

CONTRACT

THIS CONTRACT (the "Contract" or "Agreement"), made and entered into this 1ST day of JANUARY 2024, by and between the City of Maysville, MO herein after called the "City" and R&W Container LLC, hereinafter called "Contractor".

WITNESS THAT:

In consideration of the premises and of the mutual promises, covenants and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged and confessed, the parties hereto do mutually promise, covenant and agree as follows:

1. That the City does hereby grant to the Contractor the exclusive right to conduct the business of residential and commercial solid waste collection within the Village during the term of this Agreement; and Contractor shall have the exclusive right to collect, remove, and dispose of all residential and commercial solid waste. Contractor shall furnish all labor, vehicles, tools, equipment and any other necessary facilities therefore in accordance with the terms and conditions of the Agreement. Solid waste shall not include toxic, hazardous or infectious waste, materials or substances.
2. The term of the Agreement shall be for 6 years commencing on January 1, 2024 and terminating on December 31, 2030 and all of the Agreement shall be specifically subject to and with reference to the terms and conditions of the notice to bidders and request for bid proposal including and specific provisions listed and attached hereto and made part hereof by reference as if more fully set out herein. All of said Notice to Bidders being attached hereto and so incorporated by reference. Specifically, that while this Contract is for a term of 6 years it is agreed that at the end of each contract year should there be the necessity to do so, the Contractor and the City may agree together to negotiate for a new and different price, not to exceed 4% and not to reduce more than 2%.
3. The price to the Contractor by the City shall be \$ 18.00 per month per household for once a week collection, not to exceed 8- 30 gallon bags per week, along with \$4.00 per month for recycle per household for once a week collection. In the contract the City services are free of charge, this includes (1) 2-yard container at the Community Building, once a week

handpick up at City Hall, and a 10yard roll-off container for Country Harvest. Also included in this price is two citywide cleanups, one in the Spring and one in the Fall to be scheduled on a Saturday for one 30-yard roll-off box. If additional roll-off boxes are needed it would be at the haulers' current rate.

4. The Contractor shall furnish to the City a Certificate of Insurance showing:

Employers Liability	\$500,000.00
Bodily Injury Liability	\$500,000.00
Property Damage Liability	\$500,000.00
Automobile Bodily Injury	\$1,000,000.00

5. Contractor shall indemnify and hold harmless the City from liability, claim, damage or cause of action that is asserted against the Village as a result, directly or indirectly, of Contractor's performance under the Contract.
6. The Contractor shall file a schedule of collection routes and days of collection for each route with the City clerk.
7. If New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas or other holiday falls on a week day on which the employees of the Contractor are not working, then the collection ordinarily made on that day by said Contractor shall be made by Contractor on the next regular scheduled day of those units served by reason of said holiday. The intent of the paragraph is that those units which are scheduled for pickup on the above holidays when said holidays falls upon a weekday shall have one collection for that week.
8. Service shall be provided to all new or additional units immediately upon request for service at prices then existing.
9. A residential unit is a dwelling by a person or a group of persons comprising a family. Multiple housing facilities shall contract for service on an individual basis.
10. All trash must be at the authorized collection point at the street side, curb side, by 6:00 a.m. Refuse may be placed in plastic bags, metal or plastic

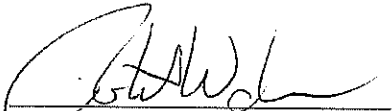
containers not exceed 35 gallons capacity or 50 pounds in weight.

11. Contractor agrees to collect bulky rubbish (max two item per pick-up) in conjunction with the regular weekly residential collections for no additional charge. Bulky rubbish does not include, oil, batteries, construction or demolition material, tires, yard waste, white goods or appliances containing Freon or similar ozone depleting substances, or items weighing in excess of seventy- five (75) pounds or which cannot reasonably be carried by two (2) adults. Contractor may collect and remove such rubbish or items upon a customer's request for a "special pickup" at Contractors then existing rates.


12. Payment shall be made to the Contractor by the 10th of the month for the services rendered for the previous month.

City of Maysville

R&W Container LLC.



Mayor



Amber Baker or Patrick Watkins
Owners