

BILL NO. 09

ORDINANCE NO. 24-9

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND STEVE'S HAULING AND EXCAVATING, LLC RELATIVE TO SOLID WASTE HAULING; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the residents are in need of sanitation services.

WHEREAS, the City prepared and advertised specifications for sealed proposals for solid waste hauling and the bid submitted by Steve's Hauling and Excavating, LLC was found to be the lowest and best bid that satisfied the required specifications.

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed the agreement marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Steve's Hauling and Excavating, LLC for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said agreement.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement in substantially the form as Exhibit A for and on behalf of the City of Fredericktown, Missouri and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Board of Aldermen and after its approval and execution by the Mayor.

THIS ORDINANCE having been read by title only this 25th day of March, 2024, the Board of Aldermen voted as follows:

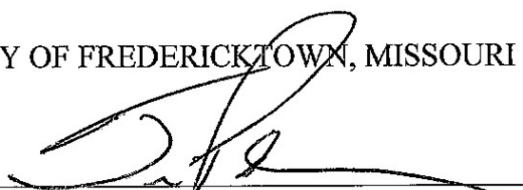
Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>absent</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 25th day of March, 2024, the Board of Aldermen voted as follows:

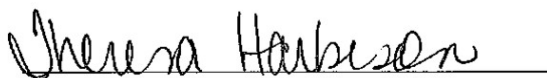
Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>absent</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 25th day of March, 2024, by 4 ayes, 0 nays, 0 abstentions and 2 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: 
Travis Parker, Mayor

ATTEST:


Theresa Harbison, City Clerk

ARTICLE II - TERM OF AGREEMENT

The Project work will commence on the 1st day of April, 2024 and will continue for a period of three years from and after that date unless sooner terminated as provided herein.

ARTICLE III - PRICE

The Owner will pay the Contractor for all services under this Agreement including but not limited to providing equipment, facilities, labor, fuel, material, permits and all costs of the performance of the Agreement and the Contractor will accept in full compensation therefore as follows: Thirty-three and 40/100 Dollars per ton for 40 tons/day hauled to 10400 Hillstown Road, Marissa, Illinois with a minimum load computed at twenty (20) tons, for all the work covered by and designated in the Bid. Contractor will weigh its vehicle on site and cause to be prepared certified weight tickets which shall be available to Owner at all times. Payment to the Contractor shall be made monthly based on Contractor invoice with attached certified weight tickets and other documents reasonably required by Owner.

ARTICLE IV - PRICE ADJUSTMENT

An adjustment for fuel cost will be made at the beginning of each month based on the United States Department of Energy average monthly diesel fuel cost (Midwest PADD2) for the previous month as published by the Department website. A price adjustment will be made up or down \$0.04 per mile traveled per load when the cost changes in increments of \$0.20 per gallon from the base rate of \$3.88 per gallon. The distance traveled shall be calculated as the travel distance from the City of Fredericktown Transfer Station to the designated disposal facility. Contractor shall be paid \$2.00 per mile for all extra travel required due to major detours caused by road closure.

ARTICLE V - BONDS AND INSURANCE

Prior to commencing work, the Contractor shall submit to Owner separate Performance and Payment Bonds in the amount of \$5,000 with surety acceptable to Owner. Contractor shall also provide certificates of insurance as provided in the Contract Documents in the amount set out therein and such policies shall name the Owner as an additional insured and shall provide that the Owner shall receive notice from the company prior to cancellation of such policies.

ARTICLE VI - COMPLIANCE WITH LAWS

A. Contractor, during the term of this agreement, will comply with all laws, regulations, ordinances or rules of any federal, state, or local body which apply to Contractor, its operators or employees. Contractor shall immediately notify Owner of any violations, citations or agency action brought against Contractor alleging noncompliance with any such law, regulation or ordinance.

B. E-verify. As a condition of award for any contract in excess of \$5,000 pursuant to section 285.530 RSMo, the Contractor must affirm its enrollment and participation in the E-VERIFY program with respect to the employees proposed to work in connection with the services requested herein.

AGREEMENT FOR SOLID WASTE HAULING

THIS AGREEMENT is made and entered into this 25 day of March, 2024 by and between the City of Fredericktown, Missouri hereinafter called the "Owner", and Steve's Hauling and Excavating, LLC, hereinafter called the "Contractor".

WHEREAS, the Owner has caused specifications and other bid documents to be prepared for the work herein described and has approved and adopted the Contract Documents and has invited proposals for furnishing facilities, materials, labor, and equipment for and in connection with the hauling of approximately 40 tons per day of solid waste from the City of Fredericktown Solid Waste Transfer Station to the Cottonwood Hills Landfill, 10400 Hillstown Road, Marissa, IL 62257.

WHEREAS, the Contractor, in response to the invitation, has submitted to the Owner in the manner and at the time specified, a proposal in accordance with the terms of the contract, and

WHEREAS, the Owner has opened, examined, and tabulated the proposals submitted, and as a result of such tabulation has determined the Contractor to be the best, responsive, responsible bidder for hauling of solid waste (the "Project") and has declared and duly awarded the Project to the Contractor for the sum herein specified, as provided in this Agreement, which shall become binding and effective upon adoption by the City of Fredericktown.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereby agree the Owner for itself and its successors, and the Contractor for itself and its successors and assigns as follows (the "Agreement"):

ARTICLE I- SCOPE OF WORK

A. The Contract Documents shall consist of the Advertisement for Bid, Instruction to Bidders, Bid Form and this Agreement (the "Contract Documents"). The Contractor will furnish at its own cost and expense, all labor, tools, rolling stock, equipment, facilities, and materials required to haul approximately 40 tons per day of Solid Waste from the City of Fredericktown Solid Waste Transfer Station as designated and described in the Contract Documents which are attached hereto and incorporated herein as if set forth in full. Owner will pay the disposal or landfill tipping fee. Owner operates the Fredericktown Transfer Station Monday through Saturday. Contractor shall ensure that sufficient trailers are available at Owner's Transfer Station at all times so that Owner is not required to store solid waste on the floor of the Fredericktown Transfer Station.

B. "Solid Waste" as used herein shall mean that waste which has characteristics such as those of the material ordinarily collected and disposed of as part of municipal garbage collections, including, but not limited to paper and cardboard, plastics, and commercial household trash and bulk trash generated by the citizens of the City of Fredericktown and specifically excluding whole tires, sewage, sludge, ash, radioactive waste, liquid wastes, infectious medical wastes, or hazardous or special wastes as defined by any applicable federal, state or local law or regulations, or wastes which are otherwise prohibited by any applicable regulations or policies of federal, state or local entities.