

BILL NO. 01-15

ORDINANCE NO. 2208

AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF WARRENTON, MISSOURI AND WILSON WASTE SYSTEMS FOR REFUSE, RECYCLING AND YARD WASTE COLLECTION

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton an agreement with Wilson Waste Systems for refuse, recycling and yard waste collection. A copy of said contract is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which no further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

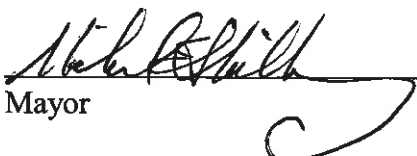
SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 13th day of January, 2015.



President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 13th day of January, 2015.



Mayor

ATTEST:



City Clerk

City of Warrenton, Missouri
SERVICES CONTRACT

DATE: December 22, 2014

THIS AGREEMENT, made and effective as of January 1, 2015, by and between **The City of Warrenton**, a municipal corporation hereinafter referred to as City, and **Wilson Waste Systems**; hereinafter referred to as "SERVICE PROVIDER," with a business address of 1730 Daniel Boone Ind. Park, Truesdale, MO 63383;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Service provider services are necessary for the following Project of City: Providing of Refuse, Recycling and Yard Waste Collection.

Except as expressly specified herein, Service provider hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the service which are particularly described as follows (and, if applicable, as more specifically set forth in the attached **Exhibit A**, incorporated herein):

Providing of Refuse, Recycling and Yard Waste Collection

The above services (hereinafter referred to as the Work) shall be provided by the Service provider in accordance with all the provisions of the Contract and attached **City of Warrenton General Conditions** for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Service Provider, as commission:

a sum not to exceed \$ _____

or (if above box not checked):

such amount as is set forth on an attached Exhibit A which is incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Service provider pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City

directs in writing additional services not included in this Agreement, Service provider shall be paid as follows:

Additional services will not be provided unless authorized in writing.

Vendor will be responsible for promptly addressing any third-party claims for lost monies related to vendor's equipment.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City in a lump sum within ten days after the end of the month in which the invoice was received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on January 1, 2015 and shall remain in effect until December 31, 2019 and shall be performed so as not to delay or hinder City's schedule for the project. Failure to complete the work by the completion date shall result in a reduction in the amount due the Service provider under this contract in the amount of n/a per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

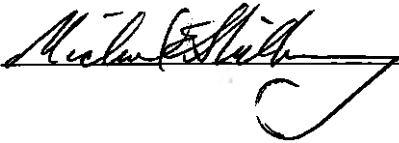
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

SERVICE PROVIDER

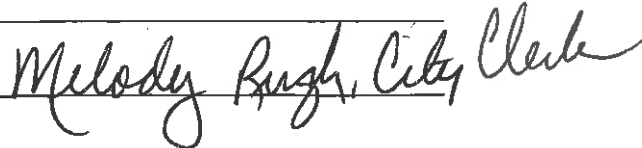
By _____

Title _____

CITY OF WARRENTON, MISSOURI

By  _____

DATED: _____

ATTEST:  _____

SERVICES TO BE PROVIDED

The Refuse Contractor shall have the responsibility for curb-line collection and disposal of all refuse, bulky trash, and yard waste from all single family/duplex households in the City at such collection points and in the manner and frequencies as described herein. Refuse Contractor shall also be responsible for collection and disposal of refuse from all dumpsters and mobile carts at multi family residential units and all City facilities. Dumpsters and mobile carts shall be provided for all City owned facilities at no additional cost as well as dumpsters for multi-family residential units for which the collection charges are paid by the City. The City shall pay for collection of 35-gallon containers and/or 96-gallon mobile carts once weekly for single family/duplex households. The City shall pay for collection of dumpsters and mobile carts from all multi family and City owned facilities twice weekly. The City invites an alternate bid for the weekly collection for single family/duplex households which limits the number of 35-gallon containers to a maximum of six or 96-gallon mobile carts to a maximum of three per single family/duplex household per pickup. If the alternate bid limiting the number of containers for single family/duplex households is accepted by the City, Contractor and householder may contract separately for collection of additional containers, but the City will not act as collection agent for contractor.

The Refuse Contractor shall have the responsibility for curb-line collection and hauling of all recyclables. The Refuse Contractor shall provide a container for recyclables, and shall designate in the bid the specific type of container to be provided. The City invites alternate bids for the provision of City-wide recycling services to all single family/duplex residential households. The City shall pay for the collection of up to one 64-gallon container of recyclables per household per pick up if the alternate bid option of City-wide recycling is accepted otherwise, the City shall pay only for those

households who sign up for recycling service. Recycling service is not provided to multi-family units.

The Refuse Contractor shall collect weekly between March 1st and October 31st of each year of the term of this contract all Yard Waste brought to the curb either in bags, containers or tied in bundles that do not exceed four feet in length, twenty-four inches in diameter or 75 pounds in weight. Contractor and householder shall contract separately for collection of Yard Waste but the City will not act as collection agent for contractor.

The Refuse Contractor shall contract separately with householder for any rental costs of additional refuse or recycling containers or cost for removal of bulky trash or white goods but the City will not act as collection agent for contractor.

ADDITIONAL COLLECTION REQUIREMENTS

Any and all spillage of waste at any stage of the collection and transportation operation shall be immediately and completely removed by the offending contractor.

No collection shall occur on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Collection shall occur on the first collection day following each of the holidays listed above. No collections shall be made on Sundays. All refuse collections shall occur between the hours of 7:00 a.m. and 7:00 p.m. on the day specified. All recyclables and yard waste collections shall occur between the hours of 7:00 a.m. and 7:00 p.m. on the day specified. Yard waste collections shall occur weekly between March 1st and October 31st of each year of the term of this contract. Any deviation from this collection schedule shall receive prior written approval from the City.

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

No refuse or recyclables shall be transported in the loading hoppers of trucks.

Each contractor shall establish regular routes and a schedule of collection days for each collection point. The City shall approve all schedules and routing and any changes thereto. It will be the responsibility of the contractor to provide appropriate notifications to all affected residences of any approved changes to the currently scheduled pickup days. The City and the contractor shall mutually prepare the format and information of such notification. Property owners will be notified of all necessary and appropriate information for the implementation or changes in recyclables services.

Compactor type vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. The offending contractor shall promptly replace facilities damaged by such contractor with like facilities at such contractor's sole expense.

REPORTS TO THE CITY

The Refuse Contractor shall provide a designated representative who will be the primary contact for the City and households to report misses or improper collections. The Refuse Contractor shall also designate a representative who will serve as the contact for City staff in completing the reconciliation process for the Contractor's invoice and City billing records who shall be available at all reasonable times to City staff.

The Refuse Contractor shall also submit monthly records of the total number of households collected within the City by the fifth (5th) working day of the month following collection.

The Refuse Contractor shall also submit monthly records of total quantity of recyclables collected within the City and the number of households using recyclables services by the fifth (5th) working day of the month following collection. The Refuse Contractor shall also furnish, if requested by the City, written verification of markets for recyclables and destination of recyclables collected, e.g., mill-processing tickets.

VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of the Refuse, Yard Waste and Recyclable contract shall:

- (a) Carry evidence of a current State of Missouri safety inspection.
- (b) Be kept clean for appearance, and suitability for refuse and recyclables collection in a manner that prevents spillage.
- (c) Not exceed a gross axle weight of 15 tons on the refuse and recyclable disposal vehicles. The gross vehicle weight of the vehicles shall not exceed 30 tons for single axle trucks.
- (d) Comply with all ordinances of the City of Warrenton.

INSURANCE AND BOND REQUIREMENTS

Performance Bond - The Refuse Contractor shall post and maintain during the term of the contract, at its own expense, a surety bond or letter of credit equal in amount to fifty thousand dollars (\$50,000). The form of bond and the bonding company shall be subject to approval of the City Attorney. The bond shall indemnify the City against the Contractors' failure or inability to comply with the terms of the contract.

Worker's Compensation Insurance - The Refuse Contractor shall obtain and maintain in force during the term of the contract, at their own expense, Worker's Compensation Insurance in amounts as prescribed by Statutes of Missouri. Any approved sub-contractor also shall obtain, and maintain in force during the term of the contract, Worker's Compensation Insurance meeting state statutory requirements.

Liability Insurance - The Refuse Contractor shall obtain and maintain in force during the term of the contract, at their own expense, for all vehicles, equipment and personnel used in the

work covered by the contract, whether used and employed by the contractor or subcontractor, liability insurance in companies and form satisfactory to the City in a sum of not less than \$500,00 for any one person and the sum of \$1,000,000 for any two or more persons who may be injured in any one accident, and the sum of \$500,000 for any property damage at any one time by reason of carelessness or legally recognizable negligence of the driver or operator of each such vehicle used in the work. Such insurance shall specifically name the City of Warrenton 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 the certificate of the insurer that the policy is in full force and that the policy will not be altered, amended or terminated without thirty (30) days prior written notice having been given to the City of Warrenton. Any approved subcontractor shall be subject to all conditions of this paragraph.

PENALTIES

In the event that the Refuse 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 Refuse Contractor for the benefit of its creditors, or the taking of the Refuse Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Refuse Contractor, in such events, the City may at its option declare the Refuse Contractor, whichever the case may be, to be in breach of its agreement, and the City may without

notice terminate the agreement and declare it forfeited and terminated, and the City shall, in addition, be entitled to recover damages and take such other action and seek other remedies available to the City, which shall include, but not be limited to, collection on the Performance Bond posted by the Refuse Contractor, as the case may be.

The Refuse Contractor shall pay a sum of \$500 per day as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to comply with the provisions of the contract. The liquidated damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under the contract.

Missed collections reported to the Refuse Contractor in the morning shall be picked up the same day; missed collections reported to the Refuse Contractor in the afternoon shall be picked up no later than the following morning before starting its regular route.

The Refuse Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorneys' fees), expenses (including, but not limited to, settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of such contractor, or any of its approved subcontractors, under this contract.

The contract shall not be assignable or transferable by the Refuse Contractor, nor shall a subcontractor perform any service for the Refuse Contractor without the City's prior consent in writing.

CANCELLATION OR EXTENSION

The City expressly reserves the right to terminate the contract with the Refuse Contractor without cause after one calendar year from the date of the contract concerned. Should the City elect to exercise this right, it shall give written notice to the contractor concerned at least sixty

(60) days prior to the effective date. At the conclusion of the initial 60-month term, the Refuse contract shall be automatically renewed from year to year unless the City or the Contractor concerned gives written notice to the other party of the termination of the contract concerned no later than 5 p.m. on October 1 of the year preceding the contract extension.

The contract price during each extended, one-year period shall be at the same schedule of rates as the previous year.

DEFINITIONS

City - The City of Warrenton, Missouri

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 or 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 of hides or other animal parts).

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 as defined herein except that "Rubbish" shall include the 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 seventy-five (75) pounds and can be removed by not more than two persons.

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 and excluding household garbage and rubbish, yard waste, construction materials, construction debris, recyclables or automobile parts.

Yard Waste - Grass clippings, leaves, tree limbs and tree, shrub and plant prunings stored either in bags, containers or tied in bundles that do not exceed four (4) feet in length, twenty-four (24") inches in diameter or seventy-five (75) pounds in weight.

Recyclables - All commingled or separate: plastic bags and containers and Styrofoam material; aluminum containers and material; clear, green and brown/amber glass containers; steel containers used in a household; newsprint and paper at the consumer level; fiberboard and corrugated cardboard at the household level and such other items as may be added from time to time.

Curb Line Collection - Collection of refuse in 35-gallon containers weighing no more than seventy-five (75) pounds when full, or 96-gallon mobile carts, at one location at the curb fronting each household.

Refuse - All garbage and rubbish but not recyclables, bulky trash and yard waste.

Household or Householder - Those who live in a single-family residence, one-half of a two-family residence or in an apartment.

Refuse Contractor - The contractor who is awarded the bid for refuse collection and disposal and recycling services for the City of Warrenton for the period beginning January 1, 2015.

Exhibit "A"

**WILSON WASTE REFUSE/RECYCLING CONTRACT
CHARGE FOR SERVICES**

	Monthly Cost	
Single family/duplex		
-Trash only	\$9.15	
Multi family		
-Trash	\$7.15	
Seniors		
-Single family trash	\$8.45	
-Multi family trash	\$6.65	
Optional Services billed to City		
Curbside Recycling per unit	\$1.25	per month
Optional Services billed by Wilson to Customer		
Mobile Recycling Container	\$2.25	per month
Mobile Refuse Container	\$3.00	per month
Bulky Item Disposal	\$20.00	per item
Yard Waste Disposal	\$10.00	per month