

REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
CITY OF FLINT HILL, MISSOURI

TO ALL PROSPECTIVE CONTRACTORS:

The City of Flint Hill, Missouri (“City”) is requesting Proposals from qualified corporations, companies, partnerships, individuals, and joint ventures for the collection, processing, hauling and disposal services for residential solid waste, recyclables, and yard waste. You are hereby invited to submit your Proposal for services by delivery of the completed Request for Proposal (“RFP”) Application to the City Clerk on or before November 14, 2019, to the address specified herein on the forms supplied.

The original Proposal and seven (7) copies are required, and must be received in a sealed envelope prominently displaying your name and address and the statement “RFP Application-Solid Waste Collection and Disposal Services-City of Flint Hill, Mo.” All Proposals are subject to staff analysis. The City of Flint Hill, Missouri, reserves the right to accept or reject any and all Proposals received and waive any and all technicalities.

Proposals will be accepted until **1:00 P.M., Thursday, November 14, 2019 (“RFP Due Date”)**, and will be opened at the following regular Board meeting (“Opening of Proposals”), scheduled for November 19, 2019 at 6:00 p.m. Proposals may be delivered in person, by carrier, or by mail. It is the sole responsibility of the vendor to see that the Proposal is received in proper time.

Proposals should be mailed to:

**City of Flint Hill
Attn: Tracy Williams, City Clerk
PO Box 196
Flint Hill, MO 63346**

Proposals may be submitted in person to:

**City of Flint Hill
Attn: Tracy Williams, City Clerk
2061 Grothe Road (Lower Level)
Flint Hill, MO 63346**

PROPOSALS MUST BE RECEIVED NO LATER THAN THE RFP DUE DATE SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE OPENED OR CONSIDERED. FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED

Tracy Williams
City Clerk

REQUEST FOR PROPOSALS

This Request for Proposal (“RFP”) consists of the Definitions, Instructions, General Conditions, Specifications, and RFP Application.

DEFINITIONS

The following capitalized words and phrases used within the Instructions, General Conditions, Specifications, and RFP Application, shall have the following meanings:

“Bulky Rubbish” - Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments that 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 available therefor.

“City” - The City of Flint Hill, Missouri.

“Collection” - Removal of solid waste from its place of storage to the transportation vehicle.

“Contractor” - Such person, firm, joint venture, corporation, or association as may be contracted with to provide solid waste transportation and disposal for the City, and the applicant herein.

“Curbside” - A location adjacent to and not more than five (5) feet from any street.

“Dwelling Unit” or “Dwelling Units” - Any room or grouping of rooms located within a building or mobile home and forming a single housekeeping unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating by any number of individuals living together as a single unit. This definition shall include any single-family unit, two-family unit, four-family unit, and all apartment complexes comprised of up to four units per building.

“Hazardous Wastes” - Any waste or combination of wastes, as determined by the Hazardous Waste Management Commission by rules and regulations, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a present or potential threat to the health of humans or the environment.

“Major Appliances” - Clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, wood stoves, air-conditioners, refrigerators and freezers.

“Primary Contact” - An individual designated by the contractor to be the person responsible for the RFP Application and communication with the City.

“Processing” - Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

“Proposal” - A properly signed and guaranteed written offer of the Contractor to perform the work and to furnish the labor and materials at the price quoted. A Proposal shall be prepared on the RFP Application furnished by the City.

“Residential Solid Waste” - Solid waste resulting from the maintenance and operation of dwelling units.

“RFP Application”- The application required to be completed and submitted as the Proposal in response to this RFP.

“Solid Waste” - Garbage, refuse and other discarded materials including, but not limited to, solid and semi-solid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities but does not include hazardous waste as defined in Sections 260.360 to 260.432, RSMo. (2006), as amended, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting. Solid waste does not include "yard waste" as defined herein.

“Solid Waste Container” - Receptacle used by any person to store solid waste during the interval between solid waste collections.

“Solid Waste Disposal” - The process of discarding or getting rid of unwanted material. In particular the final disposition of solid waste by humans.

“Storage” - Keeping, maintaining, or storing solid waste from the time of its production until the time of its collection.

“Subcontractor” - The individual, firm, partnership, corporation or association licensed or otherwise authorized by law to do business in Missouri to whom the Contractor sublets any part of the work.

“Transportation” - The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

“Yard Wastes” - Leaves, grass clippings, yard, and garden vegetation and Christmas trees. The term does not include stumps, roots, or shrubs with intact root balls.

INSTRUCTIONS

The Definitions are incorporated into and made a part of these Instructions.

Any Contractor desiring to submit a Proposal shall comply with these Instructions.

RFP APPLICATION CONTENTS: The RFP Application includes all of the following and may include any additional matters the Contractors believe the City should consider. The completed RFP Application must include the following completed forms in the following order:

1. Proposal Cover Sheet
2. Price Quotations Sheet
3. Government References
4. Non-Government References
5. Disposal and Processing Sites
6. Qualifications Statement
7. Equipment Inventory
8. Collection Schedule
9. Federal Work Authorization Compliance Certification
10. Insurance Requirements
11. Additional Matter
12. Signature and Certification Page

Failure to submit any part of the RFP Application may result in disqualification of the Contractor from consideration.

All information must be completed using ink or entered in typed form. All forms requiring signatures must be properly signed in ink in the proper spaces. All prices quoted by the Contractor shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Contractor must not qualify the Proposal by stating F.O.B. a location other than such stated location(s).

The original Proposal and seven (7) copies are required, and must be received in a sealed envelope prominently displaying the name and address of the Contractor and the statement: "RFP Application-Solid Waste Collection and Disposal Services-City of Flint Hill, MO." All Proposals will be reviewed by staff. The City reserves the right to accept or reject any and all Proposals received and waive any technicalities.

Proposals will be accepted until 1:00 P.M., Thursday, November 14, 2019 ("RFP Due Date") and will be opened and read aloud at the following regular Board meeting ("Opening Proposals"). Proposals may be delivered in person, by carrier, or by mail.

Proposals should be mailed to:

**City of Flint Hill
Attn: Tracy Williams, City Clerk
PO Box 196
Flint Hill, MO 63346**

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WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO PROPOSAL OPENING: Any Contractor may, without prejudice, withdraw, modify or correct a Proposal at any time, provided the request is made in writing to the City Clerk, prior to the Opening of Proposals. All written modifications or corrections received prior to the Opening of Proposals shall be opened in public and read aloud. When such modifications or corrections are in order and acceptable in the sole judgment of the Board of Aldermen of the City, changes shall be made in the respective Proposal in accordance with the communication.

AWARD OF CONTRACT: The award of a Contract, if made, shall be made to the lowest and best bid. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration. The City may require the lowest and best Contractor to submit the following documentation: 1) a certified financial statement, and 2) a certified statement disclosing all ownership interests whether direct, indirect or beneficial and including intermediate and ultimate ownership interests where several levels of ownership exist. This statement shall disclose any single source in excess of 30% of outstanding debt and disclose any person or entity that has guaranteed in excess of 30% of the Contractor's outstanding debt. Furthermore, such disclosures shall contain any information of or relating to any and all common ownership, control, management or common pecuniary benefit said bidding entity, its owners, management or representatives possess or retain in any other entity now participating in performance of any Solid Waste disposal Contract. The Board of Alderman shall be the sole judge as to the eligibility of the Contractor and the ability of the Contractor to satisfactorily perform the work specified within the term of the Contract. Award notification will be sent to the vendor receiving the award via mail, fax or electronic mail.

INTENDED STARTING DATE: The intended starting date of this Contract will be January 1, 2020.

INTERPRETATION OF RFP Application: If a potential Contractor is uncertain as to the meaning of any part of the RFP Application, the Contractor is expected to submit questions to the City Clerk. The City Clerk is the point of contact for this RFP. All communications regarding this RFP must be directed to the City Clerk. If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an addendum. If an addendum to the specifications is issued, it will be posted on the City's website at www.cityofflinthill.com. Questions must be submitted in writing to:

Tracy Williams
City Clerk
City of Flint Hill
2061 Grothe Road (Lower Level)
Flint Hill, Missouri 63346

Questions may also be sent via e-mail to: twiebe@cityofflinthill.net. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

Each Contractor is advised to check for addenda a minimum of forty-eight (48) hours in advance of the Proposal deadline. The deadline for receipt of additional written questions shall be 5:00 p.m., November 7, 2019. No inquiry received after that time will be given consideration. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

END OF INSTRUCTIONS

GENERAL CONDITIONS

The Definitions and Instructions are incorporated into and made a part of these General Conditions.

CONTRACTOR PERFORMANCE: The RFP Application shall become part of a contract to be signed by the City and the Contractor (the "Contract"). To the extent there is any conflict in the terms of the Proposal, the RFP Application and the Municipal Code of the City of Flint Hill, the Municipal Code (the "City Code") prevails.

All items shall be supplied in strict accordance with the Specifications.

EVALUATION CRITERIA: The City will evaluate Proposals with regard to qualifications and experience, past performance, ability to provide services and equipment, services offered, proposed enhancements to the specifications and cost of services. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed. If a Proposal does not satisfy the minimum requirements as set forth in this RFP Application, the Proposal may be disqualified from consideration at the discretion of the City.

DISCLAIMER: It is the intent of the City to award the Contract to the lowest and best bidder. The City reserves the right to waive formalities, irregularities or technicalities, reject any or all Proposals or parts of Proposals, or to hold Proposals for up to sixty (60) days, and to award the Contract, which it deems in its sole and absolute discretion, is in the best interest of the City. Proposals from Contractors who are in default on a previous Contract with the City may be rejected. Any or all Proposals may be rejected if there is reason to believe, in the sole and absolute discretion of the City, that collusion existed among Contractors. Proposals received from Contractors involved in such collusion may not be considered for the same work when and if re-advertised. The City reserves the right to reject all Proposals and obtain services through intergovernmental or cooperative agreements. The City further reserves the right to both reject a Proposal which is in any way incomplete or irregular and to reopen the bidding process at a later date if all Proposals are rejected.

Submission of a Proposal confers no rights on the Contractor to a selection or to a subsequent Contract. This RFP process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of a services provider. All decisions on compliance, evaluation, terms and conditions shall be made solely and exclusively at the City's discretion and shall be made to favor the City.

ENDORSEMENTS: Contractor shall not use the City in any form of endorsement to any third-party without the City's written permission.

MINIMUM REQUIREMENTS– DEVIATIONS: The requirements of the RFP Application describe the services which the City feels are necessary to meet the performance requirements of the City and shall be considered the minimum requirements expected of the Contractor. The requirements are not intended to exclude potential Contractors. Contractors may indicate alternatives to these requirements if the alternatives are equal to or greater than what is required.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives.

The City shall be the sole and final judge of compliance with the requirements.

The City further reserves the right to determine the acceptability or unacceptability of any and all

alternatives, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives contained therein prior to reaching a decision on the awarding of a Contract. The City shall be the sole and final judge as to whether any alternative is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse.

INVESTIGATION BY CONTRACTOR: It shall be the responsibility of the Contractor to thoroughly read and understand the, Instructions, General Conditions, and Specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City.

LAW GOVERNING: By submitting an RFP Application, the Contractor agrees that the RFP and all of the action by the City in consideration of and award of a Contract on any RFP Application is governed by and construed under the laws of the State of Missouri, without regard to any conflict of laws, and that Contractor further agrees to venue in the Circuit Court of St. Charles County, Missouri, for any dispute arising therefrom.

MISCELLANEOUS REQUIREMENTS: The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its Proposal and any rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

NON-DISCRIMINATION: The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the laws and regulations of the United States and Missouri with respect to discrimination and Civil Rights, including but not limited to Section 504 of the Federal Rehabilitation Act.

COMPLIANCE WITH LAW: All state, federal and local laws and regulations shall be hereby specifically made a part of this Contract as set forth herein. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the services provided under the Contract. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the Contractor employees or the work here under in the relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this Contract. If the Contractor performs any work knowing it to be contrary to laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities, the Contractor shall bear all costs arising therefrom.

TAX: The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM: If the Contract Price is greater than \$5,000, then pursuant to § 285.530, RSMo. (2006), as amended, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect

to the employees proposed to work in connection with the services requested in this Contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the Contractor's enrollment in and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the Contractor; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the City must be notified and approve same in writing.

END OF GENERAL CONDITIONS

SPECIFICATIONS

The Definitions are incorporated into and made part of these Specifications.

INTENT: It is the City's intention to obtain, throughout the term of any Contract, a clean, courteous, well-scheduled and well-executed program for the collection, processing, hauling and disposal of residential solid waste, recyclables and yard waste. While the City recognizes that any collection service involves minor customer operating issues, the intent of this RFP is to ensure that any such operation issues are corrected within twenty-four hours (24 hours) of notice (except in emergency situations as may be set forth in the approved Contract).

GENERAL CITY INFORMATION: The following information represents the opinion of the City. The information is included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information. It shall be the responsibility of the Contractor to become familiar with the City's residential areas, including number of Dwelling Units. The City of Flint Hill is a municipality and fourth-class city located in St. Charles County, Missouri. The City has an estimated population of 539. There are approximately 175 dwelling units ("Dwelling Unit").

CONTRACTOR QUALIFICATIONS: The Contractor shall furnish the complete and accurate information requested on each part of the RFP Application.

The City may conduct any investigation of the Contractor, reasonable or necessary to determine the ability of the Contractor to perform the work. Contractor shall furnish such information regarding their qualifications reasonable and request of the City. The City reserves the right to reject any Proposal if information suggests the Contractor does not have the qualifications and ability to perform the work in accordance with the Contract.

Contractor should use extra copies of schedules or supplemental sheets as necessary to supply complete information.

SCOPE OF WORK: The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, educational services, facilities and landfill space required to perform and complete, the collection, processing, hauling and disposal of residential solid waste, recyclables and yard waste, all in strict accordance with the Contract. The City reserves the right to audit all records associated with the services, and to inspect the facilities and equipment to collect, process, hold and dispose of the residential waste.

DURATION AND SCOPE OF CONTRACT: The successful Contractor will be awarded a Contract for an initial term of three (3) years (the "Term"), beginning January 1, 2020. Prices shall not be increased for the entire Term of this Contract. At the City's option, the agreement may be renewed for three (3) additional three (3) year terms (individually, the "Renewal Term", collectively, the "Renewal Terms"). In no event shall the Term plus renewals exceed twelve (12) years. The items purchased under this Contract may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of this RFP packet. Price decreases are allowed at any time. Request for a price increase must be presented to the City at least ninety (90) days before the expiration of the current Term or Renewal Term. If a request for increase is not presented, the prices in effect at the time of expiration of the then existing Term or Renewal Term will remain.

For any Renewed Term, all terms and conditions other than price of the Contract shall be in full force and effect during each Renewal Term.

PUBLIC EDUCATION: The Contractor shall provide a printed education letter and/or brochure to be distributed to each eligible dwelling unit within the City for the purpose of explaining the program. Such materials shall be provided at the Contractor's own cost.

The Contractor shall provide educational materials/brochure to each eligible Dwelling Unit on an annual basis, indicating any/all rate changes or additional services provided by the hauler. Within said educational materials, applicable contact information, including but not limited to, phone numbers, address for payment, e-mail addresses, websites and customer service information will also be provided. Additionally, description of Solid Waste Collection procedures, recyclable items, Yard Waste procedures, Bulky Rubbish pick-up procedures, Major Appliance pick-up options and any further information on Solid Waste/Recycle/Yard Waste procedures shall be included within. Said brochure shall arrive to households prior to the change in billing cycle to provide homeowners reasonable time and notice of rate increases and/or service changes or options.

The City shall approve the form and content of the educational materials/letter/brochure and advertisement prior to their dissemination. Such letter or brochure and advertisement shall be in addition to the City's own educational material. The City requires thirty (30) days' notice prior to approval of materials being sent to dwelling units.

INVOICING FOR SERVICES: The Contractor is solely responsible for direct invoicing and collection of fees for services rendered to each dwelling unit to which it provides service in the City. The Contractor shall provide a list of all dwelling units being billed, as requested by the City.

CUSTOMER SERVICE: Customer Service Center and Business Office. The Contractor shall operate a Customer Service Center ("CSC") for the receipt of calls and emails regarding services or complaints, and a business office for the transaction of business. The Contractor shall provide and promote the phone number, or email/regular mail address of the CSC and business office to customers. The CSC shall be adequately staffed and be available to answer phone calls on all business days between the hours of 8:00 a.m. to 5:00 p.m. The hours of the business office shall be from 8:00 a.m. until 5:00 p.m. on all business days, except Saturdays. After hours calls to the CSC shall be received by voice mail for handling the next business day.

All complaints must be given prompt and courteous attention and, in case of missed scheduled collections, the Contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within twenty-four (24) hours after the complaint is received. (See "Response Time to Complaints" below.) The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled.

The Contractor shall keep a daily log of all customer complaints or inquiries received from residents of dwelling units in the City, together with notations 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 when requested.

Response Time to Complaints. All complaints received by either the Contractor or the City before 12:00 p.m. shall be resolved by the Contractor before 5:00 p.m. on the day of the complaint. All complaints received by either the Contractor or the City after 12:00 p.m. shall be resolved by the Contractor before noon the next business day.

PERFORMANCE STANDARDS: Contractor shall perform all services in a diligent and workmanlike manner and shall employ only such persons who will effectively carry out the intent and purpose of the Contract. Contractor is responsible for immediately removing any residue or

spillage from each stop along the residential collection route. Any residential waste, recyclables or yard waste spilled or blown during transportation shall be retrieved immediately.

In the event that the Contractor shall fail or refuse to perform its duties and obligations, 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 taking 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, in such events, the City may, at its option, declare the Contract terminated and the City shall, in addition, be entitled to recover damages and take such other action and seek other remedies as may be permitted by law. Damages shall include all damages naturally resulting from the termination of service by the Contractor, including but not limited to the cost to the City of soliciting and obtaining replacement.

Services for its residents, attorneys' fees and costs and any and all other costs associated with the provision of uninterrupted services.

COLLECTION EQUIPMENT: Contractor is to furnish the necessary vehicles, trucks, equipment and any other items, tools, or aids for the collection of solid waste, recycling, bulky items, and yard waste in fully contained, leak-proof vehicles, provided with tops or coverings to guard against spillage, and shall conceal said contents from view. All Solid Waste collection vehicles must be kept covered and closed at all times, except during loading or unloading, and maintained in a clean and sanitary condition. The Contractor shall maintain and operate on each collection day the number of collection vehicles and pieces of equipment needed to perform the required collection service. Sufficient spare collection vehicles, equipment and repair parts must be maintained by the Contractor to replace and/or repair any vehicles out of service.

CONTRACT TERMINATION: The City shall have the right to terminate the Contract upon ninety (90) days written notice to the Contractor for failure to perform the required services in the sole opinion of the City. In the event the Contractor fails to collect solid waste, recyclables or yard waste for any five (5) day period, the ninety (90) day notice provision will thereby be waived, the City having the immediate right to terminate the Contract without further notice to Contractor.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

LOCAL IMPROVEMENTS: The City reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by a method acceptable to the City, continue to collect the residential solid waste, recyclables and yard waste to the same extent as though no interference existed upon the roads traversed. This shall be done at no extra cost to the City. The City agrees to notify and work with the Contractor to resolve any problems due to construction activity.

COMPLIANCE: The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in the City Code to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of St. Charles County, and any rules and regulations of the State

of Missouri.

HOURS OF COLLECTION: Hours of collection shall be between 7:00 a.m. and 9:00 p.m., with no collection allowed on Sundays.

TITLE TO WASTES: All residential solid waste, yard waste and recyclables from dwelling units in the City shall be collected by the Contractor in accordance with the terms of the Contract shall become and be the property of the Contractor as soon as the material is picked up or otherwise placed in the Contractor's vehicle.

In the performance of collection services, the Contractor and its employees shall not misplace or scatter the receptacles, the lids, or any trash, recycling or yard waste contained within them upon any public place, or private street, alley, or drive. The Contractor agrees to replace any receptacle or receptacle lid damaged by it or its employees and still leave each collection location in a neat and clean condition. All refuse which falls on streets, right-of-ways, common ground, sidewalks, or any other place, as a result of the provision of service by the Contractor, shall be solely the responsibility of the Contractor to remove and/or clean said locations immediately. The Contractor will not be allowed to transfer solid waste, recycling, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City's rights-of-way. Any issues brought to the attention of the City or Contractor regarding an unsightly or unsanitary condition resulting from an action of the Contractor, shall be addressed, and the Contractor shall respond and correct the issue to the satisfaction of the City, within twenty-four (24) hours of the notification to the Contractor.

ANNEXATION: The Contractor shall agree to provide the same refuse collection services, at same price, to areas annexed by the City, in accordance with State law.

LAW GOVERNING: All state, federal and local laws and regulations shall be hereby specifically made a part of this Contract. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work performed under the Contract. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the Contractor or its employees or the work hereunder in relations, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under the Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities, the Contractor shall bear all costs arising therefrom.

STRIKE GUARANTEE: In the event of a work-related strike and picketing by City employees, or strike by Contractor's employees or picketing on City premises by other persons, the Contractor shall guarantee continuation of normal residential solid waste, recycling and yard waste collection services to the City.

INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the City as an ADDITIONAL INSURED with the exception of the Worker's Compensation Policy and Professional Errors and Omissions Insurance with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or

in limits except after thirty (30) days prior written notice to the City by certified mail, return receipt requested, or by such other method approved by the City, has been given to the City. Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

- a. Workers' Compensation for statutory limits and Employer's Liability coverage with a minimum \$1,000,000 limit.
- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this Contract. The policy shall include, but not be limited to, protection for the following hazards:
 - i. Premises and Operations – Bodily Injury & Property Damage Liability
 - ii. Independent Contractors Coverage
 - iii. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this Contract.
 - iv. Personal Injury Liability and Advertising Injury Liability
 - v. Broad Form Property Damage
 - vi. Contractual Liability
 - vii. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$3,000,000 per occurrence, and \$3,000,000 aggregate.

- c. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$3,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.:
- d. Umbrella/Excess Liability – Limit of \$3,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.:

DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expense.

OTHER INSURANCE PROVISIONS: The Contractor shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of Subcontractor employed by the Contractor.
- b. Protective Liability Policy in the name of the City for operations of the Contractor or any Subcontractor in connection with the Contract.
- c. The coverage shall be for a minimum of \$2,000,000, and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or