

AGREEMENT FOR JONESBORO RECYCLING SERVICES

TERMS AND CONDITIONS: In consideration of the fees to be paid herein, and other valuable and good consideration, the receipt of which is hereby acknowledged, the City of Jonesboro, a Municipal Corporation, does hereby contract and agree with Marck Industries, Inc. (also referred to as the Contractor) to have the Contractor perform the work referred to in the bid specifications attached and known as the Recycling Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** - This contract shall become effective upon acceptance by the City Council. The Mayor shall notify the Contractor of acceptance by the City and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written NOTICE TO PROCEED and an executed copy of the City's contract. Work shall not commence until the NOTICE TO PROCEED is issued.

2. **CONTRACT PERIOD**-This contract shall commence on or about July 1, 2024, and continue for two (2) years expiring June 30, 2026.

3. **RENEWAL OF CONTRACT** - By agreement of the parties hereto, this contract may be renewed in two (2) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a two (2) year period under the terms and conditions in force and effect at the renewal date.

4. **POST CONTRACT PERFORMANCE** - Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month-to-month basis for a period not to exceed six (6) months unless otherwise specified by the City.

5. **CHANGES IN SPECIFICATIONS**-The City reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days' written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties. In the event that the parties cannot agree as to the adjustment of compensation, the matter shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association. No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the City Mayor.

6. **COMPENSATION** - In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation in the amount of \$188.77

per ton of recyclable materials delivered for processing. Payment to the Contractor will be made by the City within thirty (30) days following receipt of an invoice for services rendered during the prior month. The invoice shall itemize the service rendered. Payment by the City of the invoice amount shall constitute payment in full for services rendered. Terms shall be net thirty (30) days cash if not otherwise stated by the Contractor in the bid. The City reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.

7. CONTACT PERSONS - The City Sanitation Department shall be the contact person on behalf of the City. The Contractor shall provide the Sanitation Department in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.

8. INSURANCE- Within fifteen (15) days of receipt of notice of ACCEPTANCE of bid, the Contractor shall provide written documentation of insurance coverage with the following conditions:

a. Worker Compensation - Covering all persons engaged in work related to this contract, directly or indirectly, to the full statutory limits established by the Arkansas Workers Compensation Act and any other applicable statute or law. Vendor shall adhere to OSHA Safety Standards.

b. Environmental/Pollution Liability (\$1,000,000) -All subcontractors shall provide insurance in the same manner as the Contractor and shall provide proof of same to the City.

The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the City for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents' negligence and/or intentional acts or omissions.

9. COMPLIANCE WITH LAWS - The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.

10. PERMITS AND LICENSE - Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

11. SUPERVISION -The Contractor shall personally superintend the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform

the work in a good and competent manner and in conformance with industry standards.

12. SAFETY - The City will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor's responsibility, the City's review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor's or subcontractor's liability and shall not constitute approval of safety precautions.

13. PROTECTION OF PROPERTY -The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.

14. DEFAULT- Should one or more of the following occur, the City at its sole option, may declare the Contractor in default and take such action as the City deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. Failure to provide insurance or keep such insurance in effect as required by this contract.
- b. Failure to timely perform any term or provision of this contract.
- c. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- d. Failure to perform the work required herein in a safe or competent manner.

Upon notice to the Contractor that the City has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the City. The City, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the City may require. The City reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the City, which satisfaction shall not be unreasonably withheld.

All remedies available to the City are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The City, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the City.

15. INDEMNITY -The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents,

volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assignees, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

16. NON-ASSIGNMENT-This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City Mayor.

17. NON-EMPLOYEE STATUS -The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees. The Contractor shall exercise all supervisory and general control of day-to-day operations, including the right to control over work duties, payment of wages, the right to hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.

18. EQUIPMENTINSPECTION -The City shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the City may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the City under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions.

19. INTERPRETATION OF CONTRACT-Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the City Attorney's attention. Any decision by the City Attorney and/or Mayor as to the intent of the City and interpretation of this contract shall be final.

20. SEVERABILITY - Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

21. INTEGRATION -This contract, together with the other bid documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

BID SPECIFICATION

1. **INTENT AND SCOPE** - Contractor shall provide sorting and sale of recycled items.
2. **SERVICE DESCRIBED** - Contractor must be able to accept unsorted materials every weekday of the month delivered by the City.
3. **Items to be recycled will include at least the following:**
 - a. Newspapers, magazines, catalogs, telephone books, paperback books
 - b. Cereal boxes, office paper, junk mail, cardboard boxes, brown paper bags
 - c. Aluminum and tin cans
 - d. Plastics No 1 & 2
 - e. Any other recyclable items that become marketable.

The City will provide a minimum amount of advertising along with publishing information on general recycling program rules, but makes no guarantee as to quantities to be collected.

Service under this contract is not intended for commercial, industrial and manufacturing enterprises.

4. **QUANTITIES** -The quantities of material picked up along the residential streets by the City vary considerably with the time of year. The City makes no guarantees or representations as to the actual quantities of recyclables which shall be delivered, sorted and sold under this agreement. If the Contractor desires to make a change in the list of items to be recycled, at least 30 days' written notice must be given to the City.
5. **REPORT**-The Contractor shall be responsible for providing the City with a monthly report and invoice showing relevant information as to quantities of recyclables received to justify the monthly charges. The Contractor will also provide a quarterly report detailing the services provided and the recycled materials processed.
6. **RIGHT TO MATERIALS**-Once the recyclables have been delivered by the City, the ownership thereof shall be the Contractor's. It shall be the Contractor's responsibility to dispose of same in a manner and fashion that complies with all local, state and federal laws and regulations.
7. **CONTAMINATION** – Loads received in which trash constitutes 15% or more of the load may be rejected by the contractor. The City will be responsible for removal and disposal of contaminated loads.
8. **HOLIDAYS** - Should a holiday fall on a day of scheduled delivery to vendor, it shall be the next following business day as directed by the Sanitation Department in order to coincide with trash pickup.

I hereby state that I have authority to enter this contract with the City of Jonesboro on behalf of the undersigned. The information I have provided is full, true and accurate. I have not offered anything to any agent of the City of Jonesboro to induce or attempt to induce acceptance of this bid. I agree and contract to provide the services set forth herein and comply with each and every term and provision this document.

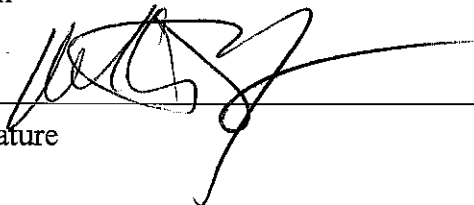
For the Contractor:

MIKE WILSON 05-10-24
Name (printed) Date

Vice President Marck Industries, Inc.
Title Firm Name

715 MAIN STREET CASSVILLE, MO 65625
Address City, State, Zip

MIKE @ MARCK.NET 870-718-4900
Email Phone


Signature

For the City:

Mayor Harold Copenhaver Date

Attested by:

April Leggett, City Clerk Date