

BILL NO.: 4561

ORDINANCE NO.: _____

Introduced by: Council Present

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CITY CONTRACTOR AGREEMENT WITH ALLIED WASTE SERVICES FOR RESIDENTIAL SOLID WASTE COLLECTIONS

Now, Therefore, Be it ordained by the City Council of the City of Berkeley, Missouri, as follows:

Section 1: The Mayor is hereby authorized to enter into and execute the attached City Contractor Agreement with Allied Waste Services for residential solid waste, recyclables, yard waste, and bulk collections, for a period of five (5) years.

Section 2: The attached contract is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3: This Ordinance shall be in full force and effect from and after its passage.

1st Reading this _____ day of _____ 2017

2nd Reading this _____ day of _____ 2017

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2017

Theodore Hoskins, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Kirkland	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Mathison	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman-at-Large McDaniel	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___



**CONTRACT
BETWEEN THE CITY OF BERKELEY, MISSOURI
AND
ALLIED WASTE SERVICES
FOR
COLLECTION AND DISPOSAL
OF HOUSEHOLD TRASH, RECYCLABLES, YARD WASTE AND BULK TRASH**



THIS AGREEMENT for the collection and disposal of household trash, recyclables, yard waste, and bulk trash, entered in as ordinance on _____, **2017**, as of this 1st day of October, 2017, by and between the CITY of Berkeley, Missouri, a municipal corporation in the State of Missouri (hereinafter referred to as "CITY") and Allied Waste Services (hereinafter referred to as "HAULER"), This contract is an exclusive contract to one hauler. **Ord. # _____**

WITNESSETH:

That for, an in consideration of payments and covenants hereinafter mentioned to be made and performed by the resident of Berkeley, HAULER hereby covenants and agrees during the contract period stated herein to collect and dispose of household trash, recyclables, yard waste, bulk trash, and white goods to all single-family residential households within the City of Berkeley.

ARTICLE 1: CONTRACT PERIOD

- 1.1 This agreement shall cover a five (5) year period commencing October 1, 2017 and ending September 31, 2022, with additional option years, at the sole discretion of the city, unless terminated earlier. All trash services shall be in conformance to the St. Louis County waste code requirements. The hauler shall provide the City with a copy of their St. Louis County Waste Hauler License.
- 1.2 In the event of a material breach of this agreement by either party, the non-breaching party may terminate this agreement in addition to exercising any and all other rights and remedies at law or in equity.
- 1.3 A waiver in connection with any breach or event of default on the party of the CITY or HAULER shall be limited to the particular event so waived and shall not be deemed to waive the same or another default or event of default in the future.
- 1.4 HAULER shall not be held to strict performance of this contract according to its terms in the event that performance is rendered impossible by an act of God, civil riot, war activity in the area served, terrorist act, or the destruction by a sudden destructive violent force of equipment of HAULER deemed to be beyond the control of the HAULER.

However, if such impossibility of strict performance continues beyond a period of Thirty (30) days, the CITY shall have the right to cancel the contract without notice and to enforce the provisions of the performance bond. In the event such impossibility to perform shall occur for a continuous period of more than Thirty (30) days and the CITY does not exercise its right to cancel the contract and the HAULER shall resume provision of

services under this agreement, waiver by the CITY of its right to cancel this contract shall not be construed as a waiver of its right to cancel this contract during any subsequent period for such impossibility to perform.

- 1.5 HAULER shall not assign this agreement or sublet any portion of the work provided herein to any entity without the prior written consent of the Mayor and City Council of the City of Berkeley. Such consent shall not be unreasonably withheld by CITY. Appliance Recyclers will be acceptable as a third party for pick up of appliances from residents of the City of Berkeley, subcontracted through Allied services LLC. Allied Waste will provide insurance coverage for all third party subcontractors.

ARTICLE II: SCOPE OF SERVICES

- 2.1 HAULER agrees to provide all manpower and equipment necessary to provide for the collection and disposal of all solid waste as defined in this agreement.
- 2.2 Unless otherwise specified in this agreement, the meaning given to terms and conditions within this agreement shall be as prescribed and written as is in the request for proposal.
- 2.3 The following terms and conditions are expressly defined and shall have the meaning ascribed to them in this contract:

Bulky Items – Furniture, televisions, and other household goods, exclusive of appliances.

Collection – Collection of household trash, recyclables, bulk, and yard waste at one location at the curb fronting each resident in a container provided by the HAULER and limited to said container.

Demolition and Construction Waste – Waste materials from the construction or destruction of residential, industrial, or commercial structures.

Disposable Solid Waste Container – Disposable plastic bags with a capacity of 20 to 35 gallons specifically designed for storage of solid waste, this does not pertain to recycle material. But, must be placed in HAULER supplied container to be serviced.

Disposable Yard Waste Container – Disposable Kraft paper bags with a capacity of 20 to 35 gallons specifically designed for storage of yard waste.

Hazardous Waste – Any waste or combination of wastes, as determined by the Missouri Hazardous Waste Management Commission by rules and regulations, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a present or potential threat to the health of humans or other living organisms (subsection 260.360(9) or the Missouri Hazardous Waste Management Law) and as amended.

Household Trash – Unwanted or discarded waste materials in a solid or semi solid state, including but no limited to garbage, ashes, rubbish, dead animals 60 lbs or less, and other solid waste resulting from the maintenance and operation of residential dwelling units.

Recyclables – Materials from the solid waste stream that may be reprocessed and reused as a manufacturing resource to include, at a minimum, newspapers, magazines, cardboard, aluminum cans, tin-coated steel cans, glass bottles and jars, and plastic bottles collected at the curb fronting each resident; or other items as specified by HAULER.

Single-Family Dwelling – All single-family residential structures and all condominium units, including those that utilize commercial dumpster containers.

Trash Containers – HAULER owned containers used by residents to store solid waste during the interval between solid waste collections.

White Goods – Large household appliances consisting of refrigerators, freezers, clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, ranges, stoves, wood stoves, and air conditioners that can be easily and safely handled by two men and do not exceed 16 cubic feet of total volume or 100 pounds in weight, all in conformance to HAULER guidelines.

Yard Waste – Bagged or bundled grass clippings, leaves, tree trimmings and limbs, garden vegetation, flowers, Christmas trees, and pieces of wood collected at the curb fronting each resident all in conformance to HAULER guidelines.

- 2.4 EQUIPMENT & VEHICLES – HAULER shall furnish all necessary vehicles and equipment, which shall be substantial, non-leak able, and metallic vehicles and trucks provided with tops or coverings to prevent the spilling or leaking of materials and to conceal the contents of such vehicle from view. Said vehicles shall be kept covered or closed at all times except when being loaded or unloaded. All such vehicles shall:
- a) Carry evidence of a current State of Missouri Safety inspection and any other licenses required as a condition of doing business by the County Department of Health or the Missouri Department of Natural Resources.
 - b) The gross vehicle weight of the trash truck vehicles shall not exceed legal limits as provided by State or St Louis County.

HAULER shall provide the CITY with a listing of all vehicles to be utilized within the CITY for purposes of fulfilling this contract and shall keep such list current. The Director of Public Works shall have the right to inspect such vehicles from time to time, as he may deem appropriate to verify compliance with this section.

2.5 COLLECTION FROM CITY FACILITIES

HAULER shall furnish sufficient trash and recyclables containers to all public buildings owned and operated by the CITY and shall empty all such containers at least twice-per-week or more often as may be necessary and directed by the Director of Public Works.

(Two) Cubic yard container or larger for trash and recycle provided at the following locations:

Address	Facility	Location
6064 Madison	Public Works	Adjacent to the Building (Two Totes)
6120 Madison	Civic Center	Directly across the Street on parking lot
5910 N. Hanley Rd	City Garage	Side Lot by gate
9265 Natural Bridge	Fire House 2	Front Southwest Corner
6213 Washington	Jackson Park	(hold for a future location)
Frost & Independence	Independence Park	(hold for a future location)
8049 Radian	Ramona Lake	Located off Springdale Ave, By Pavilion
8425 Airport Rd	City Hall	Located on NW corner of side parking lot
8401 Airport Road	Fire House 1	North side of Building
8340 Frost Ave	Police Dept.	Rear parking lot

COLLECTION OF BULKY ITEMS

HAULER shall provide for the collection of bulky items from all households within the CITY, paid by the INDIVIDUAL on a QUARTERLY basis, and included in the base service. The service will provide a two (2) item per month pick up with weight conformance with the HAULER guidelines (150lbs). Construction Material that fits into the 30-gallon resident container or the Contractor provided container, will be collected. If a resident has additional construction material, a cost of \$50.00 per pick-up load will be assessed. This charge may be adjusted for cost increases though out the life of the contract, but not to exceed \$80.00 per pick-up load.

2.6 WHITE GOODS

HAULER shall provide for the collection of white goods from all households within the CITY at least once-per-month. The individual shall make an appointment for the collection of white goods and the cost is included in the base service.

2.7 COLLECTION OF YARD WASTE

HAULER shall provide for the collection of yard waste from all households within the CITY once-per-week during the calendar year.

The residents must place yard waste at the curb in disposable Kraft paper bags or containers. Plastic bags may not be used for disposal of yard waste.

Bundles of branches must be no more than 4' in length and 24" in diameter.

An unlimited number of paper bags, containers, or bundles may be picked up at any one-collection time.

2.8 RECYCLING

HAULER shall collect recyclables from all homes in the CITY. Such collection shall take place on the same day as the resident's scheduled trash pick up and shall occur once a week. Collection shall be from containers provided by the HAULER for that purpose.

It shall be considered a breach of contract to dispose of items collected as part of the recycling program in a sanitary landfill.

2.9 HOUSEHOLD GOODS

HAULER shall provide collection and disposal of household trash from containers provided by HAULER in the size of 95-gallon capacity, service shall be limited to the container. Collection shall be by schedule approved by the CITY once-per-week. Collection shall be curbside.

2.10 MISCELLANEOUS PROVISIONS

- a) No collections shall be required on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The HAULER shall provide for an alternate schedule for collection of all household trash, recyclables, and yard waste if missed due to one of the above holidays. The CITY shall approve such alternate schedule in advance. Saturday pick-ups are allowed. When a holiday falls during the week before a scheduled pickup, the pickup will be a day in the arrears.

- b) Upon being notified of a missed collection by a resident, HAULER shall provide for collection of all items within 24 hours of receipt of the notification. The HAULER shall provide the CITY with a written summary of all service concerns, including the service address, on a monthly basis.
- c) In the collection of household trash, recyclables, bulk items and yard waste, HAULER and its employees shall not place the same upon or suffer the same to be placed or scattered upon any public or private street, alley, drive or public or private place or property and agrees to replace any receptacle, can or lid damaged by HAULER or its employees and upon collection to leave the premises in a neat and clean condition.
- d) No collections shall begin prior to 6:30 a.m. or end later than 6:00 p.m., without the prior written consent of the CITY.
- e) HAULER shall submit accurate reports reflecting the total volume or weight of household trash, the volume, or weight of recyclables and the volume or weight of yard waste collected within the CITY. Such reports shall be filed with the CITY no less often than quarterly.

- f) HAULER will implement a toll-free local customer service number for residents of the CITY. This number will be published in the HAULER'S advertising and community relations' information prior to the implementation of the contract, the cost of which shall be borne by the HAULER. HAULER shall provide copies of its advertising and community relation's information to the CITY for its review prior to its dissemination. HAULER will distribute informational flyers as part of its public education program or other suitable similar methods. HAULER will also publish an e-mail address as an alternative means of communication for residents of the CITY.
- g) The HAULER will check in with the City daily to collect any issues that might arise (missed pick-ups, etc) prior to 12:00 noon on each collection day, HAULER shall have a representative contact the designated CITY representative to receive and resolve all concerns regarding collections missed on that date. Any missed pick-up prior to 12:00 noon will be rectified on that same day, any call after 12:00 noon will be rectified prior to 12:00 noon the next day.
- h) (Storm Damage), the HAULER will provide to the CITY, Twenty (20), thirty (30), or forty (40) cubic yard containers placed at CITY designated sites for removal of any material caused by storm damage. The HAULER will bill the CITY in the amount of \$100 dollars per haul plus \$30 per ton for removal of any and all solid waste, and \$450 per haul and disposal of yard waste. These costs may be adjusted throughout the term of this contract with proper notification to the CITY.

ARTICLE III: INSURANCE

3.1 PERFORMANCE BOND

Prior to execution of this contract, HAULER shall provide a Performance Bond issued by a reputable surety satisfactory to the CITY in an amount of \$50,000 or 25% of annual billing whichever is greater. During the term of the Contract, HAULER shall update the bond as necessary to reflect any change in the number of single-family dwellings and/or unit prices. Said bond shall be in the favor of the CITY and shall guarantee the faithful performance of all the terms and conditions of this contract and all applicable state regulations regarding the collection and disposal of household trash, recyclables, bulk items, and yard waste. Further, that said bond secures the CITY against HAULER permitting any nuisance to be created and holds the CITY harmless by reason of any suit, claim, or demand growing out of the collection and disposal of household trash, recyclables, bulk items, and yard waste by HAULER under this contract.

3.2 INSURANCE COVERAGES

HAULER agrees to obtain and keep in force during the life of the contract the following types of insurance with an insurance company licensed to do business in the State of Missouri:

- a) Worker’s Compensation Insurance per the statutory limits in the State of Missouri;
- b) General Liability Insurance in an amount equal to the current sovereign immunity limits of the State of Missouri;
- c) Automobile Liability Insurance on any and all vehicles utilized by HAULER in performance of this contract, including leased and owned vehicles in an amount equal to the sovereign immunity limits of the State of Missouri

Further, the CITY is to be an additional named insured on all such policies. In the event any insurance policy required herein is cancelled, HAULER shall notify the CITY thirty (30) days prior to such cancellation and provide evidence of continuing coverage.

HAULER agrees to indemnify and hold harmless the CITY from any liability, claim, damage, or cause of action, which may be asserted or sustained against the CITY as the result, either directly or indirectly, or in any manner, of the performance or failure of performance on the part of the HAULER.

3.3 COMPLIANCE WITH LAW

HAULER agrees to comply with all applicable laws including ordinance of the CITY, environmental or waste disposal laws enacted now or in the future by the United States of America, the State of Missouri, or any other state having jurisdiction because of the collection, removal or disposal of household trash, recyclables, bulk items and yard waste from dwellings within the CITY. HAULER will indemnify and hold harmless the CITY from all damages, fines, or penalties that may arise from violation of such laws by conduct of HAULER pursuant to this agreement.

ARTICLE IV: COMPENSATION FOR SERVICES

4.1 In consideration for services provided in accordance with this section, the INDIVIDUAL shall pay to HAULER a QUARTERLY fee upon receipt of invoice based on following:

City of Berkeley, Missouri

Residential Solid Waste Collection

ITEMIZED BID

BASE BID	10/01/17 09/30/18	10/01/18 09/30/19	10/01/19 09/30/20	10/01/20 09/30/21	10/01/21 09/30/22
Curbside Service					
Residential Solid Waste Collection (Monthly Cost)	\$21.67 Per Month	\$22.43 Per Month	\$23.22 Per Month	\$24.04 Per Month	\$24.89 Per Month
Residential Yard Waste Collection	Included Per Month	Included Per Month	Included Per Month	Included Per Month	Included Per Month

Residential Recyclable Collection	Included Per Month	Included Per Month	Included Per Month	Included Per Month	Included Per Month
95 Gallon Refuse Container	Included Per Month	Included Per Month	Included Per Month	Included Per Month	Included Per Month
Residential White Goods	Included Per Month	Included Per Month	Included Per Month	Included Per Month	Included Per Month
TOTAL BASE BID	\$21.67 Per Month	\$22.43 Per Month	\$23.22 Per Month	\$24.04 Per Month	\$24.89 Per Month

Optional Resident Service: (to be added to base rate)

Backdoor Collection	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month
Additional 95 gallon refuse container	\$3.00 Per Month	\$3.00 Per Month	\$3.00 Per Month	\$3.00 Per Month	\$3.00 Per Month
Additional Collection for 2x per week	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month	\$16.00 Per Month
Senior Citizen Discount Rate (62 and older / 30%)	\$15.17 Per Month	\$15.70 Per Month	\$16.25 Per Month	\$16.82 Per Month	\$17.41 Per Month
Permanently Disabled Citizen Discount (30% discount)	\$15.17 Per Month	\$15.70 Per Month	\$16.25 Per Month	\$16.82 Per Month	\$17.41 Per Month

CITY reserves the right to extend this exclusive contract beyond the original term of 9/30/2022, so long as the hauler is meeting or exceeding all the terms and service levels of said contract. All extensions will be based upon mutual agreement between either party at rates to be negotiated at said time.

SCHEDULE

Will be approved by the City Manager, a brochure will be sent to the residents to inform them of pickup day and holiday schedule along with guidelines for service.

- Wednesday: Yard Waste pickup for the entire City of Berkeley
- Thursday: Regular Trash and Recycle pickup for all homes North of Airport Road
Bulk Items for entire City of Berkeley by appointment only
- Friday: Regular Trash and Recycle pickup for all homes South of Airport Road

White Goods: Pick up on Tuesday or Friday for the entire City of Berkeley, by appointment only. Resident must call to schedule by Wednesday.

Severe inclement weather will be considered a holiday schedule.

CONTAINERS

Delivery to all of our customers, AT NO ADDITIONAL COST, a container of size of 95 gallon, with lids and wheels, for solid waste. A second container if chosen by the resident will be charged a rental fee of \$3.00 per month. The initial container will be delivered at no charge and will have no monthly fees or rental. Additional containers or exchanged containers will have a \$25 delivery fee unless container exchange is due to HAULER error. Damage to containers due normal wear and tear, nature, or non-homeowner vandalism will not be charged for replacement.

ADVERTISEMENT

The Solid Waste Collection Hauler shall provide adequate publicity to all residential dwelling units within the City of Berkeley as to the change over of collection service prior to the initiation of said service. This publicity shall include, publication and distribution of one (1) issue of the City's monthly community newsletter, and at least one mailing to each residential dwelling unit within the corporate limits of the City of Berkeley indicating the date of change over, the day of collection for the three types of collection, what items are collected and how they are to be stored, and the telephone number of the contractors office where questions or complaints can be handled. Such publicity shall be approved by the City Manager, prior to distribution or publication.

BROCHURE

The Solid Waste Collection Hauler will be required to provide for the printing and distribution of 5,000 "City of Berkeley Residential Guide to Trash Collection," giving instructions about the collection program and providing education material concerning the collection of solid waste, yard waste and recycle materials. The City will work with the Contractor in developing the content of this publication. Printing and distribution of the 5,000 brochures will be required at the beginning of each year of the contract.

LAWS

The contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in Berkeley's code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The contractor shall at all times comply with all ordinances and regulations of St. Louis County, and any rules and regulations issued by the State of Missouri.

FINES

Should the contractor miss the collection of any solid waste from any customer within the City of Berkeley and fail abate within twenty-four (24) hours of notification then a credit of five dollars (\$5.00) per missed collection will appear on the next bill sent to the customer. The contractor will verify the missed collection and keep a record of the same, which shall be provided to the City within ten (10) days after the end of each month.

PAYMENT FOR SERVICE

Billing Run Date and Invoice Frequency

Customer invoices will be generated the 15th of the month prior to the first day of pre-bill service. All additional unbilled service will be scheduled and billed monthly. All homeowners will be responsible for paying the allotted Haulers bills. Renters should refer to their owners.

Customer Payment Due Date and Late Fee Assessment and Assessment Date

Customers payment due dates will be 25 days from the invoice date.

Late Fee Rates

In Missouri, the late fee assessment is .9% per annum or the maximum amount allows under Missouri law of the past due balance.

Service Interruption Fee Assessment and Assessment Date

Customer’s service is interrupted if their invoice for services remains unpaid 60 days after the invoice date, provided the customer has not notified the Company of a dispute regarding the quality of services provided or the amount billed for the services. Upon interrupting service, a service interruption fee is assessed. The service interrupt fee amount is currently at \$35.

TERMINATION

City reserves the right to terminate this contract, which includes the provisions of the request for proposal, and the rights and privileges of hauler in the event that hauler:

1. Violates any material provision of this contract or City ordinance, except if such violation is without fault or through excusable neglect: or
2. Fails to provide or maintain in full force and effect, the liability indemnification coverage or performance bond as required herein; or
3. Frequently violates any reasonable orders or ruling of any regulatory body having jurisdiction over company relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by company as authorized by law; or
4. Hauler attempts to evade any provisions of this contract: or
5. Hauler becomes insolvent, placed in receivership, is unable or unwilling to pay its debts, or is adjudged bankrupt.

FUEL

- c) In the event that new tax or fee is imposed by virtue of federal, state, or local legislation or the average annual price of diesel fuel increases beyond (\$5.00) five dollars per gallon, the CITY and HAULER agree to discuss in good faith the financial impact of such new cost and what change, if any, is warranted in the rates to be paid by resident of CITY to HAULER.

4.2 In the event of an annexation by the CITY, HAULER shall offer services to all single-family residential dwellings within said annexation area at the aforementioned rates upon 30-days notice.

IN WITNESS WHEREOF, the CITY OF BERKELEY, Missouri and Allied Services LLC designate this agreement to be duly executed by their respective representatives on this day of 2017.

FOR: ALLIED SERVICES LLC

FOR: CITY OF BERKELEY, MO

Casey Powers
General Manager

Theodore Hoskins
Mayor

(SEAL)

(SEAL)

STATE OF MISSOURI)
)SS
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2017, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the General Manager for Allied Waste Services, a Corporation in the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of Allied Waste Services and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in the County and State aforesaid the day and year first written above.

(SEAL)

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2012 before me personally appeared, Theodore Hoskins to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Berkeley, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Berkeley, Missouri, and that said instrument was signed and sealed in behalf of said City by authority of its Council in accordance with **Ordinance No.** _____ enacted the _____ day of _____, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in the County and State aforesaid the day and year first written above.

(SEAL)

Notary Public

My Commission Expires