BILL 2012-45

****** Second and Final Reading ******

AGENDA ITEM

TO: Mayor and City Council

FROM: Public Works Director

DATE: September 4, 2012

RE: **Solid Waste Contract**

The current Residential Solid Waste Collection Contract commenced October 1, 2006 and expires September 30, 2012. The new contract will run from October 1, 2012 to September 30, 2014 with an option for two extensions, each also two years in length.

Bids were advertised in July and at the August 22, 2012 bid opening a total of four bids were received. The Bid Tab is attached for review. The bid included weekly collection of unlimited solid waste containers for residential dwelling units, weekly collection of city facilities, weekly collection of seasonal park facilities, and a monthly curbside collection of large bulky rubbish. The contract also includes a provision that residents have the option to contract individually with the contractor to provide a seasonal weekly curbside collection of yard waste, as well as a permanent year round yard waste drop-off site for residents.

R & W Container has the current contract with a rate for each residential dwelling unit of $9.00 per month and $45.00 per ton for the monthly collection of large bulky rubbish. R & W Container was the low bidder and submitted a new bid price of $8.93 per residential dwelling unit, and $30.00 per ton for the monthly collection of large bulky rubbish.

R & W Container has satisfied all the requirements of the bid and submitted all the required bonds and documents. Additionally, R & W Container is the only local company and has provided good service the past six years.

Staff having reviewed all the bids recommends award of the 2012 Solid Waste Contract with R&W Container with the submitted price $8.93 per residential dwelling unit.

Bill 2012-45

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI TO ENTER INTO A CONTRACT WITH R & W CONTAINER FOR RESIDENTIAL WASTE COLLECTION

WHEREAS, the current contract for residential waste collection expires September 30, 2012; and

WHEREAS, the City of Cameron has solicited and received four (4) bids for residential solid waste collection, city facilities and bulky and large item collection; and

WHEREAS, following review of the bids received, Staff recommends entering into a contract with the local and low bidder, R & W Container, for collection commencing October 1, 2012.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI AS FOLLOWS:

Section 1. The City Manager is hereby authorized to enter into a contract with R&W Container, for the Solid Waste Contract all as per the agreement attached hereto and made a part hereof.

Section 2. The City Manager is authorized to execute any ancillary documents associated with this project.

Section 3. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 4. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

Passed and approved on first reading this 4th day of September 2012.
Passed and approved on second reading this 17th day of September 2012.
Passed and approved on third and final reading this 17th day of September 2012.

Second and Final Reading

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk/Finance Clerk

CITY OF CAMERON, MISSOURI
SPECIFICATIONS & CONTRACT
FOR RESIDENTIAL WASTE COLLECTION

THIS AGREEMENT, dated this _____day of _____2012, by and between the CITY OF CAMERON, MISSOURI, hereinafter called the "CITY", and **R &W Container** a corporation organized and existing under the laws of the State of Missouri, hereinafter called the "CONTRACTOR"

WITNESSETH:

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

TERM OF CONTRACT

This contract shall be in effect for a period beginning October 1, 2012 and terminating September 30, 2014. The City and the contractor shall have the right to amend the contract, by mutual agreement, where such amendment appears beneficial to both parties, such amendment(s) to be made at the end of each term of the contract. At the option of the City, the contract may be extended for a second term and, at the option of the City for a third term, at the negotiated price or prices submitted by Contractor for such second and third terms.

SCOPE OF SERVICES

1. During the term of this contract, the undersigned Contractor shall collect, transport and dispose of all residential solid waste (as defined in Chapter 5, Article III, Cameron City Code and Missouri State Statute) generated by the occupants of all dwelling units within the City of Cameron, Missouri, in accordance with the specifications and in compliance with the contract documents hereinafter enumerated. No commercial, industrial, institutional, or agricultural establishments shall be included in this contract.

2. Contractor shall furnish all labor, vehicles, tools, equipment, and all other facilities necessary to fulfill the terms of this contract, at no additional cost to the City.

3. Contractor shall provide a year round yard waste drop-off site and a seasonal weekly curbside yard waste collection for residents.

4. Contractor shall provide for collection of city and park facilities and large item bulky trash.

Second and Final Reading

TYPES OF ACCOUNTS

1. Residential Collections:

   a) Dwelling Units: shall mean, for the purpose of this contract, each single-family household, individual condominium units, or duplex which has an individual residential water and/or electrical meter hook-up and each trailer in a mobile home court;

      (1) Collection of unlimited solid waste containers shall be either at the curb or in the alleyway, no less than one (1) time each calendar week;

      (2) The number of units covered by this contract shall be determined by the number of dwelling units within the city limits and as by City collections, which is approximately 2,250 dwelling units;

      (3) Service shall be extended to all new or additional dwelling units immediately upon request for service by City. The Contractor shall provide this extension of service for the same unit price as specified. The number of dwelling units specified in this contract may also be reduced when it is determined by the City that such units are no longer generating solid waste;

      (4) Residential solid waste shall be stored in containers of not more than thirty-five (35) gallons nor less than twenty (20) gallons in capacity, and shall not exceed seventy-five (75) pounds in weight. Containers shall have handles or other suitable lifting devices and tapered sides for easy emptying.

2. City Facilities:

   a) Furnish and service no less than one (1) time each calendar week, a four (4) cubic yard (minimum) dumpster at the following locations:

      Airport - 11766 NE Hwy A
      City Hall – 205 N. Main
      Dog Pound - 521 S. Elm
      Electric Dept. – 208 N. Main
      Parks Dept. – 740 Tracey
      Public Safety – 101 W. 2nd
      Public Works – 101 E. 2nd
      Water Plant - 1100 W. 8th

3. Seasonal Public Parks:

   a) Furnish and service no less than one (1) time each calendar week, a four (4) cubic yard (minimum) dumpster at various locations in public parks throughout the City, not to exceed five (5) dumpsters;

   b) The Director of Public Works shall notify the Contractor in advance, of the months when Contractor shall make the seasonal pickup, approximately seven months, of solid waste generated at public parks;

   c) Payment will only be made during such seasonal period.

4. Large Item or Bulky Trash Pickup:

Second and Final Reading

a) The Contractor shall collect and remove all bulky rubbish on the second Friday of every month.

b) The Contractor understands and agrees that different types of equipment may be used and required to transport bulky rubbish which, because of its size or weight is not susceptible to being loaded and unloaded in vehicles described in this contract, but in no event shall such vehicles be operated without adequate cover or binding to prevent spillage of waste therefrom and in accordance with all applicable rules and regulations.

c) Payment shall be made each month in conjunction with the Residential Collections.

5. Yard Waste:

The collection of yard waste is not included or billed through this contract, but shall be offered as an additional service residents may contract directly for with Contractor. Contractor shall provide a seasonal weekly curbside yard waste collection for residents. Collection shall be completely separate from regular weekly collections. Contractor shall also provide a year round yard waste drop-off site for residents. The physical address of location of drop-off site shall be provided to City, and may require additional City Permits. Yard Waste shall mean, for the purpose of this contract, grass clippings, leaves, and bush and tree trimmings.

COLLECTION TIMES & ROUTES

1. Collection shall be made between the hours of 7:30 am and 5:00 pm, Monday through Thursday;

2. The City has an established schedule of four 'zones' that are collected on certain days. Schedule may not be amended or changed, which will cause change the pre-established pickup day for any dwelling unit.

3. Contractor shall forward to the Director of Public Works a route schedule of operation, within thirty (30) days after contract execution, showing the street address where he will commence pickups on a daily schedule and the route they will travel to completion.

4. The Contractor shall, follow this schedule as closely as possible. Exceptions may be made only when the Contractor has proved that it is not reasonably possible to service an existing route due to timing of extenuating circumstances such as emergencies, weather, or other unforeseen events. In any event, prior approval is required for any modification.

HOLIDAYS

The following are the approved holidays for which collection will not occur: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day. If a holiday occurs or falls on a regularly scheduled collection date, the collection ordinarily made on that day by said Contractor shall be made on the next

Second and Final Reading

succeeding day, it not being the intent of this agreement that the occurrence of said holiday shall not excuse the Contractor from making one (1) collection per week from each dwelling unit. The Contractor, along with notification by the City, shall publish changes in collection days due to holidays in advance in the local newspaper, or other media sources.

CONTRACTOR RESPONSIBILITIES

Contractor shall provide all facilities, equipment, personnel, and supervision as may be required to satisfactorily accomplish the provisions of this agreement, including, but not limited to:

1. Vehicular Requirements:

   a) All collection equipment vehicles shall be maintained in a safe, clean and sanitary condition;

   b) Said vehicles and equipment shall be compactor collection type trucks constructed, maintained and operated so as to not permit the contents thereof to blow, fall, leak, spill from said truck;

   c) Said vehicles and equipment shall be constructed with liquid-tight and water-tight bodies with covers which shall be an integral part of the vehicle, or the entire bodies thereof shall be enclosed with only loading hoppers exposed;

   d) Said vehicles must be hosed and cleaned daily and must be steam cleaned regularly;

   e) Contractor shall not use pup trailers, or trailers of any sort attached to other collection trucks, in the collection of solid waste;

   f) Carry evidence of a current State of Missouri Safety inspection;

   g) Shall not be overloaded, shall not unduly interfere with traffic, and shall not be left standing unattended in streets.

2. Pay all expenses incidental to the performance of the obligations and provisions of this agreement, including but not limited to, employee.

3. Be licensed to conduct business within the City.

4. The Contractor shall pick up and dispose of all refuse that has been strewn about in the immediate area by an animal or animals; created by weather conditions or strewn about during the collection process. The City will assist with animal control enforcement where repeated litter caused by animals occurs. Additionally, Contractor shall ensure that no litter or debris shall be left at any point after collection has been made.

5. Shall replace all lids securely back on to trash receptacles or place lid inside of trash receptacle.

6. Contractors Employees:

   a) The Contractor shall require employees to be courteous at all times, to work quietly and not to use loud or profane language and to obey all traffic laws. Each employee's clothing will be as neat and clean as circumstances permit. Shirts will be required at all times;

Second and Final Reading

b) The Contractor's employees shall follow the regular walks for pedestrians when on private property, shall not trespass or loiter on private property, and shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall always carry a valid driver's license for the type of vehicle he is driving;

7. The Contractor understands and agrees that some residents are handicapped because of age, injury, or sickness and are unable to place their residential waste at the curb; and in those special cases, Contractor agrees to make special arrangements to pick up. However, in no case shall Contractor or his appointed employees enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.

DISPOSAL

All solid wastes collected, by the contractor, for disposal shall be immediately hauled to a site or sites or facility or facilities legally empowered to accept it for treatment or disposal. No solid waste which has been collected by the Contractor shall be kept, stored or maintained within the city limits of the City beyond 8:00 p.m. on the day it was collected. All trash collected from private dwelling units and solid waste from City Facilities and Seasonal Public Parks shall be removed to a licensed landfill or licensed transfer station. If stored in a transfer station, then all solid waste must eventually be deposited in a licensed landfill. The City of Cameron is a member of the Region D Recycling and Waste Management District and does have preference for waste to be deposited in a licensed landfill located within the Region D Solid Waste District.

INSURANCE & BONDS

1. General Bonds & Insurance Requirements:
   All insurance policies, bonds and or other sureties herein provided for shall specifically name the City of Cameron, Missouri as additional co-insured except as otherwise may be specified, and said insurance shall be carried in a firm or corporation, which has been duly licensed or permitted to conduct such business in the state of Missouri. Such insurance shall be maintained in force during the full term of this contract. A certified copy of such insurance policy or policies shall be filed with City of Cameron, Office of the City Clerk, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without thirty (30) days prior written notice given to the City.

2. Performance & Indemnity Bond(s):
   Contractor shall furnish to City, and maintain during the term of the contract, a performance bond or certified check, or other security payable to the City of Cameron, in the amount of $50,000.00 during the term of this contract. Such bond or deposit must be furnished to the City of Cameron; City Clerk's Office no later than fifteen (15) days prior to the effective date of this contract or renewal thereof and current updated certificates shall thereafter be furnished to said office throughout the term of this contract.
   a) Performance and Indemnity bond(s) shall name the City as a beneficiary or payee and shall contain specific and satisfactory provisions as may be determined by the City, for the calling and forfeiture of said bonds by the City for non-performance or unsatisfactory performance of the provisions of this contract, including but not necessarily limited to:

Second and Final Reading

(a) frequent or routine failure to provide the service(s) as herein agreed, for any reason, excepting impossibility; and

(b) failure to refusal to comply with federal, state or local laws, rules or regulations or the provisions of this agreement.

3. Liability Insurance:
   Contractor shall obtain and maintain liability insurance during the term of this contract, at his expense for all duties associated with this contract in the amount of $2,303,326 per occurrence and $345,499 per person.

4. Workmen's Compensation:
   Contractor shall furnish City with adequate evidence that Contractor has obtained and is maintaining during the full term of the contract; at Contractors own expense, Workmen's Compensation insurance as prescribed by the laws of the State of Missouri.

INDEMNITY

Contractor shall indemnify and hold harmless City from any liability, loss, claim, damage or cause of action which may be sustained or asserted against said city as the result, directly or indirectly or in any manner, of the performance or failure of performance on the part of the Contractor or any of their employees, agents, or other third persons.

PENALTIES

1. Contractor shall pay the sum of Four Hundred Dollars ($400) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the contract documents, which said damages shall be deducted from any sums of money that may be due or shall become due to the Contractor under this agreement, and Contractor shall further pay as liquidated damages the sum of Twenty Five Dollars ($25.00) for each dwelling unit pickup, which after investigation by City, has been determined by it to have been missed on any collection day; provided however, that Contractor shall not be required to pay said amount for a missed collection point if a pickup at any such pickup point is made within 24 hours of the appointed pickup date, and provided further that Contractor shall not be required to pay said amount, as hereinabove provided, if such failure shall be caused by fire, riots, civil commotion or acts of God by acts beyond the control of Contractor including fire, riots, civil commotion of acts of God so long as pickup is performed within a reasonable length of time. Nothing in this paragraph shall excuse said Contractor from making a weekly pickup from all residences.

2. Contractor shall pay the sum of $100.00 as liquidated damages to the City for each violation of the Holiday Schedule.

3. In the event that Contractor shall fail or refuse to perform his duties and obligations as provided herein or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under any Chapter of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of its trucks or equipment vehicles and other facilities used in connection with the performance of the work under any execution against Contractor; then in such events, City may, at its option declare the contractor to be in breach of

Second and Final Reading

his agreement and upon five (5) days written notice declare same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

ASSIGNMENT

This contract shall not be assignable or transferable by Contractor, nor shall a subcontractor for Contractor perform any services without the prior written consent of City.

The Contractor shall not offer residential solid waste collection services to any dwelling unit, in the City of Cameron, outside of this contract.

COMPLIANCE WITH LAWS

The parties of this contract agree that the laws of the State of Missouri shall govern the validity, construction, interpretation, and effect of this contract. Contractor shall comply with the provisions of the applicable solid waste legislation of the State of Missouri, the rules and regulations promulgated thereunder, and all applicable ordinances, rules and regulations of this City. The contractor shall meet all the requirements of the above legislation and regulations, including any subsequent changes.

REPORTS TO THE CITY

1. Every day a collection route is scheduled, the collection supervisor shall check with the front counter at City Hall to receive reports of missed or improper collections and to report resident violations.

2. The contractor shall submit an accurate report each month, to the Director of Public Works, the amount of the previous month's dwelling unit and solid waste from City Facilities collected both as a tonnage and volume figure and a report of all complaints received and the disposition thereof.

CITY CONTACT PERSON

The contact person for the City shall be the Public Works Director for the day-to-day operations.

CONTRACTORS LOCAL CONTACT

The Contractor shall establish and a local office or maintain a local or toll free telephone number through which the City may contact the Contractor, for where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones for such service and shall have a responsive and responsible person or persons in charge during normal business hours, (8:00 am – 5:00 pm, Monday through Friday).

PAYMENT FOR SERVICES

Second and Final Reading

In consideration of the full and complete performance of this contract by Contractor and all of the work and services to be performed hereunder, in conformity with the terms and conditions of this agreement, City shall bill and collect the monthly sanitation fee from each residential dwelling until provided service hereunder. All such fees so collected in a given month shall be paid to the Contractor on the 10th day of each month for services of the prior month.

LIST OF TYPE OF EQUIPMENT

Provide a detailed list of all equipment, including weight, make, model, and any modifications, on all equipment proposed to fulfill all aspects of this contract. If during the term of this contract, a different piece of equipment other than those listed with bid is desired for use, prior approval from the City of Cameron is required.

NOTICES

Notices required by the terms hereof to be given to a party shall be in writing and shall be either delivered to the person hereinafter named or described or delivered to the United States mails, postage pre-paid and certified for delivery to the person hereinafter named or described, to-wit:

CITY	CONTRACTOR
City of Cameron	R & W Container
Attention City Manager	Attention Pat Watkins
205 N. Main	7400 N. W. Sale Barn Road
Cameron, MO 64429	Cameron MO, 64429

Second and Final Reading

CONTRACT RATES

The City shall pay the Contractor as just compensation for the performance of this contract the following amounts as submitted by the Contractor on his Bid Proposal:

1. City shall pay to Contractor the sum of $ **8.93** per month, per unit, *(Eight Dollars & Ninety-three Cents)* for the period of October 1, 2012 to September 30, 2014 and

2. City shall pay to Contractor the sum of $ **0.00** per month, *(Zero)* to pick up and dispose of waste generated at the City Facilities and

3. City shall pay Contractor the sum of $ **0.00** per month, *(Zero)* to pick up and dispose of seasonal waste generated at the Public Parks and

4. City shall pay to Contractor the sum of $ **30.00** per ton, *(Thirty Dollars & Zero Cents)* for the collection and disposal of large bulky rubbish.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first-above written, the City of Cameron with authority of its City Council and Contractor in person or if incorporated by authority of its Board of Directors.

CITY OF CAMERON, MISSOURI

BY:

_____

CITY MANAGER *Date*

ATTEST:

_____

CITY CLERK *Date*

SOLID WASTE CONTRACTOR

BY:

_____

OWNER *Date*

Second and Final Reading