengths and tied together in bundles that weigh less than 50 pounds, is collected. The current contractor unloads yard waste into a roll-off container located at the Recycling Center and then has the roll-off emptied whenever it's full, so that he won't have to make trips to the Landfill on Tuesdays. Annual yard waste tonnages are provided.
7. Recyclables – Our most recent recycling participation survey, conducted in 2000, indicates that 61% of Ottumwa households recycle once per month. Annual recycling tonnages are provided. The selected bidder shall be required to separate into three (3) categories, and maintain these categories separately until delivered to the Recycling Center. Categories are:

1. Combined Material – Will include, but not be limited to, #1 and #2 plastics, glass; green, brown, clear, tin ferrous and non-ferrous metals and aluminum. It won't be necessary for the selected bidder (s) to sort commingled material, except for obviously inappropriate items, such as ammunition, sharps, refuse, and other items of this nature. The Recycling Center sorts the commingled material and will take care of discarding incorrect plastics, aluminum foil, etc.
2. Newsprint, magazines, telephone books, office paper/junk mail. - Customers may put office paper and junk mail in their recycling bins, but are required to bag the material in a see-through plastic bag that is tied closed. The selected bidder may put the collected office paper in the same compartment with newspaper, and it will be separated out at the Recycling Center.
3. Paperboard/cardboard.

The average material recovery for each customer collected will be approximately 15 to 18 pounds. This, of course, will vary somewhat, depending upon the size of the family. The recycling collectors will be required to distribute printed information periodically, via putting flyers in customers recycling bins. The City will be responsible for providing

the printed material. Recycling collectors will also be required to drop-off recycling bins and handbooks when customers request them.

8. Bulky Items Collection - The selected bidder will be required to provide bulky items collection to the estimated 9,200 residences in Ottumwa and other customers as agreed upon by the city and selected bidder, on an on-going basis. Currently, bulky items that go to the landfill for disposal are collected on the customer's refuse and recycling collection day. Bulky items that go to the Recycling Center, such as appliances, tires and scrap metal are collected on Tuesday. Customers do not have to make an appointment for this collection, but just set the item at the curb on the appropriate collection day. This service shall be available to all customers one time per week.

9. The selected bidder(s) personnel are to act in a courteous manner (i.e., polite responses to resident's questions, controlled handling of refuse containers, yard waste bags and recycling bins). Inappropriate language, carelessness when emptying containers, scavenging through the refuse or recyclables, throwing containers, or dropping and leaving trash will not be tolerated. Selected bidder (s) personnel shall put lids back on trash containers.

10. The selected bidder(s) shall provide vehicles, which are painted and marked uniformly.

11. The selected bidder(s) shall keep all vehicles, utilized for service in the Ottumwa area, in sanitary and good operating condition. Said vehicles shall be licensed by the State of Iowa and subject to inspection by the Solid Waste Coordinator or his/her designee. All vehicles shall be capable of hauling a sufficient load of solid waste and recyclables to accomplish collections within an established collection day, and the vehicle shall be in compliance with Iowa Department of Transportation regulations regarding weight limits and other requirements, when the vehicles are empty, as well as when fully loaded. Vehicle operators will obey all traffic laws of the City, County and State, which includes driving on the correct side of the road.

12. The selected bidder(s) shall staff an office in the Ottumwa area to accept customer calls from 8:00 am to 4:30 pm Monday through Friday. Recording equipment and/or an answering machine shall only be used to supplement the office staff on an occasional basis from 8:00 am to 4:30 pm Monday through Friday.

* The City may wish to offer collection services to multi-unit apartment buildings, churches, and customers adjacent to the city limits. These collection services would be negotiated with the collector on an as-needed and as-available basis. The City will arrange for the billing of these customers and remit the agreed upon collection price to the selected bidder (s). Bidders will not need to include the above proposed customers in the submitted bids; the City wanted collectors to have this information.

The City has approximately 55 churches, 36 multi-family dwellings with 5-8 units per building (total number of units approximately 214) and there are approximately 1100

addresses within a two-mile limit of the city, which may be considered a potential customer base. The City will provide maps of areas outside the city limits, within a two-mile-limit, which the city will discuss, providing subscription refuse collection service to. Additionally, churches and multi-family dwellings whose refuse collection needs can be satisfied within the limits of the city's refuse collection program may be discussed as potential subscribers to the service. As indicated previously, service to these potential customers would be negotiated separately with the selected bidder (s).

PROPOSAL SUBMISSION REQUIREMENTS

Noncommercial Refuse Collection

1. Specific days and routes within the city you are proposing for once per week regular waste collection within the city limits of Ottumwa (map required from the bidder.) Current collection days and collection routes are attached.
2. A list of all equipment to be used for collection service. Describe how equipment and labor will be utilized to accomplish collection services within the established collection day and within the hours of 4:00 am – 4:00 pm. Include make, model, year, weight limit and capacity of each piece of equipment.
3. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:
 - A phone number available from 8:00 am to 4:30 pm on collection days and method for handling after hour calls.
 - A procedure for missed collections and pickup of these items within 24 hours.
 - Availability of vehicles and personnel to handle missed pickups.
4. A statement that all trucks and equipment will be maintained in good working condition and meet the requirements as stated in item number III-11.
5. The methods the bidder will use to communicate to the residents the change in collection days during holidays (see additional information).
6. Bidder contact person to work with is the Solid Waste Coordinator.

Yard Waste Collection

1. State specific day (s) and route (s) for once per week yard waste collection. Please note how and when the yard waste is currently being collected. The City has a preference for keeping the same day and type of collection; however, an alternative may be considered.

2. Method(s) of communicating to the public the change in service day and/or method of the service if applicable.
3. A list of all equipment to be used for collection service. Describe how equipment and labor will be utilized to accomplish collection services within the established collection day and within the hours of 4:00 am – 4:00 pm. Include make, model, year, weight limit and capacity of vehicle(s).
4. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:
 - A phone number available from 8:00 am to 4:30 pm on collection days and method for handling after hour calls.
 - A procedure for collection of materials which were missed.
 - Availability of vehicles and personnel to handle missed pickups with 24 hours.
5. Brush, tree limbs, and yard waste may be commingled when collected and transported.
6. A statement that all truck(s) or trailer(s) and equipment will be maintained in good working condition and meet all requirements as stated in item III-11.
7. The methods the bidder will use to communicate to the residents the change in collection days during holidays (see additional information).
8. Bidders contact person to work with is the Solid Waste Coordinator or his/or her designee.
9. A statement from bidder that only yard waste bags approved by the city will be collected.
10. A statement from bidder that only properly bundled brush and tree limbs will be collected (Section III).

Collection of Recyclables

1. Specific selected days and routes for once per week recyclables collection. Please note: Recyclables collection must be on the same day as the regular refuse collection day. Bidder awarded regular refuse collection will establish day of collection. (i.e. bidder for recyclables collection, if different than regular refuse collection, must match recyclables collection to selected regular refuse collection routes). If there are specific days a bidder cannot collect recyclables, please specify what those days are in this proposal.
2. A list of all equipment to be used for collection service. Describe how equipment and labor will be utilized to accomplish collection services within the established collection day and within the hours of 4:00 am – 4:00 pm. Include make, model, year, over all

capacity of each vehicle or trailer, and capacity available for the three (3) categories specified in Section III 7.

3. Number of employees to be used for each collection vehicle.
4. A statement that collection vehicles will have hydraulic capabilities to dump separate compartments at the recycling center.
5. A statement that all trucks or trailers and equipment will be maintained in good working condition and comply with the requirements as stated in item III – 11.
6. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:
 - A phone number available from 8:00 am to 4:30 pm on collection days and method for handling after hour calls.
 - A procedure for collection of recyclables which were missed.
 - Availability of vehicles and personnel to handle missed pickups with 24 hours.
7. Specify training to be used for employees collecting recyclables.
8. Bidders contact person to work with is the Solid Waste Coordinator or his/her designee to insure quality control during collection of recyclables.

Bulky Items Collection

1. State specific day (s) and route (s) for once per week bulky items collection. Please note how and when bulky items are currently being collected. The City has a preference to continue with the current collection days, routes and methods; however, alternatives will be considered.
2. Method(s) of communicating to the public the change in service day and/or method of the service if applicable.
3. A list of all equipment to be used for collection services. Describe how equipment and labor will be utilized to accomplish collection services, within the established collection day and within the hours of 4:00 am – 4:00 pm. Include make, model, year, weight limits and overall capacity of each vehicle.
4. The procedure the bidder will use to collect separately, items that can be recycled such as appliances, tires, scrap metal, etc.
5. Number of employees provided to the vehicle(s).
6. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:

- A phone number available from 8:00 am to 4:30 pm on collection days and a method for handling after hour calls.
- A procedure for collection of bulk items which were missed.

7. Bidders contact person to work with is the Solid Waste Coordinator

ADDITIONAL INFORMATION

Holidays the Landfill and Recycling Center will be closed are as follows:

New Years Day	Memorial Day
Independence Day	Labor Day
Christmas Day	Martin Luther King Day
Veterans Day	Thanksgiving Day
President's Day	

Holidays falling on Saturday or Sunday will be observed the following Monday.

ESTIMATED TIME SCHEDULE

1. Issue of request for proposal – November 26, 2001
2. Pre-proposal conference – December 17, 2001
3. Bids are due back – January 25, 2002
4. Interview with selected bidders – February 1, 2002
5. Award by City Council – February 19, 2002

ROUTE SCHEDULES

Route schedules should remain as they are currently. We will entertain alternatives, with the final authority residing with the City Administrator. If route schedules will change explain the method you propose to use to notify each customer of the change.

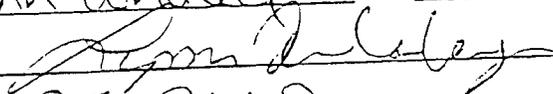
Ottumwa, Iowa Refuse Collection Contract - 9-29-04

Exhibit B

Noncommercial Refuse Collection Contract Bid Form #1
Refuse, Recyclables, Bulky Items and Yard Waste Collection

The undersigned proposed to make available to all addresses as described in Section III of the Request for Proposal, the collection of refuse, recyclables, bulky items and yard waste once (1) per week in the assigned territory, for the City of Ottumwa, for the following sum:

~~\$6.80~~ per household per month 2002-2003
~~\$7.80~~ per household per month 2003-2004
~~\$7.20~~ per household per month 2004-2005
~~\$7.40~~ per household per month 2005-2006
~~\$7.55~~ per household per month 2006-2007

Company Name Whaley Waste Systems
Address 1041 N. Saunders Ave
City Wt. Pleasant, IA State Iowa Zip 52641
Phone Number 319-385-4849 Fax Number 319-385-4859
E-Mail Address whaley@IowaTelecom.net
Contact Person Lynn Whaley Title Manager
Authorized Signature 
Date 1-25-2002

Ottumwa, Iowa Refuse Collection Contract - 9-29-04

EXHIBIT B

RESOLUTION NO. 17-2002

**A RESOLUTION AWARDING THE CONTRACT FOR SOLID
WASTE COLLECTION SERVICES TO WHALEY WASTE SYSTEMS, INC.**

WHEREAS, the City Council did advertise and accept bids for solid waste collection services, which includes refuse, recyclables, bulky items and yard waste; and

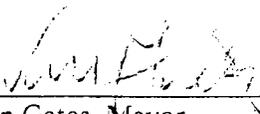
WHEREAS, Whaley Waste Systems Inc. has submitted the best bid for solid waste collection services with the amounts as follows:

6/2/2002 - 6/30/2003 \$6.80 per household per month
7/1/2003 - 6/30/2004 \$7.00 per household per month
7/1/2004 - 6/30/2005 \$7.20 per household per month
7/1/2005 - 6/30/2006 \$7.40 per household per month
7/1/2006 - 6/2/2007 \$7.65 per household per month

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF
OTTUMWA, IOWA, THAT:**

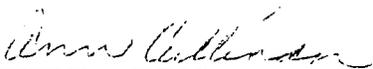
The contract for solid waste collection services, which includes refuse, recyclables, bulky items and yard waste is hereby awarded to Whaley Waste Systems, Inc. of Mt. Pleasant, Iowa for the period commencing June 2, 2002 through June 2, 2007 and authorize the mayor to sign the contract.

APPROVED, PASSED AND ADOPTED, this 19th day of February 2002.



Van Gates, Mayor

ATTEST:



Ann Cullinan, City Clerk

RESOLUTION 25-2002

A RESOLUTION ESTABLISHING COLLECTION AND DISPOSAL RATES FOR RESIDENTIAL GARBAGE, RECYCLABLES AND BULK ITEMS EFFECTIVE JUNE 1, 2002 THROUGH MAY 31, 2007

WHEREAS, the City of Ottumwa did award a five (5) year contract to Whaley Waste Systems, Inc. on February 19, 2002 to provide residential collection services for garbage, recyclables, bulk items and yard waste.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT:

The mandatory monthly collection rates be established for garbage, refuse, recyclables and bulk items per residence for up to one (1) thirty (30) gallon container (bag) of garbage/refuse per week, all segregated recyclable items as follows:

June 1, 2002 through May 31, 2004	\$9.70
June 1, 2004 through May 31, 2006	\$10.00
June 1, 2006 through May 31, 2007	\$10.45

Additional thirty (30) gallon or less bags with properly attached approved stickers costing \$1.00 each or thirty (30) gallon or less containers with properly attached approved stickers purchased in 3, 6 or 12 month increments costing \$12.00, \$24.00, or \$45.00 respectively can be used for additional garbage/refuse.

Containers/bags without the stickers will not be collected.

The rates for yard waste bags will remain at \$1.00 each.

APPROVED, PASSED AND ADOPTED this 19th day of March 2002.

CITY OF OTTUMWA, IOWA



Van E. Gates, Mayor

ATTEST:



Ann Cullinan, City Clerk

Ottumwa, Iowa Refuse Collection Contract - 9-29-04

PROPOSED TRASH STICKER AND TAG PRICES

Wholesale Cost of the Stickers and Tags

1 year	\$44.50
6 month	\$23.50
3 month	\$11.50
Tag	\$.95

Retail Cost of the Stickers and Tags

1 year	\$45.00
6 month	\$24.00
3 month	\$12.00
Tag	\$ 1.00

DOCUMENT NAME	Ottumwa/Wapello County, IA: Solid Waste Commission Yard Debris Agreement
GENERAL DESCRIPTION	An Agreement between a county solid waste commission and a private processor to provide grinding services and composting services for wood waste and yard debris collected by the commission.
GENERAL PROVISIONS	<p>Contract Term: Five (5) years with a five (5) year option to renew.</p> <ul style="list-style-type: none"> • Contractor required to grind materials at landfill site and transport to the contractor's composting facility. • Landfill is responsible for removing waste before being ground. • Landfill guarantees to provide contractor with 85% of the wood waste accepted at the facility.
SERVICE COSTS	<p>Trees and Shrubs: \$10.50/ton</p> <p>Pallets and Processed Wood: \$15.00/ton</p> <p>Commingled Materials: \$15/ton</p> <p>Leaf and Yard Waste: \$6.00/ton</p> <p>Hauling fee: \$85.00/load</p>

Ottumwa-Wapello Solid Waste Commission Compost Agreement - 9-29-04

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of October 1999 by and between Ottumwa Wapello County Solid Waste Commission ("Commission") and Chamness Technology, Inc., an Iowa corporation ("Chamness").

RECITALS:

- A. The Commission owns and operates a landfill located in Wapello County (the "Landfill").
- B. Chamness is an Iowa corporation with its principal place of business in Blairsburg, Iowa. Chamness owns a composting facility in Eddyville, Iowa (the "Eddyville Facility") and a grinder (the "Grinder").
- C. The Commission desires Chamness to use the Grinder to grind certain timber, wood waste and related materials (collectively, "Wood waste") located at the Landfill on the terms and conditions set forth in this Agreement.
- D. Chamness desires to use the Grinder to grind the Commission's Wood waste on the terms and conditions set forth in this Agreement.
- E. The Commission desires Chamness to transport Leaf and Yard waste to the Eddyville Facility.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties agree as follows:

1. Grinding Services Chamness hereby agrees to use the Grinder to grind the Commission's Wood waste located at the Landfill. The grinding shall occur at the Landfill, unless the Commission notifies Chamness that it desires the grinding to be performed at the Eddyville Facility, in which event the Commission shall pay the costs of transporting the Wood waste from the Landfill to the Eddyville Facility, plus all other applicable charges as provided herein. The Commission shall notify Chamness when sufficient Wood waste is available for grinding. Within ten (10) business days of Chamness' receipt of notice from the Commission, Chamness shall mobilize its Grinder and a front-end loader (used for the purpose of placing Wood waste into the Grinder's hopper) to the Landfill. In no event shall Chamness remain at the Landfill for more than four (4) consecutive days. The parties anticipate that Chamness will need to grind Wood waste approximately once every four (4) to six (6) weeks. Once Chamness has completed the grinding, Chamness shall transport the Wood waste from the Landfill to the Eddyville Facility.

2. Leaf and Yard Waste Chamness shall transport leaf and yard waste, which for purposes of this Agreement shall not be considered Wood waste, from the Landfill to the Eddyville Facility. Chamness shall not grind leaf and yard waste, unless it is commingled with Wood waste. Chamness shall not accept leaf and yard waste unless such waste is in biodegradable containers. For the purpose of ensuring that only biodegradable containers are used for the curbside collection of yard

Ottumwa-Wapello Solid Waste Commission Compost Agreement - 9-29-04

waste, Chamness shall have the right to approve the curbside bags to be used in any of the planning area's curbside collection programs when the bags are disposed of at the Commission's Landfill. Chamness hereby approves the kraft paper bags currently used by the Commission.

3. Obligations of the Commission.

a. The Commission shall be responsible for providing Chamness with a clean feedstock for grinding. To help ensure a clean feedstock, the Commission shall monitor the leaf and yard waste and the Wood waste it accepts and shall separate all such waste into the following piles: trees and brush, wood pallets and leaf and yard waste. All contaminants shall be removed from the waste. Chamness shall have the right to reject for grinding any Wood waste that it determines, in its sole discretion, contains too much contamination. Chamness shall also have the right to reject any Wood waste that exceeds 6 feet in length.

b. For grinding the Commission shall provide Chamness with a clean, flat, secured area in the Landfill, no more than two hundred (200) feet from the waste piles and which is accessible in all weather conditions.

c. The Commission guarantees Chamness a minimum of 85% of the Wood waste accepted at the Landfill. A separate grinding fee will be charged by Chamness if they grind Wood waste for the Commission that is not sent to Chamness.

d. Once Chamness has ground the Wood waste, the Commission shall allow Chamness to store the ground Wood waste at the Landfill for up to 60 days or whatever time restriction is mandated by the Iowa Department of Natural Resources until Chamness can transport the Wood waste to the Eddyville Facility. The Commission shall load the Wood waste and Leaf and Yard waste on Chamness' truck for transportation to the Eddyville Facility, at no cost to Chamness. The Commission shall make a reasonable effort to begin loading Chamness' truck within 10 minutes after its arrival at the Landfill.

4. Payment. The Commission agrees to pay Chamness the following amounts:

a. A mobilization fee of \$125.00 each time Chamness mobilizes the Grinder and the front-end loader to the Landfill;

b. An amount per ton for grinding (with the weight to be determined after grinding by scales located at the Eddyville Facility), based on the nature of the Wood waste to be ground, as follows:

- i. \$10.50 per ton for trees and shrubs;
- ii. \$15.00 per ton for wood pallets and other processed wood; and
- iii. \$15.00 per ton for commingled materials.

Ottumwa-Wapello Solid Waste Commission Compost Agreement - 9-29-04

- c. A \$6.00 per ton tip fee for leaf and yard waste (with the weight to be determined by scales located at the Eddyville Facility)
- d. \$85.00 per load for hauling either ground Wood waste or leaf and yard waste from the Landfill using a walking floor trailer.
- e. While the material will be weighed in at the Eddyville Facility for the purposes of billing, it will also be weighed out at the Landfill.

Chamness shall invoice the Commission monthly. The Commission shall pay Chamness such amounts as are stated on monthly invoices within fifteen (15) days of the date of the invoice (the "Due Date"). In the event the Commission fails to make payment by the Due Date, the Commission also shall pay late fees in the amount of the lesser of one and one-half percent (1 ½%) of the unpaid balance per month or the maximum lawful rate under applicable state law which shall accrue from the Due Date.

5. Term. This Agreement shall commence upon the date hereof and shall continue for a period of five (5) years, unless earlier terminated as provided herein. This Agreement may be renewed for an additional five (5) year term upon mutual agreement of the parties.

6. Termination. This Agreement shall be subject to termination immediately, upon written notice, by the non-defaulting party given to the defaulting party upon the occurrence of any of the following events ("Events of Default"):

- a. Material breach of any provision of this Agreement, which breach shall not have been cured within thirty (30) days after notice of such breach and demand for cure from the other party;
- b. Admitted insolvency of a party;
- c. Entry by a party into a receivership, compromise, composition or arrangement for the benefit of its creditors; or
- d. The filing of a petition in bankruptcy by or against a party.

Nothing in this Paragraph shall affect any accrued rights or obligations which either party may have pursuant to this Agreement or the remedies they may have, alternatively or cumulatively, arising out of any breach, whether or not resulting in a termination of this Agreement.

7. Indemnification. The Commission shall indemnify, defend and hold harmless Chamness from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) caused by any act or omission of the Commission,

Ottumwa-Wapello Solid Waste Commission Compost Agreement - 9-29-04

its contractors, subcontractors, other representatives, employees or agents arising in connection with performance under this Agreement.

8. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage paid, sent certified or registered, and addressed as follows:

(a) If to Chamness, to: _____

Chamness Technology, Inc.
2255 Little Wall Lake Road
Blairsburg, Iowa 50034
Attention: Gary Chamness, President

(b) If to the Commission, to:

Ottumwa Wapello County Solid Waste Commission
Chairman Dale M. Uehling
105 E. Third St.
Ottumwa, IA 52501

Or to such other person or address as hereafter shall be designated in writing by the applicable party.

9. Waiver. The waiver of any provision of this Agreement shall not be effective unless made in writing. Any waiver by any party of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision and shall be effective only in the specific instance and for the specific purpose for which it is made or given.

10. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, but without regard to provisions thereof relating to conflicts of law. For the purposes of resolving conflicts relating to or arising out of this Agreement, the parties agree that venue shall be in the State of Iowa only and the parties consent to the jurisdiction of the federal and state courts in the State of Iowa. Each of the parties irrevocably and unconditionally waives any right to a jury trial in any action, proceeding or counterclaim arising out of or relating to this Agreement.

11. Severability. In the event any provision of this Agreement is held invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Commission and Chamness pertaining to the subject matter contained in this Agreement and

Ottumwa-Wapello Solid Waste Commission Compost Agreement - 9-29-04

supersedes all preliminary and prior discussions, negotiations, understandings and agreements of the parties relating to the same subject matter.

13. Construction. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

14. Attorney Fees. If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CHAMNESS TECHNOLOGY, INC.

OTTUMWA WAPELLO COUNTY
SOLID WASTE COMMISSION

By: Sherry Baker
Title

By: Dale M. Uehling
Title

DOCUMENT NAME	Iowa Waste Systems Disposal Service Agreement
GENERAL DESCRIPTION	Contract agreement between Private landfill and an area county for disposal of county generated municipal solid waste.
GENERAL PROVISIONS	Provides for contract terms, general services, service fees, compliance and legal rights of parties.

DISPOSAL SERVICE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2002, by and between Pottawattamie County, Iowa (“the County”), and Iowa Waste Systems, Inc., an Iowa corporation (“IWS”).

WHEREAS, the County has assumed responsibility for the disposal of its residential solid waste generated in the County, and contracts separately for these services, and

WHEREAS, the County believes it is in the best interest of its citizens to provide to its citizens a long term cost effective and safe solution to the challenge of disposing and managing its residential solid waste, and has joined the IWSA Comprehensive Plan which covers several Counties in southwest Iowa including Council Bluffs. And

WHEREAS, this plan directs waste to be disposed of at the Iowa Waste Systems, Inc., fully lined and environmentally safe Loess Hills Regional Sanitary Landfill, near Glenwood, Iowa, and

WHEREAS, IWS agrees to accept and properly dispose of the County’s residential solid waste under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. **TERM:** This agreement is effective as of the date and year first above written and shall continue in full force and effect for Twenty (20) years or until July 01, 2022. This contract will renew for two (2) five (5) year periods automatically on the same terms and conditions as outlined below unless canceled, for cause as set out in paragraph 11 below, by either party.
2. **FIRST DATE OF WASTE ACCEPTANCE:** The First Date of Waste Acceptance shall be the date and year first written above.
3. **SERVICE PROVIDED:** After the First Date of Waste Acceptance, and with the exception of recyclables and yard waste, the County shall cause all non-hazardous residential solid waste collected, generated or processed by the County, to be disposed of at IWS’s, Loess Hills Regional Sanitary Landfill. IWS in turn agrees to accept for disposal at its Loess Hills Regional Sanitary Landfill all non-hazardous residential solid waste. IWS will provide copies of all weight tickets and other records of waste types and weights as required by the County so the County can meet its reporting requirements to IDNR and other regulatory/government entities. This contract shall be considered exclusive after the First Date of Waste Acceptance as set forth in paragraph 2, above, subject only to the liquidated damages provision set forth in

paragraph 5, below. The county retains the duty to manage its recycling and yard waste programs and to sell or dispose of recyclable and yard waste materials, reporting such quantities to IWSA for planning purposes annually, no later than March 1st of each year. This Agreement does not prevent the County from sending yard waste to IWS, Inc. for management.

4. **SERVICE FEES:** The County agrees to pay IWS Thirty-one dollars and eighty-five cents (\$31.85) per ton, (including state fees), for disposing of residential solid waste; Thirty-one dollars and eighty-five cents (\$31.85) per ton, (including state fees), for disposing of yard waste for composting; and three dollars (\$3.00) and eight dollars (\$8.00) for each car and truck tire respectively, (for recycling). These rates shall be fixed during the initial one (1) years of this Agreement, and escalate annually during the remainder of the initial term and any extension period of this agreement by 3% or the "CPIU" index whichever is less. The Service Fee shall be adjusted upward or downward if the state tonnage fees imposed by State or Federal Agencies changes.
5. **LIQUIDATED DAMAGES If IWS;** is unable to accept non-hazardous residential solid waste on or after the First Date of Waste Acceptance, then IWS shall pay as liquidated damages the difference between the service fee set forth in paragraph 4, above, and the actual cost the County incurs per ton of residential solid waste which is disposed of elsewhere, said liquidated damage amount to be paid monthly to the County.
6. **PAYMENT TERMS:** IWS shall bill the County monthly. The County shall pay all invoices within thirty (30) days of receipt. Interest shall accrue and be due and payable on all invoices not paid within 30 days at a rate of one percent (1%) per month on the outstanding balance due.
7. **MODIFICATION OF THE IWSA COMPREHENSIVE PLAN:** IWS officials shall cooperate and assist the County in preparing the necessary changes to the IWSA Comprehensive Plan to facilitate disposal at IWS facilities.
8. **REPRESENTATIONS and WARRANTIES**
 - (a) IWS represents and warrants that its landfills are in full compliance with all federal, state, county and local laws and regulations, including, but not limited to, all environmental statutes. IWS further represents and warrants that it possesses all required permits and has, or is in the process of obtaining any other government approvals necessary to handle and dispose of the County's residential solid waste.
 - (b) IWS agrees to handle and dispose of the County's residential solid waste in a manner which will not commingle the residential solid waste with any substances or wastes defined as "hazardous" or regulated under any applicable local, state or federal statutes, laws, ordinances, codes and/or regulations governing bodies, including but not limited to the laws and regulations contained in Iowa Code Ch. 455B; the Federal Water Pollution Control Act (33 U.S.C. § 3121); the Federal

Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. § 6901, et seq.); and Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. § 9601, et seq.); or the Solid Waste Disposal Act (“SWDA”) (42 U.S.C. § 6991, et seq.).

- (c) The County or its representatives shall have the right, throughout the term of this Agreement and any extensions thereof, to conduct periodic inspections of IWS’s landfill operations to ensure that the operations are conducted in compliance with all applicable laws and regulations, as well as with these representations and warranties.
-
9. **ENVIRONMENTAL COMPLIANCE:** The County, and its assignees, and/or its representatives, shall have the right to enter the premises of IWS’s landfills in order to conduct an environmental inspection of the landfills, as well as to review any and all permits, licenses and other information necessary to confirm IWS’s authority and ability to operate its landfill facilities pursuant to applicable law. The County shall have the right, at its own costs, to retain an environmental consulting firm to perform any such inspections, reviews or analysis that the County deems necessary to evaluate the environmental condition of the landfills, IWS’s compliance with applicable regulations, and IWS’s ability to accommodate the County’s residential solid waste disposal needs. The County may terminate its obligations under this Agreement, with 90 days written notice to IWS, in the event that it or its environmental consultants determine that the environmental conditions at IWS’s landfill or its ability to perform under this Agreement are unacceptable, and IWS fails to correct such problems in compliance with the law, as outlined in paragraph 11 below.

 10. **INDEMNIFICATION:** IWS agrees to indemnify, save harmless and defend the County from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, which it may incur or become responsible for as a result of bodily injury to any person or damage to any property resulting from any violations of government laws, regulations or orders by IWS, its employees or subcontractors.

 11. **TERMINATION:** Upon the material default by either party to this Agreement, the other party shall, prior to terminating the Agreement for cause, grant the other party written Notice to Cure Default as set forth in paragraph 14 below. The written notice shall grant the other party sixty (60) days in which to cure the default and shall specify in reasonable detail the terms of this Agreement, which are in default. Upon failure of the other party to cure the default within the sixty (60) days, this Agreement may be terminated for that material default by either party upon thirty (30) days’ written Notice of Termination delivered to the other party as provided herein.

 12. **ASSIGNMENT OF RIGHTS:** IWS and the County shall have the right to assign their interest in this Agreement at any time during the term of this Agreement or any

extensions thereof. Such assignment shall be subject to the written consent of the other party, which consent shall not be unreasonable withheld.

13. **INSURANCE:** Upon execution of this Agreement, IWS shall provide proof of insurance with liability limits of not less than one million dollars (\$1,000,000) with the County named as an additional insured.
14. **NOTICE:** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the he United States mail, postage prepaid, or, if applicable, when sent by facsimile, addressed as follows or to such other address or number the parties may designate in writing:

If sent to the County, to:

Chairman, Pottawattamie County Board of Supervisors
227 South 6th Street
Council Bluffs, Iowa 51501

With a copy to:

Pottawattamie County Attorney
227 South 6th Street
Council Bluffs, Iowa 51501

If to IWS, to:

Iowa Waste Systems, Inc.
Attn.: Robert T. Glebs, President
2960 Triverton Pike Dr., Suite C
Madison, WI 53711

With a copy to:

Brown, Winick , Graves, Gross, Baskerville
& Schoenebaum, P.L.C.
Attn.: Mr. Douglas E. Gross, Esq.
Suite 1100, Two Ruan Center
601 Locust Street
Des Moines, IA 50309

14. **FORCE MAJEURE:** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of any event constituting force majeure and any such failure nor delay shall not constitute a default under this Agreement.

Any event constituting force majeure means any act, event or condition, which is beyond the reasonable control of the party (ies) adversely affected thereby, that has had, or may reasonably be expected to have a material adverse effect on the rights or

the obligations of the parties under this Agreement. Such events shall include, but not be limited to, the following: an act of God, fire, explosion, equipment, breakdown, flood, war, sabotage, change in law or condemnation but shall not include economic conditions or failure to obtain financing.

The party experiencing an event constituting force majeure shall promptly notify the other party of such event and its estimated duration and impact or obligations under this Agreement. Additionally, such party shall provide prompt notice of the cessation of such event of force majeure. Whenever any events of force majeure shall occur, the party claiming to be adversely affected thereby shall, as quickly as possible, use best efforts to eliminate the cause therefor, and resume performance under this Agreement.

15. **BINDING EFFECT:** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns and personal representatives.
16. **LIMITATION OF LIABILITY:** The parties hereto agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility.
17. **WAIVER:** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.
18. **DUE AUTHORIZATION BY COUNTY:** The County warrants and represents that it has authority to enter into this Agreement and that the execution and delivery hereof by the individual set forth below and the consummation of the transactions herein provided have been duly authorized and approved by its Board of Supervisors. Upon execution and delivery by the individual set forth below, this Agreement will constitute a valid and binding obligation of the County in accordance with its terms and no additional action by another political entity is necessary to create a binding agreement for the subject matter hereof.
19. **DUE AUTHORIZATION BY IWS:** IWS warrants and represents that it has authority to enter into this Agreement and that the execution and delivery hereof by the individual set forth below and the consummation of the transactions herein provided have been duly authorized and approved by its Board of Directors. Upon execution and delivery by the individual set forth below, this Agreement will constitute a valid and binding obligation of IWS in accordance with its terms.

20. **SEVERABILITY:** If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

21. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by the County and delivered to IWS and one or more counterparts have been signed by IWS and delivered to the County.

22. **APPLICABLE LAW:** the laws of the State of Iowa shall govern This Agreement.

IN WITNESS WHEREOF parties hereto have executed this document to be effective as of the date here first above written.

IOWA WASTE SYSTEMS, INC.

POTTAWATTAMIE COUNTY
BOARD OF SUPERVISORS

BY: _____

BY: _____

ITS: _____

ITS: _____

DOCUMENT NAME	Cedar Rapids/Linn County Solid Waste Agency RFP for Recycling Processing Services
GENERAL DESCRIPTION	A Request for Proposals (RFP) seeking a private contractor to process single stream (mixed) recyclables from a community curbside and drop-off program.
GENERAL PROVISIONS	<ul style="list-style-type: none"> • Service area population for the municipality is 195,000. • Term of Contract: 5 years w/ possible 5 year renewal. • Contractor must provide an in county site(s) for receiving, processing, storing, and marketing recyclable materials. • Contractor required to operate a public drop-off site. • Contractor must provide a guaranteed minimum price/ton for materials for the term of the contract. Revenue sharing is encouraged. • Contractor will be required to partner with the municipality on education efforts.

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

**REQUEST FOR PROPOSALS
FOR
RECYCLABLES PROCESSING AND MARKETING SERVICES**

ISSUED BY

**CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY
6301 KIRKWOOD BLVD. SW
P.O. Box 2068
CEDAR RAPIDS, IOWA 52406**

AUGUST 30, 2004

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

REQUEST FOR PROPOSALS FOR RECYCLABLES PROCESSING AND MARKETING SERVICES

I. PURPOSE

Cedar Rapids/Linn County Solid Waste Agency (Agency) is issuing this Request for Proposal (RFP) to select a qualified contractor to receive, process, and market the recyclables collected by communities in Linn County in their curbside and drop-off programs.

The contractor will receive single stream (mixed) recyclables collected in community recycling curbside and drop-off programs, the majority of which are residential. The contractor will also receive clear and colored glass separately.

It is the intent of the Agency to:

- o Maximize per ton revenues derived from the sale of the recyclables and minimize transportation and overall costs;
- o Maximize the diversion of clean, designated recyclables from Linn County waste streams;
- o Form a cooperative relationship with the successful proposer to maximize public education, community outreach, and other activities.

Proposers are:

- o required to designate per ton revenue for recyclables delivered to their processing and/or receiving facility OR per ton processing charges,
- o encouraged to offer profit-sharing to the Agency,
- o required to assist with Agency recycling education & promotion efforts,
- o encouraged to organize their written proposal as described on page 15 of this RFP.

II. DESCRIPTION

The Agency is responsible for integrated solid waste management in Linn County, Iowa. The Agency currently owns and operates two landfill sites, a recycling drop-off, a hazardous material collection facility, and a municipal composting facility.

The service area includes unincorporated Linn County and its 17 communities. The current population of the service area is approximately 195,000.

The municipalities of Cedar Rapids, with a population of 121,000 and Marion, with a population of 27,000, are the two most populous member communities.

Cedar Rapids serves approximately 38,000 single family households; Marion has approximately 8,100 single family households. The other 15 communities in Linn County also offer curbside recycling to single family households, adding an additional 5,400 households for a total of approximately **51,500 households**. Curbside pick-up is currently offered weekly in Linn County communities.

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

Participation in curbside recycling programs ranges from 80-90% in most neighborhoods. (Participation is defined as a household that sets out a recycling bin at least once per month.)

Recyclable materials collected in these programs include:

- old newspaper (ONP);
- chipboard;
- residential mixed paper (phone books, junk mail, books, ledger paper, computer paper, file folders, etc.);
- old corrugated containers (OCC);
- magazine/catalogs;
- plastic containers labeled plastic resin #1 - #7 (excluding styrofoam and plastic film);
- aluminum beverage containers;
- pie tins and aluminum foil; and
- steel beverage and food containers.

Member communities in Linn County collect approximately **15,000 tons** (excluding glass) of mixed recyclables annually in their largely residential curbside programs. Approximately **265 tons** of clear and colored container glass are currently collected separately by the Agency and member communities.

The Agency, on behalf of its member communities, plans to contract with a qualified vendor for the processing and marketing of the recyclable materials collected, including clear and colored glass.

Tonnage of Mixed Recyclables (Excluding Glass) Delivered by Agency & Its Members 2000-2004

<u>Fiscal Year</u>	<u>Tonnage</u>
2000	15,753
2001	14,689
2002	14,437
2003	14,698
2004	15,043*

*average 57 tons per day

Iowa has a beverage container deposit law (Bottle Bill) that effectively diverts from landfill disposal a substantial proportion of the aluminum and glass beverage containers in Iowa. In addition, the Bottle Bill also applies to PET containers of carbonated and/or alcoholic beverages. As a result, the quantities of recyclable containers available for curbside recycling are less in the Agency service area than in recycling programs in states without a similar Bottle Bill law.

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

Agency landfills currently ban the disposal of recyclable (clean and uncontaminated) old corrugated cardboard (OCC) resulting in higher than average tonnages of this material diverted to recycling.

Records provided by the Agency's current contractor indicate the following approximate percentages for the mixed materials delivered by Agency Members: 51% newspaper, 38% mixed paper (includes cardboard), 4% ferrous, 4% plastics.

Neither the quality nor the quantity of recyclables to be delivered under the contract shall be guaranteed by the Agency. For information only, member communities now deliver less than 3% nonrecyclables (contaminants) to the current processor.

The Agency employs full time staff dedicated to recycling and waste diversion activities. Member communities and their respective haulers also promote their recycling programs.

The Agency and member communities will continue to take reasonable steps to discourage the delivery of non-recyclable materials to the processor through various public recycling education, training, and audit campaigns.

Proposers are expected support and assist with Agency recycling promotion/education programs and efforts.

III. STATEMENT OF DEADLINE

The response to the Request for Proposals must be received by the Agency no later than 4 PM Central Time, Monday, November 15, 2004. A mandatory pre-proposal meeting is scheduled for 2 PM Central Time, Wednesday, September 29, 2004, Rooms A & B, Iowa Hall, Kirkwood Community College, 6301 Kirkwood Blvd. SW, Cedar Rapids, IA. All requests for clarification relating to this RFP must be in writing by FAX 319-398-1279, e-mail mdevries@bluestem.org or U.S. mail to Marie DeVries by 2:00 PM Central Time, Monday, November 1, 2004.

Questions/requests for clarification and Agency responses will be provided to proposers participating in the mandatory pre-proposal meeting.

One original and five (5) copies of the proposal must be submitted to:
Marie DeVries, Planner
Cedar Rapids/Linn County Solid Waste Agency
6301 Kirkwood Blvd. SW, P.O. Box 2068
Cedar Rapids, Iowa 52406

Individual proposals will not be read in public or made available for public inspection until after an award has been announced.

- Issued August 30, 2004
- Mandatory Pre-Proposal Meeting September 29, 2004
- Written Proposals Due November 15, 2004

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

IV. SCHEDULE

<u>EVENT</u>	<u>DATE</u>
Request for Proposal issued	August 30, 2004
Mandatory Pre-Proposal Meeting	2 PM CT, Wed., Sept. 29, 2004
Request for Written Clarifications Due	2 PM CT, Mon., Nov. 1, 2004
Written Proposal Due	4 PM CT, Mon., Nov. 15, 2004
Interviews/Site Visits with Select Proposers	To be Determined
Approval of Award by Agency Board of Directors	January 18, 2005 (tentative)

V. TERM OF CONTRACT

Service shall commence on September 15, 2005.

The initial term of the contract shall be for five (5) years. The successful proposer agrees that the Agency may elect to extend this contract for an additional five (5) years. Contract extension after the initial five-year term is at the sole election of the Agency. Notice of renewal will be issued one year prior to the end of the contract term.

The selection process will be considered complete upon execution of the contract. Responses to the RFP will be considered part of the vendor's contractual commitment unless specifically amended in the final agreement.

VI. SCOPE OF SERVICES

This section sets forth the minimum requirements of the proposed services, along with other requirements the proposer must satisfy in responding to this RFP. It is not intended to establish detailed specifications for a processing facility, but rather to set forth guidelines for proposers to follow in preparing their submissions and to create parameters to be used for comparing proposals. Each proposer is expected to provide all necessary information concerning services and facilities in their response to this RFP.

A. FACILITY OVERVIEW

This RFP is a request for services; it is not a request for a specific facility. However, all facilities used in providing services must meet the requirements of this section.

The proposer shall provide site(s) for receiving, processing, storage, and marketing. The site(s) provided must fully comply with all applicable zoning or property use restrictions. The site for receiving the recyclables must be located within the Agency's service area (Linn County). Preference will be given to the most convenient and centrally-located facility as determined by the Agency.

The proposer shall manage all receiving, processing, storage, and marketing facilities, equipment, as well as implement procedures necessary for handling the

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

flow of material to and from facility(s). Each proposer must provide a description of receiving and processing facility location(s), site(s), and buildings.

Proposers planning to construct/retrofit facility(s) shall demonstrate the ability to provide facility(s) within 7 (seven) months from the date of contract award. Contract award is estimated to occur no later than January 2005. At a minimum, a letter of *Intent to Purchase or Lease* property must be provided with the proposal. The response to this RFP must include a transition plan documenting the work plan and expected milestones to ensure operation before contract commencement date of September 15, 2005. This transition plan shall include but will not be limited to the following milestones. Each milestone must have a deadline date attached:

- > Proof of secured property
- > Permits obtained
- > Equipment purchase
- > Buildings/facilities complete
- > Equipment installation and testing complete
- > Adequate staffing plan in place
- > Recyclable marketing plan in place

The contractor may be required to meet with Agency staff at least once per month during the first four months following contract award and then every two weeks until commencement of operations September 15, 2005.

Receiving hours must be sufficient to accommodate collection schedules of member communities even when modified to include weekends due to holidays.

B. MATERIALS RECEIVING REQUIREMENTS

Each proposer must present a detailed description of the materials receiving capabilities of the facility that will be used for this project. The receiving area must be adequate to accommodate the quantities of recyclable materials generated from the residential curbside collection systems as described. Any restrictions on the type of vehicles that can be received must be clearly stated. The recyclables receiving area must be located within the Agency's service area. This description must include, at a minimum:

1. Receiving area plan, including a map indicating the location of the facility; a complete description of the receiving area, traffic flows, rolling stock; and a diagram of the receiving area, with dimensions (including all access roads, parking areas, etc.).
2. Evidence that the receiving area is adequate to accept any type of vehicle licensed to collect or transport waste and/or recyclable materials in the Agency's service area, including but not limited to: rear and side loading collection vehicles, roll-off trucks, and specialized curbside collection vehicles, including trailers and other collection trucks.
3. Procedures for weighing all incoming loads, all outgoing loads to market, and all residues, including a description of the scale to be used.

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Evidence that the scale is properly inspected and certified by the Iowa Department of Agriculture's Division of Weights and Measures and adequate to accurately provide weights of all loads of materials.

4. Proposer's criteria for acceptance and rejection of incoming loads of recyclable materials. Proposers must indicate on the Performance Guarantee Form (page 14) the maximum level of residue and unacceptable materials allowable in incoming loads. Proposers must describe procedures for determining acceptable and unacceptable loads. Proposers must also state the maximum delivery vehicle queuing time on the Performance Guarantee Form.
5. The contractor is required to operate a public recycling drop-off at its facility or at another location agreed upon by the contractor and the Agency. The drop-off must be open during normal business hours and must be user friendly and easily accessible to the public. The drop off will accept at least the same materials as the curbside programs as well as glass. Proposers are encouraged to accept additional materials at the drop-off as markets become available.
6. The contractor is required to provide written procedures that will be implemented should the facility experience complete or partial shutdown. Agency expects contractor to continue taking materials regardless of emergency.

C. MATERIALS PROCESSING AND STORAGE

The recyclable materials will be delivered to the receiving location as mixed recyclables, except glass, which will be delivered separately.

The proposer must present evidence that all equipment has a demonstrated capacity to perform reliably in materials processing applications and is able to produce marketable products.

Proposers must indicate the number of days of storage capacity for incoming loads. All proposers shall provide a contingency plan for the continued acceptance of incoming material during scheduled and non-scheduled shutdowns. The facility shall be capable of receiving and storing all delivered recyclable materials in an enclosed area. An average 57 tons are currently delivered daily (generally Monday – Friday) by Agency and its members.

Processing equipment must be capable of completing the necessary separation, upgrading, and densification of all materials in a timely and efficient manner to produce marketable materials.

Processing equipment must be provided for the recyclable waste streams collected. Processing equipment may include: hoppers, conveyors, manual picking stations, magnetic separators, rolling stock, balers, densifiers, crushers,

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storage facilities, and miscellaneous equipment as needed to separate, upgrade, and densify materials to meet market specifications.

Storage equipment, space, and procedures must be adequate to allow proper storage, accumulation, loadout, and shipping of materials and residue to end-use markets and disposal. Proposers must indicate number of days of processed material storage capacity that exists at their facility.

D. RESIDUE DISPOSAL

The Proposer shall be responsible for segregating any residue or nonprocessable materials from the received materials and hauling it to the Agency disposal facility, unless material is processed outside of Linn County. Process residue (nonrecyclable by-products) is the processor's responsibility.

E. MATERIALS MARKETING

The proposer will be responsible for marketing all of the collected recyclable materials accepted from the Agency. The proposer shall identify and secure markets for all materials and shall present evidence of marketing capabilities in their proposal. Evidence of markets shall be presented in the form of a marketing plan, indicating stable market and transportation agreements and/or relationships. The proposer shall be responsible for renewing and replacing market agreements at the end of the term of the agreements. The process of securing markets includes the proposer obtaining contracts for the sale or beneficial use of recyclable materials, and arranging for the transportation of materials to markets.

F. COST PROPOSAL

The proposer shall provide a guaranteed minimum price per ton to be paid to the Agency for the life of the base contract of 5 years. A negative number on the Bid Form (#1, page 13) indicates the proposer's per ton charge to the Agency for processing delivered materials.

The proposer is encouraged to propose conditions under which the Agency will share revenue from commodity sales.

For purposes of revenue sharing, contractor may assume that 1.5% of materials delivered by the Agency and its members under this agreement is non-recyclable. In calculating revenue, tonnage may be reduced by no more than 1.5%. (Example: If 1200 tons are delivered during the month, contractor may reduce tonnage by 1.5% or 18 tons. Contractor would then share revenue on 1182 tons.)

G. RECORDS AND REPORTS

The proposer shall create, install and maintain an information system to provide storage and ready retrieval of operating data.

The proposer shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the services provided, including any records that may be required by the State, the County, or the Agency and its member communities. All quantities shall be reported in tons. These records shall include but shall not be limited to the following.

1. Quantity and composition of material delivered to the facility by Agency and its member communities and a description of the method for determining quantity and composition; contractor will be expected to provide weigh tickets for each load delivered by the Agency and its members.
2. Quantity and composition of all material generated in Linn County that is received at the facility.
3. Quantity and nature of residue from processing recyclable material.
4. The proposer must indicate the maximum level of residue as a percentage of incoming acceptable loads; contractor will be expected to document, through digital photographs, unacceptable loads as well as identify the hauler. Contractor may be required to contact the Agency to inspect/concur with unacceptable loads.
5. Regulatory inspections.
6. Weighing facility inspection and calibration records.
7. Scheduled and unscheduled shutdown and operating days for the prior month; scheduled shutdown for the upcoming month.

The proposer shall provide the Agency with a proposed recordkeeping and reporting format with this proposal. The required reporting information shall be provided to the Agency by email or diskette using software acceptable to the Agency on a monthly basis, within 30 operating days following the end of each month. A hard copy of the report will also be provided to the Agency at that time.

H. OWNERSHIP AND OPERATION

The proposer will own and operate, or lease, the facility and provide all facilities and services necessary to carry out the responsibilities of providing recyclable materials receiving, processing, and marketing services. The Agency will not own or operate, or lease, any part of the selected proposer's facilities or services.

Cedar Rapids/Linn Co. Solid Waste Agency RFP for Recycling Processing - 9-29-04

For the purpose of responding to the RFP, proposers should adhere to the processing requirements presented in this RFP. However, the actual type and quantity of materials delivered to the facility may differ from those projected in the RFP. Variations from those presented in this RFP will not constitute changed conditions.

The selected proposer shall employ at the facility personnel who have demonstrated ability and the full authority to make operating decisions during normal working hours and shall have key maintenance and operating personnel on call at all other times.

The selected proposer shall designate a facility manager to provide a single-point contact with the Agency's designated representative.

As far as practical, the contractor shall coordinate scheduled outage at the facility with material delivery times to avoid delays to delivery vehicles and ensure a smooth flow of material from various collection programs.

I. COMPLIANCE WITH APPLICATION LAWS AND REQUIREMENTS

All proposers shall at all times during this procurement process and during the term of any agreements resulting there from comply with all applicable federal, state, and local laws, regulations, and requirements related to preparing their proposal and constructing and operating their facilities and services (including the Occupational Safety and Health Act). Failure of any proposer to comply with all applicable requirements may be cause for disqualification from further consideration, or termination of any agreements with the Agency.

J. PAYMENT

For recyclables delivered by Agency and its member communities, the Contractor shall submit monthly payments/invoices to the Agency. Payment to or from the Agency will be made within 30 days following month's end.

The proposer is encouraged to offer revenue sharing and describe when it would apply.

K. EDUCATION

It is the intent of the Agency to partner with the contractor to increase awareness about recycling in an effort to increase the amount and quality of materials collected and delivered to the contractor's facility. The successful contractor will be expected to assist the Agency with their education and promotion programs in Linn County. Strategies to promote recycling may include guided tours of the facility to school and adult groups. Proposers are encouraged to describe their recycling education/promotion efforts as part of their proposals.

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VII. QUALIFICATION REQUIREMENTS

- A. The successful proposer will be required to furnish a Performance Bond in the amount of \$500,000 to remain in effect during the term of the contract. The Performance Bond must be received within 10 days upon notice from the Agency that the proposer is the successful contractor.
- B. Proposer shall demonstrate a minimum of (2) two years of experience in the United States or Canada in the successful marketing of recyclable materials of a type and amount similar to that anticipated under this contract.
- C. Proposers shall demonstrate a minimum of (2) two years of experience in the United States or Canada in the successful operation of a facility processing recyclable materials of a type and amount anticipated under this contract.
- D. References:
Proposers must provide at least three names of governmental entities AND at least three names of end use markets with which the proposer has done recycling related business. The references must include:
- Name of governmental entity/end use market
 - Nature of relationship between proposer and governmental entity/market
 - Contact person: name, phone, and e-mail
- E. Proposers are required to furnish a bid surety in the amount of \$10,000 with the proposal. The surety shall be in the form of bond, cashier's check, certified check, or money order. Personal or company checks are not acceptable unless certified. Proposal received without the bid surety will be considered non-responsive and rejected.
- F. The selected contractor shall purchase and maintain at its own expense the following types of insurance:
- Commercial General Liability Insurance at limits of no less than \$1,000,000 per occurrence; \$2,000,000 general aggregate
 - Workers Compensation
 - Pollution Liability/Environmental Impairment Liability at limits of no less than \$1,000,000
- Proof of insurance must be submitted within ten days upon notice from the Agency that proposer is the successful contractor.
- G. Proposers shall list ways their companies support recycling , e.g. memberships in national/state recycling associations; use of recycled content products, especially paper; sponsorship of recycling events; etc.

VIII. PROPOSAL EVALUATION AND SELECTION

1. Acceptance of Vendor Proposals

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The Agency reserves the right to accept or reject any or all proposals, to take exception to, to modify these RFP specifications, and/or to waive any formalities.

This RFP document constitutes an invitation to proposal only. It is not a contract and creates no obligations or duties whatsoever to a proposer or to the Agency.

2. Vendor Selection Philosophy and Evaluation Criteria:

The four criteria categories that will be used for the selection are defined as follows:

General – 20%

- demonstrated expertise and adequacy of resources
- experience with governmental entities
- completed forms required in RFP
- demonstrated experience with recyclables processing and marketing
- recycling education/promotion efforts
- company support of recycling, including use of recycled-content products

Functional – 20%

- demonstrated understanding of the purpose of the project
- facility manager designated
- facility location
- conformity with information requested in RFP

Technical – 20%

- ability of the facility to meet receiving, processing and storage requirements
- ability to facilitate incoming loads
- results will meet the needs of Agency and its member communities
- proven reliability of equipment, processing and marketing systems

Cost Proposal - 40%

- price paid per ton to Agency for delivered materials/price paid per ton by Agency for processing
- revenue sharing proposal

3. Rejection of Proposals

The Agency reserves the right to reject without explanation any or all proposals, to alter specifications contained in the RFP, and to waive requirements.

Vendors may be eliminated from consideration for failure to fully comply with the stipulations within this RFP.

4. Notification of Selection

Vendors submitting proposals in response to the RFP will be given written notification of the results of the selection process.

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BID FORM

CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY

FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR; DETACHED, AND MADE A PART OF THE PROPOSAL.

- 1) **Guaranteed price per ton of recyclable material for life of base contract (5 years). Negative number indicates per ton processing fee for life of base contract (5 years). For example, -10 indicates a charge to the Agency of \$10 per delivered ton for processing.**

\$_____ per ton

- 2) **Describe terms and conditions—if any—for revenue sharing. (Contractor may assume that 1.5% of materials delivered by the Agency and its members is non-recyclable. In calculating revenue, tonnage may be reduced by no more than 1.5%. Example: If 1200 tons are delivered one month, contractor may reduce tonnage by 1.5% or 18 tons. Contractor would share revenue on 1182 tons.)**

Authorized Signature:

(Signature of Official authorized to bind the contractor)

Typed Name of Official

Title of Official:

Date:

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PERFORMANCE GUARANTEE FORM

CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY

FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR, DETACHED, AND MADE A PART OF THE PROPOSAL. FOLLOWING RELATES TO EXISTING AND PROPOSED FACILITIES.

- I. **Maximum facility capacity (in tons per hour)** _____ (tph)

- II. **Maximum residue quantity from processing incoming material (as a percentage of projected totals of incoming acceptable loads)** _____ %

- V. **Receiving facility availability (days per year)** _____ days

- VII. **Number of days of storage capacity for incoming loads** _____ days

- VIII. **Maximum delivery vehicle queuing time at facility** _____ minutes

- VIII. **Processing facility availability (days per year)** _____ days

- IX. **Number of days of storage capacity for processed material** _____ days

- X. **Useful life of facility** _____ years

- XI. **Useful Life of Processing Equipment (specify for each)**
 - Type of Equipment _____ Years
 - _____ Years
 - _____ Years
 - _____ Years

Authorized Signature: _____
(Signature of Official authorized to bind the contractor)

Typed Name of Official _____

Title of Official: _____

Date: _____

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Organization of Written Proposal

1. Company name, address, and contact information
2. Facility/Operations Overview
 - o Address(s) & Map(s) of Facility(s)
 - o Receiving
 - o Processing
 - o Recycling Drop-Off
 - o Storage
 - o Marketing Plan
 - o Contingency/Emergency Plan
3. Compliance with Laws and Regulations
4. Recycling Education/Promotion Plan/Efforts
5. Record Keeping & Reporting Format: Provide Sample Form
6. Qualification Requirements
 - o \$10,000 Bid Surety (Must be enclosed with proposal.)
 - o \$500,000 Performance Bond (Provide within 10 days of notice of award.)
 - o Experience
 - o Insurance (Provide proof of insurance within 10 days of notice of award.)
 - o References
7. Bid Form (RFP: Page 13)
8. Performance Guarantee Form (RFP: Page 14)