

**RESOLUTION NO. 17-07**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WASTE CORPORATION OF MISSOURI, LLC, DBA TOWN AND COUNTRY DISPOSAL OF WESTERN MISSOURI, LLC, FOR THE PURPOSE OF FACILITATING THE CITY'S ANNUAL SPRING BEAUTIFICATION EVENT.**

**WHEREAS**, the City of Gladstone contracts for the facilitation of the annual Spring Beautification Event; and

**WHEREAS**, the City issued a Request for Proposals for this service and three proposals were received; and

**WHEREAS**, the proposal from Waste Corporation of Missouri, LLC, DBA Town and Country Disposal of Western Missouri, LLC, has been determined by City staff to be the lowest and best proposal.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**


**THAT**, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to execute a contract with Waste Corporation of Missouri, LLC, DBA Town and Country Disposal of Western Missouri, LLC, to facilitate the City's annual Spring Beautification Event.

**FURTHER, THAT** funds for such purpose are budgeted in the General Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13<sup>th</sup> DAY OF FEBRUARY 2017.**

  
Jean B. Moore, Mayor

Attest:

  
Ruth E. Bocchino, City Clerk



*Department of Public Works  
Memorandum*

**DATE:** February 8, 2017  
**TO:** Scott Wingerson, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works *TAN*  
**RE:** Solid Waste and Recycling Collection from City Facilities & Spring Beautification

Currently, the City uses Waste Management of Missouri, Incorporated (formerly Deffenbaugh) for solid waste and recycling collection from facilities and the annual Spring Beautification Event. Staff recently issued a Request for Proposals (RFP) for these services. Three (3) companies responded to the RFP as summarized below:

**Solid Waste & Recycling Collection from City Facilities**

<u>Company</u>	<u>Estimated Annual Cost</u>
Waste Management	\$11,524.71
Republic Services	\$14,153.60
WCA (formerly Town & Country)	\$17,189.90

**Spring Beautification Event**

<u>Company</u>	<u>Estimated Annual Cost</u>
WCA	\$25,662.35
Republic Services	\$29,500.00
Waste Management	\$32,300.00

The City currently spends approximately \$25,680.00 annually for solid waste and recycling collection and \$20,604.09 annually for the Spring Beautification Event. Prices were anticipated to increase this year. Based upon all the available information, staff recommends that the City award a contract to Waste Management of Missouri, Incorporated for solid waste and recycling

services from City facilities and a separate contract to Waste Corporation of Missouri, LLC DBA Town and Country Disposal of Western Missouri, LLC for the Spring Beautification Event.

The initial term of each contract will be for two (2) years. Each contract will have an automatic one (1) year renewal to a maximum of five (5) years. Either party may opt out by providing a written notice of termination at least sixty (60) days prior to the expiration of each term.

Enclosed is a copy of the bid tab. If you have any questions, please contact me at your convenience.

Annual Senario	WCA	Waste Management	Republic Services	Current
Happy Rock Park - 1x (8yd)	\$750.18	\$411.00	\$508.44	\$3,600.00
Happy Rock Park - 2x (8yd)	\$1,163.64	\$822.00	\$1,016.88	
Oak Grove Park - 1x (8yd)	\$750.18	\$411.00	\$508.44	\$3,600.00
Oak Grove Park - 2x (8yd)	\$1,163.64	\$822.00	\$1,016.88	
Central Park - 1x (8yd)	\$750.18	\$411.00	\$508.44	\$3,600.00
Central Park - 2x (8yd)	\$1,163.64	\$822.00	\$1,016.88	
City Hall (6yd)	\$1,293.60	\$753.48	\$915.00	\$3,600.00
City Hall Comingled	\$673.32	\$542.16	\$636.00	
Public Safety I (4yd)	\$1,086.84	\$637.44	\$791.88	\$1,200.00
Public Safety II (4yd)	\$1,086.84	\$637.44	\$791.88	\$1,200.00
Public Works (6yd)	\$1,293.60	\$753.48	\$915.00	\$1,800.00
Public Works Comingled	\$673.32	\$542.16	\$636.00	
Community Center (8yd)	\$1,500.36	\$822.00	\$1,016.88	\$1,800.00
Public Works - 40	\$1,811.46	\$1,730.55	\$1,975.00	\$2,550.00
Public Works - 40/Metal	\$811.64	\$562.80	\$760.00	\$2,040.00
Public Works - 20/Metal	\$1,217.46	\$844.20	\$1,140.00	\$690.00
Facility Total:	\$17,189.90	\$11,524.71	\$14,153.60	\$25,680.00
20yd - on-call	\$301.91	\$271.11	\$395.00	
40yd - on-call	\$301.91	\$345.11	\$395.00	\$350.00
Beautification x 85	\$25,662.35	\$32,300.00	\$29,500.00	\$20,604.09
<b>Annual Total:</b>	<b>\$42,852.25</b>	<b>\$43,824.71</b>	<b>\$43,653.60</b>	<b>\$46,284.09</b>

Not included in total

R-1707

**SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL AGREEMENT FOR THE  
SPRING BEAUTIFICATION EVENT**

This Agreement, made and entered into this 20 day of MARCH, 2017 by and between the City of Gladstone, Missouri a municipal corporation (hereinafter referred to as "CITY"), and Waste Corporation of Missouri, LLC (hereinafter referred to as "CONTRACTOR"), for the purpose of providing waste hauling and disposal services to the City at the City's request, the City and Contractor hereby agree to the following terms and conditions.

1. **Services.** The Contractor will perform the attached duties set forth in "Exhibit A."
2. **Maintenance and Repair.** All equipment used in the provision of these services shall be in good repair, clean and well-maintained. The Contractor shall maintain all equipment in good repair at all times.
3. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this agreement general liability insurance covering bodily injury liability in an amount not less than \$500,000 and property damage in an amount not less than \$500,000. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to the cancellation of any insurance.
4. **Occupation License.** The Contractor shall have a current occupation license with the City.
5. **Hold Harmless.** The Contractor shall protect and hold harmless the City from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the award of this contract.
6. **Quarterly Report.** The contractor shall provide the City with a quarterly report submitted on the report form provided as "Exhibit B."
7. **Compensation.** The Contractor will invoice the City for services provided during the prior month. Payment will be made to the Contractor within 30 days from the date of receipt of the invoice for all undisputed invoices.
8. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of two years, commencing March 1, 2017 or so long as the Parties hereto act and perform in accordance with this Agreement. It shall be automatically renewed for an additional

one (1) year term (for up to three (3) years for a total of five (5) years) thereafter, unless terminated with 60 days written notice from either the Contractor or the City.

9. **Schedule of Charges.** Changes in the schedule of charges may only be agreed to in writing by the Contractor and the City's designated representative. In the event that landfill disposal or fuel costs increase more than five percent (5%) over the quoted fees in a service year, the Contractor may request the unit prices be adjusted. Both the Contractor and the City agree that no increase requested for a specific service year shall be greater than seven percent (7%) over the previous year's charges. The request must be submitted sixty (60) days prior to the Agreement anniversary date. No payment increase will be considered automatic; the Contractor shall justify any increase to the City. Upon approval of the City Council, such increase shall be incorporated into the Agreement. The Contractor shall be responsible for presenting documentation of actual cost increase to the City to justify the charge increase request.
10. **Collection Schedules and Equipment.** Changes in the frequency of collection service, number capacity or type of equipment may only be agreed to in writing by the Contractor and the City's designated representative.
11. **Default.** In the event the Contractor fails to comply with the terms of this Agreement, City may terminate the Agreement with thirty (30) days written notice to Contractor.
12. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
13. **Waiver.** A waiver by and Party of any breach or default of another Party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
14. **Binding Effect.** The provisions of this agreement shall bind and enure to the benefit of the successors and assigns of each Party to this Agreement.
15. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this Agreement shall be binding unless the same is agreed to in writing between the Parties.
16. **Assignment.** This Agreement may not be assigned by Contractor without the written consent of the City.

17. Worker Authorization. Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement. IN WITNESS WHEREOF, the Parties have executed this Agreement in four (4) counterparts, each of which shall be considered and construed an original.

CONTRACTOR - Waste Corporation of Missouri, LLC

By:   
Bob Mathis, District Manager

CITY OF GLADSTONE, MISSOURI

  
Scott Wingerson, City Manager

Attest:

  
Ruth Bocchino, City Clerk

## EXHIBIT A

### City of Gladstone, Missouri Annual Beautification Event

The Contractor will provide 40-yard roll-off containers on a continuously rotating basis (i.e., when a full container is hauled an empty container will be set in its place) with ten (10) containers on site at all times throughout the event. Ten (10) empty containers will be set in place by 7:00 am on the first day of the beautification event. All roll-offs that are half or greater full will be replaced before 7:00 am each day thereafter during the event.

Roll-off price for Spring Beautification: \$202.91 per haul + \$33 per ton

On-call roll-off service: \$247.00 per haul + \$33 per ton





# OCCUPATIONAL LICENSE

Business Name: WCA  
Location Address: 23201 E 235th St  
License Number/Class: BL-17-21016  
Issue Date: 08/09/2016

Trash Haulers

Expiration date: 06/30/2017



Post in Conspicuous Place  
At Location Licensed  
NOT TRANSFERABLE

Pursuant to City Ordinances and  
conditioned upon payment of the  
required fee or tax due, subject to  
audit and zoning requirements,  
License is hereby granted for the  
term and purpose stated.

WCA  
PO Box 10  
Harrisonville, MO 64701

  
Mayor

  
Acting City Collector

  
City Clerk