

RESOLUTION NO. 17-08

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WASTE MANAGEMENT OF MISSOURI, INCORPORATED, FOR THE PURPOSE OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION FROM CITY FACILITIES.

WHEREAS, the City of Gladstone contracts for solid waste and recycling collection from City facilities; and

WHEREAS, the City issued a Request for Proposals for these services and three proposals were received; and

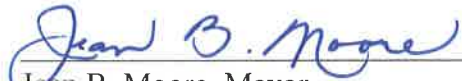
WHEREAS, the proposal from Waste Management of Missouri, Incorporated, has been determined by City staff to be the lowest and best proposal.

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 Management of Missouri, Incorporated, to provide solid waste and recycling collection from City facilities.


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 13th 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 Scenario	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
Annual Total:	\$42,852.25	\$43,824.71	\$43,653.60	\$46,284.09

Not included in total

R-17-08

**SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL AGREEMENT**

This Agreement, made and entered into this 13th day of February, 2017 by and between the City of Gladstone, Missouri a municipal corporation (hereinafter referred to as "CITY"), and Waste Management of Missouri, Incorporated (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

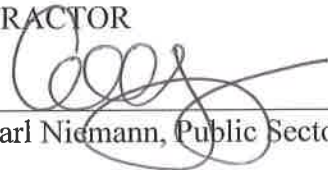
one (1) year term (for up to three (3) years for a total of five (5) years) thereafter, unless terminated with 60 days written notice from either the Contractor or the City.

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

By: _____


Carl Niedmann, Public Sector Director

CITY OF GLADSTONE, MISSOURI


Scott Wingerson, City Manager

Attest:


Ruth Bocchino, City Clerk

EXHIBIT A

PARKS			Monthly Cost (Billing)
Happy Rock Park - 1x (8yd)	November - April	7511 NE Antioch Road	\$68.50
Happy Rock Park - 2x (8yd)	May - October		\$137.00
Oak Grove Park - 1x (8yd)	November - April	7600 N. Troost Avenue	\$68.50
Oak Grove Park - 2x (8yd)	May - October		\$137.00
FACILITY			
City Hall (8yd)		7010 N. Holmes Street	\$137.00
City Hall Comingled (8yd)			
Public Safety I (4yd)		6118 N. Oak Trafficway	\$53.12
Public Safety II (4yd)		6569 N. Prospect Avenue	\$53.12
Public Works (6yd)		4000 NE 76th Street	\$62.79
Public Works Comingled (4yd)			\$45.18
Community Center (8yd)		6901 N. Holmes Street	\$137.00
Water Treatment Plant (4yd)		913 NW 44th Terrace	\$53.12

Extra pick-up as needed:			\$10.00/yd
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Public Works - 40/yd	Approximately 5 pulls per year		\$346.11
Public Works - 40/yd Metal	Approximately 4 pulls per year		\$140.70
Public Works - 20/yd Metal	Approximately 6 pulls per year		\$140.70

20yd - on-call			\$271.11
40yd - on-call			\$346.11



CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)
12/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14423717 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27860825	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H09052884	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C49106944 (AOS) WLR C49106907 (AZ, CA, & MA) SCF C49106981 (WI)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H09052872	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 14423717 For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 