

SOLID WASTE HANDLING CONTRACT

The city of Fayette, Missouri (**CITY**) and RTS Waste Services LLC (**CONTRACTOR**), agree as follows:

1. TERM.

This **CONTRACT** is for (3) three years beginning on June 1, 2024, and ending no earlier than May 31, 2027. This contract can automatically be renewed for up to three additional 3-year periods as long as both parties agree to any changes.

2. SERVICES PROVIDED

- a. **CONTRACTOR** agrees to the collection of solid waste from single-family residences and multi-family residences with two (2) living units or less on a once-per-week basis. The collection of solid waste will be curbside between the hours of 6:00 a.m. and 5:00 p.m. All solid waste is to be set at the curb by 6:00 a.m. to ensure pickup. Weekly Limit of 2 bags or cans per residential unit per week. All trash must be bagged, bundled, or contained within the trash can provided by **CONTRACTOR**. Weight limit of 50 lbs. per container.
- b. Yard waste (grass, brush, leaves, etc.) is a part of this contract for services. No limbs over 3 inches in diameter and no longer than 3 feet. All limbs must be bundled with a bundle weighing no more than 50 pounds.
- c. The **CITY** and **CONTRACTOR** each recognize the County, State, and Federal legislation or regulations regarding solid waste collection and disposal may change during the terms of this **CONTRACT**. If any of the solid waste items set forth above are declared toxic or hazardous waste by a political entity, the **CONTRACTOR's** obligation to collect such items shall end.

3. BULK PICK UP.

- a. **CONTRACTOR** will provide monthly bulk pickup for **CITY** residents (non-commercial accounts) on the first pickup of the month. Bulk items are limited to the size and weight that two (2) men can pick up and load. Items to be collected include televisions, couches, tables, chairs, and other furniture, bed springs and mattresses, rugs and rug pads, lawn furniture, large toys, swing sets (dismantled), barbecue grills, sinks, and bathroom furniture *(Not piles of bags from house cleanout).
- b. **CONTRACTOR** will collect appliances during bulk pick up. **Appliance must have documentation that the appliance has had the refrigerant removed by a qualified person or entity for the specific item to be picked up.**
- c. There is no additional cost for the 1 bulk item on the first pickup of the month. Additional bulk items may be picked up at any time by making arrangements with the **CONTRACTOR's** office, additional fees may apply. Items to be collected during bulk pickup are residential household type items and must be generated by that household.

- d. Property clean-ups by landlords or any type of commercial property items are not part of this bulk pickup. Those must be contracted separately through **CONTRACTOR's** office.

4. **PICKUP AND ADA PICKUP.**

- a. Containers will be placed on the curb prior to pickup.
- b. In compliance with the ADA, Contractor will pick up containers from a resident's front porch or other agreed on location when the resident provides proof of disability to the Contractor.

5. **EXCLUSIVITY.**

During the term of this **CONTRACT**, the **CONTRACTOR** shall have the exclusive right to collect and properly dispose of the solid waste described in this **CONTRACT** which is generated by all residents. The **CITY** agrees that during the term of this **CONTRACT** it will neither engage nor allow any other persons or entities to perform the services described in this **CONTRACT**.

6. **PROHIBITED WASTE.**

- a. Nothing in **CONTRACT** shall require **CONTRACTOR** to accept or collect solid waste that has been mixed with or contaminated by toxic or hazardous waste.
- b. Building materials and demolition waste are **NOT** included as part of this contract. Arrangements for the collection of these materials can be made through our office for a fee paid by the waste generator.

7. **CONTRACTOR** agrees that all waste collected will be disposed of in a facility permitted and approved by the Missouri Department of Natural Resources.

8. **RATES.**

- a. The rate for the first three (3) contract years shall be \$15.50 per residence per month.
- b. Contractor shall be permitted to make reasonable increases in its charges after the first three (3) year term of this contract. Any rate changes must be approved by all parties.
- c. The **CITY** will pay by number of residential water services in use that month for residential hand pick up services. Payment for prior month to be paid by 20th of the month.

9. **RECEPTICLES.**

- a. **CONTRACTOR** agrees to furnish one can per residential unit, two cans if requested by resident. Additional cans over 2 may be requested through the **CONTRACTOR's** office with the additional can being \$5 per month per can. Additional cans will be billed annually by the **CONTRACTOR**.
- b. After each pick up, Contractor will replace the receptacles on the customer's property

or on the street directly adjacent to the curb. In no event may cans be replaced so as to block driveways or streets.

- c. Contractor will replace or repair any damaged receptacle.

10. **CONTRACTOR** agrees to furnish services listed below once weekly at no cost to the city.

- a. City Hall – 2 Yard
- b. Waste Water Plant – 1 Yard
- c. Public Works – 6 Yard and 2 Yard
- d. Contractor agrees to empty all trash cans on the Courthouse Square each week. Following major events downtown, the Contractor will provide an extra pick up of street cans on the square.

11. Any charges the **CITY** has for administration or other expenses will be in addition to the **CONTRACTOR** fee.

12. In the event of a **CONTRACTOR-observed** holiday, waste services will be collected on the following day. The same next day service is applicable if an observed holiday falls earlier in the collection week. At the time of this contract **CONTRACTOR** observes the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day.

13. The **CONTRACTOR** may decline to collect any waste which is not properly contained or placed at the curb for collection, or which contains any waste which **CONTRACTOR** has not agreed to collect under this **CONTRACT**. All waste within cans must be bagged.

14. LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, orders, decrees and regulations now existing or enacted subsequent to the execution of the Contract which, in any manner, affects the prosecution of the work, at no additional cost to its customers in the City.

The Contractor and his surety shall indemnify and save harmless the City and all of its officers, representatives, agents, and employees against any claim or liability arising from, or based upon the violation of any such law, ordinance, regulation, order, or decree.

The Contractor shall procure all permits and licenses; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

15. TERMINATION.

Either party may terminate this **CONTRACT** upon the breach of the other party, if the non-breaching party has given written notice of the violation(s) and the violation(s) continues for sixty (60) days after such notice. Provided, however, that neither party shall have

liabilities for any default of its obligations and this **CONTRACT** may not be terminated as a result of causes beyond its reasonable control such as change in government regulation, strike or labor action, extraordinary weather conditions, etc.

16. INSURANCE

The Contractor shall provide and maintain at all times during the term of this Contract all insurance required under this paragraph and provide the City with Certificates of Insurance verifying that the policy or policies are in full force and effect and that the same will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City; and such insurance has been approved by the City. Said insurance shall specifically name the City of Fayette as an **additional named** insured party under said policies, and said insurance shall be carried in a firm or corporation **that** has been duly licensed or permitted to carry on such business in the State of Missouri.

Worker's Compensation Insurance – Statutory amount.

Liability Insurance – Minimum limits as follows:

Comprehensive General Liability Insurance for bodily injury and property damage combined single limit: \$1,000,000 each occurrence, and \$2,000,000 aggregate.

Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles for bodily injury and property damage: \$1,000,000 each occurrence and \$2,000,000 aggregate.

17. INDEMNITY

Indemnification of City Against Liability – The Contractor shall indemnify and save harmless the City of Fayette, its officers, agents and employees, from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of any act or omission of the Contractor in the performance of work under this Agreement.

18. SUPERVISION

- a. The Contractor shall have a supervisor in charge of operations who shall visit or be available to the City each day that pickups take place for the purpose of receiving information on complaints which shall be corrected promptly and on the same day, unless more time is allowed by the City Administrator or his or her designee. The supervisor will also be required to have contact with all vehicles providing service to the City.
- b. The City Administrator or his or her designee shall be the City's representative in seeing that all contract obligations are complied with.

19. MISSED PICKUPS

In the event that any residential customer's trash is not picked up, the Contractor shall promptly

arrange to have the trash picked up.

20. LITTER OR SPILLAGE

- a. The Contractor shall not litter the streets or yards in the process of making collections, but the Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided.
- b. During hauling, all Waste Material shall be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized.
- c. In the event of spillage by the Contractor, the Contractor shall be required to immediately clean up the litter caused by the spillage.
- d. Garbage that has been scattered by wind, animals, or vandals will be the responsibility of the residents. Whenever the Contractor encounters spillage caused by such factors the Contractor shall promptly report the same to the City. Spillage not so reported shall be deemed to be caused by the Contractor and the Contractor shall be responsible for cleaning up the same.
- e. Although Commercial Waste is not covered by this Contract, the Contractor will abide by this section regarding spillage whenever providing commercial services.

21. **CONTRACTOR's** fees shall be adjusted to offset the financial impact on **CONTRACTOR** facilities or operations hereunder, of increased cost and expenses resulting from any changes in applicable laws or regulations resulting from judicial, legislative, or regulatory actions.

DATED as of this 10th day of June, 2024.

City of Fayette

Judy Thompson, City Clerk

By: _____



Greg Stidham, Mayor
117 S. Main Street
Fayette, MO 65248
mdimond@cityoffayette.com 660-248-2214

Attest



RTS Waste Services LLC

By: .



Name:

Title: member

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