

This AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and KC Dumpster Company, LLC, a company in the State of MO, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, City desires to provide residential customers in the Lee's Summit area with solid waste services that are convenient by allowing use of areas of its Resource Recovery Park for drop-off residential customers of solid waste, yard waste, and household hazardous waste; and

WHEREAS, a vendor is still at the Resource Recovery Park for purposes of filling the landfill to capacity and yard waste receipt and sale, but said vendor will be off the premises for yard waste activity until the last day of public trash is received; and

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth in Paragraph 2 and as set out in the Request for Proposal #2019-032 and Service Provider's Response to Proposal 2019-032. The terms of the Request for Proposal # 2019-032 including but not limited to insurance requirements, are specifically incorporated by reference in this document as though fully set forth. Service Provider shall operate a Public Disposal Area for customers six days a week. Weekday hours are between 7:30 am and 4:00 pm. Saturday hours are between 7:30 and 3:00. Service Provider shall comply with all applicable state, local and federal regulations and laws, including but not limited to employment and environmental, in said operation. Failure to do so may result in a termination for cause of this Agreement.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2019-032 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. In addition to a public disposal area for solid waste, service Provider is specifically required to provide the following diversion or recycling services: Antifreeze Battery Oil and Paint (ABOP), Household Hazardous Waste (HHW), tires, electronic appliances, metal, clean lumber, yard waste, and mattresses. It is expressly understood that Service Provider may add additional recycling or diversion programs for solid waste and items such as clean concrete upon written approval of the City Manager and placing on file with the City Clerk the fees to be charged for such additional diversion programs. Any fees to be charged for such recycling or diversion programs shall be paid solely by individuals utilizing such service and may not be increased except as provided in Paragraph 6 of this Document and Section 11.2 of RFP 2019-032.
4. Staffing. At all times Service Provider shall have sufficient staff present at the Resource Recover Park (RRP) so that at no time are there fewer than two employees other than principles of Service Provider on site.
5. Additional reporting. In addition to the reports set out in the RFP and the Response thereto, Service Provider shall keep and maintain reports on diversion or recycling programs provided at the RRP including but not limited to mattresses and tires.
6. Compensation. It is expressly understood that these services shall be provided at no cost to City unless specifically authorized in a separate writing by the City Manager. Compensation will be paid to Service Provider through fees charged to customers bringing items to the Public Disposal Area or Recycling Areas at the Resource Recovery Park (RRP). Service Provider shall be limited to charging those fees set out Exhibit "G" which may be changed in accordance with Section 11.2 of RFP 2019-032, except that Service Provider may increase its charges, to be known as an "environmental recovery fee", for Household Hazardous Waste services to remain revenue neutral in the provision of this service. Revenue neutral shall mean that Service Provider is able to recover its actual costs to provide this service during the term of this Agreement. The City shall have the right to review financial records it deems necessary to determine if the fee charged for Household Hazardous Waste is revenue neutral. All pricing identified on Exhibit "G" shall be in effect for the stated agreement term except as provided specifically in this Paragraph and Section 11.2 of RFP 2019-032.
7. Services Provider shall provide signage at the Resource Recovery Park (RRP) and traffic control so that other services providers at the RRP may complete their work and the traffic generated by Service Provider under this Agreement shall not interfere with other providers' performance. Signage shall be similar in nature to what is presently on the RRP and in compliance with City Codes on same. Specifically, Service Provider shall not commingle any yard waste with yard waste of the current landfill operator or its subcontractor for such service.
8. The term of this Agreement shall be for a two (2) year period from _____, 2019 through _____, 2021. The City may at its option renew the Agreement up to one additional one-year term by giving written notice to the supplier. Services shall commence within twenty (20) days of notice that the PDA area and scale house are available for use by Services Provider.

9. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.
10. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

KC Dumpster Company LLC
Company Name


Company Authorized Signature

Owner 3-20-19
Title Date

R. Rody Taylor
Type or Print the Name of Authorized Person