

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2022 (“**Effective Date**”), by and between the City of Ballwin Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of recycling, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

 X Residential Units

 X Municipal Facilities

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, annexed areas shall automatically be subject to this Agreement.
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein. The parties acknowledge and agree that Company submitted a bid to the City and was awarded the work pursuant to the Request for Proposal for Waste Management Services (the “RFP”), a copy of which is attached as **Exhibit F** along with the Addendum. The City awarded the work under the RFP to Company. To the extent of any conflict between this Agreement and the RFP, this Agreement shall control.

Exhibit A	Specifications for Municipal Solid Waste Services
Exhibit B	Municipal Solid Waste Pricing
Exhibit C	Specifications & Pricing for Recycling Services
Exhibit D	Company’s Performance Bond
Exhibit E	Bulk Guidelines
Exhibit F	RFP/Addendum

6. Term. This Agreement begins on January 1, 2023, and expires December 31, 2028, six (6) years thereafter (the “**Term**”) unless otherwise terminated in accordance with the terms of this Agreement. The Agreement can be extended for two (2) additional two (2) year extensions.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits B, subject to the rate adjustments and additional fees and costs as set forth herein.
- 7.2 Annual Rate Adjustments. Company shall increase the rates for the Item 1 Services effective on each anniversary of the Effective Date of this Agreement as shown in Exhibit B.
- 7.3 Change in Law Adjustments. Company may pass through the rates for Services as a result of increases in costs incurred by Company due to (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes); (c) uncontrollable prolonged operational changes (i.e., a major bridge closure).

8. Invoicing; Payment; Service Suspension; Audits.

- 8.1 Invoicing the Customer. Company shall invoice each individual Customer for all Services rendered to such Customer under this Agreement on a quarterly basis, and the Customer shall pay Company’s invoices.
- 8.2 Payment. The Customer shall pay each of Company’s invoices without offset within thirty (30) days of receipt Company’s invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.3 Service Suspension.

- 8.3.1 Unpaid Invoices. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.
- 8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. To the extent required or permitted by law the City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.
- 8.4 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Customers under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.
9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed for the City on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In the event Excluded Waste

is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City and/or the Customer shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge may apply. Except to the extent of its negligence, Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$3,000,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

Environmental Liability

\$2,000,000 for pollution events involving collection, transportation or disposal of Waste Materials

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate, in good faith, additional payments to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
21. Customer Service Center. Company shall operate a customer service center for receipt of calls regarding services or issues. Such customer service center must be staffed and operational to take complaints and respond to customer inquiries Mondays through Friday, except designated holidays, between the hours of 8:00 AM and 5:00 PM (Prevailing Local Time.) Company must provide a phone number for communication with the City. In lieu of voicemails, Republic offers mobile and online portals to communicate after hours.
22. Reporting. (a) Company shall submit accurate reports reflecting the total volume or weight of household trash, the volume or weight of recyclables, and the volume or weight of yard waste collected within the City of Ballwin. Such reports shall be filed with the City no less often than quarterly. (b) Company shall provide timely information to the City on any missed collections or service issues and plans to correct those issues.
23. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall

be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Ballwin, Missouri

Allied Services, LLC dba Republic Services of
Bridgeton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

 X Municipal Solid Waste (MSW) X Bulky Waste
 X Yard Waste

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied. All bulk material must be able to be safely collected by one (1) person.

2.2 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.3 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.4 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.5 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, construction debris,, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.6 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.7 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.8 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.9 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.10 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential,

commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.11 Residential Unit – A single-family dwelling where a person or group of people live within the municipal boundaries of the City of Ballwin. Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.12 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.13 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, and Bulky Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.14 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, and branches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than four (4) feet in length and less than 24 inches in diameter) shall be in a container, bag or bundle the weight of which shall not exceed sixty (60) pounds. The maximum weight of any container placed out for yard waste collection shall be sixty (60) pounds.

3. Collection Operations.

3.1 Location of Containers for Collection. Each container containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container not so placed or any Waste Material not in a container.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes.

3.4 Residential Collection.

A. Waste Materials. Company shall provide curbside collection of MSW once per week. Customer will be provided one (1) container for MSW at no charge. Upon enrollment Customer may select a 48, 65 or 95-gallon container. Material collected is limited to cart only. Additional trash carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional cart.

B. Recyclable/Single Stream Material Collection. Company shall provide curbside collection of Recyclable Materials once per week. Customer will be provided one (1), 65-gallon recycle container at no charge for Recyclable Materials. Upon enrollment Customer may select a 48, 65 or 95-gallon container. Material collected is limited to cart only. Additional recycle carts are available to lease on a monthly basis. Delivery and removal fees incurred upon request of additional cart.

D. Yard Waste. Company shall provide curbside collection of yard waste once per week. Quantity is unlimited as long as contained in acceptable containers. Acceptable containers for yard waste disposal are personal carts up to 32-gallons with lid/handle; paper/biodegradable bags; leased cart from Company; bundles of twigs no larger than 4' in length and 24" in diameter tied with string/twine. Maximum weight of any container is 60lbs. Yard waste carts are available to lease on a monthly basis. Delivery and removal fees incurred upon yard waste container request. Christmas trees collected in January only.

E. Bulky Waste and Appliance Collection. Company shall collect bulk material once per month on the residents last service day of the month. Up to two (2) Bulky Waste items are accepted per collection at no charge. Of the two (2) free bulk items, only one (1) can be an electronic item. Bulky Waste items must be scheduled 48 hours prior to collection day. Bulk items must be placed curbside for collection. Additional Bulky Waste items can be scheduled for collection for an additional fee and must be scheduled prior to collection day. Refer to Exhibit E for guidelines. White goods/appliances will be collected one (1) time per month at no charge. White goods/appliances must be scheduled prior to collection.

3.5 Special Collection Services: Company will provide roll off containers for the removal and disposal of all leaf-vacuumed material created by the City-performed leaf vacuum service to residents at no additional cost to the City.

3.6 Storm Damage: Company will provide roll off containers for material resulting from a storm. A discounted rate will be mutually agreed upon. Containers are subject to availability.

3.7 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.8 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material within one business day after the complaint is received.

3.9 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times.

3.10 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.11 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B**SOLID WASTE PRICING****BID FORM
EXCLUSIVE RESIDENTIAL WASTE COLLECTION
CITY OF BALLWIN**

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 48, 65, and 95 gal. solid waste containers as specified in the bid documents. (35 gallon containers may be provided in lieu of 48 gal, but such a substitution would need to be agreed upon during negotiations.)

Service Cost	YEAR	48 GAL.	65 GAL.	95 GAL.
	2023	\$ 21.43	\$23.71	\$25.98
	2024	\$22.18	\$24.54	\$26.89
	2025	\$22.96	\$25.40	\$27.83
	2026	\$23.76	\$26.29	\$28.81
	2027	\$24.59	\$27.21	\$29.92
	2028	\$25.69	\$28.16	\$30.86

Name of Contractor or Subcontractor that shall provide service: *Allied Services, LLC, dba Republic Services of Bridgeton, mo 63044*

2	Bulky Waste; two (2) item maximum monthly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
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Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	\$25
	2024	INCLUDED	\$25

2025	INCLUDED	\$25
2026	INCLUDED	\$25
2027	INCLUDED	\$25
2028	INCLUDED	\$25

Name of Contractor or Subcontractor that shall provide service: Allied Services, LLC, dba, Republic Services of Bridgeton, mo 63044

3	White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents
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Service Cost	YEAR	
	2023	INCLUDED
	2024	INCLUDED
	2025	INCLUDED
	2026	INCLUDED
	2027	INCLUDED
	2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service: American Container

Signature: [Signature] Date: 6-2-22

Company: Allied Services LLC, dba Republic Services of Bridgeton, mo 63044

EXHIBIT C

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 **“Recyclable Materials”** are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 **“Acceptable Material”** means the materials listed in Section 8 below.

1.3 **“Unacceptable Material”** means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

4. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to City (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services while remaining compliant with Applicable Law, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

5. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs

- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

6. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT D

COMPANY'S PERFORMANCE BOND

(\$500,000 or 25% of annual billing, whichever is greater, annually for term of agreement)

[To be provided by Company]

EXHIBIT E

Bulk Collection Guidelines

Acceptable Bulk Material:

- Furniture
 - Couches, chairs, dressers, tables, bookshelves, desks, headboards, etc.
- Mattress sets. •
- Large carpets (cut into bundles no longer than 4ft in length and not to exceed 50lbs. Must be tied with rope/twine.)
- Electronic Waste: Electronic Waste means the free electronic items included with the monthly bulk collection: televisions up to a 60 lb. weight limit, computer monitors and accessories, and DVR/VCR players. There are two free monthly bulk item collections. Only one of the two items can be an Electronic Waste item. Additional electronic items can be collected but Company will charge a fee and this collection needs to be scheduled separately by the resident.
- Construction material: Contained in a 30-gallon personal container. Collection is limited to one container per collection.

Unacceptable Material:

- Appliances
- Batteries
- Concrete.
- Construction debris of any kind that doesn't fit into a 30-gallon personal container
- Fluorescent light bulbs
- Lead/oil-based paint, varnish
- Loose trash
- Styrofoam
- Tires
- Yard waste.
- Any other items not listed identified as hazardous waste.

Guidelines

- Two bulk items will be collected at no charge per month on a resident's last service day. Items must be scheduled prior to collection.
- All items must be placed curbside by 6 a.m.
- Items over 4 feet in length must be broken down or cut to 4 feet or less and bundled. Bundles must be tied with rope/twine.
- Items placed in cardboard boxes for disposal will not be collected.
- All nails/staples or anything sharp that is exposed must be removed.
- Loose materials must be containerized or bundled.
- Material must be placed curbside for collection.

EXHIBIT F
RFP/ADDENDUM