AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered into this _____ day of November, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and WCA Waste Corporation, a Delaware Corporation, hereinafter referred to as "WCA," and with City and WCA being referred to collectively as the "parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, WCA desires to be engaged as the City's WCA for the purpose of collection and disposal of solid waste as described in its Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected WCA as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement is effective from April 1, 2021 to March 31, 2026, unless terminated as provided herein.

2. Scope of Work. WCA agrees to diligently perform in a professional and workmanlike manner the collection and disposal of solid waste as described in Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit A, and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, attached hereto and incorporated by reference as Exhibit B. Specifically, WCA's services include but are not limited to the collection and disposal of solid waste and curbside recycling services to all single-family residential dwellings within City's current and future corporate limits. WCA will provide all labor, materials, and equipment.

3. Payment. WCA will be compensated for the foregoing Scope of Work as described in Request for Proposal #101-2020 Solid Waste Collection Services and in WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. Specifically, WCA's fee schedule for years one and two of this Agreement is as follows: $11.38 for curbside trash per month per single-family residential dwelling. Customers may pay for additional carts for the price of $5.00 per month per cart. Customers may pay for curbside recycling for the price of $5.25 per month. WCA's fees will increase by 2% in year three, resulting in $11.61 for trash, $5.10 for additional carts, and $5.36 for recycling. WCA's fees will increase by 2% in year four, resulting in $11.84 for trash, $5.20 for additional carts, and $5.47 for recycling. WCA's fees will increase by 2% in year five, resulting in $12.08 for trash, $5.30 for additional carts, and $5.58 for recycling. In no event will City be liable for any failure to pay WCA.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. WCA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. WCA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Insurance. Without limiting any of the other obligations or liabilities of WCA, WCA shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of WCA to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of WCA to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with City within ten (10) days of the effective date and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin, 602 S. Main St., Joplin, MO 64801.

Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php) As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…Statutory coverage per RSMo 287.010 et seq

Employer's Liability Insurance…$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and no/100 Dollars ($1,000,000.00) for all claims to property arising out of a single occurrence

and at least One Hundred Thousand and no/100 Dollars ($100,000.00) to any one owner with respect to damages to property. WCA agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers, and agents, before payment of any award, damages, costs or attorneys' fees of WCA, its employees, officers, or agents. WCA agrees to cause its insurer to name City as an additional insured on such insurance policy, including City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and no/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, WCA shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. WCA shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect City through insurance against applicable hazards or risks and shall, upon request of City, provide evidence of such insurance.

e. Legislative or Judicial Changes. In the event the scope or extent of City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Agreement by legislative or judicial action, City may require WCA, upon ten (10) days written notice, to execute a contract addendum whereby WCA agrees to provide, at a price not exceeding WCA's actual increased premium cost, additional liability insurance coverage as City may require to protect City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

6. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

8. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, WCA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for WCA's reasonable attorney's fees and expenses.

9. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that

nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by WCA.

10. Certification of Non-Resident/Foreign Companies: WCA shall procure and maintain during the life of this Agreement a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo. and a certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

11. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

12. Compliance with laws. WCA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

13. Consequential Damages. In no event shall City be liable to WCA for special, indirect, or consequential damages.

14. Contract Documents. The contract documents shall consist of the following: this Agreement, Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Request for Proposal #101-2020 Solid Waste Collection Services, and WCA's Response to Request for Proposal #101-2020 Solid Waste Collection Services, Request for Proposal #101-2020 Solid Waste Collection Services will prevail.

15. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

16. Ethics. WCA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WCA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for WCA, any fee, commission, gift, or contingent fee.

17. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

18. Indemnification. WCA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury

or damage to the person or property of any person or persons whomsoever, whether such person or persons be WCA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

19. Non-Discrimination. WCA agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of WCA or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Rights and Benefits. WCA's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

22. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

23. Subcontractors. WCA shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as WCA is for the acts and omissions of persons it directly employs. WCA shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to WCA by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give WCA the same power regarding termination of any subcontract as City may exercise over WCA under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

24. Termination. City may terminate this Agreement, without cause, by giving WCA thirty (30) days' written notice of the same.

25. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR WCA

BY: _____
Randy Thompson, District Manager
Missouri, South District

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney