

2016-2026  
SOLID WASTE AGREEMENT

THIS CONTRACT is executed by and between the City of Jefferson, Missouri, hereinafter called "City," and Allied Services, LLC, a Delaware limited liability company, d/b/a Republic Services of Jefferson City, hereinafter called "Contractor."

In consideration of the premises hereof, the mutual agreements, and covenants hereinafter expressed, City, for itself, its successors and assigns, and Contractor, for itself, its successors and assigns, intending to be legally bound, hereby agree as follows:

1. Term of Contract.

1.1. This Contract shall be in effect for a period of ten (10) years, beginning June 1, 2016, and ending May 31, 2026, provided that neither party terminates the Contract as provided herein. Either party may request renegotiation of this Contract at any time. During any periods of renegotiation the Contract terms shall remain in full force and effect as set out herein.

2. Definitions. The meanings of all terms used in this Agreement shall be the same as those terms defined in Section 30-1 of the City Code, unless otherwise specifically defined in this Agreement and defined in Exhibit A "Definitions", which is attached hereto and incorporated into the agreement by reference.

3. Charges and Rates. For services required to be performed under this Contract, the charges shall not exceed the following rates:

3.1. Residential Rates. The charges for residential customers (single family residences, small multi-family three and four unit duplexes) for 2016 shall be as set forth in Exhibit B "Residential Charges", which is attached hereto and incorporated into the agreement by reference, and shows the maximum amounts which may be charged per month for any year of this contract. The residential monthly rate shall be charged per dwelling unit (example: single = 1 dwelling unit, duplex = 2 dwelling units, three = 3 dwelling units, four = 4 dwelling units).

3.2. Multifamily Residential. The charges for Multifamily Residential (residential but not single family or duplexes) and Apartment Customers for 2016 shall be as set forth in Exhibit C, "Multifamily Residential" which is attached hereto and incorporated into the agreement by reference, and shows the maximum amounts which may be charged per month for any year of this contract.

- 3.3. Commercial Customers. The charges for Commercial Customers for 2016 shall be as set forth in Exhibit E, "Commercial and Mixed Use Rates" which is attached hereto and incorporated into the agreement by reference, and shows the maximum amounts which may be charged per month for any year of this contract.
- 3.4. Rate Adjustment. Contractor will be entitled to increase its rates as set forth in this paragraph annually on the anniversary date of the execution of the contract by the lessor of the below and shall not go below zero percent:
- 3.4.1. an amount not to exceed the increase in the Consumer Price Index - All Urban Consumers (Current Series) for Water and Sewer and Trash Collection Services maintained by the U.S. Department of Labor; or
- 3.4.2. Three percent (3%) more than the then-current rate.
- 3.5. Non-Accessible Locations. Buildings, either residential or commercial in nature, so constructed as to be non-accessible by normal collecting equipment shall be subject to rates negotiated between the Contractor and the building owners and/or tenants.
- 3.6. Special Haul Service: For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between Contractor and the generator prior to collection. If agreement cannot be reached, the matter may be submitted to City, and City's decision shall be binding; provided, however, that Contractor shall never be required to handle Excluded Waste.
- 3.7. Walk Up Service. Contractor shall make available Walk-up Service to person(s) with physical limitations. Residents with physical limitations, who reside in a household with no other able-bodied person to assist with solid waste disposal, may apply for walk-up service. Walk-up service shall be provided at the regular curbside rate. Prior to receiving Walk-up service, the applicant may be required to complete a physician-verified applications confirming the condition which prevents the person from transporting the container to the curbside, and no other persons lives in the household who is capable of transporting the container to the curbside.
- 3.8. Additional Services and Associated Charges. In addition to the other charges allowed in this agreement, Contractor may charge citizens for services, and the associated fees, identified in Exhibit G "Additional Services and Associated Charges" which is attached herewith and incorporated herein by reference.
4. Grant of Rights.
- 4.1. Collection of Solid Waste, Construction Waste and Recycling. The City grants to the Contractor the exclusive right to provide Solid Waste that is generated on a regular basis or from temporary projects in the City. Construction and Recycling collection, transportation, and disposal services within the City boundaries, including any future

expansion or alteration of those boundaries. The Contractor accepts the grant and the obligations connected therewith, including any obligations set forth in Chapter 30 of the City Code.

- 4.2. Exceptions. No provision of this Contract shall be interpreted to prohibit:
- 4.2.1. the disposal of garbage in an incinerator enclosed within a building and approved by the Health Officer, as defined in Chapter 30 of the City Code; or
  - 4.2.2. the removal by any person of his own solid wastes and disposal thereof at the disposal area of the Contractor or on the owner's premises in a sanitary manner to prevent a nuisance or hazard to the health of the public, however this provision shall not be interpreted to relieve any individual from the necessity of contract with Contractor for monthly solid waste and recycling service; or
  - 4.2.3. a commercial or industrial establishment from contracting with a company which collects solid waste for separation and recycling, however this provision shall not be interpreted to allow any other establishment other than Contractor to perform onsite/curbside waste pickup, nor shall this provision be interpreted to relieve any resident from contracting with Contractor for monthly solid waste and recycling service except for agreement the City has with current recyclers may continue and shall not violate this agreement; or
  - 4.2.4. the removal by a person of his own solid waste and disposal thereof with a company which collects solid waste for separation and recycling, so long as such person has an existing solid waste contract for service with Contractor however this provision shall not be interpreted to allow any other establishment other than Contractor to perform onsite/curbside waste pickup, nor shall this provision be interpreted to relieve any resident from contracting with Contractor for monthly solid waste and recycling service.
    - 4.2.4.1. Solid Waste remaining after a company has separated the recycled materials shall be disposed of in a receptacle collected by the Contractor or at the sanitary landfill operated by the Contractor.
- 4.3. Exclusivity. The City shall not enter into another contract for Solid Waste that is generated on a regular basis or from temporary projects in the City. Construction Waste or Recycling collection services for the period in which this Contract is in effect except as provided elsewhere in this Contract. The City shall not grant a business license for collection of Solid Waste, Construction Waste, or curbside recycling to any other haulers.
- 4.3.1. This exclusivity shall not be interpreted to apply to the collection and hauling of e-waste recycling, household hazardous waste, white goods collection, or glass recycling.

- 4.4. Food Waste. Nothing in this contract shall prevent the City from pursuing contractual arrangements with other parties for the purpose of promoting and participating in food waste composting on behalf of food waste generators within the City.

5. City Obligations.

- 5.1. City to Require Universal Trash Service As a condition of this contract, City obligates itself to maintain a City code provision which requires all occupied buildings to provide for trash service using the Contractor's services to collect solid waste and recycling from the referenced dwelling.

5.1.1. City shall provide information to Contractor as to the City's plans to manage and enforce the universal residential trash service.

5.1.2. City shall provide information to Contractor as to the City's plans to prohibit other haulers from servicing customers within the City other than not issuing business licenses to such haulers.

- 5.2. Reasonable Efforts to Inform Public. City will make reasonable efforts to inform the public not to utilize the spring cleanup collection program for disposal of normal household garbage and trash.

6. Contractor's Obligations

- 6.1. Collections, Times per week . All persons owning or occupying a place of residence in single or duplex family dwellings shall be provided regular solid waste collection service one time per week under the provisions of this Contract. The Contractor may provide additional service upon agreement with the property owner. Multi-dwellings and business, commercial and industrial establishments are to be serviced on the basis of need, frequency of service, volume generated and type of receptacles used, but shall be serviced at least once per week. Unless such establishments have compactors that do not require weekly servicing.

6.2. Collections. Time of Day.

6.2.1. Residential Collection time. Collections shall be made in residential areas between 6:00 A.M. and 6:00 P.M., with no service on Sunday, except in time of emergency or to maintain schedules due to holidays.

6.2.2. Non-Residential Collection time. Collections shall be made in non-residential areas between the hours of 4:00 A.M. and 9:00 P.M.

6.2.2.1. Collections outside of these hours may be performed as need requires, so long as collections at night or early morning does not disturb adjoining residential areas.

- 6.3. Littering. The Contractor shall not litter premises in the process of making collections. During hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling and blowing are prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.
- 6.4. Articles Required to be Collected. Contractor shall pick up all permissible Solid Waste and Recycling Materials placed in appropriate containers. Contractor shall not be required to collect any solid waste that has not been placed in approved containers, except as provided in the other provisions of this Contract. If Contractor discovers any Excluded Waste before it is collected, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that City is the generator of such Excluded Waste.
- 6.5. Unusual Materials. The Contractor shall provide collection service for materials not routinely generated in residential areas. These materials, such as construction debris and animal bedding, shall be stored and placed in a manner approved by the City and the Contractor. Body wastes, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the generator and agreed to by the Contractor.
- 6.6. Complaints. Complaints shall be resolved within two working days. Contractor shall maintain a register in his office on all complaints received. Such records shall be available for City inspection at all times during business hours. The register shall include the specific nature and location of the complaint, name and contact information of the complainant (if given), day and hour when complaint was received, day and hour when resolved, and final disposition. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The complaint report shall be filed with the City on a monthly basis (to be sent to the City Administrator or his/her

designee). Contractor has established a written procedure for handling customer complaints and it is attached as Exhibit H "Complaint Policy of Contractor" which is attached hereto and incorporated into the agreement by reference and said policy is approved the City. Changes must be approved by the City.

6.7. Customer's Bill of Rights. Contractor shall prepare a publication for notification of customers about service expectations, collection schedules, rates, regulations, complaint procedures, and complaint resolution. Contractor shall provide the notification to customers upon signing up for service, and once annually, which may be included with a billing.

6.8. Disposal in Approved Manner. All solid waste collected by the Contractor or accepted for disposal shall be hauled to a facility legally empowered to accept said solid waste for treatment or disposal. The Contractor shall observe and comply with all requirements of the State of Missouri. All recyclable materials collected in recycle containers shall be disposed of by delivery to an approved facility capable of sorting and recycling such materials unless such facility refuses to accept the materials due to contamination.

6.9. Drop-Off Location.

6.9.1. Solid Waste Drop Off Station Open to Public. Contractor shall operate a Solid Waste Drop Off station which shall be open to the public from 7:00 A.M. to 3:00 P.M., Monday through Friday and Saturday from 7:00 A.M. to 12:00 P.M., except that said Drop Off Site may be closed on the following holidays:

6.9.1.1. New Year's Day; and

6.9.1.2. Memorial Day; and

6.9.1.3. Fourth of July; and

6.9.1.4. Labor Day; and

6.9.1.5. Thanksgiving Day; and

6.9.1.6. Christmas Day.

6.9.2. Location. Solid Waste Drop-off area shall be located at 5645 Moreau River Access Rd, Jefferson City, MO 65101, unless relocation is approved by the City.

6.9.3. Fees. Contractor shall establish a fee schedule for carload, pickup truck load, and per ton deliveries of Solid Waste.

- 6.9.4. Alternative Energy Projects. Cooperate with the City in the evaluation and implementation of emerging technologies for the recovery of energy and/or materials from solid waste if and when the City makes a preliminary decision to pursue such technologies.
- 6.10. Equipment. The Contractor shall have available at all times, in good working order, such equipment as shall permit the Contractor to perform its duties hereunder adequately and efficiently. The following specific requirements shall apply to Contractor's equipment, unless otherwise agreed to by the parties:
- 6.10.1. Solid waste collection equipment shall be of the enclosed load packer type and all equipment shall be kept in good repair and appearance and in a sanitary and clean condition at all times.
- 6.10.2. Contractor shall use only vehicles with sanitary, leak-proof, and enclosed beds. While operated, the openings in the bed of the vehicle shall be kept closed except when solid waste is being deposited in the bed of the vehicle. The vehicles shall be washed at least once each week weather permitting.
- 6.10.3. The Contractor shall have available to it at all times reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by the Contractor in the normal performance of its duties.
- 6.11. Office. The Contractor shall establish and maintain an office within the City where services described herein may be applied for, and complaints can be made. The office location shall be easily accessible to the public and shall have adequate off street parking to accommodate normal levels of activity. It shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. The Contractor shall keep the office open to the public between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday of each week excluding legal holidays.
- 6.12. Routes and Schedules. The Contractor shall periodically provide the City with schedules of residential collection routes, but not less than annually, and keep such information current at all times. Such information shall be sent the City Administrator or his/her designee. In the event of changes in routes and schedules that will alter the day of pickup, the Contractor shall so notify each customer affected by mail or news media.
- 6.13. Publicity.
- 6.13.1. Contractor shall provide public advertising, as approved by the City, for bulky item and household hazardous waste collection programs.
- 6.13.2. News releases pertaining to the work under the Contract shall not be made without prior approval by the City Administrator.

7. Single Family Residential Service.

- 7.1. Curb-side Recycling. Contractor shall provide each applicable dwelling with an industry standard sixty-five (65) gallon cart (minimum) for storage of recyclable materials. Any changes to what constitutes “recycled materials” as defined in this Contract shall be approved by City.
- 7.2. Solid Waste. Contractor shall provide standard sixty-five (65) gallon cart. A thirty five (35) Gallon cart may be approved for eligible customers pursuant to the conditions provided in this agreement. A ninety-five (95) gallon cart shall be available for households requiring more than typical weekly disposal capacity. Customers who deposit waste outside their carts more than six (6) times per year shall be required to contract for a ninety-five (95) gallon cart. Upon request by the City, Contractor shall monitor and provide documentation of locations identified by the City as violating this provision.
- 7.3. Frequency. Contractor’s residential rate shall include once per week collection of recyclable materials and once per week collection of Solid Waste.
- 7.4. Location of pick up. Contractor shall pick up carts and containers near customer’s property line at a point that is reasonably convenient for pick up.
- 7.5. Additional service. Contractor shall, for residential users requiring more than 95 gallons of solid waste disposal capacity in a week, make available, for an additional fee, additional containers.
- 7.6. Cart design. Design, delivery method, and purchasing method of all carts and containers will be approved by City in advance.
- 7.7. Collection times. Collections shall be made in residential areas only between 6:00 A.M. and 6:00 P.M. with no service on Sunday, except in time of emergency or to maintain schedules due to holidays, or extreme weather conditions when approved by the City.
- 7.8. Thirty-Five (35) Gallon Containers/low generators.
- 7.8.1. Contractor will make two 35 gallon carts (one for solid waste and one for recyclable materials) available for up to 2000 residential customers at the rate identified in Exhibit B (\$13.23 per month in the first year). Contractor may adjust the fee for this service annually by an amount not to exceed the increase in the index set forth in Section 3.4 of this Contract.
- 7.8.2. Contractor shall make these cans available to the first two thousand people who request the cans and qualify as persons who generate less than thirty (35) gallons of trash per week or have demonstrated difficulty in maneuvering larger containers due to health issues or terrain concerns. Contractor shall promulgate

forms for the application and may request such evidence as they feel appropriate to determine the criteria.

8. Apartment and Commercial Users. Contractor shall provide multi-family dwellings and commercial users with solid waste services on the basis of need, frequency of service, and volume generated.

8.1. Contractor shall offer an array of services and corresponding rates for frequency of service and size of container.

8.2. Contractor shall offer compactor services.

8.3. All multi-family dwelling and commercial containers shall be leak proof and have functional lids. Leaking containers shall be replaced within 24 hours.

8.4. Containers shall be kept on the users' premises in a place near the street, readily accessible to collection vehicles. Requests to locate containers on public right of way must be reviewed and approved by the City. The City may refuse any or all such requests.

8.5. The Contractor shall furnish containers for a reasonable rental or maintenance fee at all businesses and other establishments which generate more than eight (8) cubic yards of solid waste per week, which container shall be picked up and emptied at such times as agreed upon between the Contractor and such establishments to ensure adequate and sanitary solid waste services at such locations.

8.6. Contractor shall offer recyclable materials collection services to multifamily and commercial users. The charges for Multifamily for 2016 shall be as set forth in Exhibit D, "Multifamily Residential – Recycling" and Commercial for 2016, shall be as set forth in Exhibit F, "Commercial and Mixed Use Rates – Recycling", which are attached hereto and incorporated into this Contract t by reference, and show the maximum amounts which may be charged per month for any year of this Contract.

9. Spring Clean-up

9.1. General Scope of Work. The Contractor shall supply all labor, materials, and equipment required to provide an annual Spring Clean Up for the residents of the City of Jefferson, Missouri. This service shall not be used as a substitution for disposal of normal household solid waste. Service shall be limited to residential facilities only, including apartment dwelling complexes which are not provided service through a commercial dumpster.

9.2. Date of Service. Service shall be provided during the dates designated by the City and notice provided to the Contractor by November 30<sup>th</sup> of the prior year.

- 9.3. Service. Service shall be curb pick-up. Items shall be limited to bulky waste including furniture or other items of such size. No car bodies or large parts will be allowed for collection. All items shall be of a size and weight so that a two (2) person crew can load into a truck. All items must be susceptible to normal loading and collection in "packer" type sanitation truck. All materials placed for removal during Spring Cleanup shall either be self-contained (e.g., furniture) or securely tied bundle. Contractor shall have no obligation to pick up items that are banned for collection under applicable state or federal laws, including white goods.
- 9.4. Scheduling. The Contractor is required to submit a proposed schedule of service and routing information to the City two weeks prior to the clean-up. The City reserves the right of approval for scheduling.
10. Demolition. Contractor shall offer construction and demolition (C&D) waste drop-off container service. The rate schedule for such service shall include a delivery fee, haul fee, disposal fee per ton and monthly rental fee. The rate schedule for 2016 shall be as set forth in Exhibit G "Additional Services and Associated Charges".
11. Bulky Item Pick-up
- 11.1. For a customer paid fee, the Contractor shall supply all labor, materials, and equipment required to provide an on-demand Bulky Items Pick-up for the residents of the City of Jefferson, Missouri. Service shall be limited to single family, duplexes, and small multi-family residential units.
- 11.2. Contractor shall establish a plan allowing for residential users to contact Contractor and identify bulky item pick-up need and for scheduling the pick-up.
- 11.3. Service shall be curbside pickup. Items shall be limited to bulky waste including furniture or other items of such nature. No car bodies or large parts will be allowed for collection. All items shall be of a size and weight so that a two (2) person crew can load into a truck. All items must be susceptible to normal loading and collection.
12. Considerations received by the City.
- 12.1. For City-owned public containers, Contractor shall provide free collection and hauling of the associated Solid Waste and Recycling. Containers shall be collected on an as needed basis unless otherwise agreed to by the parties. A current list of containers is included in Exhibit I "Public Containers" which is attached herewith and included by reference.
- 12.2. Contractor shall provide, at no cost to the City, for collection and hauling of Solid Waste generated by City Departments using Contractor-owned containers. Solid Waste generated from City operations, such as Parks Department trash truck shall be accepted at the Drop-Off Site and/or landfill at no cost to the City not to exceed 1500 tons annually.

12.3. Contractor shall contribute to the following City programs:

12.3.1. Household Hazardous Waste Program: six thousand (\$6,000) annually, payable between November 1 and November 30 of each year;

12.3.2. Recycling Education and Promotion: nine thousand (\$9,000) annually, payable between November 1 and November 30 of each year;

12.3.3. Publication of:

12.3.3.1. Display ads in the local newspaper announcing Spring Cleanup and Household Hazardous Waste collection dates (approximately eight (8) publication dates prior to events, with publication dates approved the City Administrator; and

12.3.3.2. A summary of the City's Code requirements pertaining to solid waste, on a quarterly basis, with content to be provided by the city administrator.

13. Charge for Damage to Roads.

13.1. Road Repair Amount. For consideration of street repairs due to collection trucks using City streets, Contractor shall pay to the City a road repair charge identified on Exhibit J "Road Repair Charge" which is attached herewith and incorporated by reference. Payment shall be made on a quarterly basis.

13.2. Not Responsible for Damages. In consideration for payment of the above road repair charge, Contractor shall not be responsible for any damage to pavement, curbing, or other driving surfaces on public property, resulting from Contractors provision of services as outlined in this agreement.

14. Billings. Contractor may collect all charges from users of its service. Billing protocols shall be as follows:

14.1. Contractor shall establish and maintain an office within the City where Contractor's service may be applied for, complaints may be made, and payments may be accepted. The office location shall be easily accessible to the public and shall have adequate off street parking to accommodate normal levels of activity. It shall be equipped with sufficient local telephone lines and shall have a responsible person in charge during collections hours. The Contractor shall keep the office open to the public between the hours of 8:00A.M. and 4:30 P.M. on weekdays when not a legal holiday.

14.2. Contractor shall not bill for service in advance, but shall bill for service provided in arrears. Contractor may charge a security deposit, as outlined below.

- 14.3. Contractor may obtain the person's driver's license or official state ID (issued in place of driver's license), date of birth, and social security number.
- 14.4. Security Deposits.
  - 14.4.1. Contractor may charge a security deposit of the Responsible Party when an account is opened or when the following occurs:
    - 14.4.1.1. There is a poor history of on-time payment with the Contractor; or
    - 14.4.1.2. Two or more payments are returned unpaid within a one-year period; or
    - 14.4.1.3. The account goes unpaid more than once during the prior year period; or
    - 14.4.1.4. The customer/Responsible Party is unwilling to provide minimum personal identification information such as driver's license and social security number when opening the account.
  - 14.4.2. The security deposit may be waived by the Contractor when the customer has an active account with a 24-month history of consecutive on-time payments.
  - 14.4.3. The Contractor shall credit customers' accounts for security deposits after 24 consecutive months of on-time payment.
  - 14.4.4. The maximum amount of security deposit shall be three (3) month's charges.
- 14.5. To discontinue service due to non-payment, Contractor must give at least two (2) notices to the user (the first notice would be the invoice), with the second notice at least two weeks after the first notice, and must allow a grace period of thirty (30) days after the second notice before issuing the final notice and refusing service.
- 14.6. Contractor shall provide to the City on a monthly basis, the list of final service notices issued. The list shall be submitted to the City on or before the 15<sup>th</sup> of the second subsequent month to the final notice, and shall include the service address, name and personal identifier of Responsible Party.
- 14.7. To restore service to customers whose service has been discontinued due to non-payment, Contractor may require payment of regular charges due, plus a reinstatement charge equal to one month's service, cart(s) redelivery fee, plus the amount to restore the deposit.
- 14.8. In the event a customer shall move from the City, Contractor shall refund any unearned portion of the deposit.

- 14.9. In order to refer a customer to the City for enforcement, Contractor must provide to the City the customers, driver's license number or state identification number, social security number and date of birth.
15. Contractor's Personnel. Contractor shall provide trained and experienced personnel to permit Contractor to perform its duties adequately and efficiently. The following specific requirements shall apply to Contractor's personnel:
- 15.1. Contractor shall assign a qualified person or persons to be in charge of the operations in the City and furnish name or names to the City; supplemented with information regarding experience and qualifications. Contractor shall provide the City with a means to contact the employee in charge in the event of an emergency.
- 15.2. All collection personnel shall present a neat appearance and carry proper identification.
- 15.3. Each employee shall, at all times, carry a driver's license valid in Missouri for the type of vehicle they are driving.
- 15.4. City may request the dismissal or reassignment to a non-route position of any employee of the Contractor who violates any specific requirement, or who is wanton, negligent, or discourteous in the performance of his duties.
- 15.5. Contractor shall provide operating and safety training for all personnel.
- 15.6. Wages for all employees of Contractor shall equal or exceed the minimum wages established by local, state, or federal governments for this area.
- 15.7. No person shall be denied employment by Contractor on the basis of age, race, religion, color, sex, natural origin, or handicap.
- 15.8. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by dogs in order to perform their duties hereunder.
- 15.9. The Contractor shall make collections of solid waste with as little disturbance as possible. Solid waste carts shall be thoroughly emptied and left at the premises where they are found. Solid waste may be transferred from cans to tubs, hampers, or other receptacles when carrying solid waste to collection trucks or other removal equipment.
16. Restrictions. The following restriction shall apply to the operations of Contractor.
- 16.1. No service will be provided on Sundays except in time of emergency or to maintain schedules due to holidays or dates missed due to weather. When a holiday falls on a weekday, service for that day and the remainder of the week will be delayed one day from the regularly scheduled service. (For example, in a week where Monday is a holiday, regular Monday routes will be run on Tuesday, regular Tuesday routes on

Wednesday, and so forth.) When Contractor delays service one or more days due to weather, service for the remainder of the week will be delayed from the regularly scheduled service by an equal number of days. Customers shall be notified of holiday schedule changes.

- 16.2. The Contractor shall furnish containers for a reasonable rental or maintenance fee at all businesses and other establishments which generate more than eight (8) cubic yards of solid waste per week, which container shall be picked up and emptied at such times as agreed to between Contractor and the establishments to ensure adequate and sanitary solid waste services at such locations.

## 17. Termination, Breach, Cancellation, and Remedies

- 17.1. Failure to Perform. If Contractor fails to collect Solid Waste for a period in seven (7) consecutive, scheduled working days or fails to operate the system in a reasonably satisfactory manner in accordance with Contract for a similar period, the City may take the following action (provided such failure is not due to war, insurrection, riot, Act of God).
- 17.2. After five (5) days written notice, terminate this Contract unless Contractor has cured the default during the five-day period.
  - 17.2.1. Contractor shall be liable for any and all operating expenses incurred by the City in so doing, and such expenses may be deducted by the City from any amounts it may have collected on behalf of Contractor. During such period, the City may make collections of fees and charges on behalf of the Contractor for the services rendered by the City. If the City exercises the option, the City shall assume all liability for claims and demands arising out of the operation of the service by the City.
  - 17.2.2. If the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, the City may terminate this Contract. The operation of this system by the City shall not release the Contractor of any liability to the City for breach of this Contract or for any claims arising out of the activities of the Contractor prior to the takeover by the City.
- 17.3. Right to Require Performance. The failure of the City at any time to require performance by Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of such provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.4. Cancellation Clause.

17.4.1. The City reserves the right to terminate the Contract for the following reasons by giving at least one hundred eighty (180) days prior written notice to the Contractor and without prejudice to any other rights or remedies of the City.

17.4.1.1. The Contractor is adjudged a bankrupt, or

17.4.1.2. The Contractor makes a general assignment for the benefit of its creditors, or

17.4.1.3. A receiver should be appointed for Contractor or for any of its property, or

17.4.1.4. Contractor persistently or repeatedly refuses to supply enough properly skilled employees or proper materials or equipment, or

17.4.1.5. The Contractor should persistently disregard reasonable instructions of the City that are consistent with, and not in addition to the requirements of, the Contract.

17.4.2. Provided however that the contract shall not be cancelled if the condition warranting cancellation shall be cured by Contractor within said one hundred eighty (180) day period.

18. Indemnity:

18.1. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Contractor's negligence or willful misconduct in performing any duties under this Contract. Contractor further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of an award of this Contract to the Contractor where the Contractor is alleged to have committed some misconduct during the RFP or contract negotiations process.

19. Limitation on Liability. No City elected or appointed official, officer, employee, nor any other agent of the City, shall be personally responsible for any liability arising under or growing out of the Contract or operation of the Contractor under the terms of the Contract.

20. Permits and Licenses. The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

21. Performance Bond. The Contractor shall submit the following executed performance surety prior to the execution of the Contract:

- 21.1. Within ten (10) days after the award of this Contract, the Contractor shall deposit with the City Clerk a performance bond in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). Said performance bond shall guarantee the faithful performance of Contractor's obligations under this Contract, which bond shall be for the benefit of any person, firm, or corporation, including the City, suffering damage by reason of Contractor's failure to perform its obligations hereunder. Said performance bond shall state that the bonding company shall give the City thirty (30) days written notice prior to cancellation.
- 21.2. In case of a bona fide dispute regarding compliance, the Contractor may request a hearing before the City Administrator within thirty (30) days after notification of non-compliance and penalty by the City Administrator. No action may be taken on said performance bond until a hearing, if requested by the Contractor, has been conducted. At such hearing, all parties may give evidence, and the merits of the dispute will be decided. The City Administrator shall make public his decision, along with a statement reciting the basis therefore. Within thirty (30) days of the issuance of the written decision by the City Administrator, the Contractor may appeal in writing to the Council. At the appeal hearing, the Contractor may contest the findings of facts or interpretation of controlling law, at which time the Council may affirm, reject, or modify the decision of the Administrator.
- 21.3. If said performance bond is to be canceled or not renewed, the Contractor shall have been considered to have breached the contract, and the City shall have all lawful remedies.
- 21.4. Minimum surety requirements for performance bonding companies and property/casualty insurance carriers are:
  - 21.4.1. A.M. Best Rating of "B+, Class V"
  - 21.4.2. Licensed by the State of Missouri to do business in the state of Missouri
  - 21.4.3. Acceptable to the City of Jefferson

## 22. Insurance.

- 22.1. Requirements. Contractor shall procure and maintain insurance in the amounts and types identified in Exhibit K, "Insurance Requirements" which is attached herewith and incorporated herein by reference.
- 22.2. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required in Exhibit K and in like amounts.

23. E-Verify. Pursuant to RSMO 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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 contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor agrees to comply with this provision of law and has provided their proof of enrolment in E-Verify, which is attached as Exhibit L “E-Verify Documentation, which is attached herewith and incorporated herein by reference.
24. Assignment and Sub-Letting. No assignment of the Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the City Council, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract to an affiliate (including affiliates of its members) without the consent of City Council. In the event of any assignment the assignee shall assume the liability of the Contractor. Any consent to any assignment may only be done in writing, and only upon assumption by the assignee of all the Contractors rights and obligations.
25. Access to Records. The City shall have the right to inspect and copy, upon reasonable notice, at any time during normal business hours, the books and records of Contractor as they relate to this Contract and services rendered pursuant to this Contract, including, but not limited to, maps, construction plans, service complaint logs, customer lists and requests for service but excluding any personnel records. Access to the aforementioned books and records shall not be denied by Contractor on the basis that said books and records contain proprietary information. Should any proprietary information be shared with the City, the City shall maintain the confidentiality of the information and shall not reveal it to any person without the written consent of Contractor or an order from a Court of competent jurisdiction. The Contractor shall account for all Solid Waste collections and charges therefor.
26. Measurement of Waste. Contractor shall make a report available to the City on a quarterly basis, showing its volumetric and weight measurements of Solid Waste collected within the City limits.
27. Permits. Contractor, its subcontractors, agents, transporters, and other providers of services to the Contractor in connection with the Contract shall obtain at their own expense and maintain current permits, registrations, licenses, any and all identifications numbers, and any similar legal authorization necessary for the compliance with applicable laws, and shall comply with all requirements thereof. All legal authorizations necessary for the compliance with applicable laws shall be kept current and in force throughout the duration of the project.

28. Nondiscrimination Clause. Contractor shall not discriminate in its operations or performance on the basis of race, color, sex, religion, national origin or disability, and shall observe and obey all laws, ordinances, regulations and rules of the federal state, county, and municipal governments that may be applicable to its operations.
29. Compliance with Laws. The Contractor shall conduct operations under this Contract in compliance with all applicable laws.
30. Point of Contact All dealings, contact, notices, etc., between the Contractor and the City shall be directed by the Contractor to the City Administrator or his duly authorized representative.
31. Written Notice. All notices, reports, or demands required to be given in writing under this Contract shall be deemed to be given when delivered personally to any authorized representative of Contractor or City, whichever is appropriate, or when seventy-two (72) hours have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereof, addressed to the party to which notice is being given. All notices required under this Contract shall be given as follows:
- |  |   |
|--|---|
| <p><u>If to Contractor:</u><br/>         General Manager<br/>         Republic Services of Jefferson City<br/>         5645 Moreau River Access Road<br/>         Jefferson City, Missouri 65101</p> | <p><u>If to the City:</u><br/>         City Administrator<br/>         City of Jefferson<br/>         320 East McCarty Street<br/>         Jefferson City, Missouri 65101</p> |
|--|---|
32. Effective Date. This Contract shall become effective and the Contractor shall begin collection of Solid Waste, and other services, as covered herein on June 1, 2016.
33. Modification. This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, assigned, or amended in any respect unless in writing and signed by the parties hereto.
34. Independent Contractor. The Contractor agrees that nothing contained herein shall constitute or designate the Contractor or any of the Contractor's agents or employees as agents or employees of the City.
35. Contractor Performance Measures. The following performance measures shall apply to the Contractor and an annual survey may be performed by the City to assess customer satisfaction with the overall service provided by Contractor:
- 35.1. Complete 100% of residential collections on the scheduled day, unless hampered by inclement weather.
- 35.2. Remove 100% of litter resulting from collections on the same day as collected.

- 35.3. Resolve 90% of customer complaints within two (2) business days.
- 35.4. Resolve 100% of customer complaints within five (5) business days.
- 35.5. File 100% of required reports on time.

### 36. Miscellaneous Provisions

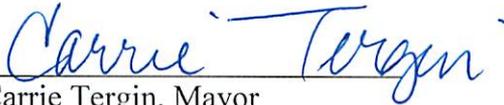
- 36.1. Force Majeure. Notwithstanding anything to the contrary in this Contract, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or government orders, fires, and acts of God, shall not constitute a breach of this Contract.
- 36.2. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- 36.3. Dispute Resolution. Should any disputes arise with respect to the Contract, the Contractor and the City agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract in the accomplishment of all non-disputed work; any additional costs incurred by the Contractor or the City as a result of such failure to accomplish the non-disputed work shall be borne by the Contractor; and the Contractor shall not make a claim against the City for such costs.
- 36.4. No Waiver of Breach. No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract.
- 36.5. Governing Law. Contract will be governed by the laws of the State of Missouri and the City of Jefferson, Missouri and will be deemed executed in the City of Jefferson, Missouri.
- 36.6. Venue. Parties agree that the proper venue for any legal action between them regarding this agreement shall be the Circuit Court of Cole County, Missouri. Parties mutually waive any objection to this venue.
- 36.7. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 36.8. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 36.9. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.
- 36.10. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or un-enforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 36.11. Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 36.12. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 36.13. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 36.14. Separate Counterparts; Electronic Delivery. This Agreement may be executed in separate counterparts which, taken together, comprise one and the same instrument. Executed signature pages may be delivered electronically.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16 day of July, 2016.

**CITY OF JEFFERSON**

**ALLIED SERVICES, LLC, d/b/a  
Republic Services of Jefferson City**

  
\_\_\_\_\_  
Carrie Tergin, Mayor

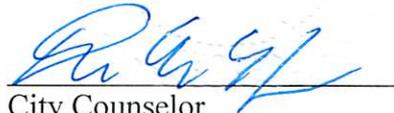
  
\_\_\_\_\_  
Title: *General Manager*

ATTEST:

  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Counselor

**EXHIBIT A**  
**“DEFINITIONS”**

**Definitions.** The meanings of all terms used in this Agreement shall be the same as those terms defined in Section 30-1 of the City Code. In addition, the following words shall have the meanings set out below:

- 1.1. “Apartment” shall mean a multiple family residential building containing three or more separate living units including, but not limited to, triplexes.
- 1.2. “City” shall mean the City of Jefferson City, Missouri, a municipal corporation.
- 1.3. “City Code” shall mean the City Code of the City of Jefferson City, Missouri.
- 1.4. “Commercial” means any building used for human occupancy, including but not limited to production or fabrication of products and retail uses, which is not a single family residence, duplex, or apartment building.
- 1.5. “Containerized Business” shall mean any business, multi-dwelling, or other structure whose Solid Waste is deposited in an approved container for removal by the contractor.
- 1.6. “Contract” shall mean the formal written agreement between the City and the Contractor to perform scope of work defined in this RFP.
- 1.7. “Duplex” shall mean a detached two (2) family structure designed or intended for occupancy by two (2) families.
- 1.8. “Dwelling Unit” shall mean any building or portion thereof having one or more habitable rooms which are designed and arranged to be occupied by one family with facilities for living, sleeping, cooking, eating, and sanitation.
- 1.9. “Food waste” shall mean uneaten food and food preparation wastes from commercial establishments such as grocery stores, restaurants, and produce stands; institutional cafeterias and kitchens and other establishments that possess an operating permit with the City of Jefferson Health Division
- 1.10. “Excluded Waste” shall mean Hazardous Waste, 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.
- 1.11. “Hazardous Waste” shall mean any waste which:
  - 1.11.1. is defined as such by the laws of the United States and/or the State of Missouri and/or the regulations promulgated thereunder; or

- 1.11.2. 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 substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed; or
- 1.11.3. is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency (hereinafter called "EPA"), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 2601 et. seq.
- 1.11.4. is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste", pursuant to any state or federal law, including, but not limited to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 2601 et. seq. and the state and federal regulations promulgated thereunder; or
- 1.11.5. contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended, 42 U.S.C. §9601 et. seq. and the state and federal regulations promulgated thereunder; or
- 1.11.6. contains a "reportable quantity" of one or more "hazardous substances", as defined in Response, Compensation and Liability Act as amended and the state and federal regulations promulgated thereunder or as defined under any other state or federal law and the regulations promulgated thereunder; or
- 1.11.7. contains a radioactive material the storage or disposal of which is subject to state or federal law and the regulations promulgated thereunder.
- 1.12. "Industrial" shall mean establishments generating waste accumulations of metal, metal products, minerals, chemicals, rock, etc.
- 1.13. "Landfill Site" shall mean the Land Reserve and Recovery Sanitary Landfill owned and operated by Contractor.
- 1.14. "Mandatory Service User" shall mean the owner or occupant of a building for which City ordinances require that there be a contract for service with the Contractor.
- 1.15. "Multiple Family Dwelling" a structure which is designed for three or more family dwelling units.

- 1.16. "Newspapers" shall include all newsprint items and inserts delivered with newspapers in the course of delivery.
- 1.17. "Noncontainerized Business" shall mean any business, apartment, or other structure whose Solid Waste is deposited and collected by means other than a container.
- 1.18. "Pick Up Load" shall mean a standard one-half (½) ton pickup truck full to the height of the truck bed only. It does not include risers or sides of the truck bed as those terms are used in the industry.
- 1.19. "Responsible Party" shall mean the owner of the property, except that the owner may assign responsibility to the occupant of any single family residence or duplex, only.
- 1.20. "Recyclable Materials" shall mean all newspapers, cardboard, bi-metal cans, tin cans, aluminum, clear plastic high density polyethylene (HDPE) milk containers, clear and green plastic polyethylene terephthalate (PETE) drink containers, and such other materials as Contractor may choose are economically viable to extract from solid waste for reuse in the same or another form.
- 1.21. "Solid Waste" or "Solid Wastes" shall mean all putrescible and non-putrescible combustible, and non-combustible materials discarded by private and commercial residents located within the geographical boundaries of the City and collected by Current Contractor or Contractor, including but not limited to, solid and semisolid waste materials resulting from domestic and commercial activities such as rubbish, household waste, wood scraps, glass, bedding, residential building materials, and household items, but does not include major appliances, including clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers, waste oil, lead acid batteries, tires, or any Excluded Waste or Special Waste as herein defined or any other waste defined as "toxic waste" or other solid waste not permitted to be disposed of in landfills in the state of Missouri by applicable state, federal or local statutes, regulations or ordinances. The term "Solid Waste," as used herein, shall not include Yard Waste. The term "Solid Waste" shall include recyclable materials when disposed of in containers identified for solid waste collection.
- 1.22. "Special Waste" shall mean any waste which is:
  - 1.22.1. Defined as such by the laws of the United States and/or the State of Missouri and/or the regulations promulgated thereunder; or
  - 1.22.2. Medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities; or
  - 1.22.3. Dead animals and /or slaughterhouse waste; or

- 1.22.4. Sludge waste, including water supply treatment plant sludge and stabilized and /or unstabilized sludge from municipal or industrial wastewater treatment plants; or
  - 1.22.5. Liquid waste, which for the purposes of this Agreement means any waste material that is determined to be or contain “free liquid” by the paint filter test (EPA Method 9095); or
  - 1.22.6. Waste from an industrial process; or
  - 1.22.7. Waste from a pollution control process; or
  - 1.22.8. Waste transported in a bulk tanker; or
  - 1.22.9. Friable and/or non-friable asbestos waste; or
  - 1.22.10. Empty containers other than household containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
  - 1.22.11. Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
  - 1.22.12. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products, or other waste listed in this definition; or
  - 1.22.13. Soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facilities formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum products; or
  - 1.22.14. Residential wastes, only if a change in rule, code, ordinance, permit, or permit condition, occurs after the effective date of this Agreement which requires special or additional management differing from the requirements applicable on the effective date of this Agreement; or
  - 1.22.15. Any waste that requires other than normal handling, storage, management and/or disposal.
- 1.23. “Solid Waste Containers” shall mean trash containers, carts, or cans.
  - 1.24. “Drop Off Site” shall mean a facility located in City’s limits designed to accept solid wastes for transportation to a landfill or recyclable materials for recycling.
  - 1.25. “Cart” shall mean a container on wheels whose main purpose is to store solid waste (or recyclables or yard waste where applicable) prior to its removal by the Contractor and which meets accepted industry standards.

- 1.26. "Triplex" shall mean a detached three (3) family structure designed or intended for occupancy by three (3) families.
- 1.27. "White Good" shall mean major appliances including washers, dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, woodstoves, air conditions, refrigerators, and freezers.
- 1.28. "Yard Waste" shall mean grass clippings, leaves, yard, and garden vegetation and Christmas trees. The term does not include stumps, roots, or shrubs with intact root balls.

**EXHIBIT B**  
**“RESIDENTIAL RATES”**

**Single Family and Small Multi-Family Residential Curbside Service**  
**Rate Schedule for Republic Solid Waste Contract**

Rates are based on the maximum of a 3% increase each year.

**Residential Rates**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
35 Gallon Residential Trash and Recycling	\$ 13.23	\$ 13.63	\$ 14.04	\$ 14.46	\$ 14.89
65 Gallon Residential Trash and Recycling	\$ 14.65	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49
95 Gallon Residential Trash and Recycling	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.01	\$ 18.55
	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
35 Gallon Residential Trash and Recycling	\$ 15.34	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26
65 Gallon Residential Trash and Recycling	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11
95 Gallon Residential Trash and Recycling	\$ 19.10	\$ 19.68	\$ 20.27	\$ 20.88	\$ 21.50

**EXHIBIT C (page 1 of 2)**  
**“MULTIFAMILY RESIDENTIAL”**

## Multi-Family Rate Schedule for Republic Solid Waste Trash Service

Rates are based on the maximum of a 3% increase each year.

### Multi-Family Trash Rates - Year 1

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart	\$ 22.60	\$ 37.60				
1 yard	\$ 23.85	\$ 40.73	\$ 58.27	\$ 76.46	\$ 95.29	\$114.78
2 yard	\$ 38.78	\$ 71.26	\$105.03	\$140.10	\$176.47	\$214.15
3 yard	\$ 51.45	\$ 97.24	\$144.97	\$194.66	\$246.30	\$299.88
4 yard	\$ 62.81	\$120.62	\$181.02	\$244.02	\$309.62	\$377.82
6 yard	\$ 85.54	\$163.48	\$241.42	\$319.36	\$397.30	\$475.24
8 yard	\$105.03	\$202.45	\$299.88	\$397.30	\$494.73	\$592.15

### Multi-Family Trash Rates - Year 2

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 39.94	\$ 73.40	\$108.18	\$144.30	\$181.76	\$220.57
3 yard	\$ 52.99	\$100.16	\$149.32	\$200.50	\$253.69	\$308.88
4 yard	\$ 64.69	\$124.24	\$186.45	\$251.34	\$318.91	\$389.15
6 yard	\$ 88.11	\$168.38	\$248.66	\$328.94	\$409.22	\$489.50
8 yard	\$108.18	\$208.52	\$308.88	\$409.22	\$509.57	\$609.91

### Multi-Family Trash Rates - Year 3

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 41.14	\$ 75.60	\$111.43	\$148.63	\$187.22	\$227.19
3 yard	\$ 54.58	\$103.16	\$153.80	\$206.51	\$261.30	\$318.14
4 yard	\$ 66.64	\$127.97	\$192.04	\$258.88	\$328.48	\$400.83
6 yard	\$ 90.75	\$173.44	\$256.12	\$338.81	\$421.50	\$504.18
8 yard	\$111.43	\$214.78	\$318.14	\$421.50	\$524.86	\$628.21

### Multi-Family Trash Rates - Year 4

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 42.38	\$ 77.87	\$114.77	\$153.09	\$192.83	\$234.01
3 yard	\$ 56.22	\$106.26	\$158.41	\$212.71	\$269.14	\$327.69
4 yard	\$ 68.63	\$131.80	\$197.81	\$266.65	\$338.33	\$412.85
6 yard	\$ 93.47	\$178.64	\$263.81	\$348.97	\$434.14	\$519.31
8 yard	\$114.77	\$221.22	\$327.69	\$434.14	\$540.60	\$647.06

### Multi-Family Trash Rates - Year 5

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 43.65	\$ 80.20	\$118.21	\$157.68	\$198.62	\$241.03
3 yard	\$ 57.91	\$109.44	\$163.17	\$219.09	\$277.21	\$337.52
4 yard	\$ 70.69	\$135.76	\$203.74	\$274.65	\$348.48	\$425.24
6 yard	\$ 96.28	\$184.00	\$271.72	\$359.44	\$447.16	\$534.89
8 yard	\$118.21	\$227.86	\$337.52	\$447.16	\$556.82	\$666.47

**EXHIBIT C (page 2 of 2)**  
**“MULTIFAMILY RESIDENTIAL”**

## Multi-Family Rate Schedule for Republic Solid Waste Trash Service

Rates are based on the maximum of a 3% increase each year.

### Multi-Family Trash Rates - Year 6

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 44.96	\$ 82.61	\$121.76	\$162.41	\$204.58	\$248.26
3 yard	\$ 59.64	\$112.73	\$168.06	\$225.66	\$285.53	\$347.64
4 yard	\$ 72.81	\$139.83	\$209.85	\$282.89	\$358.93	\$438.00
6 yard	\$ 99.16	\$189.52	\$279.87	\$370.23	\$460.58	\$550.93
8 yard	\$121.76	\$234.70	\$347.64	\$460.58	\$573.53	\$686.46

### Multi-Family Trash Rates - Year 7

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 46.31	\$ 85.09	\$125.41	\$167.29	\$210.71	\$255.71
3 yard	\$ 61.43	\$116.11	\$173.10	\$232.43	\$294.10	\$358.07
4 yard	\$ 75.00	\$144.03	\$216.15	\$291.37	\$369.70	\$451.14
6 yard	\$102.14	\$195.20	\$288.27	\$381.33	\$474.40	\$567.46
8 yard	\$125.41	\$241.74	\$358.07	\$474.40	\$590.73	\$707.06

### Multi-Family Trash Rates - Year 8

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 47.69	\$ 87.64	\$129.17	\$172.31	\$217.04	\$263.38
3 yard	\$ 63.28	\$119.59	\$178.29	\$239.41	\$302.92	\$368.81
4 yard	\$ 77.25	\$148.35	\$222.63	\$300.11	\$380.79	\$464.67
6 yard	\$105.20	\$201.06	\$296.92	\$392.77	\$488.63	\$584.49
8 yard	\$129.17	\$248.99	\$368.81	\$488.63	\$608.46	\$728.27

### Multi-Family Trash Rates - Year 9

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 49.13	\$ 90.27	\$133.05	\$177.47	\$223.55	\$271.28
3 yard	\$ 65.18	\$123.18	\$183.64	\$246.59	\$312.01	\$379.88
4 yard	\$ 79.57	\$152.80	\$229.31	\$309.12	\$392.22	\$478.61
6 yard	\$108.36	\$207.09	\$305.82	\$404.56	\$503.29	\$602.02
8 yard	\$133.05	\$256.46	\$379.88	\$503.29	\$626.71	\$750.12

### Multi-Family Trash Rates - Year 10

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 50.60	\$ 92.98	\$137.04	\$182.80	\$230.25	\$279.42
3 yard	\$ 67.13	\$126.88	\$189.15	\$253.99	\$321.37	\$391.28
4 yard	\$ 81.95	\$157.38	\$236.19	\$318.39	\$403.98	\$492.97
6 yard	\$111.61	\$213.30	\$315.00	\$416.69	\$518.39	\$620.08
8 yard	\$137.04	\$264.15	\$391.28	\$518.39	\$645.51	\$772.62

**EXHIBIT D (page 1 of 2)**  
**“MULTIFAMILY RESIDENTIAL - RECYCLING”**

## **Multi-Family Rate Schedule for Republic Recycling Service**

Rates are based on the maximum of a 3% increase each year.

### **Multi-Family Recy Rates - Year 1**

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 35.26	\$ 64.17	\$ 94.23	\$125.44	\$157.81	\$191.34
3 yard	\$ 46.31	\$ 87.29	\$129.77	\$174.00	\$219.96	\$267.64
4 yard	\$ 56.65	\$108.10	\$161.86	\$217.93	\$276.31	\$337.01
6 yard	\$ 76.88	\$146.25	\$215.61	\$284.98	\$354.35	\$423.71
8 yard	\$ 94.23	\$180.93	\$267.64	\$354.35	\$441.06	\$527.76

### **Multi-Family Recy Rates - Year 2**

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 36.32	\$ 66.10	\$ 97.06	\$129.20	\$162.54	\$197.08
3 yard	\$ 47.70	\$ 89.91	\$133.66	\$179.22	\$226.56	\$275.67
4 yard	\$ 58.35	\$111.34	\$166.72	\$224.47	\$284.60	\$347.12
6 yard	\$ 79.19	\$150.64	\$222.08	\$293.53	\$364.98	\$436.42
8 yard	\$ 97.06	\$186.36	\$275.67	\$364.98	\$454.29	\$543.59

### **Multi-Family Recy Rates - Year 3**

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 37.41	\$ 68.08	\$ 99.97	\$133.08	\$167.42	\$202.99
3 yard	\$ 49.13	\$ 92.61	\$137.67	\$184.60	\$233.36	\$283.94
4 yard	\$ 60.10	\$114.68	\$171.72	\$231.20	\$293.14	\$357.53
6 yard	\$ 81.56	\$155.16	\$228.74	\$302.34	\$375.93	\$449.51
8 yard	\$ 99.97	\$191.95	\$283.94	\$375.93	\$467.92	\$559.90

### **Multi-Family Recy Rates - Year 4**

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 38.53	\$ 70.12	\$102.97	\$137.07	\$172.44	\$209.08
3 yard	\$ 50.60	\$ 95.38	\$141.80	\$190.13	\$240.36	\$292.46
4 yard	\$ 61.90	\$118.12	\$176.87	\$238.14	\$301.93	\$368.26
6 yard	\$ 84.01	\$159.81	\$235.60	\$311.41	\$387.21	\$463.00
8 yard	\$102.97	\$197.71	\$292.46	\$387.21	\$481.96	\$576.70

### **Multi-Family Recy Rates - Year 5**

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 39.69	\$ 72.22	\$106.06	\$141.18	\$177.62	\$215.35
3 yard	\$ 52.12	\$ 98.25	\$146.06	\$195.84	\$247.57	\$301.23
4 yard	\$ 63.76	\$121.67	\$182.17	\$245.28	\$310.99	\$379.31
6 yard	\$ 86.53	\$164.61	\$242.67	\$320.75	\$398.82	\$476.89
8 yard	\$106.06	\$203.64	\$301.23	\$398.82	\$496.42	\$594.00

**EXHIBIT D (page 2 of 2)**  
**“MULTIFAMILY RESIDENTIAL - RECYCLING”**

## Multi-Family Rate Schedule for Republic Recycling Service

Rates are based on the maximum of a 3% increase each year.

### Multi-Family Recy Rates - Year 6

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 40.88	\$ 74.39	\$109.24	\$145.42	\$182.95	\$221.82
3 yard	\$ 53.69	\$101.19	\$150.44	\$201.71	\$254.99	\$310.27
4 yard	\$ 65.67	\$125.32	\$187.64	\$252.64	\$320.32	\$390.69
6 yard	\$ 89.12	\$169.54	\$249.95	\$330.37	\$410.79	\$491.20
8 yard	\$109.24	\$209.75	\$310.27	\$410.79	\$511.31	\$611.82

### Multi-Family Recy Rates - Year 7

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 42.10	\$ 76.62	\$112.52	\$149.78	\$188.43	\$228.47
3 yard	\$ 55.30	\$104.23	\$154.95	\$207.77	\$262.64	\$319.58
4 yard	\$ 67.64	\$129.08	\$193.27	\$260.22	\$329.93	\$402.41
6 yard	\$ 91.80	\$174.63	\$257.45	\$340.28	\$423.11	\$505.93
8 yard	\$112.52	\$216.04	\$319.58	\$423.11	\$526.65	\$630.17

### Multi-Family Recy Rates - Year 8

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 43.37	\$ 78.92	\$115.89	\$154.28	\$194.09	\$235.32
3 yard	\$ 56.96	\$107.36	\$159.60	\$214.00	\$270.52	\$329.16
4 yard	\$ 69.67	\$132.95	\$199.07	\$268.03	\$339.83	\$414.48
6 yard	\$ 94.55	\$179.87	\$265.17	\$350.49	\$435.81	\$521.11
8 yard	\$115.89	\$222.52	\$329.16	\$435.81	\$542.45	\$649.08

### Multi-Family Recy Rates - Year 9

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 44.67	\$ 81.29	\$119.37	\$158.90	\$199.91	\$242.38
3 yard	\$ 58.66	\$110.58	\$164.39	\$220.42	\$278.64	\$339.04
4 yard	\$ 71.76	\$136.94	\$205.04	\$276.07	\$350.02	\$426.91
6 yard	\$ 97.39	\$185.27	\$273.13	\$361.00	\$448.88	\$536.74
8 yard	\$119.37	\$229.20	\$339.04	\$448.88	\$558.72	\$668.55

### Multi-Family Recy Rates - Year 10

	<u>1xwk</u>	<u>2xwk</u>	<u>3xwk</u>	<u>4xwk</u>	<u>5xwk</u>	<u>6xwk</u>
Cart						
1 yard						
2 yard	\$ 46.01	\$ 83.73	\$122.95	\$163.67	\$205.91	\$249.66
3 yard	\$ 60.42	\$113.89	\$169.32	\$227.03	\$287.00	\$349.21
4 yard	\$ 73.92	\$141.05	\$211.19	\$284.35	\$360.52	\$439.72
6 yard	\$100.31	\$190.82	\$281.32	\$371.83	\$462.35	\$552.85
8 yard	\$122.95	\$236.07	\$349.21	\$462.35	\$575.48	\$688.61

**EXHIBIT E (page 1 of 2)**  
**“COMMERCIAL AND MIXED USE RATES”**

## Commercial Rate Schedule for Republic Solid Waste Trash Service

Rates are based on the maximum of a 3% increase each year.

### Commercial Trash Rates - Year 1

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart	\$ 22.60	\$ 37.60				
1 yard	\$ 29.26	\$ 51.78	\$ 75.16	\$ 99.41	\$ 124.52	\$ 150.50
2 yard	\$ 49.17	\$ 92.47	\$ 137.50	\$ 184.27	\$ 232.76	\$ 282.99
3 yard	\$ 66.06	\$ 127.11	\$ 190.76	\$ 257.01	\$ 325.86	\$ 397.30
4 yard	\$ 81.21	\$ 158.29	\$ 238.83	\$ 322.83	\$ 410.29	\$ 501.22
6 yard	\$ 111.52	\$ 215.44	\$ 319.36	\$ 423.28	\$ 527.20	\$ 631.12
8 yard	\$ 137.50	\$ 267.40	\$ 397.30	\$ 527.20	\$ 657.10	\$ 787.00

### Commercial Trash Rates - Year 2

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 50.65	\$ 95.24	\$ 141.63	\$ 189.80	\$ 239.74	\$ 291.48
3 yard	\$ 68.04	\$ 130.92	\$ 196.48	\$ 264.72	\$ 335.64	\$ 409.22
4 yard	\$ 83.65	\$ 163.04	\$ 245.99	\$ 332.51	\$ 422.60	\$ 516.26
6 yard	\$ 114.87	\$ 221.90	\$ 328.94	\$ 435.98	\$ 543.02	\$ 650.05
8 yard	\$ 141.63	\$ 275.42	\$ 409.22	\$ 543.02	\$ 676.81	\$ 810.61

### Commercial Trash Rates - Year 3

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 52.16	\$ 98.10	\$ 145.87	\$ 195.49	\$ 246.94	\$ 300.22
3 yard	\$ 70.08	\$ 134.85	\$ 202.38	\$ 272.66	\$ 345.70	\$ 421.50
4 yard	\$ 86.16	\$ 167.93	\$ 253.37	\$ 342.49	\$ 435.28	\$ 531.74
6 yard	\$ 118.31	\$ 228.56	\$ 338.81	\$ 449.06	\$ 559.31	\$ 669.56
8 yard	\$ 145.87	\$ 283.68	\$ 421.50	\$ 559.31	\$ 697.12	\$ 834.93

### Commercial Trash Rates - Year 4

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 53.73	\$ 101.04	\$ 150.25	\$ 201.36	\$ 254.34	\$ 309.23
3 yard	\$ 72.19	\$ 138.90	\$ 208.45	\$ 280.84	\$ 356.08	\$ 434.14
4 yard	\$ 88.74	\$ 172.97	\$ 260.98	\$ 352.77	\$ 448.33	\$ 547.70
6 yard	\$ 121.86	\$ 235.42	\$ 348.97	\$ 462.53	\$ 576.09	\$ 689.64
8 yard	\$ 150.25	\$ 292.20	\$ 434.14	\$ 576.09	\$ 718.03	\$ 859.98

### Commercial Trash Rates - Year 5

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 55.34	\$ 104.08	\$ 154.76	\$ 207.40	\$ 261.97	\$ 318.51
3 yard	\$ 74.35	\$ 143.06	\$ 214.70	\$ 289.27	\$ 366.76	\$ 447.16
4 yard	\$ 91.40	\$ 178.16	\$ 268.81	\$ 363.35	\$ 461.79	\$ 564.13
6 yard	\$ 125.52	\$ 242.48	\$ 359.44	\$ 476.41	\$ 593.37	\$ 710.33
8 yard	\$ 154.76	\$ 300.96	\$ 447.16	\$ 593.37	\$ 739.57	\$ 885.78

**EXHIBIT E (page 2 of 2)**  
**“COMMERCIAL AND MIXED USE RATES”**

## Commercial Rate Schedule for Republic Solid Waste Trash Service

Rates are based on the maximum of a 3% increase each year.

### Commercial Trash Rates - Year 6

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 57.00	\$ 107.20	\$ 159.40	\$ 213.62	\$ 269.83	\$ 328.06
3 yard	\$ 76.58	\$ 147.36	\$ 221.14	\$ 297.95	\$ 377.76	\$ 460.58
4 yard	\$ 94.14	\$ 183.50	\$ 276.87	\$ 374.25	\$ 475.64	\$ 581.05
6 yard	\$ 129.28	\$ 249.75	\$ 370.23	\$ 490.70	\$ 611.17	\$ 731.64
8 yard	\$ 159.40	\$ 309.99	\$ 460.58	\$ 611.17	\$ 761.76	\$ 912.35

### Commercial Trash Rates - Year 7

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 58.71	\$ 110.41	\$ 164.18	\$ 220.03	\$ 277.93	\$ 337.90
3 yard	\$ 78.88	\$ 151.78	\$ 227.78	\$ 306.88	\$ 389.09	\$ 474.40
4 yard	\$ 96.97	\$ 189.01	\$ 285.18	\$ 385.48	\$ 489.91	\$ 598.48
6 yard	\$ 133.16	\$ 257.25	\$ 381.33	\$ 505.42	\$ 629.50	\$ 753.59
8 yard	\$ 164.18	\$ 319.29	\$ 474.40	\$ 629.50	\$ 784.61	\$ 939.72

### Commercial Trash Rates - Year 8

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 60.47	\$ 113.73	\$ 169.11	\$ 226.63	\$ 286.27	\$ 348.04
3 yard	\$ 81.25	\$ 156.33	\$ 234.61	\$ 316.09	\$ 400.77	\$ 488.63
4 yard	\$ 99.88	\$ 194.68	\$ 293.73	\$ 397.04	\$ 504.60	\$ 616.44
6 yard	\$ 137.16	\$ 264.96	\$ 392.77	\$ 520.58	\$ 648.39	\$ 776.20
8 yard	\$ 169.11	\$ 328.87	\$ 488.63	\$ 648.39	\$ 808.15	\$ 967.91

### Commercial Trash Rates - Year 9

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 62.29	\$ 117.14	\$ 174.18	\$ 233.43	\$ 294.85	\$ 358.48
3 yard	\$ 83.68	\$ 161.02	\$ 241.65	\$ 325.57	\$ 412.79	\$ 503.29
4 yard	\$ 102.87	\$ 200.52	\$ 302.54	\$ 408.95	\$ 519.74	\$ 634.93
6 yard	\$ 141.27	\$ 272.91	\$ 404.56	\$ 536.20	\$ 667.84	\$ 799.48
8 yard	\$ 174.18	\$ 338.73	\$ 503.29	\$ 667.84	\$ 832.39	\$ 996.95

### Commercial Trash Rates - Year 10

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 64.16	\$ 120.65	\$ 179.41	\$ 240.43	\$ 303.70	\$ 369.24
3 yard	\$ 86.19	\$ 165.85	\$ 248.90	\$ 335.34	\$ 425.17	\$ 518.39
4 yard	\$ 105.96	\$ 206.53	\$ 311.62	\$ 421.22	\$ 535.34	\$ 653.98
6 yard	\$ 145.51	\$ 281.10	\$ 416.69	\$ 552.28	\$ 687.88	\$ 823.47
8 yard	\$ 179.41	\$ 348.90	\$ 518.39	\$ 687.88	\$ 857.37	\$1,026.86

**EXHIBIT F (page 1 of 2)**  
**“COMMERCIAL AND MIXED USE RATES - RECYCLING”**

## **Commercial Rate Schedule for Republic Recycling Service**

Rates are based on the maximum of a 3% increase each year.

### **Commercial Recy Rates - Year 1**

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 44.51	\$ 83.05	\$ 123.12	\$ 164.75	\$ 207.91	\$ 252.61
3 yard	\$ 59.54	\$ 113.88	\$ 170.53	\$ 229.49	\$ 290.76	\$ 354.35
4 yard	\$ 73.03	\$ 141.63	\$ 213.31	\$ 288.07	\$ 365.91	\$ 446.83
6 yard	\$ 100.00	\$ 192.49	\$ 284.98	\$ 377.47	\$ 469.96	\$ 562.45
8 yard	\$ 123.12	\$ 238.74	\$ 354.35	\$ 469.96	\$ 585.57	\$ 701.18

### **Commercial Recy Rates - Year 2**

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 45.85	\$ 85.54	\$ 126.81	\$ 169.69	\$ 214.15	\$ 260.19
3 yard	\$ 61.33	\$ 117.30	\$ 175.65	\$ 236.37	\$ 299.48	\$ 364.98
4 yard	\$ 75.22	\$ 145.88	\$ 219.71	\$ 296.71	\$ 376.89	\$ 460.23
6 yard	\$ 103.00	\$ 198.26	\$ 293.53	\$ 388.79	\$ 484.06	\$ 579.32
8 yard	\$ 126.81	\$ 245.90	\$ 364.98	\$ 484.06	\$ 603.14	\$ 722.22

### **Commercial Recy Rates - Year 3**

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 47.22	\$ 88.11	\$ 130.62	\$ 174.78	\$ 220.57	\$ 267.99
3 yard	\$ 63.17	\$ 120.82	\$ 180.92	\$ 243.47	\$ 308.47	\$ 375.93
4 yard	\$ 77.48	\$ 150.26	\$ 226.30	\$ 305.61	\$ 388.19	\$ 474.04
6 yard	\$ 106.09	\$ 204.21	\$ 302.34	\$ 400.46	\$ 498.58	\$ 596.70
8 yard	\$ 130.62	\$ 253.28	\$ 375.93	\$ 498.58	\$ 621.23	\$ 743.88

### **Commercial Recy Rates - Year 4**

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 48.64	\$ 90.75	\$ 134.54	\$ 180.03	\$ 227.19	\$ 276.03
3 yard	\$ 65.06	\$ 124.44	\$ 186.34	\$ 250.77	\$ 317.72	\$ 387.21
4 yard	\$ 79.80	\$ 154.76	\$ 233.09	\$ 314.78	\$ 399.84	\$ 488.26
6 yard	\$ 109.27	\$ 210.34	\$ 311.41	\$ 412.47	\$ 513.54	\$ 614.60
8 yard	\$ 134.54	\$ 260.88	\$ 387.21	\$ 513.54	\$ 639.87	\$ 766.20

### **Commercial Recy Rates - Year 5**

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 50.10	\$ 93.47	\$ 138.57	\$ 185.43	\$ 234.00	\$ 284.31
3 yard	\$ 67.01	\$ 128.17	\$ 191.93	\$ 258.29	\$ 327.25	\$ 398.82
4 yard	\$ 82.20	\$ 159.41	\$ 240.08	\$ 324.23	\$ 411.83	\$ 502.91
6 yard	\$ 112.55	\$ 216.65	\$ 320.75	\$ 424.85	\$ 528.94	\$ 633.04
8 yard	\$ 138.57	\$ 268.70	\$ 398.82	\$ 528.94	\$ 659.06	\$ 789.18

**EXHIBIT F (page 2 of 2)**  
**“COMMERCIAL AND MIXED USE RATES - RECYCLING”**

## Commercial Rate Schedule for Republic Recycling Service

Rates are based on the maximum of a 3% increase each year.

### Commercial Recy Rates - Year 6

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 51.60	\$ 96.28	\$ 142.73	\$ 190.99	\$ 241.02	\$ 292.84
3 yard	\$ 69.02	\$ 132.02	\$ 197.69	\$ 266.04	\$ 337.07	\$ 410.79
4 yard	\$ 84.66	\$ 164.19	\$ 247.28	\$ 333.95	\$ 424.19	\$ 518.00
6 yard	\$ 115.93	\$ 223.15	\$ 330.37	\$ 437.59	\$ 544.81	\$ 652.03
8 yard	\$ 142.73	\$ 276.77	\$ 410.79	\$ 544.81	\$ 678.84	\$ 812.86

### Commercial Recy Rates - Year 7

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 53.15	\$ 99.17	\$ 147.01	\$ 196.72	\$ 248.26	\$ 301.63
3 yard	\$ 71.09	\$ 135.98	\$ 203.62	\$ 274.02	\$ 347.18	\$ 423.11
4 yard	\$ 87.20	\$ 169.11	\$ 254.70	\$ 343.97	\$ 436.92	\$ 533.54
6 yard	\$ 119.41	\$ 229.84	\$ 340.28	\$ 450.72	\$ 561.16	\$ 671.59
8 yard	\$ 147.01	\$ 285.07	\$ 423.11	\$ 561.16	\$ 699.20	\$ 837.25

### Commercial Recy Rates - Year 8

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 54.74	\$ 102.14	\$ 151.42	\$ 202.62	\$ 255.70	\$ 310.68
3 yard	\$ 73.23	\$ 140.06	\$ 209.73	\$ 282.24	\$ 357.60	\$ 435.81
4 yard	\$ 89.82	\$ 174.19	\$ 262.34	\$ 354.29	\$ 450.02	\$ 549.54
6 yard	\$ 122.99	\$ 236.74	\$ 350.49	\$ 464.24	\$ 577.99	\$ 691.74
8 yard	\$ 151.42	\$ 293.62	\$ 435.81	\$ 577.99	\$ 720.18	\$ 862.36

### Commercial Recy Rates - Year 9

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 56.38	\$ 105.21	\$ 155.96	\$ 208.70	\$ 263.37	\$ 320.00
3 yard	\$ 75.42	\$ 144.26	\$ 216.02	\$ 290.71	\$ 368.33	\$ 448.88
4 yard	\$ 92.51	\$ 179.41	\$ 270.21	\$ 364.92	\$ 463.52	\$ 566.03
6 yard	\$ 126.68	\$ 243.84	\$ 361.00	\$ 478.17	\$ 595.33	\$ 712.49
8 yard	\$ 155.96	\$ 302.43	\$ 448.88	\$ 595.33	\$ 741.78	\$ 888.23

### Commercial Recy Rates - Year 10

	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
Cart						
1 yard						
2 yard	\$ 58.08	\$ 108.36	\$ 160.64	\$ 214.96	\$ 271.28	\$ 329.60
3 yard	\$ 77.69	\$ 148.59	\$ 222.50	\$ 299.43	\$ 379.38	\$ 462.35
4 yard	\$ 95.29	\$ 184.80	\$ 278.32	\$ 375.87	\$ 477.43	\$ 583.01
6 yard	\$ 130.48	\$ 251.16	\$ 371.83	\$ 492.51	\$ 613.19	\$ 733.87
8 yard	\$ 160.64	\$ 311.50	\$ 462.35	\$ 613.19	\$ 764.04	\$ 914.88

**EXHIBIT G**  
**“ADDITIONAL SERVICES AND ASSOCIATED CHARGES”**

**RESIDENTIAL:**

Cart Delivery-Removal	\$25.00 (one charge that includes delivery and removal for both carts)
Cart Relocate	\$25.00 (one charge that includes relocating both carts, if the customer is relocating within the city limits and are unable to move their cart themselves).

**COMMERCIAL:**

Container Delivery	\$45.00
Container Removal	\$45.00
Container Exchange	\$45.00
Container Relocate	\$45.00
Extra Lift	\$65.00 (lift charge for unscheduled service)
Extra Yards	\$35.00 (hand loading charge per yard for trash left outside container)

**DEMOLITION (C&D):**

**Roll Off- 20,30 & 40 yard temporary containers**

Container Delivery	\$52.50
Container Relocate	\$95.00
Container Washout	\$125.00
Dry Run	\$110.00 (trip charge for scheduled service that does not occur)
Haul	\$158.00
Rental	\$100.00 per month (pro-rated daily)
Disposal	\$45.00 per ton

**These services are eligible for the annual rate adjustment per the language in the proposal.**

**EXHIBIT H**  
**“COMPLAINT POLICY OF CONTRACTOR”**

## Contractor’s Complaint Procedures

1. Customer complaints are recorded on the customers’ account as a service recording. The service recording includes:
  - a. Name of person filing the complaint
  - b. Date and time complaint received
  - c. Complaint description
  - d. Resolution of the complaint
  
2. Complaints are directed to the applicable supervisor or dispatcher depending on the nature of the complaint.

Missed Pickups – are directed to the dispatcher. The dispatcher contacts the route driver and the customer is picked up the same day or within two working days.

All Other Complaints – are directed to the applicable supervisor. The supervisor will investigate and resolve the issue within two working days. If necessary, the supervisor will contact the customer.
  
3. The City of Jefferson may, at any time, request a complaint register from the Contractor. The above referenced service recordings would be the source data for the requested complaint register.

**EXHIBIT I**  
**“PUBLIC CONTAINERS”**

<p><b><u>Trash Containers (Count = 46)</u></b>  101 MADISON - BY GOVERNOR OFFICE  BLDG/CORNER OF MADISON &amp; CAPITOL  117 MADISON ST  199 MADISON ST  200 MADISON ST  225 MADISON ST  236 MADISON ST  305 MADISON ST  319 MADISON ST  324 MADISON ST  MADISON X FM GOVERNORS MANSION  JEFFERSON LANDING  CORNER OF JEFFERSON &amp; CAPITOL  217 E CAPITOL AVE  228 E CAPITOL AVE  112 E DUNKLIN ST  113 E DUNKLIN ST  114 E DUNKLIN ST  126 E DUNKLIN ST  130 E DUNKLIN ST  102 E HIGH ST  105 E HIGH ST  116 E HIGH ST  121 E HIGH ST  128 E HIGH ST  131 E HIGH ST  202 E HIGH ST  211 E HIGH ST  217 E HIGH ST  218 E HIGH ST  227-REAR E HIGH ST  236 E HIGH ST  301 E HIGH ST  308 E HIGH ST  300-B REAR E HIGH ST  309 E HIGH ST  COLE COUNTY JAIL  IN FRONT OF LIBRARY  117 W HIGH ST  103 W HIGH ST  105 W HIGH ST  CORNER OF E MCCARTY &amp; CHESTNUT  900 E MCCARTY  631 E HIGH ST  630 E HIGH ST  601 E HIGH ST</p>	<p><b><u>RECYCLING CONTAINERS (Count = 9)</u></b>  South Corner of High and Jefferson  North Corner of High and Jefferson  Mid-block between Jefferson and Madison  Mid-block between Jefferson and Madison  Madison St. by Parking Garage  Mid-block between Madison and Monroe  Mid-block between Madison and Monroe  Mid-block between Monroe and Adams  Mid-block between Monroe and Adams</p> <p><b><u>4 Glass Recycle Containers – various locations.</u></b></p> <p><b><u>City Facilities</u></b>  City Hall Complex 320 E McCarty  Central Maintenance, 820 E Miller  911-919 E Miller, Fire Museum, City Archives,  JC Parking Garage, 201 Madison,  Airport North JC, Pavitt Bldg, Tower  Parks Maintenance Center, 935 Ellis Blvd  Animal Rescue, 2308 Hyde Park Rd  Street &amp; WW Maintenance, 2320 Hyde Park Rd  HHW Facility Trash Only, 2320 Hyde Park (Disposal  of HHW collected is not part of this contract)  Fire Training, 2304 Hyde Park  Fire Station #1, 621 W High St  Fire Station #2, 2400 E. McCarty St  Fire Station #3, 302 Rock Hill Rd  Fire Station #4, 820 Ellis Blvd  Fire Station #5, 1005 Fairgrounds Rd  Eastside Walmart Bus Stop, 724 W Stadium Blvd  Westside Bus Stop, 401 Supercenter Dr</p>
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Additional locations upon agreement of the parties.

**EXHIBIT J**  
**“ROAD REPAIR CHARGE”**

**Road Repair Schedule for Republic Solid Waste Contract**

Rates are based on the maximum of a 3% increase each year.

**Road Repair Schedule**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Road Repair Fee	\$ 300,000.00	\$ 309,000.00	\$ 318,270.00	\$ 327,818.10	\$ 337,652.64
	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
Road Repair Fee	\$ 347,782.22	\$ 358,215.69	\$ 368,962.16	\$ 380,031.02	\$ 391,431.96

**EXHIBIT K**  
**“INSURANCE REQUIREMENTS”**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers’ Compensation**

Coverage A  
Coverage B - Employers Liability

Statutory  
\$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 Combined – Single Limit  
\$3,000,000  
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  
Combined – Single Limit  
\$2,500,000 each occurrence  
\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City only to the extent of the negligence or willful misconduct of Contractor. 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, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker’s Compensation policy) except with respect to the negligence or willful misconduct of City. In addition, the following requirements apply:

The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor’s Indemnification of City herein. Coverage must be provided for Products/Completed Operations.

The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**Exhibit L**  
**“E-Verity Documentation”**

FORM K-2  
FEDERAL WORK AUTHORIZATION / E-VERIFY

Affidavit of Compliance with Section 285.525-285.550 RSMo  
For All Agreements in Excess of \$5,000.00  
Effective January 1, 2009

State of Missouri )

County of Cole )

SS

Before me, the undersigned Notary Public, in and for the County of Cole,

State of Missouri, personally appeared

Rick Graham, Allied Services, LLC - d/b/a Republic Services of Jefferson City  
(name), (name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company)

and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature Rick Graham

Name Rick Graham

Subscribed and sworn to before me this 17<sup>th</sup> day of July, 2015.

Megan A Welch  
Notary Public

My commission expires: 1-27-17



MEGAN A. WELCH  
My Commission Expires  
January 27, 2017  
Cole County  
Commission #13653071

