AGENDA ITEM

TO: Mayor and City Council

FROM: Drew Bontrager, Public Works Director

DATE: August 16, 2010

RE: **Solid Waste Contract**

The current Residential Solid Waste Collection Contract, with R & W Container, expires September 30, 2010. The original contract contained a provision for an additional two terms, each two years in length, with the original contract commencing October 1, 2006.
The Council did amend the Contract last year to include a four day collection cycle, an addition of monthly large item and bulky rubbish pickup, and eliminating the yard waste collection.

Current contract rates are $8.08 per month for each residential dwelling unit and $45.00 per ton for the monthly collection and disposal of large bulky rubbish. R & W has submitted a new price of $9.00 per residential dwelling unit, and no increase for the monthly collection and disposal of large bulky rubbish, for the second and final extension or third term of the contract.

The Solid Waste Committee felt this was a fair price, as the bids from over four years ago ranged from $8.50 to $13.00 per residential dwelling unit. In addition, overall complaints have decreased over the past couple years and R & W Container does have a local office.

The Solid Waste Committee also reviewed the changes made last year and recommends continuing with the monthly large item and bulky rubbish pickup, at no additional cost to residents for another two years.

The previous seven years of a spring and fall large item collection averaged approximately 124 tons annually. With nine months history of monthly collection, the trend should average about 154 tons annually or an increase of 30 tons annually.

Solid Waste Committee and Staff recommend approval of the second and final extension of the contract with R & W Container with the submitted price increase of $0.92 per residential dwelling unit. At the end of the contract extension the City will go out to competitive bid again.

Bill 2010-46 Ordinance

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 City of Cameron and R&W Container entered into a two-year contract for residential solid waste collection on October 1, 2006; and

WHEREAS, the current contract was extended for the first two-year term on October 1, 2008 and amended September of 2009; and

WHEREAS, following review and revision of said contract and prices, the Solid Waste Committee & Staff recommend entering into the second two-year contract extension R & W Container at the negotiated price of $9.00 per residential dwelling unit.

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 Residential Waste Collection all as per the agreement attached hereto and made a part hereof.

Section 2. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature.

Read two times, passed and approved this 16th day of August 2010.

_____
Mayor Dennis M. Clark

Attest:

_____
City Clerk

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

THIS AGREEMENT, dated this 16th day of August 2010, 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", extends the original contract, dated October1, 2006, to the third and final term of this Contract.

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, 2010 and terminating September 30, 2012. 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 brush drop-off site for residents.

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.

b.) Pick-up of Yard Waste is not included in this contract. Yard Waste shall mean, for the purpose of this contract, grass clippings, leaves, and bush and tree trimmings.

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 of solid waste generated at Public Parks;

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

4. Large Item or Bulky Trash Pickup:

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.

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 and Contractor shall mutually agree upon an established schedule of 'zones' that are collected on certain days. Said schedule may not be amended or changed, which will cause to change the pre-established pickup day for any dwelling unit without four (4) weeks written notice to the Director of Public Works.

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 he 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, breakdown, 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, Memorial Day, Independence Day, Labor 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 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.

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 his 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;

   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 pick up and remove it from the front step. 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.

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 Clerks 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:

(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 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

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.
The new $9.00 rate shall become effective on the City of Cameron's November 1, 2010 billing cycle.

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

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 **$ 9.00** per month, per unit, *(nine dollars and zero cents)* for the period of October 1, 2010 to September 30, 2012 and

2. City shall pay to Contractor the sum of **$ No Charge** per month, *(No Charge)* to pick up and dispose of waste generated at the City Facilities.

3. City shall pay Contractor the sum of **$ No Charge** per month, *(No Charge)* to pick up and dispose of seasonal waste generated at the Public Parks.

4. City shall pay to Contractor the sum of **$ _45.00 _____** per ton, *(forty-five dollars and no 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*