

**BILL NO.:** 4561

**ORDINANCE NO.:** \_\_\_\_\_

**Introduced by: Council Present**

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED FIRST AMENDMENT AND EXTENSION OF REFUSE COLLECTION AGREEMENT WITH ALLIED WASTE SERVICES LLC 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 first amendment and extension of refuse collection contract with Allied Waste Services LLC, d/b/a Republic Services for residential solid waste, recyclables, yard waste, and bulk collections, for a period of five (5) years (Oct 2017-Sept 2022).

**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 17<sup>th</sup> day of July 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 ___

## **FIRST AMENDMENT AND EXTENSION OF REFUSE COLLECTION CONTRACT**

**WHEREAS**, in August, 2012, pursuant to the authority of Ordinance No. 4067, the City of Berkeley, Missouri ("**BERKELEY**" or "**the City**"), and **Allied Services LLC, d/b/a Republic Services** entered into a Refuse Collection Contract ("**2012 Contract**") comprised of the following documents ("**Contract Documents**") attached hereto and incorporated herein by reference:

1. Exhibit A, a nine page document entitled "*City of Berkeley Refuse Collection Contract 2012/2017*", the original of which was duly executed by the parties.

**WHEREAS**, for and in consideration of the sums to be paid as hereinafter provided and the mutual covenants and promises hereinafter set forth and/or referenced herein, the adequacy and sufficiency of which consideration is hereby acknowledged by both **Parties**, it is hereby agreed by and between **Berkeley** and **Allied Services LLC, d/b/a/ Republic Services** as follows:

1. 2012 Contract Ratification. The **Parties** acknowledge and agree that they are parties to and bound by the **2012 Contract**.

Contract Extension. The expiration date for the **2012 Contract and the First Amendment** shall be extended as follows:

- a. All rates and levels of service in force as of October 1, 2017, and specified, below, shall be extended and continued through September 30, 2022.
- b. Subject to the modifications hereinafter set forth, the term of the **2012 Contract and First Amendment** shall be extended to September 30, 2022.
- c. CONTRACTOR will pay CITY on an annual basis, \$5,000.00 towards an annual CITY Calendar.
- d. The Contract may be further extended or otherwise
  - i. amended by mutual consent of the parties in writing from time to time.

2. Current Services and Fees. The **Parties** agree and confirm that the level of general service to be provided by **Allied Services LLC, d/b/a Republic Services** and the fees to be charged for such services, are as follows:

Containers. Throughout the service period each residential household shall be provided with one (1) 65 or 95 gallon container to be used exclusively for recycling and one (1) 65 or 95 gallon container (customer's choice) for solid waste materials. Allied will also provide a 48 gallon container for seniors and permanently disabled that qualify for the program, (62 years old and head of the household, they must utilize the 48 gallon container). All containers shall be owned and maintained in good condition by **Allied Services LLC, d/b/a Republic Services** and provided to customers at no cost on the initial delivery, changes thereafter will incur a \$15 delivery charge. Delivery of the new 48 gallon containers (For Seniors Only) will be set up between the hauler and resident after the new amendment is past.

**CURRENT SERVICES:**

<b><u>Base Service Level:</u></b>	<b><u>Rate:</u></b>
Solid Waste, Yard waste & Recycle Curbside Includes a 65 gallon cart for recycle and a 95 gallon cart for solid waste.	\$21.46
Senior rate (62 and older Head of Household)	\$19.32

<b><u>Optional Service Level:</u></b>	<b><u>Rate:</u></b>
Backdoor Collection	\$16.00
Additional Solid waste Pick up	\$16.00
Additional Container Rental	\$3.00

**SCHEDULED PICK UP DAYS:**

**Wednesday:** Yard waste will be service for the entire City

**Thursday:** Regular trash and recycle pick up for all homes North of Airport Road.

**Friday:** Regular trash and recycle pick up for all homes South of Airport Road.

**White Goods:** Pick up on Tuesday or Friday for the entire City, by appointment only. Residents must call in and schedule by Wednesday.

## COMPENSATION FOR 10/1/2017 THROUGH 9/30/2022:

### **Base Service**

One (1) day per week trash, yard waste and recycle serviced curbside. Recycle serviced in existing 65 gallon containers, Solid Waste will be serviced in 95 gallon containers existing, seniors will receive a 48 gallon container to replace any existing container they might currently have.

<b>Term</b>		<b>Rate</b>	<b>Senior 30%</b>
Year 1	(10/1/17 to 9/30/18)	\$21.67	\$15.17
Year 2	(10/1/18 to 9/30/19)	\$22.43	\$15.70
Year 3	(10/1/19 to 9/30/20)	\$23.22	\$16.25
Year 4	(10/1/20 to 9/30/21)	\$24.04	\$16.82
Year 5	(10/1/21 to 9/30/22)	\$24.89	\$17.41

### **Optional Service Level:**

### **Rate:**

Backdoor Collection	\$16.00
Additional Solid waste Pick up	\$16.00
Additional Container Rental	\$3.00

These services will not incur an annual increase for the term of this agreement.

### **SCHEDULED PICK UP DAYS:**

Wednesday: Yard waste will be service for the entire City

Thursday: Regular trash and recycle pick up for all homes North of Airport Road.

Friday: Regular trash and recycle pick up for all homes South of Airport Road.

White Goods: Pick up on Tuesday or Friday for the entire City, by appointment only. Residents must call in and schedule by Wednesday.

3. Temporary Service and Billing Suspension. Throughout the term of this contract, any residential customer whose residence will be vacant for one month or more may notify **Allied Services LLC, d/b/a Republic Services** to suspend all services during the period of such vacancy and **Allied Services LLC, d/b/a Republic Services** will thereafter suspend service and billing during each full month of continued vacancy until notified by customer to resume service.

4. Contact Information. Since the services provided under this contract are critical public health matters, it is extremely important that **Berkeley** personnel be able to contact responsible representatives of **Allied Services LLC, d/b/a Republic**

**Services** at any and all times. The following initial contact information is provided for that purpose:

Municipal Manager  
Tony Lamantia  
12976 St Charles Rock Road  
Bridgeton, MO 63044  
Landline: (314) 744-8132  
Cell (314) 568-2488  
[tlamantia@republicservices.com](mailto:tlamantia@republicservices.com)

In the event of any change in the name, address, e-mail address or telephone numbers of the responsible representative **Allied Services LLC, d/b/a Republic Services** will notify **Berkeley** within three (3) days.

5. Employment Verification. **Allied Services LLC, d/b/a Republic Services** will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
  
6. Performance Bond. In accord with Article III, section 3.1 of the **2012 Contract, Allied Services LLC, d/b/a Republic Services** will provide to **Berkeley** a performance bond, issued by sureties satisfactory to **Berkeley** in its sole discretion, to assure the faithful and complete performance of **Allied Services LLC, d/b/a Republic Services** obligations, the amount of which bond shall be calculated and determined annually in accord with Article III, Section 3.1 of the *Specifications* portion of the **2012 Contract** attached hereto as Exhibit B. The performance bond assuring **Allied Services LLC, d/b/a Republic Services** performance shall be filed with **Berkeley's** City Clerk not later than October 1, 2017, and not later than October 31 each year thereafter.

7. Interpretation of Documents. In the event of any conflict between the terms of this Amendment and Extension and any other **Contract Documents** the provisions of this Amendment and Extension shall prevail and govern the conduct, rights and obligations of the **Parties**. All terms, conditions and provisions of all of the **Contract Documents** shall be as construed, interpreted and applied as to effectuate the provisions of this Amendment and Extension.

8. Notifications. Any notice or notification required to be given by one party to the other shall be by certified U S Mail or bonded carrier addressed and delivered as follows:

9. Insurance - Indemnification and Insurance. The Contractor shall indemnify, protect and hold harmless the City against the loss, cost, claims, demands or damage arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the agents and employees of each party, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the Contractor, its agents, servants or employees during the Contractor's performance or omissions under this agreement. The Contractor shall provide a certificate of insurance which shall, at a minimum, be at least \$3,000,000 combined single limit coverage and shall cover all employees and vehicles used in the work covered by this agreement. In addition, the contractor shall carry appropriate Worker's Compensation Insurance in such amount as is prescribed by Missouri State Statutes and shall provide such other coverage as set forth in the contract which is part of these specifications. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the City of Berkeley and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the City 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 having been given to the City.

10.

The City of Berkeley:

Ms. Deanna Jones,  
City Clerk,  
City of Berkeley  
8425 Airport Rd  
Berkeley, MO 63134

With a copies to:

Donnell Smith  
City Attorney  
6101 Delmar Blvd  
STE A  
St Louis, MO 63112

To Allied:

Municipal Manager  
Tony Lamantia  
12976 St Charles Rock Road  
Bridgeton, MO 63044

Any change in the designation of notice recipient(s) for either party shall be in writing and delivered to the other party and shall not be effective until after such delivery.

17. Venue. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court.

18. Effective Date. This Amendment and Extension shall be effective on and as of that date upon which the Berkeley City Council approves the agreement and authorizes execution thereof on behalf of the **City**.

