

REQUEST FOR PROPOSALS

CITY OF CHARLACK, MISSOURI

CITY OF CHARLACK RESIDENTIAL WASTE COLLECTION SERVICES

MAY 10, 2023

CITY OF CHARLACK, MISSOURI

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REQUEST FOR PROPOSAL

A. OVERVIEW

1. REQUEST FOR PROPOSAL

The City of Charlack, (hereinafter known as the "City"), Missouri, is seeking proposals for an exclusive license for City-wide residential collection, processing, hauling and disposal of Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items and municipal waste collection. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. PROPOSAL DELIVERY PROCEDURES

Sealed proposals, including a signed contract, shall be delivered to and received by the **City Clerk, City of Charlack, 8401 Midland Boulevard, Charlack, Missouri 63114 by no later than 5:00 p.m. on June 13, 2023.** Sealed envelopes should be clearly labeled "Sealed Proposals for City of Charlack Residential Waste Collection Services", with the Contractor's name. One original and five (5) copies of the proposal shall be provided. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals, which are delivered after the specified time, will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals will not be accepted, nor will the City transmit the RFP documents to prospective Contractors by way of fax, except for any addenda issued as specified in Section A.6 of this RFP.

3. WITHDRAWALS/DECLINATIONS

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to the City Clerk no later than the time of opening as specified in Section A.4 below.

Potential Contractors that decline to submit a proposal are requested to so notify the City in writing.

4. PROPOSAL OPENING PROCEDURES

The public opening of all proposals shall commence at 6:30 PM on Tuesday June 13, 2023, in the City of Charlack City Hall, 8401 Midland Boulevard, Charlack, MO 63114.

5. COMPETENCY OF CONTRACTORS

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

6. RFP PACKAGE

Each potential Contractor is instructed to check its RFP package to ensure that they have received a complete RFP package, which consists of the following sections:

- A. Overview
- B. General Instructions
- C. General Information
- D. General Specifications

Appendices:

- Appendix A: Price Quotation Sheet
- Appendix B: Schedules
- Appendix C: Contract for Services
- Appendix D: Hauler Service Area Map
- Appendix E: Solid Waste Code (proposed)

7. INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. The minimum specifications included in this RFP are intended to be consistent with the minimum standards for residential solid waste service set forth in the St. Louis County Solid Waste Code. If the Contractor believes that any specification required herein would not be allowed under the St. Louis County Solid Waste Code, the Contractor should inform the City Clerk, who may issue an addendum to all potential bidders who have received a copy of this RFP, if deemed appropriate in the sole discretion of the City. 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. The City will

assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. REJECTION & WAIVERS

The City hereby reserves the right to amend the terms of this Agreement to convert the invoicing to be directly to, and paid for by, the City if such terms of such amendment are more favorable to the City in the determination of the Board of Aldermen. No amendment, modification of waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision is amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

10. PROPOSAL SECURITY

Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check or a bank cashier's check in the amount of **Five Thousand Dollars (\$5,000.00)**. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract or post the required performance bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the contract has been signed and the required performance bond has been furnished, and thereafter transferred to the City General Fund as reimbursement or compensation to the City for the costs incurred, including but not limited to such costs in preparing and negotiating the bid, specifications and contract.
- (b) Proposal securities of the second and third proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful Contractors.
- (c) All other proposal securities shall be released upon selection of the top three Contractors.

B. GENERAL INSTRUCTIONS

1. PROPOSAL PACKAGE

All sections of this RFP package are integral to the desired scope of services and quotations shall take into account the comprehensive nature of the work. It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract for collection, hauling,

processing and disposal with the successful Contractor if the City contracts for residential services. The City reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. FORMAT FOR SUBMISSIONS

A properly prepared proposal shall consist of:

- (a) Proposed schedule (Section 9)**
- (b) A valid proposal security,**
- (c) A price quotation sheet (Appendix A).**
- (d) Completed schedules (Appendix B).**
- (e) A signed contract (Appendix C).**
- (f) A narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the Contractor's letterhead.**

The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. If deemed necessary by the City, Contractors may be asked to give an oral presentation of their proposal at a later date. All price quotation sheets and schedules must be correctly filled in, using blue or black ink or entered in typed form. Any erasure or error corrections must be initialed in blue or black ink. All handwritten text must be in printed format and must be clear and legible, except for signatures. All forms requiring signatures must be properly signed in blue or black ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No Quotation" entered thereupon.

A contract shall be returned with the proposal, signed and with any changes noted directly on the contract by the Contractor. Contractor shall initial any changes made.

All commentary in the narrative where the Contractor addresses specifications should refer to the section letter and subsection number (e.g. B.7) where appropriate, and should be discussed sequentially insofar as is possible.

3. MINIMUM SPECIFICATIONS: DEVIATIONS

The specifications included in this package describe the **residential services**, which the City feels are necessary to meet the performance requirements of the City and shall be considered the minimum standards expected of the Contractor. ***The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than the requirements of these specifications.***

Bidders are encouraged to provide options for enhancing the specified services and/or minimizing service costs.

The minimum specifications included in this package are intended to be greater than or consistent with the minimum standards for residential solid waste service set forth in the St. Louis County Solid Waste Code. No deviations or alternative may be less than the requirements of the St. Louis County Solid Waste Code.

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

If the Contractor cannot meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with the specifications as defined herein. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted proposal including any alternatives and deviations 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 or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

4. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which residential service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. INNOVATIONS, PILOT STUDIES AND SURVEYS

The City is willing to consider innovative aspects of Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items collection, or to participate in pilot studies using a sampling of the service area. Any such innovations or studies presented when proposals are submitted or at any time during the term of the contract, will be considered but are not mandatory. The City reserves the right to negotiate the effects and costs of any such innovation or pilot study, and none shall be instituted without its prior written permission.

The City may need or desire to do studies relative to Household Waste and Recyclables, Yard Waste, and major appliances/large household collection and disposal practices. The Contractor shall agree to cooperate with such studies. The City agrees to notify the Contractor in advance and to consult with the Contractor in conducting the study so as to minimize any disruption of the Contractor's work.

6. CONTRACTOR INFORMATION

The Contractor shall furnish the following information (Appendix B, Schedules).

- (a) A list of all areas or municipalities in the State of Missouri for which the Contractor furnishes or has furnished Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items collection for a period of at least two (2) years within the last three (3) years (Appendix B, Schedule 1).
- (b) A list of Primary and Secondary disposal and/or processing sites intended to be used for Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items collected by the Contractor (Appendix B, Schedule 2).
- (c) A Contractor qualification statement (Appendix B, Schedule 3). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix B, Schedule 3.A.).
- (d) A listing of refuse collection vehicles, which will be used within the City limits (Appendix B, Schedule 4). The listing must include year, make, condition, model, gross vehicle weight and axle design, as well as loaded capacity. Refuse collection vehicles must have covered bodies, be leak proof, cleanable, and not allow blowing or scattering of refuse.
- (e) Number of employees who will render services to the City and the number of employees to be used on each collection vehicle.
- (f) Describe in detail the single stream recycling plan, including all items to be collected, the method(s) of collection, promotion of the program to residents, etc. ***The City desires to maximize the types of materials collected, while still providing a low cost waste collection service to the residents of the City.***
- (g) It may be to the Bidder's advantage to briefly state additional information he/she believes is pertinent to the evaluation of his bid.

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

7. EVALUATION CRITERIA

The City will evaluate proposals with regard to qualifications and experience, financial stability and resources, ability to provide residential services within the identified time schedule, equipment, services offered, and support of the City's mission, proposed enhancements to the specifications, impact (beneficial or detrimental) in manner of providing services to community and cost and extent of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations, or to negotiate for better or different terms based on information submitted or otherwise. Any substitutions by applicant must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City.

If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

8. USE OF CITY'S NAME

Respondents to this RFP or the selected Contractor are specifically denied the right to use, in any form or medium, the name of City of Charlack for public advertising, unless express written permission is granted by the City of Charlack.

9. TIME SCHEDULE

The City anticipates the following time schedule:

- | | |
|------------------|--|
| • May 10, 2023 | Distribute RFP |
| • June 13, 2023 | Deadline for Bid Submission |
| • June 30, 2023 | Board of Aldermen Award of License |
| • July 15, 2023 | Finalization of Customer List – Mailings – Notices |
| • August 1, 2023 | License Period Begins |

10. COMPLIANCE WITH STATE IMMIGRATION STATUTES

As a condition for the award of a License Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the residential solid waste services. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the residential solid waste services. Such affidavits shall be in substantially the form provided in Exhibit E. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the time of submission of any bid affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or “Applicant”) shall be the person authorized to prepare, submit and sign a License Agreement on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such

time may result in the City rescinding and voiding any License Agreement awarded to the Contractor.

C. GENERAL INFORMATION

1. PURPOSE OF THIS SECTION

Descriptions of the current Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items collection programs are provided only as orientation. The General Specifications (Section D of this RFP) are the City's requirements for the contract that may be let and are not necessarily duplicative of the current programs.

2. DESCRIPTION OF THE RESIDENTIAL AREA OF THE CITY

The City of Charlack is an established community located in St. Louis County. The map enclosed in **Appendix D** provides more details of the City.

It shall be the responsibility of the Contractor to become familiar with the City's residential areas.

3. DESCRIPTION OF CURRENT RESIDENTIAL SOLID WASTE PROGRAM

The City currently licenses its residential waste hauler under exclusive contract whereby the waste hauler bills citizens directly for waste services.

D. GENERAL SPECIFICATIONS

1. INTENT

It is the City's intention to obtain, throughout the term of any future exclusive contract, a clean, courteous, well-scheduled and well-executed program for the residential collection, hauling and disposal of Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items from residential households in the City. While the City recognizes that any collection service involves minor customer operating problems, the intent of this RFP is to ensure that any such operation problems are corrected within twenty-four (24) hours of notice (except in emergency situations and as noted in the enclosed contract).

2. 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 and disposal of residential solid waste, major appliances/large household items, Recyclables and Yard Waste, including all Minimum Services and any Supplementary Services contracted for, with persons required to perform and complete the processing and marketing of Recyclables and Yard Waste, all in strict accordance with the contract. The City reserves the right to audit all records associated with the proper disposal,

recycling and composting of residential waste and to inspect the facilities used to dispose, recycle and compost the City's residential waste.

3. DURATION AND SCOPE OF CONTRACT

The contract for services shall, unless otherwise agreed, be as set forth in Appendix C and shall become **effective on August 1, 2023** and shall remain in full force and effect through midnight **July 31, 2028**. The City shall have the option to extend the term of the contract for a maximum period of five (5) years. The City must exercise said option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of the contract. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, as testified in such notice, subject to the following:

- (a) The rates to be paid to the Contractor during the extension period shall be as listed on the price quotation sheet (see Appendix A).
- (b) The Contractor shall post with the City a Performance Guarantee in the form of an irrevocable letter of credit procured at his expense for the period of extension and the amount of the Performance Guarantee shall be in the amount of **\$50,000.00**, during the extension period.

4. PUBLIC EDUCATION

The Contractor shall provide a printed education letter or brochure to be distributed to each household within the City for the purpose of explaining the program, including the benefits of the recycling aspect of the program. The Contractor shall on an annual basis provide a letter or brochure to be included in each bill or distributed to each household within the City on the benefits of the recycling. Such materials shall be provided at the Contractor's own cost.

The City shall approve the form and content of any letter or brochure under this provision prior to their dissemination. Such letters or brochures and advertisement shall be in addition to the City's own educational material.

Upon request of the City and within reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of the contract. The number of meetings shall not exceed two (2) per year.

5. CONTRACTOR TRANSITION

Should the City choose a different Contractor at the expiration of this contract, the Contractor shall agree to cooperate with the chosen Contractor in effecting an orderly transition.

6. INVOICING FOR SERVICES

The Contractor is solely responsible for direct contracting, invoicing and collection of fees for services rendered to each household to which it provides service in the City. All billing will be quarterly and in advance of services being provided. Billing should be on a quarterly basis and

not be due less than thirty (30) days from the billing date. The number of households served by the Contractor shall be subject to a periodic audit by the City. The same service terms and rates shall be extended to any areas, which may be annexed by the City during the term of the contract. Service terms shall be only as provided in the Contract with the City, including the incorporated RFP and Bid, except as otherwise specified or approved in writing by the City.

7. SERVICE AND COMPLAINTS

The Contractor shall maintain an office for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 4:30 p.m. Any complaint 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. The Contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend in excess of approximately five (5) minutes on hold while waiting for their calls to be handled. The Contractor shall keep a log of all customer complaints or inquiries received from residential solid waste customers 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 no less frequently than once per month.

Service shall be provided in a workmanlike manner. 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. Contractor shall provide to City and maintain at all times an account supervisor, with phone, email and address information on file with the City, to whom questions, problems and concerns of the City relating to Contractor or Contractor's services may be addressed and from whom direct responses shall be timely made.

8. PENALTIES

Contractor shall pay as liquidated damages the sum equal to the corresponding rate stated in the schedule of rates for each dwelling unit pick-up point which, after investigation by the City, has been determined by it to have missed on any collection day; provided, however, that the Contractor shall not be penalized for said amount for a missed collection point if a pick-up at any such pick-up point is made within twenty-four (24) hours of the appointed pick-up date and provided further that the Contractor shall not be penalized as hereinabove provided if such failure shall be caused by fire, riots, civil commotion or acts of God. For any other failure to comply with the provisions of the contract for services, the Contractor shall pay as liquidated damages the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day.

In the event that the 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 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 same

forfeited and 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. The remedies available to the City hereunder shall include, but not be limited to, collection on the Performance Guarantee provided by the Contractor.

9. ASSIGNMENT OR TRANSFER OF CONTRACT

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 consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal. In the event of an authorized assignment or transfer of the contract, the assignee or transferee shall assume the liability and responsibility of the Contractor under the contract.

10. CONTRACT AMENDMENT

No amendment, modification of waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision is amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

11. LICENSE TERMINATION

City reserves the right to revoke this License Agreement, which includes the provisions of the Request for Proposal and the rights and privileges of Contractor in the event that Contractor:

- (a) Violates any material provision of this License Agreement; or
- (b) Fails to perform the services required under this License Agreement; or
- (c) Fails to provide or maintain in full force and effect, the liability indemnification coverage's or performance bond as required herein; or
- (d) Violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contractor as authorized by law; or
- (e) Contractor evades or attempts to evade any provision of this License Agreement or the provisions of the City's Municipal Code relative to solid waste collection; or
- (f) Contractor becomes insolvent, placed in receivership, is unable or unwilling to pay its debts or is adjudged bankrupt; or
- (g) Violates any provision of City ordinance or the St. Louis County Solid Waste Code, and fails to reasonably cure such violation, or commits repeated violations of ordinances of the City or St. Louis County.

Except where the public safety or welfare requires otherwise, the City shall endeavor to provide the Contractor notice and a reasonable opportunity to cure any contractual breach, if curable. However, nothing herein shall preclude the City from drawing on the Performance Guarantee to remedy emergency situations or in the event that the Contractor fails to cure within a reasonable time.

12. 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 Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the City or residential solid waste customers in the City. The City agrees to notify and work with the Contractor to resolve any problems due to construction activity.

13. COMPLIANCE

The Contractor shall comply with the City of Charlack City Code, Chapter 230, Solid Waste, the St. Louis County Solid Waste Code, Chapter 607, pay all applicable City taxes and fees, and comply with all federal, state and local laws and regulations applicable to Contractor.

14. DAYS AND TIME OF COLLECTION

Household Waste and Recyclables, and Yard Waste, as described in section D.23 of this contract titled "Program Specifications", shall be picked up on a scheduled day(s) selected by the City.

Major Appliances/Large Household Items shall be picked up by appointment or other agreed to arrangements between the Contractor and resident requesting the service.

All items shall be placed curbside by residents by 6:00 a.m. on the day of the collection.

The Contractor shall define when collections services will occur if the regular scheduled collection day falls on a holiday. The contractor shall also give the City a minimum of ninety (90) days notice of any changes in pickup schedules due to holidays should there be a change in the defined holiday schedule.

Holidays presently recognized by the City for waste collection schedule adjustments are January 1, Memorial Day, July 4, Thanksgiving Day, and December 25. (See Section D23 (b))

15. MONTHLY REPORTS

The Contractor shall submit monthly reports to the City which state the number of households served, the number of households participating in the City's curbside recycling program (based on accurate counts by the Contractor), the amount (in tons) of (1) Recyclables and (2) Yard Waste diverted from final disposal by the City's households and the amount of waste disposed of

by the City's households. The monthly reports shall be due within fifteen (15) days of the end of each month.

16. TITLE TO WASTE

All residential solid waste, Recyclables and Yard Waste from the City's households 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.

17. ANNEXATION/REDEVELOPMENT

The Contractor shall agree to provide the same refuse collection services, at same price, to any areas annexed by the City or areas within the City that are subsequently developed or redeveloped as residential lots, in accordance with State law.

18. STATE/COUNTY DISPOSAL LEGISLATION

The Contractor shall be aware of State of Missouri, St. Louis County, and other statutory requirements for disposal of wastes, and shall be responsible for compliance with such legislation.

19. STRIKE GUARANTEE

In the event of a work-related strike and picketing by City employees, or strike by Contractor's employees or picketing of City premises by other persons, the Contractor shall guarantee continuation of normal Household Waste and Recyclables, Yard Waste, and Major Appliances/Large Household Items collection services to the City.

20. PERFORMANCE GUARANTEE

The Contractor shall establish, and deliver to the City, an irrevocable standby letter of credit in favor of the City, specified by name and in a form approved by the City, in the amount of **Fifty Thousand Dollars (\$50,000.00)** payable to the City and guaranteeing performance of the Contract.

The Performance Guarantee shall remain in effect for the term of the Contract and shall be delivered upon contract execution. A new Performance Guarantee shall be delivered to the City at least thirty (30) days prior to the expiration date of an existing letter of credit. Failure to have a valid letter of credit in place during the Contract term shall be grounds for immediate termination by the City.

21. INSURANCE

Liability Insurance - The Contractor shall obtain and maintain in force during the term of the contract, at his own expense, the following types of insurance with an insurance company licensed in the State of Missouri: (A) Worker's Compensation Insurance as prescribed by the Statutes of the State of Missouri; (B) a policy of Automobile Liability Insurance for all vehicles,

equipment and personnel used in the work covered by the contract, whether used and employed by the Contractor or sub-contractor, in a sum of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per accident or occurrence; (C) General Liability Insurance indemnifying both the Contractor and the City against damage suits in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Notwithstanding the above, the coverage amount for Automobile and General Liability Insurance shall be automatically increased to equal at all times an amount not less than the sovereign immunity limits set by RSMo. 537.600, *et seq.*, as calculated by the Missouri Department of Insurance and published annually in the Missouri Register per Section 537.610 RSMo. Said insurance policies shall specifically name the City of Charlack as an additional insured party under said policies, and said insurance policies shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days notice having been given to the City of Charlack. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

22. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City from and against any and all costs, damages, expenses, actions, suits, proceedings, claims, demands, assessments, judgments, including, but not limited to, attorney's fees with counsel approved by the City, and including incident to or arising out of, or based on allegations relating to, actions or omissions of Contractor, or the performance or failure to perform under this Contract on the part of the Contractor (or any approved sub-contractor).

23. PROGRAM SPECIFICATIONS AND SERVICES

Contractor and Contractor's bid, unless expressly provided otherwise in such bid, shall be subject to and deemed to incorporate the following service requirements and commitments:

1. **Minimum Service required; Supplementary Service.** As a minimum service required by this Request for Proposal and any Contract with the City, Contractor shall provide the collection, transportation, and disposal of all **residential (single family dwellings and two-family dwellings)** Household Waste, Recyclables, Yard Waste, major appliances/large household item materials and other identified special waste generated within the City be in accordance with the applicable sections of the Municipal Code of the City of Charlack, the St. Louis County Solid Waste Code, and these bid specifications. Those submitting proposals must use the price quotation sheet (see Appendix A) for submitting price quotes and must sign the price quotation sheet. The prices quoted shall be the maximum the Contractor will charge for the service and timeframe specified. The minimum services required, and all conditions and provisions and requirements set forth or incorporated anywhere within this Request for Proposal, shall be referred to herein and within the Bids as "**Minimum Services**" and any alternative additional services proposed or requested to be considered above these minimum requirements shall be referred to as "**Supplementary Services.**"

2. **Additional specification by type of service:**

- (a) **Household Waste collection.** “Household Waste” shall include all solid waste other than Recyclables, Yard Waste, or special waste identified for special collection in the Solid Waste Code, and shall include all such items generated from normal residential household operation. Household Waste shall include all such normal waste as well as small appliances, small furniture, and small rugs, homeowner’s construction debris from home repair and minor remodeling. Household Waste collection shall be provided for up to three (3) waste containers and/or bundles per collection. If an individual item of Household Waste weighs more than fifty (50) pounds or greater than four (4) feet in dimension in any one direction, or is of such an irregular size or shape so as to impede lifting or placement for removal without special service, the Contractor may leave notice with the resident that they must call to set an appointment to have such item picked up on a designated day. Household Waste collection shall include holiday tree collection for each household during the first two weeks of January during regular collection days. **Household Waste shall be collected by Contractor from each household not less than weekly under any Bid, on the day(s) as defined herein, at the front curb line. A twice-weekly collection option shall be provided in the Bid (the option shall provide rates for a City-wide twice-weekly collection and rates if individually-selected by each resident).**
- (b) **Yard Waste collection.** Yard Waste shall include grass clippings, vines, leaves, flowers, hedge and shrub trimmings, garden vegetation, tree limbs no greater than six (6) inches in diameter, and other forms of vegetation or as otherwise defined by the Solid Waste Code. Yard Waste may be placed in waste containers, biodegradable paper bags, or bundled. Bundled Yard Waste shall be tied in secure bundles no more than four (4) feet long, eighteen (18) inches in diameter, and weigh no more than fifty (50) pounds. Yard Waste collection shall include up to six (6) containers, biodegradable paper bags or bundles of Yard Waste per pick up. **Yard Waste shall be collected by Contractor from each household on a weekly basis during the months of March through December, with no Yard Waste pickup in months of January and February. If a special container for Yard Waste is available from Contractor, the charge shall be as specified in Appendix A.**
- (c) **Recyclables Collection.** Recyclables collection service shall be available to all residents, and included within household weekly waste pickup charges. Recyclables shall include at a minimum: newspaper, cardboard, plastic, glass, aluminum, tin cans and other types of materials, as they become readily recyclable and such materials as otherwise defined as Recyclables in the Solid Waste Code. All recyclable items shall be placed together in a recycling bin approved by the City and provided by the Contractor. **Recyclable items shall be rinsed, but labels need not be removed. Contractor shall collect Recyclables from each household at least once per week. The City desires to have this pick up on the same day as for Household Waste but it is not required if it will result in a materially higher cost service.**
- (d) **Major Appliances/Large Household Items Collection.** Major appliances/large household shall be picked up at least twice per calendar year, provide that such pickup shall not be in consecutive quarters. Removal of Major Appliances/Large Household Items (but not including hazardous waste, special waste (except as defined herein),

tires and car parts) in addition to the biannual pickup by request by a private owner or occupant of a residential dwelling shall be at no cost. All such items shall be disposed of by the hauler according to the requirements as defined herein, City of Charlack Municipal Code, Chapter 230, and all other applicable laws and regulations.

(e) **Containers to be Provided.**

- a. **Household Waste Container.** The Contractor shall make available and provide one (1) portable ninety-five (95) gallon heavy-duty plastic mobile container(s) cart(s) for residential household waste to each household at no additional cost. The container type shall be approved by the City. The monthly fee for additional containers shall be specified on Appendix A.
- b. **Recyclables Container** - The Contractor shall supply each household to which it provides service with one (1) portable 64 gallon or larger heavy duty plastic mobile container cart for Recyclables at no additional cost. The container type and size shall be as approved by the City, but shall be a different color than provided Household Waste containers. The contractor shall replace containers that become damaged due to normal wear and tear. The contractor shall not be responsible for providing new containers wherein the damage is caused by the residents neglect.

(f) **Manner of Service.**

- a. All containers eligible for collection shall be emptied by Contractor. Collectors shall place containers in an upright position, replace lids on all storage containers after emptying, put the containers back in their original location and shall not abuse containers or lid. Storage containers and other facilities damaged by the collector shall be replaced with like facilities by the Contractor.
- b. 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 notice to and approval of the City. Generally, if a holiday falls on a weekday, the regular collection days for the remainder of that week will be set back one day, with the Friday collection occurring on Saturday.
- c. For any items that the Contractor does not pick up under these terms and agreement with City, Contractor will provide information to City residents inquiring of Contractor of where or whom to contact to dispose of those items.
- d. Where a provision of this Request For Proposal differs or conflicts with the Solid Waste Code, the more stringent requirement shall apply to protect the public as determined by the City in its reasonable enforcement.

- (g) **Collection Service Provided to City.** In consideration of the City's role in authorizing and maintaining the exclusive contract with Contractor, and such public resources as may be necessary to make such services possible and effective, Contractor shall provide weekly Solid Waste collection services to municipal properties of the City at no cost to the City as follows:

- a. City Hall – appropriately sized container(s) based upon space available.
 - b. Public Works Building – 1 dumpster and 1 appropriately sized container for yard waste.
- (h) **Senior Citizen Discount.** Any household for whom the occupants are all over 65 years of age shall, upon application or notice to Contractor, be charged monthly collection rates for any Household Waste collection service of 10% less than the regular rate established in the approved Bid.
- (i) **Recycling Revenue.** Contractor shall be entitled to retain any revenue it obtains from the sale or transfer of Recyclables collected from residential households within the City. The City shall have the right to inspect agreements, invoices or other information maintained by the Contractor regarding disposition of the Recyclables and revenue derived therefrom. The City and Contractor shall cooperate to maximize the rate of use of recycling services within the City and the benefits therefrom.

APPENDIX A—PRICE QUOTATION SHEET*

*subject to all terms of attached Request for Proposal

Name of Bidder: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature

Corporate Seal

Attest to Seal

Title

Subscribed and sworn to before me this ____ day _____, 20 ____.

Notary Public

APPENDIX A—PRICE QUOTATION SHEET (Cont'd)

***subject to all terms of attached Request for Proposal**

COST OF SERVICES PER RESIDENTIAL DWELLING UNIT/PER MONTH

1. BASE BID - Minimum Services required by RFP terms

(including as set forth in Paragraph D 23 providing one (1) day/week Household Waste and Recyclables, bi-monthly Yard Waste in April-November, twice per year Major Appliances/Large Household Items, City service, etc.)

First Year: \$ _____ per month

Second Year: \$ _____ per month

Third Year: \$ _____ per month

Fourth Year: \$ _____ per month

Fifth Year: \$ _____ per month

2. Minimum Services plus City-wide two (2) days/week Household Waste:

First Year: \$ _____ per month

Second Year: \$ _____ per month

Third Year: \$ _____ per month

Fourth Year: \$ _____ per month

Fifth Year: \$ _____ per month

APPENDIX A—PRICE QUOTATION SHEET (Cont'd)

***subject to all terms of attached Request for Proposal**

COST OF SERVICES PER RESIDENTIAL DWELLING UNIT/PER MONTH

3. Additional Waste Receptacle Rental Fee and Purchase Cost above Minimum Services:¹

First Year:	\$ _____	per month
	\$ _____	Purchase Cost
Second Year:	\$ _____	per month
	\$ _____	Purchase Cost
Third Year:	\$ _____	per month
	\$ _____	Purchase Cost
Fourth Year:	\$ _____	per month
	\$ _____	Purchase Cost
Fifth Year:	\$ _____	per month
	\$ _____	Purchase Cost

Note:

1. Provide cost and size/description for each size additional receptacle that will be offered.

4. Other Supplementary Services or Proposals: [Describe proposal and provide rates]

First Year:	\$ _____	per month
	\$ _____	Purchase Cost
Second Year:	\$ _____	per month
	\$ _____	Purchase Cost

Third Year: \$ _____ per month

\$ _____ Purchase Cost

Fourth Year: \$ _____ per month

\$ _____ Purchase Cost

Fifth Year: \$ _____ per month

\$ _____ Purchase Cost

APPENDIX A—PRICE QUOTATION SHEET (Cont'd)
OPTION PERIOD (Years 6-10)

*subject to all terms of attached Request for Proposal

COST OF SERVICES PER RESIDENTIAL DWELLING UNIT/PER MONTH

5. BASE BID - Minimum Services required by RFP terms

Sixth Year: \$ _____ per month

Seventh Year: \$ _____ per month

Eighth Year: \$ _____ per month

Ninth Year: \$ _____ per month

Tenth Year: \$ _____ per month

6. Minimum Services plus City-wide two (2) days/week Household Waste:

Sixth Year: \$ _____ per month

Seventh Year: \$ _____ per month

Eighth Year: \$ _____ per month

Ninth Year: \$ _____ per month

Tenth Year: \$ _____ per month

1. Define fee per item and/or fee schedule per item for Major Appliances/Large Household Items that will result in the lowest fee for residents.

7. OTHER PROPOSED PROVISIONS:

APPENDIX B—SCHEDULES

***subject to all terms of attached Request for Proposal**

SCHEDULE 1

Please list areas or municipalities in the State of Missouri for which the Contractor furnishes or has furnished Household Waste and Recyclables, Yard Waste, and major appliances/large household collection for a period of at least two years within the last three years.

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

APPENDIX B—SCHEDULES
***subject to all terms of attached Request for Proposal**

SCHEDULE 1 (CONTINUED)

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

Municipality or Area Name: _____

Address: _____

Phone Number: _____

Service Period: _____

Note:

1. Attach additional sheets if more space is required.

APPENDIX B—SCHEDULES

***subject to all terms of attached Request for Proposal**

SCHEDULE 2

Please list final disposal and/or processing sites intended to be used for Household Waste and Major Appliances/Large Household Items, Yard Waste, and Recyclables collected by the Contractor.

PRIMARY LOCATION – HOUSEHOLD WASTE ITEMS:

Facility Name: _____

Address: _____

Phone Number: _____

SECONDARY LOCATION – HOUSEHOLD WASTE ITEMS:

Facility Name: _____

Address: _____

Phone Number: _____

PRIMARY LOCATION – RECYCLABLES:

Facility Name: _____

Address: _____

Phone Number: _____

APPENDIX B—SCHEDULES

***subject to all terms of attached Request for Proposal**

SCHEDULE 2 (CONTINUED)

SECONDARY LOCATION – RECYCLABLES:

Facility Name: _____

Address: _____

Phone Number: _____

PRIMARY LOCATION – YARD WASTE:

Facility Name: _____

Address: _____

Phone Number: _____

SECONDARY LOCATION – YARD WASTE:

Facility Name: _____

Address: _____

Phone Number: _____

PRIMARY LOCATION – MAJOR APPLIANCES/LARGE HOUSEHOLD ITEMS:

Facility Name: _____

Address: _____

Phone Number: _____

APPENDIX B—SCHEDULES

***subject to all terms of attached Request for Proposal**

SCHEDULE 2 (CONTINUED)

SECONDARY LOCATION – MAJOR APPLIANCES/LARGE HOUSEHOLD ITEMS:

Facility Name: _____

Address: _____

Phone Number: _____

Note:

1. Attach additional sheets if more space is required.

SCHEDULE 3

- Attach a Contractor Qualification Statement.

SCHEDULE 3.A

- If one or more subcontractors are proposed, attach a subcontractor qualification statement for each subcontractor.

APPENDIX B—SCHEDULES

***subject to all terms of attached Request for Proposal**

SCHEDULE 4

List all waste collection vehicles, which will be used within the City Limits.

Year	Make	Model	Condition (New/Good/ Fair/Poor)	Gross Vehicle Weight	Gross Loaded Axle Weight/ Design

Note:

1. Attach additional sheets if more space is required.

APPENDIX C – CONTRACT

CITY OF CHARLACK RESIDENTIAL SOLID WASTE COLLECTION SERVICES LICENSE AGREEMENT

THIS RESIDENTIAL SOLID WASTE COLLECTION SERVICES LICENSE AGREEMENT (“License Agreement”) is made and entered into this ____ day of _____, 2023, by and between _____ (hereinafter called “Contractor”) and the CITY OF CHARLACK, a municipal corporation (hereinafter called “City”).

WHEREAS, City, pursuant to Section 230.030 of the Solid Waste Code (“Solid Waste Code” as may be amended) of the City of Charlack, has determined to enter into an agreement granting the exclusive right to collect, transport, process and remove residential solid waste within the City limits, subject to the limitations and provisions therein, and

WHEREAS, Contractor has, or will obtain, a business license to collect residential solid waste from the City, and

WHEREAS, City has solicited proposals for licensing contractors to provide residential solid waste collection within the City and, after due evaluation of the proposals received, City has determined that it is in the best interest of the City and its residents to grant a license to Contractor;

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

1. **License – Term.** Subject to the terms of this License Agreement, City grants to Contractor an exclusive license for the collection, transportation, processing and disposal of solid waste to residential households within the corporate limits of the City of Charlack as set forth in the Request for Proposals incorporated herein. The term of this license shall be for a period of five (5) years from August 1, 2023 and shall remain in full force and effect through midnight July 31, 2028 with an option to extend the term of the License Agreement for a maximum period of five (5) years available at the sole option of the City. The City must exercise the option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of this License Agreement. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:
 - A. The rates to be paid to the Contractor during the option period shall be as listed on the price quotation sheet (see Appendix A to the Request for Proposal). Contractor agrees it shall charge no fee within the City except the approved charges as outlined on Appendix A; provided, however that during any extension after the third year of this

Contract, the Contractor may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual change in its costs of operations. At the time of any such petition, the Contractor shall provide the City with the documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably delay response to such petition, but may deny the adjustment in its sole discretion. In the event that the City denies a rate increase equal to or less than a documented cost increase to Contractor, Contractor may, in its sole discretion, continue under the Contract or terminate the remainder of the Contract term with not less than eight (8) months prior notice to the City given after any such denial by the City. The City shall have the right, in its sole discretion, within 90 days of receipt of such termination notice to reverse its decision and agree to such documented increase, which shall void such termination.

- B. The Contractor shall post with the City a Performance Guarantee in the form of an irrevocable letter of credit procured at his expense for the period of extension and the amount of the Performance Guarantee shall be in the amount of \$50,000.00.

2. **Contract Documents.** This License Agreement shall consist of:

The City of Charlack Request for Proposal and any exhibits dated _____, 2023 and on file with the City of Charlack, including any addendum submitted by the City prior to receipt of Contractor's Proposal

- A. The Proposal dated _____, 2023 submitted by Contractor (the "Proposal");
- B. This License Agreement and any exhibits attached thereto; and
- C. Performance Guarantee and any other bonds or guarantees required.

3. **Scope of Services.** The Scope of Services shall be all such Minimum Services (as defined in Section 23 of the Request for Proposal) and requirements of the Request for Proposal, along with the following Supplementary Services, if any:

_____.

4. **Labor, Equipment and Materials.** Contractor shall furnish, unless otherwise provided, all implements, machinery, equipment, tools, supplies and labor necessary to the performance of the waste, recycling, and Yard Waste services under this License Agreement, including any emergency repairs and maintenance.

5. **Termination/Revocation.** Only after providing reasonable notice of Contractor's default and reasonable opportunity for Contractor to cure the default, the City may revoke this License Agreement, which includes the provisions of the Request for Proposal, and the rights and privileges of Contractor in the event that Contractor:

- A. Violates any material provision of this License Agreement; or
- B. Fails to perform the services required under this License Agreement; or
- C. Fails to provide or maintain in full force and effect, the liability indemnification coverage's or performance bond as required herein; or
- D. Violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contractor as authorized by law; or
- E. Contractor evades or attempts to evade any provision of this License Agreement or the provisions of the City Solid Waste Code or the St. Louis County Solid Waste Code; or
- F. Contractor becomes insolvent, placed in receivership, is unable or unwilling to pay its debts or is adjudged bankrupt; or
- G. Violates any provision of City ordinance or the St. Louis County Solid Waste Code, and fails to reasonably cure such violation, or commits repeated violations of ordinances of the City or the St. Louis County Solid Waste Code.

Except where the public safety or welfare requires otherwise, the City shall endeavor to provide the Contractor notice and a reasonable opportunity to cure any contractual breach, if curable. However, nothing herein shall preclude the City from drawing on the Performance Guarantee to remedy emergency situations or in the event the Contractor fails to cure within a reasonable time.

In the event the City materially fails to enforce the exclusivity portion of this License Agreement, the Contractor may, after written notice of specific enforcement not taken and reasonable opportunity by the City to address the request, terminate this License Agreement upon not less than eight (8) months written notice to the City if such material failure to enforce remains.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all federal, state and municipal laws for performance under this License Agreement. If any work is hereafter determined to be subject to prevailing wage requirements, the Contractor shall not pay less than any applicable prevailing hourly wage rate of wages for all workers performing work under this License Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.
7. **Indemnification and Duty to Defend.** Contractor agrees to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorney's fees, and with counsel approved by the City, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, in any way arising out of Contractor's breach of the Contract Documents or out of Contractor's negligence or willful misconduct or omissions in the

services and operations performed hereunder by Contractor, including City's reliance on the services provided by Contractor under the terms of this License Agreement Contractor shall not be liable for any loss or damage attributable to the sole or gross negligence of City. The Contractor is only obligated to indemnify the City for City's negligent or willful acts or omissions up to \$2.5 million, provided that nothing in this limitation shall cap the indemnity obligations otherwise arising from this Paragraph.

8. **Solid Waste Code Incorporated.** This License Agreement and the terms and conditions herein shall include and incorporate the terms and provisions of City of Charlack Solid Waste Code, Chapter 230, and any amendments thereto, the St. Louis County Solid Waste Code, and any amendment thereto, any applicable statute of Missouri or the United States or rule or regulation of any state or federal agency exercising authority over solid waste disposal. Nothing herein shall be construed as an abrogation or limitation by the City of any of its police powers, and irrespective of this agreement may amend or enact any legislation or law within the scope of its authority.
9. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that it has been engaged in such work as required by the Scope of Services and has provided similar services to those required to be performed under this License Agreement to other municipalities, subdivision associations and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform under the terms of this License Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent from the Board of Aldermen. The Contractor will take appropriate measures to ensure that the traveling public will be adequately protected, including as may be reasonably directed by the City consistent with applicable law.
10. **Contractor's Liability Insurance.** The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier reasonably acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor hereunder. The Contractor shall procure and maintain during the life of this License Agreement insurance of the types and minimum amounts as follows:

Insurance Type	Amount
Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employees' Liability coverage	Statutory Amount
Comprehensive General Liability Bodily Injury Including Death	\$ 350,000 each person \$2,500,000 each occurrence
Comprehensive General Liability Property Damage:	\$ 350,000 each person \$2,500,000 each occurrence \$2,500,000 aggregate
Comprehensive Automobile Liability Bodily Injury Including Death:	\$ 350,000 each person \$2,500,000 each occurrence

Comprehensive Automobile Liability	\$ 350,000 each person
Property Damage:	\$2,500,000 each occurrence
City's Protective Bodily Injury Including Death	\$ 350,000 each person
	\$2,500,000 each occurrence
Property Damage:	\$2,500,000 aggregate

Notwithstanding the above, the coverage amount for Automobile and General Liability Insurance shall be automatically increased to equal at all times an amount not less than the sovereign immunity limits set by RSMo. 537.600, et seq., as calculated by the Missouri Department of Insurance and published annually in the Missouri Register per Section 537.610 RSMo. Said insurance policies shall specifically name the City of Charlack as an additional insured party under said policies, and said insurance policies shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days notice having been given to the City of Charlack. The policy or policies shall contain a provision that written notice of any cancellation or modification in coverage shall be given to City at least thirty (30) days in advance of the effective date thereof. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of certificates of insurance for such insurance policy or policies, which shall be approved by the City, shall be submitted to the City Clerk prior to the commencement of services.

11. **Invoicing.** The City shall have no responsibility to pay Contractor for the services rendered under this License Agreement. The Contractor is solely responsible for direct invoicing and collection of fees for services rendered to each household to which it provides service in the City. Billing should be on a quarterly basis and not be due less than thirty (30) days from the billing date. The number of households served by the Contractor shall be subject to a periodic audit by the City. The same service and rates shall be extended to any areas, which may be annexed by the City or developed in the City during the term of the contract. All prices under this License Agreement are firm and fixed. There will be no additional fuel or administrative charges added by Contractor to any bill delivered to household receiving service under this License Agreement.
12. **Conflicts.** The specific terms, conditions, promises and covenants made by Contractor by this License Agreement are as provided in this License Agreement and the Request for Proposal ("RFP") and the proposal submitted by Contractor and which are incorporated herein by reference. To the extent there is any conflict in the terms of the proposal submitted by Contractor and the RFP of the City, on file with the City Clerk or with the Code of the City of Charlack, the RFP and Code of the City shall govern and prevail, and are incorporated herein as if fully set forth.
13. **Amendment/Waiver.** No amendment, modification of waiver of any provision of this License Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision is amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the License Agreement shall not be deemed a waiver of such term or condition.

14. **State Law.** This License Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.
15. **Severability.** The invalidity or unenforceability of any provision of this License Agreement shall not affect the validity or enforceability of any other provision of this License Agreement, which shall remain in full force and effect to the maximum extent permitted by law.
16. **Successors & Assigns.** Any privilege granted herein is to be held in personal trust by the Contractor. It cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by forced or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the Board of Aldermen of the City, and such consent shall not be unreasonably withheld. This License Agreement shall be binding upon Contractor and all of its successors, lessees and/or assignees as may be approved by City.
17. **Counterparts.** This License Agreement may be executed in one or more counterparts.
18. **Costs & Attorneys' Fees.** Contractor shall pay, and by its acceptance of this License Agreement, Contractor specifically agrees that it will pay all damages; investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties or other expenses of any kind which the City may incur legally or be required to pay as a result of any storage, collection, transportation, processing or disposal of solid waste by Contractor.
19. **Administrative Remedies.** Any claimed breach of this Agreement by City shall be asserted by Contractor within sixty (60) days thereof in writing and filed with the City Clerk. Before any legal action or proceeding may be filed in any court of jurisdiction, Contractor Agrees to exhaust its administrative remedy pursuant to a petition filed with the City Board of Aldermen, which shall have jurisdiction thereof, who shall provide a hearing within 30 days of the filing of such petition. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or permit suit for damages of any kind against the City; provided that any rights herein of Contractor may be enforced by specific enforcement if otherwise consistent with law. Nothing in this paragraph shall be deemed to limit the City's right of enforcement of this Agreement as may be provided in this Agreement or otherwise exist at law or in equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

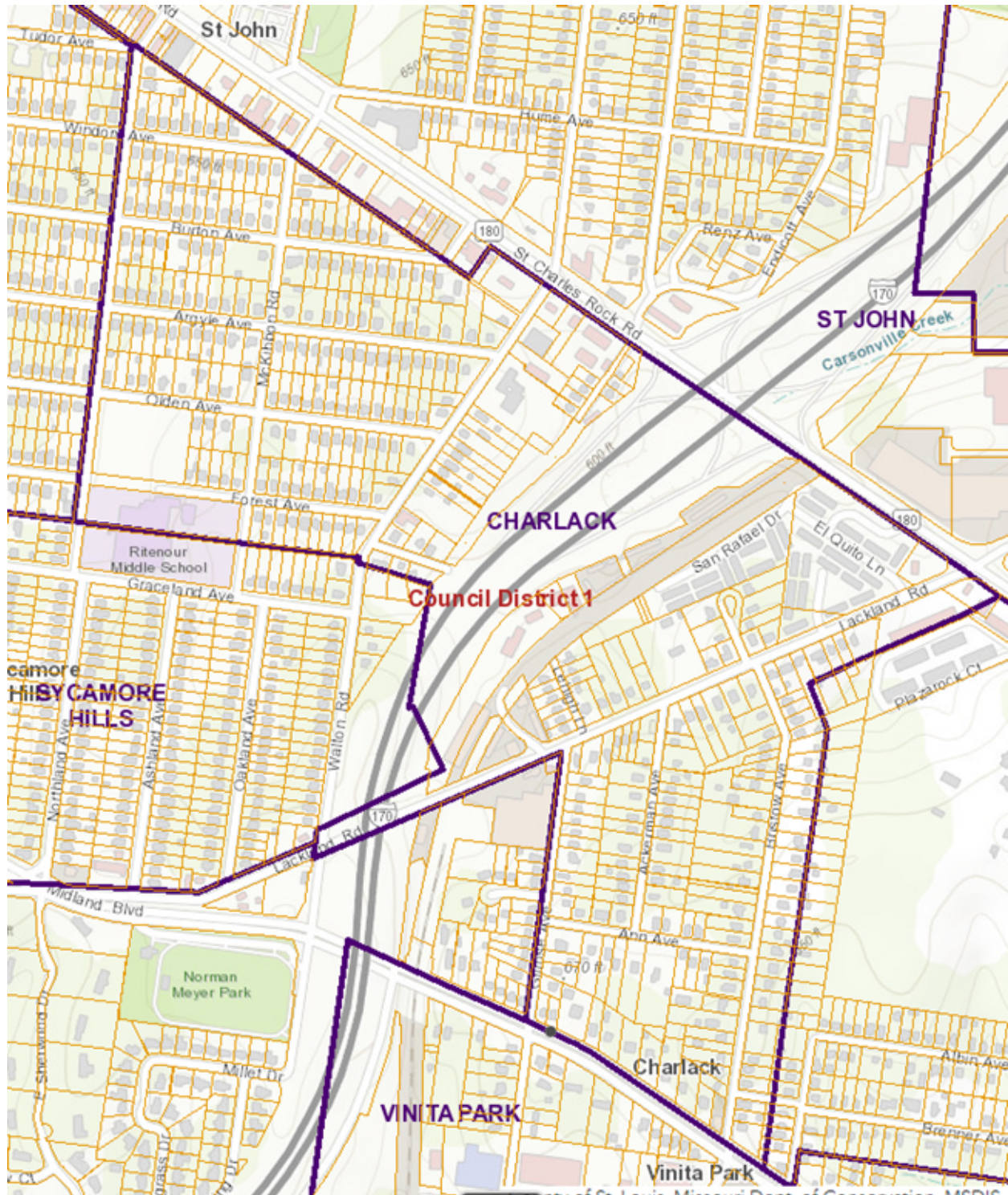
CITY OF CHARLACK

By: _____

Title: Chairman _____

ATTEST:

APPENDIX D—CONTRACTOR SERVICE AREA MAP (City of Charlack)



APPENDIX E – SOLID WASTE CODE

CHAPTER 230

SOLID WASTE

Chapter 230. Solid Waste

Section 230.010. Definitions.

[CC 1992 §225.010; Ord. No. 339 §2, 8-27-1976]

For the purposes of this Chapter, the following terms shall be deemed to have the meanings indicated below:

BULKY RUBBISH

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

CITY

The City of Charlack, Missouri.

COLLECTION

Removal of solid waste from its place of storage to the transportation vehicle.

COMMERCIAL SOLID WASTE

All solid waste generated from a source other than a dwelling unit.

CONTAINER

A receptacle for the disposal of solid waste material made of metal or other durable substance with a tight fitting cover and which is watertight. Such container shall have a suitable handle on the lid and on two (2) sides of the container in order that the same may be lifted for the emptying of solid waste. A single container, when filled, shall not exceed fifty (50) pounds.

CONTRACTOR

Such person, firm or corporation as may be contracted with to provide solid waste transportation and disposal for the City.

CURBSIDE

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

DISPOSABLE SOLID WASTE CONTAINER

Disposable plastic or paper sacks with a capacity of twenty (20) to thirty-nine (39) gallons or, if specifically designated for storage of solid waste, a maximum of fifty-five (55) gallons.

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. Units of multiple-housing facilities may be billed as dwelling units upon request by the owner of said dwelling units.

GARBAGE

Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

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.

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, limited liability company, corporation, association, trust, institution, City, County, other political subdivision, authority, State agency or institution, or Federal agency or institution, or any other legal entity. As applied to partnerships or associations, the word includes the partners or members thereof; and as applied to corporations, it includes the officers, agents or employees thereof who are responsible for the act referred to.

PROCESSING

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

PROHIBITED ITEMS

Items which are eliminated by State law from being disposed of in a solid waste disposal area including, but not limited to, major appliances, waste oil, lead acid batteries, waste tires and the like as the same may be now or hereafter defined by State law.

RESIDENTIAL SOLID WASTE

Solid waste resulting from the maintenance and operation of dwelling units.

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., 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 man.

SOLID WASTE MANAGEMENT

The entire solid waste system of storage, collection, transportation, processing and disposal.

STORAGE

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

STORAGE AREA FOR SOLID WASTE DISPOSAL CONTAINERS

All of that area of any lot or tract except the area from a public street to a line parallel with the rear of any private building (excluding any accessory use) and, in the case of a corner lot, also that area from a public street to a line parallel with the side of any private dwelling closest to a public street and further excluding any area that would be within a building setback line as provided in Title V of this Code.

SUNSET

The time published in a newspaper or newspapers of general circulation in the County of St. Louis for the setting of the sun for the date of publication of such publication of general circulation.

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.

Section 230.020. Solid Waste Storage.

A.

The occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the City shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment and to maintain such solid waste containers at all times in good repair.

B.

The occupant of every dwelling unit and of every institutional, commercial, business, industrial or agricultural establishment shall place all solid waste to be collected in proper solid waste containers and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. Accumulation of waste in suitable containers shall not be stored upon any site in the City for a period longer than seven (7) days.

C.

Residential solid waste shall be stored in containers as provided by the current solid waste hauler or of not more than thirty-nine (39) gallons nor less than twenty (20) gallons in nominal capacity, except that residential solid waste may be stored in trash bags of adequate strength in a size not to exceed fifty-five (55) gallons. All containers, including bags, shall be leakproof and waterproof, fly-tight and properly covered, tied or enclosed, except when depositing waste therein or removing the contents thereof. Containers other than bags shall have handles, bails or other suitable lifting devices or features. Containers other than bags shall be of a type originally manufactured for residential solid waste with tapered sides for easy emptying. They shall be of lightweight and sturdy construction. The weight of any individual container, including bags and its contents, shall not exceed seventy-five (75) pounds. Galvanized metal containers or rubber, fiberglass or plastic containers which do not become brittle in cold weather may be used in addition to bags. Disposable solid waste containers with suitable frames or containers as approved by the City may also be used for storage of residential solid waste. Galvanized metal containers or rubber, fiberglass or plastic containers with suitable frames or containers as approved by the City may also be used for storage of residential solid waste.

D.

Commercial solid waste shall be stored in solid waste containers as approved by the Board. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof and shall meet all requirements as set forth by Section **230.070**. Such containers shall be rodent resistant and shall be stored on a concrete base and enclosed on each side by a fence and gate with fifty percent (50%) air space, or by masonry enclosure with a brick or brick veneer finish and gate, which effectively shields such container from view.

[Ord. No. 22-02, 4-12-2022; Ord. No. 22-04, 5-10-2022]

E.

Solid waste containers which are not approved will be collected together with their contents and disposed of.

Section 230.030. Collection of Solid Waste.

A.

The City shall provide for the collection of solid waste as follows:

1.

Collection of residential solid waste. The City shall provide for the collection of residential solid waste in the City, provided however, that the City may provide the collection service by contracting with a person, County or other City or a combination thereof for the entire City or portions thereof as

deemed to be in the best interests of the City, in which event, the collecting entity shall be authorized to collect from the occupants of a residence all fees due to it for the collection services.

2.

Other collections. The City may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishment to provide for collection of all solid waste produced upon any such premises in a manner approved by City. If and when the City does provide commercial collection service, the provisions herein concerning such service shall apply.

B.

All solid waste from premises to which collection services are provided under contract with the City shall become the property of the collection agency upon being loaded into the transportation equipment.

C.

Solid waste containers as required by this Chapter for the storage of residential solid waste shall be placed at curbside for collection but shall not be so placed until after 5:00 P.M. on the day next preceding the regularly scheduled collection day. Containers shall be removed from curbside no later than 8:00 P.M. on the day of collection. No alley service shall be allowed under the terms of this Chapter, except as approved by the Board of Aldermen.

D.

Individuals desiring the collection of bulky rubbish shall deal directly with those licensed by the City for the collection of the same.

E.

Solid waste collectors, employed by the City or a solid waste collection agency operating under contract with the City, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this Chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.

F.

It shall be the responsibility of the occupants of each dwelling unit to prepare, package and deliver solid waste to curbside for collection as prescribed in this Chapter and as it may be amended from time to time.

G.

It shall be the responsibility of each commercial, industrial, institutional or other non-residential generator of solid waste to prepare, package and store solid waste so generated as prescribed by this Chapter and as it may be amended from time to time.

H.

It shall be the responsibility of every solid waste collector to abide by this Chapter and receive and transport solid waste in a manner consistent with the provisions of this Chapter.

I.

The following collection frequencies shall apply to collections of solid waste within the City: All residential solid waste, other than bulky rubbish, shall be collected at least once weekly. All commercial solid waste shall be collected once weekly and shall be collected at such lesser intervals as may be fixed by the Board upon a determination that such lesser intervals are necessary for the preservation of the health and/or safety of the public.

J.

Residential solid waste containers shall be stored upon the residential premises. Except as provided in Subsection **(C)** hereof, all solid waste containers stored out-of-doors shall be stored behind any building located on the tract of land. Commercial solid waste containers shall remain in the location from which they are to be serviced except while being serviced.

K.

All solid waste collectors operating under contract with the City or otherwise collecting solid waste within the City limits shall be responsible for the collected solid waste from the point of collection to

the point of disposal, provided the solid waste was stored in compliance with the applicable Sections of this Chapter. Any spillage or blowing litter caused as a result of the duties of the solid waste collector shall be collected and placed in the transportation vehicle by the solid waste collector.

L.

It shall be unlawful for any person, firm or corporation collecting and disposing of rubbish, garbage or waste material from premises in the residential districts or premises in any commercial district which abuts or adjoins a residential district in the City to make such collection or dispose of rubbish, garbage or waste materials between the hours of 9:00 P.M. and 7:00 A.M.

Section 230.040. Transportation of Solid Waste.

A.

All transportation vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste or, as an alternative, the entire bodies thereof shall be enclosed with only loading hoppers exposed. Provided however, other vehicles may be used to transport bulky rubbish which because of its size or weight is not susceptible to being loaded or unloaded in vehicles described above, but in no event shall such vehicles be operated without adequate cover or binding to prevent spillage or waste therefrom and in accordance with the rules and regulations made by the Board.

B.

Permits shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities. However, all such material shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the material being transported shall spill upon the public rights-of-way.

C.

Transportation and disposal of demolition and construction wastes shall be in accordance with this Section and Section **230.050**.

Section 230.050. Disposal of Solid Waste.

Solid wastes shall be deposited at a processing facility or disposal area complying with all requirements of the Missouri Solid Waste Management Law, Sections 260.200 to 260.255, RSMo., and the rules and regulations adopted thereunder. The City may designate the processing or disposal facility to be utilized by persons holding permits under this Chapter.

Section 230.060. Permits.

A.

No person, including any person contracting with the City for the collection of solid waste, shall engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City without first obtaining an annual permit therefor from the City; provided however, that this provision shall not be deemed to apply to employees of the holder of any such permit. Permits shall be approved by the City Clerk.

B.

No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the City evidence of a satisfactory public liability

insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than one hundred thousand dollars (\$100,000.00) for each person injured or killed, and in the amount of not less than three hundred thousand dollars (\$300,000.00) in the event of injury or death of two (2) or more persons in any single accident, and in an amount of not less than fifty thousand dollars (\$50,000.00) for damage to property. Such policy may be written to allow the first (1st) one thousand dollars (\$1,000.00) of liability for damage to property to be deductible. Should any such policy be canceled, the City shall be notified of such cancellation by the insurance carrier in writing not less than ten (10) days prior to the effective date of such cancellation and provisions to that effect shall be incorporated in such policy. Any subcontractor shall provide insurance coverage in like amount as is required of the contractor.

C.

Each applicant for any such permit shall state in his/her application therefor:

1.

The nature of the permit desired as to collect, transport, process or dispose of solid waste or any combination thereof;

2.

The characteristics of solid waste to be collected, transported, processed or disposed;

3.

The number of solid waste transportation vehicles to be operated thereunder;

4.

The precise location or locations of solid waste processing or disposal facilities to be used;

5.

Boundaries of the collection area;

6.

If for processing or disposal, a copy of a permit issued by the State of Missouri; and

7.

Such other information as required by the City.

D.

If the application shows that the applicant will collect, transport, process or dispose of solid wastes without hazard to the public health or damage to the environment and is in conformity with the laws of the State of Missouri and this Chapter and is approved by the City, the City Clerk shall, upon receiving written approval of application, issue the permit authorized by the ordinance. The permit shall be issued for a period of one (1) year, and each applicant shall pay therefor a fee of twenty-five dollars (\$25.00) for each solid waste processing or disposal facility to be operated and a fee of ten dollars (\$10.00) for each transportation vehicle to be used. If, in the opinion of the City Clerk, modifications can be made to the application regarding service, equipment or mode of operation so as to bring the application within the intent of this Chapter, the City Clerk shall notify the applicant in writing setting forth the modification to be made and time in which it shall be done.

E.

If the applicant does not make the modifications pursuant to the notice in Subsection **(D)** hereof within the time limit specified therein, or if the application does not clearly show that the collection, transportation, processing or disposal of solid wastes will not create a public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the City Clerk, in writing, stating the reason for such denial. Nothing in this Section shall prejudice the right of the applicant to reapply after the rejection of his/her application, provided that all aspects of the reapplication comply with the provisions of this Chapter.

F.

The annual permit may be renewed simply upon payment of the fee or fees as designated herein if the business has not been modified. If modifications have been made, the applicant shall reapply for a permit as set forth in Subsections **(B)** and **(C)**. No permits authorized by the ordinance shall be transferable from person to person.

G.

In order to ensure compliance with the laws of this State, this Chapter and the rules and regulations authorized herein, the City Clerk is authorized to inspect all phases of solid waste management within the City of Charlack. No inspection shall be made of any residential waste unit unless authorized by the occupant or by due process of law. In all instances where such inspections reveal violation of this Chapter concerning processing or disposal of solid waste or the laws of the State of Missouri, the City shall issue notice for such violation stating therein the violation or violations found, the time and date, and the corrective measure to be taken, together with the time in which such corrections shall be made.

H.

In all cases, when the corrective measures have not been taken within the time specified, the City shall suspend or revoke the permit or permits involved in the violation; however, in those cases where an extension of time will permit correction and there is not a public health hazard created by the delay, one (1) extension of time not to exceed the original time period may be given.

I.

Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the City Clerk may within thirty (30) days of the act for which redress is sought appeal directly to the Circuit Court of St. Louis County, in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

Section 230.070. Rules and Regulations.

A.

The Board may make, amend, revoke and enforce reasonable and necessary rules and regulations governing, but not limited to:

1.

Preparation, drainage and wrapping of garbage deposited in solid waste containers.

2.

Specifications for solid waste containers including the type, composition, equipment, size and shape thereof.

3.

Identification of solid waste containers, and of the covers thereof, and of equipment thereto appertaining, if any.

4.

Weight limitations on the combined weight of solid waste containers and the contents thereof and weight and size limitations on bundles of solid waste too large for solid waste containers.

5.

Storage of solid waste in solid waste containers.

6.

Sanitation, maintenance and replacement of solid waste containers.

7.

Schedules of and routes for collection and transportation of solid waste.

8.

Collection points of solid waste containers.

9.

Collection, transportation, processing and disposal of solid waste.

10.

Processing facilities and fees for the use thereof.

11.

Disposal facilities and fees for the use thereof.

12.

Records of quantity and type of wastes received at processing and/or disposal facilities.

13.

Handling of special wastes such as toxic wastes, sludge, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.

B.

The City Clerk or such other City Official who is responsible for preparing utility or other service charge billings for the City is hereby authorized to make and promulgate reasonable and necessary rules and regulations for the billing and collection of solid waste collection and/or disposal service charges, as hereinafter provided for, subject to the approval of the Board.

C.

A copy of any and all rules and regulations made and promulgated under the provisions hereof shall be filed in the office of the City Clerk of the City.

Section 230.080. Prohibited Practices.

A.

It shall be unlawful for any person to:

1.

Deposit solid waste in any solid waste container other than his/her own without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal.

2.

Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties as such, whether such equipment or collectors shall be those of the City, those of a solid waste collection agency operating under contract with the City, or any duly licensed collector.

3.

Dispose of solid waste at any facility or location which is not approved by the City and the Missouri Division of Health.

4.

Engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City without a permit from the City, or operate under an expired permit, or operate after a permit has been suspended or revoked.

Section 230.090. Bonds.

The Board may require performance or payment bonds of any solid waste collection agency prior to issuing permits to so operate.

APPENDIX E

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a
(company name)
federal work authorization program in respect to employees that will work in connection with the
contracted services related to City of Charlack Residential Waste collections services and any
incidental items associated with this work for the duration of the contract, if awarded, in
accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company
does not and will not knowingly employ a person who is an unauthorized alien in connection with
the contracted services for the duration of the contract, if awarded. Attached to this affidavit is
documentation of the Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK
AUTHORIZATION PROGRAM. ALSO ATTACH PROOF OF LAWFUL PRESENCE, AS PROVIDED IN
THE SECTION B.10 OF THE RFP)**

***In Affirmation thereof, the facts stated above are true and correct (The undersigned
understands that false statements made in this filing are subject to the penalties provided
under Section 575.040, RSMo).***

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

)

ss.

County of _____)

)

Subscribed and sworn to before me this ____ day of _____, 2023.

My commission expires:

Notary Public