



**JOINT WORK SESSION MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL AND ENERGY & ENVIRONMENT COMMITTEE
300 NORTH NEW BALLAS RD
SEPTEMBER 23, 2019
6:00 PM**

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

- 1. Approval of September 9, 2019 City Council Work Session Meeting Minutes**
- 2. Solid Waste Contract Renewal Discussion**
Summary: Attached is a staff report and other supporting documents to assist with the discussion to determine whether the Council would prefer renewing the current solid waste contract or bidding out a new contract.
- 3. Energy and Environment Committee Report**
Summary: The Energy and Environment Committee will provide a report on current initiatives and issues.

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 09/19/2019
Deborah Ryan, MPCC
City Clerk



**WORK SESSION MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2019
6:00 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, September 9, 2019 at 6:00 PM.

Council Member, Ward 2 AJ Wang
Council Member, Ward 3 Robert Hoffman
Council Member, Ward 3 Charlotte D'Alfonso
Council Member, Ward 1 Alexis Travers
Council Member, Ward 4 Susan Baseley
Council Member, Ward 1 Heather Silverman

Council Member, Ward 2 Ellen Lawrence -- **Absent**
Council Member, Ward 4 Scott Saunders -- **Absent**

ROLL CALL

DISCUSSION ITEMS

1. Approval of August 12, 2019 City Council Work Session Meeting Minutes

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Susan Baseley, Council Member, Ward 4
SECONDER:	AJ Wang, Council Member, Ward 2
AYES:	Wang, Hoffman, D'Alfonso, Travers, Baseley, Silverman
ABSENT:	Lawrence, Saunders

2. Approval of August 26, 2019 City Council Work Session Meeting Minutes

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	AJ Wang, Council Member, Ward 2
SECONDER:	Susan Baseley, Council Member, Ward 4
AYES:	Wang, Hoffman, D'Alfonso, Travers, Baseley, Silverman
ABSENT:	Lawrence, Saunders

3. East Olive and Other Zoning Code Updates

Discussion continued from the August 26, 2019 joint work session:

- East Olive Corridor District concept



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
SEPTEMBER 9, 2019
6:00 PM**

- Zoning update alternatives
 - Two-tiered approach - create overlay zoning district to cover entire corridor
- Utilize and amend existing Planned Development (PD) ordinance
- Areas of PD ordinance review for East Olive
 - o 3.5 acres required for commercial development
 - o 5 acres required for residential development
 - o Should requirements be lowered for this area?
- Adjacent land use qualifier for PD projects

Discussed the process would be rezoning as we would be changing the zoning for an area of the city. Includes a public hearing, Planning and Zoning Commission reviews and Council approval.

Discussed drive thru restaurants:

- Current ordinance has two sets of rules depending on location next to residential or not
- Reviewed history and thought process at the time that created current regulations

Staff will begin to develop proposed revisions for both the PD ordinance and the drive through restaurant ordinance in collaboration with the P & Z.

Adjourned at 6:43 pm

Submitted by:

Deborah Ryan
City Clerk

RESULT:	ITEM DISCUSSED
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City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 09/23/19 06:00 PM
Department: Public Works Department
Category: Discussion
Prepared By: Jim Heines
Department Head: Jim Heines

REVIEWED

STAFF REPORT

Solid Waste Contract Renewal Discussion

Attached is a staff report and other supporting documents to assist with the discussion to determine whether the Council would prefer renewing the current solid waste contract or bidding out a new contract.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: September 18, 2019

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Solid Waste and Recycling Contract Renewal

Background

The City of Creve Coeur bid the current solid waste and recycle collection services as a 5-year contract in October, 2013. The services were bid as curb side pick-up with valet a service upgrade (rear yard pickup) paid for by residents. City staff met with the 5 Solid Waste Collection companies capable of providing service to the city prior to bidding however we received only 2 bids to provide the required services. Upon detailed review of their proposals, Republic Services Proposal was the lowest and best bid.

City Council chose to extend the previous contract another year while they discussed whether to continue rear yard service paid for by the city or move to curbside collection and make the rear yard collection upgrade cost the responsibility of the property owner. Ultimately the Council drafted a transition plan whereby the cost for rear yard service upgrade would be as follows:

Rear Yard Trash Collection Service Upgrade Cost Transition Plan

Contract Year	Paid by City	Paid by Property Owner	Resident Participation
1	100%	0%	20%
2	50%	50%	14%
3	0%	100%	12%
4	0%	100%	12%
5	0%	100%	12%

Over this three-year transition period, the city experienced a 40% reduction in solid waste disposal costs and we continued to see annual costs of approximately \$775,000.

Existing Contract Highlights

The current solid waste collection contract with Republic services provides a number of benefits and services to the residents which are paid for by the city. Additional services are available to residents to residents at their cost. All services under the contract are subject to an annual increase based on the CPI Transportation for St. Louis. A 4% cap is set on each annual increase. On the next page is a list of the services under the contract:

Service

Weekly curbside trash collection w/ choice of 48/65/95 gal. toter
 Weekly curbside recycle collection w/ choice of 48/65/95 gal. toter
 Valet trash service (rear yard pickup)
 Additional weekly residential or condo pickups
 Bulky pickup (limited to one item weekly)
 Condo Dumpster service (1 time per week)
 Disabled collection service
 Yard Waste collection (bags or tags)
 Unlimited Yard waste service w/95 gal. toter

Paid for by

City
 City
 Resident
 Resident
 City
 City
 City
 Resident
 Resident

Residents may change their toter size in June of each year for a \$15 delivery fee. However the cost for toter maintenance is included in the contract.

Current Market and Contract Analysis

City staff reached out to Republic Services to obtain recent contract results to help determine if the city should pursue a renewal of our current service contract or proceed with bidding a new service contract. Upon review of the attached spreadsheet containing the information from their recent successful bids there were 10 total contract services and pricing identified, including the current Creve Coeur contract.

There were two service bundles offered in those contracts:

Bundle 1: Trash /Recycle/Yard Waste
 Bundle 2: Trash/Recycle

Pricing for 5 cities in each bundle category were included on the spreadsheet. Creve Coeur's contract includes Trash and Recycle (Bundle 2) and of the 5 contracts identified on the spread sheet Creve Coeur is the lowest cost at an average cost of \$12.40 per home per month. In addition, we are one of two cities that provide trash toters. and the only city of that offers 3 sizes of toters for both trash and recycle.

The Energy & Environment Committee planned to discuss the results of recent contract pricing and whether to renew the existing contract or bid out a new contract at their meeting on Monday, September 16. However, they did not have a quorum and they were unable to conduct business from the agenda. The E&E Committee has been invited to the joint Work Session with Council scheduled for Monday, September 23, 2019 to participate in the discussions about the solid waste contract renewal/bidding.

In conclusion, Creve Coeur's current solid waste collection contract provides the most service options in Bundle 2 for the lowest cost. Bidding these services will likely result in a higher cost for the same services.

Recommendation

City Staff recommends that the City Council take advantage of the 5-year renewal option on the current solid waste contract with Republic Services. A copy of the bid specifications, trash ordinance, and contract documents are attached for your convenience.

Winning Bids										
City Name	Current Hauler	Trash	Recycle	YW	YW included/optional	Rates		Trash cart size	Recycle cart size	Billing
		1x/wk	1x/wk	1x/wk		Bundled: T/R/YW	Bundled: T/R			
Maryland Heights	RS	x	x	x	included	\$18.85		48-65-95-gallon	48-65-95-gallon	City
Vinita Park	WC	x	x	x	included	\$16.50		95-gallon	65-95-gallon	City
Fenton	WC	x	x	NA	NA		\$14.35	Not included	Not included	City
Bellefontaine Neighbors	WM	x	x	x	included	\$19.45		95-gallon	Not included	IND
Ellisville	RS	x	x	x	optional		\$16.23	not included	not included	City
Crestwood	WC	x	x	x	included	\$19.00		Not included	Not included	IND
Breckenridge Hills	WC	x	x	x	optional		\$12.56	95-gallon	Not included	IND
Calverton Park	WC	x	x	x	optional		\$13.48	?	?	IND
Rockhill	WC	x	x	x	included	\$13.01		95-gallon	65-gallon	IND
Creve Coeur	RS	x	x	x	optional		\$12.40	48-65-95	48-65-95	Ciy
Dual stream pricing; however, performing Single-Stream										
blended rate due to choice of containers										



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 24th day of November, 2014, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company with offices at 12976 St. Charles Rock Road, Bridgeton, Missouri 63044 (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2014-2019 (Optional New Contract 2015-2020).

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents consist of the Bid Specification Manual, Contractor's amended Alternate Bid #1 attached hereto, Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the Specifications are applicable to this Agreement. Additionally, the following provision shall apply regarding service to physically disabled residents, superseding the provisions of the specifications and bid:

Those residents physically unable to make use of curbside pickup will receive once-per-week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works including verification by the resident that there is no one residing or otherwise present at their residence that is capable of transporting their refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

The period of the Agreement shall commence on July 1, 2015, and terminate on June 30, 2020. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2020. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than

May 1, 2020. The contract price during this extension period shall be at the same schedule of rates as the previous year (2019-2020), increased by the percentage increase, if any, in the cost of living between the month of June, 2019 and the month of June, 2020, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

ARTICLE IV

The Contract Sum and Payments

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services as follows:

The City will pay the charges for once per week curbside pickup of solid waste and recycling as provided in the contract documents. Contractor shall supply containers as directed by the City.

Additionally, for services during the period July 1, 2015 to June 30, 2016, the City will pay 100% of the charges for optional once per week rear yard pickup of solid waste as provided in the contract documents for those residents who select such optional service and do not qualify for free service due to disability as provided herein, at a discounted rate of \$14.30 per month.

Additionally, for services during the period July 1, 2016 to June 30, 2017, the City will pay a portion of the charges for optional once per week rear yard pickup of solid waste

as provided in the contract documents for those residents who select such optional service and do not qualify for free service due to disability as provided herein. During such time period, the City shall pay \$7.15 per month and the resident shall pay \$7.50 per month.

Other "a la carte" items (i.e. "rear yard" pickup, second weekly curbside pickup, white goods, unlimited yard waste) shall remain payable by residents directly to Contractor.

"A la carte" fees shall not apply to a lot or dwelling for any month during which it is unoccupied for the full duration of the particular month. Contractor shall establish procedures for property owners to submit the appropriate advance notice to establish that such monthly fees do not apply during specific months due to the property being unoccupied.

The following containers shall be used by householders :For curbside pickup of solid waste and recyclables, containers obtained from Contractor; For optional "rear yard" pickup, standard trash containers as per City and County ordinances; For yard waste, biodegradable paper bags obtained from Contractor through the City or bearing tags obtained from Contractor through the City, or containers obtained from Contractor. The initial containers selected by the householder, whether at the commencement of services under this agreement or as a subsequent new occupant of a residence, shall be provided at no charge.

Replacement containers such as to change size or due to householder damage shall be provided at a cost of \$15.00 to the householder. Householders may only change container sizes during the month of June each year. Contractor shall

display sample containers at the City Government Center and at the City's Dielmann Recreation Center for as long as requested by the City.

All prices indicated in the contract documents are stated in 2014 dollars and shall be subject to increase as of the effective date by the percentage increase, if any, in the cost of living between the month of June, 2014 and the month of June, 2015, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor, provided such increases shall not exceed 4%.

In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from June to June (i.e. June 2015 to June 2016 for the 2d year) with a 4% cap on any yearly increase. Contract fees shall be paid monthly.

Contractor shall share profits with the City for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each contract year (June 30) based upon 50% of the average annual market value for commingled recycle material per ton or \$10.00 per ton, whichever is greater, as described in the bid documents.

During the period that the City is to make payments for optional rear yard service, the parties shall use a coordinated process for residents to order and discontinue such optional service. Thereafter, Contractor shall handle such matters.

Either party shall have the right to audit applicable records of the other party at reasonable times at its cost and if a discrepancy is discovered within a year of provision of the related service appropriate financial adjustments shall be made.

ARTICLE V

Performance of the Work

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents; and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.
- (e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

ARTICLE VI

Changes in the Work

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the Contract Documents. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the Contract Documents.

ARTICLE VII

Termination by City or Contractor

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on

the part of the Contractor or its employees from owners, tenants, or occupants of any household for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

ARTICLE VIII

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$5,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as an Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies and all endorsements 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 will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such

federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not

relieve parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

Contractor shall furnish sufficient competent labor therefore and shall make collections of solid waste, recyclables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and from all solid waste containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

ARTICLE XIII

Arbitration

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

[signature page follows]

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By Mark Perkins

Name: Mark Perkins

Title: City Administrator

Attest: [Signature]
City Clerk

DATE: November 26, 2014

Allied Services, LLC

By [Signature]
"Contractor"

Name: Casey F. Powers

Title: General Manager

Attest: [Signature]

DATE: DECEMBER 29, 2014



City of Creve Coeur, Missouri

Residential Solid Waste Collection

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

effective 7/1/15
AMENDED ALTERNATE BID#1 PROPOSAL FORM
 RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING WASTE COLLECTION,
 REMOVAL, AND DISPOSAL FOR 2014-2019
 CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal. The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.

Alternate 1**Item 1 - Solid Waste & Recycle**

		<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos,	95gl	\$13.51	\$162.12
Pick-up solid waste and recycle once per week			
(Curbside pick-up paid for by the City,	65gl	\$11.51	\$138.12
Approximately 5,520 Units)			
	48 35gl	\$10.26	\$123.12

Option: 2X Curbside pick-up, Resident may
 Pay Contractor directly for twice a week
 Curbside pickup. (Upgrade price for second
 Weekly curbside pickup).

\$15.00	\$180
<u>\$30.00</u>	<u>\$360</u>

Option: Single family including unit condo's
 Pick-up solid waste once per week. Resident
 May pay contractor directly for rear yard
 Pick-up. Maximum charge per resident per
 Month is fifteen dollars(\$15.00), however the
 Bidder may propose a lower fee. Upgrade
 Price for once a week rear yard service, added
 to above stated 45gl price.

<u>\$15.00</u>	<u>\$180</u>
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Option: 2X Rear yard pick-up. Resident
 May pay contractor directly for rear yard
 Pick-up. Maximum charge per resident per
 Month is fifteen dollars(\$15.00), however the
 Bidder may propose a lower fee. Upgrade
 Price for once a week rear yard service
 (This fee will be fifteen dollars added to the
 Fifteen dollars for the optional 1X rear yard)

<u>\$15.00</u>	<u>\$360</u>
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City of Creve Coeur, Missouri

Residential Solid Waste Collection

Alternate I

Item II - Miscellaneous

Monthly Cost

White Goods - metal Appliances Resident schedules
pickup with Contractor and pays Contractor Directly
for the service. (\$25 Max per item)

\$25.00 Per Item

Bulky Goods - Furniture/Large Items, Resident schedules
Pick-up with Contractor
Two item Limit per pick up. ~~Pickup on regular trash day.~~

No Charge

Yard Waste -

Cost for Yard Waste Tags (Each)

\$3.00

Cost for Yard Waste Bags (Each)

\$5.00

} City to buy bags
and tags from Republic
for resale.

Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)

\$12.00 per month

~~Disabled with a letter from the State of Missouri stating they are permanently disabled and
being Head of the household with no more than two occupants, Will qualify for rear yard
service at No Charge to the resident.~~ 322 CONTRACT

Item III - Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

OR

- b. Republic Services at the end of each calendar year will donate \$5,000 to the City recycle committee for them to choose how to utilize the funds.

Item IV - Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract, *provided it shall be allowed a reasonable transition period through June 30, 2017.*

***** All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental. *"Rear yard" service will not include containers. Users must provide their own containers per City ordinance. No volume limit.*

City of Creve Coeur, MissouriResidential Solid Waste Collection

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- Date
- Tag Number
- Type of Collection
- Address
- Toter Size
- Weight of Collected Material

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.


(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date

City of Creve Coeur, Missouri

Residential Solid Waste Collection

(Amount contractor pays for solid waste
dump fee per ton).\$ N/A(Annual 2013 average revenue per ton for
comingled recycling materials)\$ 11.00

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source?

YES

2. Does you landfill capture and reuse methane gas?

YES

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix D.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
Single Pickup per week			
1 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
2 CY Once A Week	44 Units	\$ <u>1,254.00</u>	\$ <u>15,048.00</u>
3 CY Once A Week	4 Units	\$ <u>140.00</u>	\$ <u>1,680.00</u>
4 CY Once A Week	5 Units	\$ <u>195.00</u>	\$ <u>2,340.00</u>
6 CY Once A Week	0 Units	\$ <u> </u>	\$ <u> </u>
Optional: Additional Pick-up Per Week			
1 CY Additional Pick-up	0 Units	\$ <u> </u>	\$ <u> </u>
2 CY Additional Pick-up	8 Units	\$ <u>200.00</u>	\$ <u>2,400.00</u>
3 CY Additional Pick-up	1 Unit	\$ <u>25.00</u>	\$ <u>300.00</u>
4 CY Additional Pick-up	0 Units	\$ <u> </u>	\$ <u> </u>
6 CY Additional Pick-up	0 Units	\$ <u> </u>	\$ <u> </u>

PW-2014-2019

BID FORM PROPOSAL

BF-4



NON-COLLUSION AFFIDAVITSTATE OF Missouri,COUNTY OF ST. LOUIS,

CASEY POWERS, being first duly sworn, deposes and says that he is GENERAL Mgr (sole owner, partner, president, secretary, etc.) of REPUBLIC SERVICES, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: ACP

(Title)

Subscribed and sworn to before me this 17 day of October, 2013.
Seal of Notary

Christina Michael
Notary Public

CHRISTINA MICHAEL
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: November 28, 2013
Commission Number: 09802289



RESOLUTION NO. 1142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING ADOPTION AND EXECUTION OF A FIVE-YEAR AGREEMENT WITH ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON TO PROVIDE TRASH, RECYCLE, AND YARD WASTE COLLECTION SERVICES FOR SINGLE FAMILY RESIDENTIAL PROPERTIES AND CONDOMINIUMS IN THE CITY OF CREVE COEUR EFFECTIVE JULY 1, 2015.

WHEREAS, the City Council of the City of Creve Coeur has dedicated funding for trash, recycling, and yard waste collection and hauling services for the residents of Creve Coeur; and

WHEREAS, the City has identified these services to be an important benefit provided to the residents of Creve Coeur; and

WHEREAS, the City has decided to exercise its option under the current agreement with Allied Service, LLC dba Republic Service of Bridgeton to enter into an extended agreement in order to meet the needs of the City;

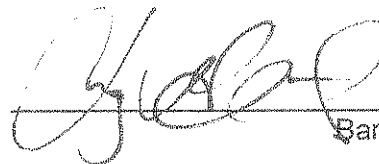
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1: The City Administrator shall provide notice to Allied Services, LLC dba Republic Services of Bridgeton that the City has decided to exercise its option under the current agreement to enter into the Optional New Contract effective July 1, 2015.

Section 2: The agreement between Allied Services, LLC dba Republic Services of Bridgeton and the City of Creve Coeur to provide trash, recycle, and yard waste collection and hauling services for the residents of Creve Coeur effective as of July 1, 2015 attached hereto as **Exhibit 1** is hereby approved. The City Administrator is authorized to execute the agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit 1** subject to final changes consistent with the provisions and intent of this Resolution, and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 3: This Resolution shall take effect upon approval.

Adopted this 24th day of November, 2014.



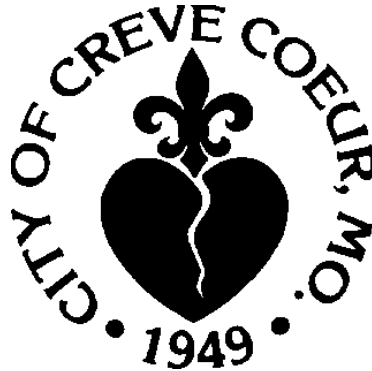
Barry Glantz, Mayor

Attest:



Deborah Ryan, City Clerk





CITY OF CREVE COEUR, MISSOURI

**SPECIFICATIONS AND BID DOCUMENTS
FOR
RESIDENTIAL
SOLID WASTE, YARD WASTE, AND
RECYCLABLE WASTE
COLLECTION, REMOVAL, AND DISPOSAL BID
FOR 2014-2019
Including Addendum #1**

Sealed Bids Too Be Publicly Opened 2:00 P.M. CDT, Thursday, October 17, 2013

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO. 63141
Mr. James Heines
Director of Public Works
September 26, 2013

REQUEST FOR BIDS

Sealed bids submitted in accordance with Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement will be received by the Department of Public Works, to the attention of James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141. Bids are due by no later than 2:00 PM CDT on October 17, 2013, when they will be publicly opened in the Public Works Conference Room for the following:

Collections, Removal, and Disposal of Residential Solid Waste, Yard Waste, and Recyclable Waste in the City of Creve Coeur for the period July 1, 2014 through June 30, 2019.

The City reserves the right, in its sole discretion, to reject any and all bids or to hold all bids for up to ninety (90) days, and to waive all informalities or irregularities in the bids received, and to accept such bid that is advantageous, in the best interest, beneficial or expeditious to the City. No Bid may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of bids even if no action is taken by the City on the bids within that time. No low bidder shall have a business expectancy merely because their bid is the lowest one received; until the contract has been awarded, no business expectancy exists. Bids may be corrected for clerical or typographical mistake prior to acceptance, but not mistake of judgment. Bids may be considered unresponsive if they contain a material defect or deviation. Bidding documents are available in the Department of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141.

A pre-bid meeting will be held on Tuesday, October 8, at 2:00 PM, CDT in the Public Works Conference Room, 300 N New Ballas Road, Creve Coeur, MO 63141, to discuss the documents that are part of the bid package. All prospective bidders should review the information included in the bid packet, attend the meeting and be prepared to ask questions which will clarify the requirements of the City with regard to the services to be provided.

The City of Creve Coeur strives to comply with the American with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact our office at least 48 hours in advance at City Hall 314-872-2533 (V/TDD).

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the Department of Public Works to the attention of James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141, until 2 PM, CDT, Thursday, October 17, 2013.
2. Bids must be submitted in a sealed envelope marked "BID FOR RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING WASTE COLLECTIONS 2014-2019".
3. Bidders may submit bids for all services or any one type of collection service. The City reserves the right to award the entire contract to one bidder or to split the contract and award to multiple bidders if it is in the best interest of the City.
4. Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of bids.
5. Each proposal shall be made on the attached Bid Form Proposal, which shall be signed, with the full name of each proprietorship, partnership, limited liability company, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a limited liability company or corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number and e-mail address must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, type of equipment and anticipated replacement schedule of such vehicles and equipment.
7. Each bidder shall, on separate sheet, provide the number of employees who will render service to the City of Creve Coeur, and number of employees to be used on each collection vehicle.
8. Each bidder shall complete and submit the attached non-collusion agreement, and the affidavits required by Section 285.530 RSMo. Each bidder must comply with all applicable ordinances and laws regarding bidding process.
9. Each bidder shall provide a list of at least three (3) references of municipal contracts for waste collections in effect within the last five (5) years, using Appendix A. Each bidder must be qualified by experience, adequate financing, and equipment to do the work called for in the contract. The City strongly desires a provider with governmental experience. Providers with the desired experience should include a letter from a governmental unit certifying that the respondent has been the provider of (specify whether complete or applicable category(ies) of) residential waste collection services for (specify number) years in an area that contains (specify number) household units or a population of (specify number).

10. Each bidder shall, on an attached sheet, provide a description of their Solid Waste, Yard Waste, and Recyclable Waste collection operation. Those bidders for recyclables will identify how the materials will be recycled and a brief description of the containers to be provided by the contractor to the residents, per the specifications.
11. Each bidder shall, on an attached sheet, provide a list of charges for various size dumpsters as described in the specifications regarding condominium buildings/complexes.
12. Each bidder shall, on an attached sheet, provide a list of charges for additional collections, per size container/dumpster, for condominium buildings/complexes desiring extra pick-ups on a weekly basis. The prices submitted will be fixed during the life of the City-Contractor Agreement, subject to CPI adjustment as specified herein.
13. Each bidder shall submit a comprehensive list of all landfills and recycling centers to be utilized and any contingency plans in the event such landfills or centers shall be closed. Along with the list, the bidder shall submit a commitment from the landfills and recycling centers that sufficient capacity exists for the disposal of the City's solid waste, recyclables, and yard waste for the next three years. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.
14. A performance bond or escrow in lieu of a performance bond acceptable to the City will be required from the successful bidder as described in the specifications.
15. The City may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. Bidders shall provide notice as required by Section 260.208 RSMo.
16. It is the intent of the City to award the City-Contractor Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. However, the City reserves the right to accept the bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City of Creve Coeur reserves the right to waive irregularities, reject any or all bids or to hold bids for up to ninety (90) days and to award the bid in the best interest of the City. The City shall have the right to reject a Bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to re-bid the Work at a later date if all Bids are rejected.

17. The City shall have the right to accept alternates in any order or combination, and to determine the lowest and best bidder on the basis of the sum of the base bid and the alternates accepted.
18. Each bid must be accompanied by a security deposit of \$100,000 in the form of a certified check, a cashier's check or bid bond payable to the City of Creve Coeur. All such bid bonds or funds will be returned to the respective unsuccessful bidders without interest within one hundred twenty (120) days after the bids are opened. The bid security of the successful bidder will be returned without interest when the City-Contractor Agreement is executed and a satisfactory performance bond is delivered to the City of Creve Coeur.
19. Should the successful bidder fail or refuse to execute the performance bond and the City-Contractor Agreement required within the ten (10) days after receipt of notice of acceptance of bid, that bidder shall forfeit to the City of Creve Coeur the security deposited with the bid as liquidated damages for such failure or refusal and the bid acceptance shall be deemed cancelled at the City's option.
20. Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Bidders may request clarification or interpretation of the bidding documents by written request, which shall reach the City at least ten (10) days prior to the date for receipt of bids.
21. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon at the sole risk and responsibility of the bidder. All questions regarding the specifications shall be directed in writing to James Heines, Director of Public Works, at 300 N New Ballas Road, Creve Coeur, MO 63141; no later than ten (10) days prior to the date of receipt of bids. Interested bidders are instructed not to direct any questions to any other parties or entities in the City of Creve Coeur. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of bidding documents. No addenda will be issued later than four (4) days prior to the date for receipt of bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids. Prior to submitting the bid, each bidder shall ascertain that they have received all addenda issued, and shall be deemed to have received same regardless of whether they acknowledge receipt of all such addenda in the bid.
22. It may be to the advantage of the bidder to briefly state additional information they believe is pertinent to the evaluation of their bid.
23. A bidder may submit an alternate proposal on an attached sheet of paper. The alternate proposal must be submitted in the same envelope with the bid.

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

SPECIFICATIONS

The waste collections service shall conform to all City ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. Definitions - Whenever the terms “solid waste”, “yard waste” or “recyclables” are used in these specifications, they shall be construed as follows:

- a. **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or pets. Solid waste does not include dead animals or unprocessed animal parts. It includes: hard cover books, sawdust, shavings, pieces of cutting, tin cans, tin ware and other metallic items and materials, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment of such weight, dimension, size and shape that they can be handled by one man, and all other useless, rejected and cast off matter, except as herein provided, which are produced by and accumulated in households. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of any kind. Solid waste shall not include infectious waste as defined by state law (section 260.200 RSMo). Solid waste shall not include: ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all wasted or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structure, walls roofs, roads streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal; provided, however, that debris resulting from remodeling, repair or reconstruction of any single family residential dwelling unit by the occupants (not builders) may be removed if properly placed in acceptable containers which containers are not heavier than can be handled by one man.
- b. **Recyclables – Single Stream Material:**

Containers:

 - Glass bottles and jars – (clear, brown, green). Does not include window glass, dinnerware or ceramics.
 - Aluminum and metal food and beverage cans.
 - Aluminum trays & foil
 - Aseptic packaging & gable top containers (milk and juice cartons)
 - Steel cans and tins (including aerosol)

Plastics:

- **#1 PET:** Soda, milk, water, & flavored beverage bottles (#1 clear and green plastic resin)
- **#2 HDPE:** Milk & Juice Jugs (#2 clear plastic resin)
- **#2 HDPE:** Detergent & fabric softener containers (#2 colored plastic resin).
- **#3 PVC:** Narrow neck containers only (#3 plastic resin). Examples include health & beauty aid products, household cleaners.
- **#4 LDPE:** Grocery containers (#4 plastic resin). Examples include margarine tubs, frozen desert cups, six and twelve pack rings.
- **#5 PP:** Grocery containers (#5 plastic resin). Examples include yogurt cups, and narrow neck syrup and ketchup bottles.
- **#7 OTHER:** Plastic resin grocery – narrow neck containers only.
- **Plastic Buckets:** Examples include such as kitty litter containers (5 gallon size maximum).

Paper:

- **Newspaper, including inserts** (remove plastic sleeves)
- **Cardboard** (no waxed cardboard)
- **Kraft** (brown paper) **Bags**
- **Magazines, Catalogs and Telephone Books, Office Paper, Carbonless forms, Brochures, Notes, Message papers, Legal pads, Steno pads, Adding machine tape, Computer Paper, File folders, Instruction manuals, Notebook, Colored and Coated paper, Gift Wrap Paper, etc** (no metal clips, spirals, binders)
- **Chipboard** (cereal, cake & food mix boxes, gift boxes, etc.)
- **Carrier Stock** (soda & beer can carrying cases)
- **Mail, Junk Mail & Envelopes** (no plastic cards, stick on labels or unused stamps)
- **Paperback Books** (no hard cover books)

ALSO OTHER ITEMS AS REASONABLY DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE.

- c. Yard waste: means yard waste that will fit in a lidded trash can or biodegradable paper bag. Yard waste includes, but is not limited to, grass clippings, leaves, vines, hedge and shrub trimmings, tree trimmings, tree limbs or other tree/shrub materials. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 2-feet in diameter). Yard waste does not include dirt, rocks, or root balls.
- d. Residential Containers - Solid waste refuse and recyclables shall be stored in standard totes provided by the hauler as per the terms of the contract. The successful hauler will provide a new solid waste tote and a new recycle tote to each residence including those planning to participate

in the rear-yard upgrade service prior to the start of the new contract. Residents will have a choice of a small (35 gallon), medium (65 gallon), or large (95 gallon) toter for both solid waste and recycle collections. Within two weeks of the award of the contract, the successful hauler will send out a post card to each residence at the haulers expense offering the choice of toter size to residents. City staff will work with the hauler to provide a mailing list of residents. If residents do not contact the hauler to confirm their preference in size of toters within __28__ days of mailing of the postcards, the default size will be a medium toter (65 gallon). Contractor is to provide in the bid documents a written procedure and timeline to deliver plastic toters to each single family home in the City, both existing and future. The Contractor is encouraged to apply for available grant funding to lower the cost of providing each residence a plastic toter. The toters will include: construction of a heavy-duty plastic body, wheels, “allowable recyclables” text printed on lid when applicable, and utilize a close/tight-fitting hinged lid. City will have final approval of toter manufacturer and color of toter. Toters will also have RFID tags embedded into the plastic container. The successful hauler will provide, deliver, service, warranty and maintain the toters throughout the term of the contract at no additional cost to the city, however at the end of the contract, the toters will become the property of the City of Creve Coeur.

Yard waste shall be stored in unlined standard containers or in biodegradable paper bags, supplied by resident or 95-gallon container provide by the successful hauler as described below.

- e. Solid Waste Diversion Reward – The City of Creve Coeur aggressively supports recycling and encourages residents to recycle more. For every ton of solid waste that our residents recycle it eliminates a ton of material deposited in local landfills.

The more material that is collected through recycling not only creates revenue for the Contractor from the sale of the raw material, it also eliminates a dump fee paid for by the Contractor for that ton of material.

The city plans to work with the Contractor to stimulate residents to recycle more and the details of this program are listed in section 9 of these Specifications.

2. Solid Waste and General Requirements

- a. Curbside Collection - The Contractor shall provide solid waste collection, removal and disposal services to all residential dwellings (including condominiums that do not use dumpsters as described below but

excluding apartments) within the corporate limits of the City of Creve Coeur. There shall be once-a-week collection of solid waste from the curb in front of each dwelling. The hauler provided totes are to be placed at the curb before 7 AM on pick up day for that area at a place that is easily accessible to the collector. On collection days all containers and items of solid waste shall be placed at the designated collection point. All solid waste collected shall be immediately removed by the Contractor from the City of Creve Coeur. Residential service is unlimited and residents are not limited to the number of solid waste containers for weekly pick-up. Co-mingling of solid waste, yard waste, and recyclables will not be allowed.

- b. Collection Schedule – See Section 7
- c. Rear Yard Collection (Upgraded Service) – Rear Yard collection shall be defined as collection of solid waste at one location near the garage of the house requesting this upgraded service. The Contractor will not be required to collect solid waste from the inside of buildings. The participating property owner is responsible for the cost for this service upgrade, and is required to place trash in refuse bags tied shut for easy transfer to the collector's tote for disposal. Arrangements for this service as well as billing and payments will be directly between the resident and the successful hauler unless resident qualifies for Handicap/Disabled Resident Service (see section 2d). The maximum charge per residence per month is fifteen dollars (\$15.00), however the prospective bidder may propose a lower fee on the bid form.
- d. Disabled Residents Pickup (Service provided to all who qualify) – Due to the City of Creve Coeur determining that basic service is to be curbside pick-up, the Contractor shall nonetheless provide rear yard collection service to physically disabled residents at no additional charge to City or such residents. Such residential disposal service shall be provided at the rear as defined above when the recipients of the service are not capable of placing containers at the curbside or street right-of-way because of physical disability. The Disabled Pickup service/collections will be considered incidental to the contract. Bidders are to provide reasonable procedures for residents to apply for and qualify for this special service. Contractor shall work with the city to create the necessary application forms. The Contractor shall be responsible to verify that a disabled discount recipient is a resident and there are no non-qualifying adult occupants. Contractor's procedures should include:
 - i. **Qualifications for Eligibility** – Resident submits a doctor's letter verifying the level of their disability. Confidentiality of medical information shall be preserved as required by law. Resident shall

- also certify that no other member of the household is capable of getting their trash and/or recycle containers to the curb.
- ii. **Enrollment Period** – Residents can enroll for this service at any time throughout the year (unlimited enrollment period) for duration of disability. Contractor may verify eligibility annually in its discretion.
 - iii. **Audit and Disputes** – The City will be able to audit compliance with this aspect of the program at any time. The City will make final decision on eligibility in the event of a dispute.
- e. Annexation – In the event of an annexation by the City of Creve Coeur, the Contractor shall offer services to all single-family residential homes and condos within said annexation area at the approved contract costs to be billed and collected by the Contractor at the same per-residence cost as services are provided to the balance of the City under this contract, as soon as the City is allowed to commence such collection as provided in Section 260.247 RSMo or other applicable law.
 - f. Collection Vehicles - Contractor shall furnish new collection vehicles for the collection of solid waste, and recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded. If any collection vehicles leak on the City of Creve Coeur's streets or private property, the Contractor is responsible for the immediate cleanup, to the satisfaction of the Director of Public Works. Failure to cleanup leaks which includes but is not limited to liquid or solid waste spoils, engine oil, fuel, hydraulic fluid, etc. in a proper and timely manner will result in liquidated damages as stated in the contract.
 - g. Radio Frequency Identification (RFID) – Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- Date
- Tag Number
- Type of Collection
- Address
- Toter Size
- Weight of Collected Material

3. Recyclables

- a. Resident Recyclable Collection In Plastic Wheeled Toters with Lid - Recyclables are to be picked up once a week in Contractor-supplied containers from the curb line. Refer to recyclables (Specifications - Item 1b) as defined in the definitions for those items that are recyclable.

4. Yard Waste

- a. Christmas Tree Disposal – The Contractor will be required to pick-up Christmas trees at the curb during the month of January on the residents' regular yard waste collection day. One yard waste tag is required per Christmas tree.
- b. Yard Waste - The Contractor is to pick up, **once a week, throughout the entire year**, yard waste in biodegradable bags with tag attached or loose in City-approved reusable containers with lid(s). A yard waste tag may be attached to the lid or the handle (resident's choice), of each container per use (Contractor to remove and dispose of tag during pickup). Limbs can be bundled as described above with a yard waste tag and placed at the curb for pick-up.
- c. Yard Waste Tag Program – The Contractor will provide for residential purchase, a yard waste tag, design to be approved by the City, to be sold at the City government center and other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident attaches a tag to the bag, bundle or container.
- d. Yard Waste Pre-Paid Bag Program – The Contractor will provide for residential purchase a pre-tagged/printed yard waste bag to be sold at the City government center other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident uses the pre-tagged/printed bag.
- e. Yard Waste 12-month Contractor- Provided Toter Program – The Contractor will offer a twelve-month, weekly pickup, unlimited quantity, yard waste collection, to be paid for by the resident. As part of this contract, Contractor will provide a 95-gallon toter to the resident, for unlimited yard waste pickup. This twelve-month contract will not require any tags or pre-paid bags for any additional yard waste that does not fit in

the Contractor-provided container. Christmas tree disposal (limit 2) will be at no additional charge to participants of this program. The resident will be required to use the biodegradable paper bags or other City- approved resident-provided containers for the additional yard waste. Contractor shall bill the resident quarterly for this service. Current contractor has approximately 200 participants.

- f. Yard Waste Program Transition - In the event the City chooses a different contractor from the firm currently under contract, the new Contractor agrees to assist in the transition from one firm to another by honoring all yard waste tags and/or pre-paid collection bags purchased by residential units from the current Contractor until December 31, 2014. Similar transition will apply at the end of this contract.

5. Dumpsters

- a. Residential Dumpster Pricing - The Contractor will provide dumpsters as required to provide service to multi-family condominium buildings/complexes where individual containers are not used. Some of the containers belong to the condos and others belong to the present hauler, i.e. Republic Services. The bidders are advised of this situation so that they are prepared to furnish the containers at locations where the present containers belong to the present contractor. The Contractor is required to perform maintenance on condominium-owned containers/dumpsters at no cost to the City or condominium. Such maintenance will be considered incidental to the contract. The Contractor will be required to maintain all dumpsters (both Contractor and condominium owned) in good condition (i.e. no holes, remove graffiti, replace broken or missing lids, replace missing or damaged wheels, etc.), as determined by the Director of Public Works. Replacement dumpsters are required to be delivered within ten working days after written request is submitted to Contractor.

Each bidder shall indicate the charges of various size dumpsters, to be emptied a minimum of once a week. The cost for once-per-week collection from these dumpsters will be billed directly to the City as part of this contract, but the cost of additional weekly pickups for condos should be included in the response. A listing of the number of dumpsters, sizes and locations currently being serviced is included in the bid form. Additional condos in the city may be added at the unit cost proposed by the successful bidder.

The cost for recycling containers (95 gallon toter and/or recycle dumpsters) and recycle collection shall be included in the dumpster unit price for condominiums.

- b. Condominium Extra Collection Pricing - The cost for extra collections will be billed directly to the manager of the condominium using this service in accordance with the prices quoted with the list submitted as required in the bid documents.
- c. City Owned Facilities - The Contractor will be required to provide solid waste, yard waste, and recyclable collection services to all City-owned facilities at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide the following dumpsters and collection schedule as outlined below:
 - i. City Government Center – 300 N New Ballas Road, one – 6CY dumpster (solid waste) collected three times a week; 12 - 95 gallon residential toters (recycle) collected once a week.
 - ii. Municipal Garage – 996 East Rue De La Banque Drive, one – 6CY dumpster (solid waste) collected twice a week; and one – 20CY roll off (yard waste) collected on an as needed basis.
 - iii. Millennium Park – 2 Barnes West Drive, one- 2CY dumpster (solid waste) collected once a week.
 - iv. Dielmann Recreation Center Ice Rink/Golf Course – 11400 Old Cabin Road, one – 4CY dumpster (solid waste) and one – 4CY dumpster (recycle) both collected twice weekly
 - v. City Street Sweeping Program – two -30CY dumpsters (solid waste), collected when filled, at various locations during street sweeping contract (as directed by the City).
- d. Special Events – The Contractor will be required to provide solid waste, and recyclable collection services for City-sponsored special events (up to three events per fiscal year, but an event may run for multiple days), at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide dumpsters and/or toters two days before the events at locations designated by the Director of Public Works. All dumpsters and toters to be removed by the Contractor before 7:00 AM on the Monday after a weekend event or within 24 hours of conclusion of a weekday event.

6. Customer Service

- a. Customer Service Standards - All complaints (including missed pick-ups) received by the Contractor directly from residents or from the City before 2:00 p.m. shall be abated by 5:00 p.m. on the day the complaint was received. All complaints received after 2:00 p.m. shall be abated by 12:00 noon the following calendar day. Missed pickups shall be abated regardless of whether required tags were originally attached, so long as required tags are attached at time of abatement. The Contractor shall follow-up all complaints by speaking with each complainant (or other responsible representative of the complainant) to insure that the complaint

has been resolved to the satisfaction of the complainant. The Contractor shall maintain a daily log of all complaints received and time that complaint was abated; furthermore, the Contractor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month. The City will also maintain a complaint log.

- b. Customer Service Center - The Contractor will operate and maintain a Customer Service Center (CSC) with telephone lines dedicated for use by City residents and the City and subject to the following minimum standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; and 8:00 a.m. and 12:00 noon on Saturday. During such time, all calls must be answered by a trained Customer Service Representative (CSR) – the system must answer the call within 5 rings and a customer shall not be on hold for more than 60 seconds; All complaints must be given prompt and courteous attention; 2) during all other times, calls to the CSC will be received by an answering service or machine, to be returned by noon of the next business day; 3) all CSRs are required to give their first name and id number when answering a call; 4) supervisory personnel must respond to any request for intervention within two hours of the request; 5) the Contractor shall implement procedures whereby complaints can be received via fax and e-mail, with relatively the same response time as telephone calls; 6) the use of E-mail by the Contractor is **REQUIRED** for efficiency and a higher standard of service. The Contractor shall use the existing City procedure to send and receive e-mails from City staff; 7) Contractor is required to have at least two trained staff members to assist with customer service during normal business hours for this contract. Names of the contractor's trained personnel will be provided to the City along with e-mail addresses, direct office phone numbers, and cell phone numbers.
- c. Contractor Report Daily – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. Daily, prior to 9 a.m., a responsible representative of the Contractor shall report to and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups regarding said collection service. Daily, prior to 2 PM, a responsible representative of the Contractor shall report to and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups regarding said collection service. Daily, prior to 4:45 p.m., a responsible representative of the Contractor shall report to said Director of Public Works or his designee that all justified complaints and missed pickups regarding the collection service have been abated and to receive any and all complaints and reports of missed pickups regarding said collection service. The Public Works office will keep time records to monitor that the above noted requirements are followed.

- d. Publicity - The Contractor shall provide adequate publicity to all residential dwelling units within the City of Creve Coeur as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, submission of an approved article for publication and distribution in one (1) issue of the City's monthly newsletter; and at least one mailing to each residential dwelling unit within the city limits of the City of Creve Coeur indicating the date of change-over, the day of collection for the different types of collections, availability and ordering or rear-yard pickup, availability of and eligibility for disabled services, what items are collected and how they are to be stored, and the telephone number of the Contractor's office where questions or complaints can be handled, as well as pertinent e-mail addresses and website. Such publicity shall be approved by the Director of Public Works, prior to distribution or publication.
- e. Brochure - The Contractor will be required to pay and arrange for the printing and distribution to all residential pickup locations, the "City of Creve Coeur Resident's Guide to Trash Collection", giving instructions about the collection program and providing educational material concerning the collection of solid waste, yard waste and recyclable materials. The City will work with the Contractor in developing the content for this publication. Printing and distribution of the brochures will be required at the beginning of each year of the Contract, beginning in July 1, 2014 and again in each of the following contract years on July 1. Such brochure shall be approved by the Director of Public Works, prior to distribution or publication. Contractor shall also provide 250 extra brochures city staff to make them available to the public at the Government Center, as well as versions suitable for posting on the City website and for e-mail distribution. Contractor shall also comply with County notification requirements.
- e. Sorry Notes - Any solid waste, recyclables or yard waste not meeting the requirements herein shall not be collected. In such an event the Contractor shall affix thereto a "Sorry Note" to be placed on the material stating the reason it was not collected. The date, address and reason that the "Sorry Note" was issued shall be reported to the City. The Contractor shall, at its own cost, provide "Sorry Notes".
- f. Magnets - Contractor will provide and deliver along with toters, a refrigerator magnet identifying the hauler's name and contact information. In addition, the magnet shall identify the list of recyclable items. Contractor to work with city staff on the design said magnets.
- g. Records - The Contractor shall submit accurate monthly records of the total volumes or weights of each category of solid waste, yard waste, and

recyclables collected within the City by the fourteenth (14th) calendar day of the following month. The recyclable tonnage documentation required must be submitted by the Material Recovery Facility (MRF) in the form of a "Point of Origin Report." This report must be sent directly from the MRF to the City and a copy to the Contractor. At a minimum the information described in Appendix C must be reported.

- h. All Contractor billing practices shall be subject to approval by the Director of Public Works, which shall not be unreasonably withheld.

7. Schedules and Routes

- a. Collection Schedule – The pick-up of solid waste, recyclables, and yard waste from a single premise is required to be on the same day. The collection schedule will be as follows:

<u>Day of the Week</u>	<u>Collection Area</u>
Monday	Ward 1
Tuesday	Ward 2
Wednesday	Ward 3
Thursday	Ward 4
Friday	Make-up day and pick up misses

See attached Ward Map for Ward boundaries

- b. Holiday Schedule - No collections shall be required on the following annual legal holidays: January 1, the last Monday of May, July 4, the first Monday of September, the fourth Thursday of November and December 25. Regular collections that fall on a holiday will be collected by the Contractor on the next day, and the remaining pickup days for the week will shift accordingly. The Contractor shall submit a "Holiday Schedule" schedule to the city by December 15 each year of the contract referencing the collection dates on holiday weeks for the ensuing year. The city will publish on the city website and in the city newsletter.
- c. Collection Routes - The Contractor shall further establish routes for the collection of solid waste, yard waste, and recyclables that are suitable, economical and efficient for their operations and consistent with the prompt and complete performance of the service. The Contractor's collection schedule and collection routes shall be filed with the Director of Public Works. Such collection schedules and collection routes shall not be changed without the written approval of the Director of Public Works nor until written notice of such change is provide to all households.
- e. Collection Times - No collections shall be made before 7:00 am or after 5:00 PM, except for collection of City-owned facilities, which may be picked-up between 7:00 AM to 6:30 PM. No collections shall be made

from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holidays as described above.

8. Special Pick-ups

- a. White Goods/Appliances - shall be defined as major appliances (as defined by Section 260.200 RSMo) and any other items that cannot be disposed of at landfills, not including hazardous or infectious waste. The resident must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type shall be billed directly to the resident for a maximum \$25 fee per item, however bidders may choose a lower dollar amount on the bid form. Construction materials generated by builders are not included.
- b. Bulky Goods/Furniture - shall be defined as residential non-putrescible waste that would qualify as solid waste except that it is too large or too heavy to be safely and conveniently loaded by one person into waste transportation vehicles, but shall not include items that may not be disposed of in a landfill. Residents must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Residents are allowed two (2) pick-ups at no cost per year. These by-appointment pickups shall fulfill County requirements for biannual scheduled pickups. Per the County Ordinance, free pickups are limited to five (5) items per pickup. Each item shall weigh no more than 60 pounds. Each additional pick-up Bulk Goods pickup shall be billed directly to the resident by the hauler for a maximum \$25 fee per item, however prospective bidders may choose a lower dollar amount on the bid form. Construction materials generated by builders are not included.

9. General

- a. **Unightly Conditions** - When the accumulation of recyclables creates an unsightly, unsanitary, or hazardous condition, in connection with any multiple dwelling, the Contractor shall work with the building owner to provide tank-type container(s) of a size and number sufficient to contain the recyclables between collections.
- b. **Cleanliness** - In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive or public place, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store totes or containers of any kind in common areas or in the City right-of-way.

c. Tonnage and Dwelling Units –

During the year 2012, the City's residential units generated the following:

Solid Waste	3,608 Tons	67%
Recyclables	1,749 Tons	33%
Yard Waste	3,357 CY	

During the year 2011, the City's residential units generated the following:

Solid Waste	3,702 Tons	66%
Recyclables	1,893 Tons	34%
Yard Waste	2,997 CY	

During the year 2010, the City's residential units generated the following:

Solid Waste	3,720 Tons	67%
Recyclables	1,840 Tons	33%
Yard Waste	3,003 CY	

During the year 2009, the City's residential units generated the following:

Solid Waste	3,771 Tons	71%
Recyclables	1,553 Tons	29%
Yard Waste	3,479 CY	

Four-year average for these services:

Solid Waste	3,701 Tons	68%
Recyclables	1,759 Tons	32%
Yard Waste	3,209 CY	

The City estimates that at the time of preparation of these specifications it has approximately 5,520 residential dwelling units subject to the contract. The breakdown is as follows:

Single Family	5,020 Units
<u>Condos</u>	<u>500 Units</u>
Total	5,520 Units

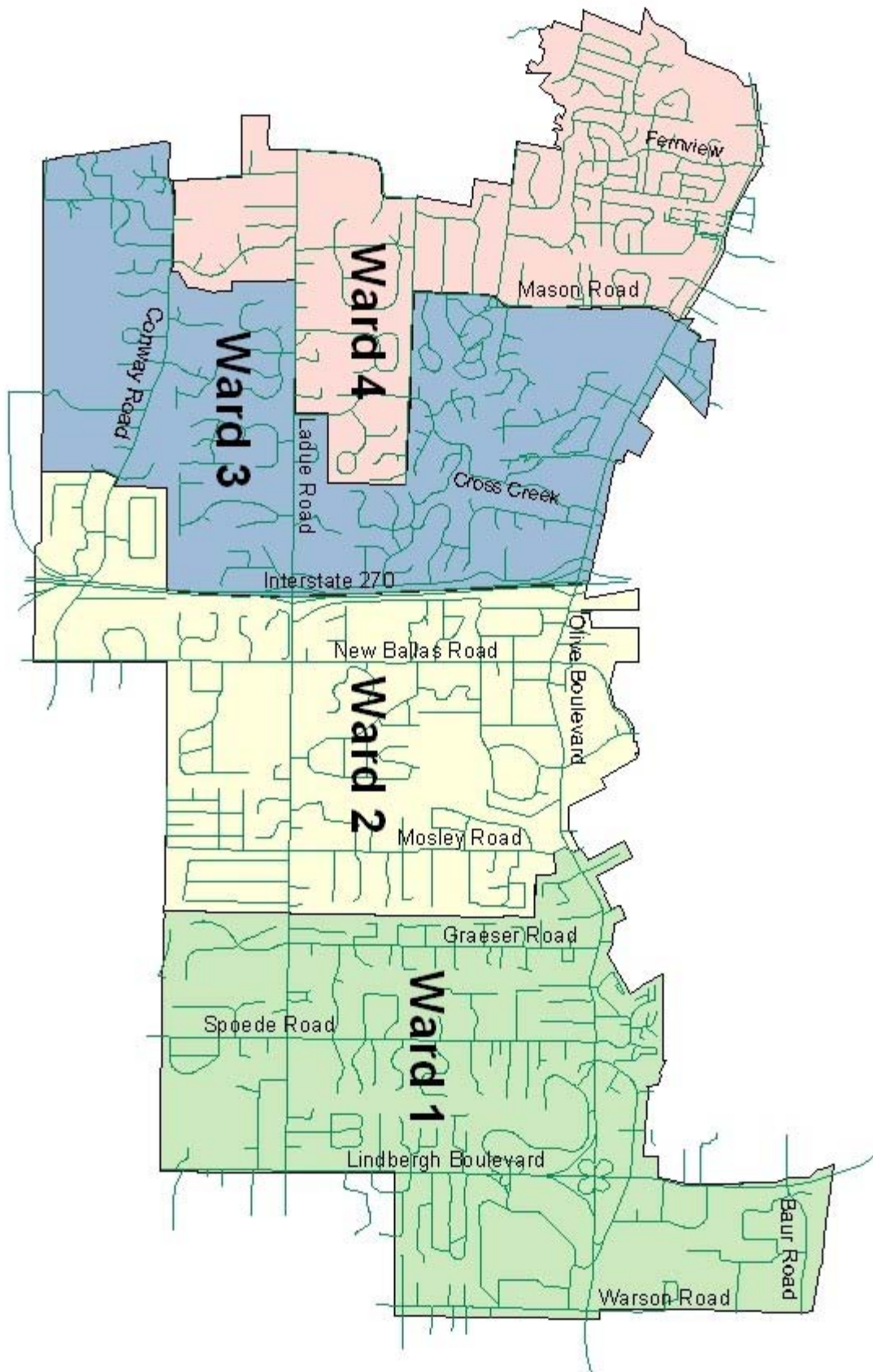
For the purposes of payment under this Contract, the City and the Contractor shall complete an audit of the number of residential dwelling units at the beginning of each fiscal year (July 1) and make adjustments to the contract price based on the cost per unit as bid. Payment for curbside collection will be made upon the number of residences where toters for trash and recycle collections are placed at the curb for pick-up. Multi-unit condominiums which receive dumpster shall be paid at the dumpster rate only.

It is the intent of the City that services shall be extended to all new dwelling units constructed and occupied without adjustment in price for that year. The City does not anticipate substantial residential construction during any one year in the life of the contract. Adjustments will also not be made for buildings which are demolished during the year.

- d. **Solid Waste Diversion Reward** – A solid waste diversion reward shall be given to the city for every ton of material that is diverted from the solid waste landfill. The reward should be paid to the city within 30 days of the end of each year of the contract and shall be based on the number of tons of recycling collected. The per ton compensation shall be a minimum of ten dollars (\$10) per ton or 50% of the average market value of the raw single stream recycle material for the previous year, whichever is greater.
- e. **Performance Bond** - The Contractor shall furnish to the City a performance bond or an escrow in lieu of a performance bond acceptable to the City in the sum equivalent to one hundred (100%) percent of the contract price for one (1) year with sureties approved by the City indemnifying the City against the Contractor's failure or inability to comply with the terms of the City-Contractor Agreement or the provisions of these specifications.
- f. **Insurance** - The Contractor shall provide a certificate of insurance as described below and shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, and agents from any liability, claim, damage, or cause of action which may be sustained by or asserted against the foregoing, directly or indirectly or in any manner arising out of the performance or failure of performance on the part of the Contractor (including any subcontractor), and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$5,000,000 combined single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Missouri.

The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried from a firm or corporation satisfactory to the City of Creve Coeur 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 will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Creve Coeur and its elected officials, officers, employees, and agents as additional primary insureds. All necessary endorsements to effectuate additional insured coverage shall be provided.

- g. Laws** - The Contractor will be required to obtain all licenses and permits and comply with all City ordinances and regulations. The Contractor shall at all times comply with all ordinances and regulations of St. Louis County, and any statutes, rules and regulations issued by the State of Missouri or the United States. Annual certifications and affidavits shall be provided as required.



Special Provisions

1.0 CONTRACTOR RESPONSIBILITY

In the event of a work-related strike by the Contractor's employees, the Contractor shall guarantee continuation of normal residential solid waste, yard waste and recyclable collection service to the City.

1.1 In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from the June to June (i.e. June 2014 to June 2015 for the 2nd year) with a 4% cap on any yearly increase.

1.2 Title to all waste shall be vested in the Contractor upon placement in the vehicle.

1.3 All solid waste and recyclables shall be immediately removed from the City. No loaded or partially loaded vehicles will be allowed to park within the City overnight.

1.4 Any and all spillage of solid waste, yard waste or recyclables, at any stage of the collection or transportation operation, shall be retrieved immediately.

1.5 The collectors and truck operators shall exercise care to keep noise at a minimum particularly during early morning hours.

1.6 Collectors shall securely replace lids on all storage containers after emptying (no lids upside down, no open totes), put containers back in their original location and shall not abuse said containers and lids. The contractor shall replace storage containers and/or other facilities damaged by the collector, with like facilities.

1.7 The Contractor shall survey the City prior to submission of their proposal to evaluate all conditions that may affect said proposal. All bidders shall tour the City and familiarize themselves with the work contemplated in the bid proposal. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by the bidder and shall constitute a waiver by each of all claims of error in bid, withdrawal of bid or payment of extras or any combination thereof related to matters observable by means of such inspection.

2.0 Additional Collection Requirements

Service shall be provided in a workmanlike manner.

2.1 The Contractor shall immediately and completely remove all spillage and residue of waste at any stage of the collection and transportation operation. Any residential solid waste, recyclable or yard waste spilled or blown during transport or transferring, shall be retrieved immediately.

2.2 No waste shall be transported in the loading hoppers of trucks.

2.3 Compactor-type vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. Properties damaged by the Contractor shall be replaced or repaired promptly with like properties by the Contractor at its sole expense.

2.4 Billing for any services provided beyond the base service level shall be handled by the Contractor. The resident shall be billed directly for said services by the Contractor and the City shall bear no responsibility for any uncollectibles.

3.0 REPORTS TO THE CITY

3.1 The collection supervisor shall contact the Director of Public Works, or a designated representative, to report observed resident violations of City solid waste, yard waste and recyclables ordinances and collection regulations. The contractor or the City will notify the residents of any violations, as determined by the City.

3.2 The Contractor shall submit an accurate monthly record of the quantity and capacities of containers serviced at each condo by the eighth (8th) working day of the month following

3.3 The Contractor shall submit an accurate certified monthly record of total net tons of recyclables collected within the City by the eighth (8th) working day of the month following. In addition, the Contractor shall submit weekly trash and recycle collection weight reports generated by the RFID system in either excel or access program format.

4.0 VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of this contract shall:

4.1 Carry evidence of a current State of Missouri safety inspection.

4.2 Vehicles will be kept clean for appearance and suitability for waste collection in a manner that prevents spillage. Small pick-up trucks may be provided with a retractable cover.

4.3 The gross axle weight of a disposal vehicle shall not exceed 15 tons. The gross vehicle weight of the disposal vehicles shall not exceed 30 tons for single axle trucks and 45 tons for tandem axle trucks.

4.4 No truck will be allowed to be parked in the City overnight, except in case of extreme emergency. Contractor will notify City Police Department.

5.0 PENALTIES AND FINES

In the event that the Contractor shall fail or refuse to perform its duties and

obligations, or shall fail to comply with any of the specifications, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 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 of assets by the Contractor for the benefit of its creditors, or the taking of the Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Contractor, or shall fail to comply with any ordinances of the City, the City may at its option declare the Contractor to be in breach of the agreement, and the City may without notice terminate the agreement and declare same forfeited and terminated, and the City's remedies shall include, but not be limited to, collection on the Performance Bond posted by the Contractor. The City will recover additional costs, if incurred, during the legal proceedings against the contractor, including attorney fees.

5.1 The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services as specified in the contract. For this purpose, a "Miss" is defined in section 6a under Customer Service:

- a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day, and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed two or more times in a four week period; and
- c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required hereunder within the provisions of the contract documents; and
- d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

5.2 The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

Such forfeiture may, at City's discretion, be accomplished by deducting the forfeited amount from any payment due Contractor by City.

5.3 The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior consent in writing of the City, by action of the City Council.

6.0 TERM AND OPTION FOR EXTENSION

The term of the agreement shall commence on July 1, 2014 and end on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

7.0 CITY CODE REVISION

If the present City Code is in conflict with major provisions of the collection options selected by means of contract award to the successful Contractor, a code revision will first need to be made.

Appendix A

PREVIOUS EXPERIENCE AND PERFORMANCE REFERENCES

Bidder's Company Name: _____

Instructions: Complete this form for each of three (3) references for the bid proposal. Experience must be relevant to the activities described in this document.

PERFORMANCE REFERENCES AND PROJECT SUMMARIES:

Topic/Project Title: _____

Performance Reference Contact Person: _____ Phone Number: _____

 (Name/Title)

Indicate if Your Company Was:

_____ Primary Contractor

Total Project Cost (\$): _____

_____ Subcontractor

Your Company's Portion (\$): _____

Client (Company Name): _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ FAX Number: _____

Program Location: _____

Program Date: _____ Number of Persons Impacted: _____

List Personnel Involved in Project (Include resumes): _____

Program Summary (including length of contract, current status, program results, etc.):

Appendix B

ENVIRONMENTAL PREFERENCE

The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are no significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations

- Produced locally or regionally (to minimize environmental costs associated with shipping)
- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

Appendix C **SOLID WASTE/RECYCLING/YARD WASTE MONTHLY VOLUME** **REPORT**

FOR THE CITY OF _____
MONTH OF _____

	TONS	MTD	YTD
SOLID WASTE			
RECYCLE			
YARD WASTE			

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

BID PROPOSAL FORM

BID TIME _____

BID DATE _____

TO: THE CITY OF CREVE COEUR

The bidder declares that it has had an opportunity to examine the site of the work and it has examined and understands the Contract Documents (defined as the Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement, and any Addenda) therefore, and that it has prepared its proposal upon the basis thereof, and having carefully examined the City, for the

**Residential Solid Waste, Yard Waste and Recycling Waste Collection,
Removal and Disposal Bid For 2014-2019**

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said work in accordance with the said Contract Documents for the following itemized bid.

(Signature)_____
(Print Name)_____
(Company Name)_____
(Address)_____
(Telephone Number)

BID PROPOSAL FORM
RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING
WASTE COLLECTION, REMOVAL, AND DISPOSAL FOR 2014-2019
CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal as specified in the bid specifications. **The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.**

Item I – Solid Waste		<u>Monthly Cost</u>	<u>Annual Cost</u>
1. a.	Single family including single unit condos, pick-up solid waste once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____
b.	Option: 2X Curbside pick-up, Resident may pay Contractor directly for twice a week curb pickup. (Upgrade price for second weekly curbside pickup)	\$ _____	\$ _____
2. a.	Single family including single unit condos, pick up solid waste once a week Resident may pay contractor directly for rear yard pick-up. Maximum charge per residence per month is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for once a week rear yard service)	\$ _____	\$ _____
b.	Option: 2X Rear yard pick-up Resident may pay contractor directly for twice a week rear yard pickup. Maximum charge per residence per month for second weekly pickup is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for second weekly pickup rear yard service)	\$ _____	\$ _____

Item II – Recyclable Materials

	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. a. Curbside Pickup of Recyclable Materials once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____

Item III - Miscellaneous

1. White Goods – Metal Appliances Resident schedules pickup with Contractor and pays Contractor directly for this service. (Maximum \$25/item)	\$ _____ (Per Item)
2. Bulky Goods – Furniture/Large Items Resident schedules pickup with Contractor	
a. Two free annual pickup	\$ 0.00
b. Cost for additional pickups within the same year (Maximum \$25/item)	\$ _____ (Per Item)
3. Yard Waste	
a. Tag Cost for Yard Waste Pickup	\$ _____
b. Cost of pre-paid Biodegradable Yard Waste Bag for Pickup	\$ _____
c. Cost to resident for yearly rental of a 95 Gallon plastic toter* with wheels, cover, and unlimited yard waste collection service. (Service paid for by residents)	\$ _____

* City to approve type of toter used by Contractor for this contract.

***Bidders may provide a fee schedule with a breakdown of individual items (car batteries, refrigerator, tires, etc.) at their discretion.

Item IV – Solid Waste Diversion Rewards

- Contractor will share profits as a recycling incentive. Payments to the city will be ten dollars (\$10) per ton or 50% of the per ton market value of the raw single stream recycled material, whichever is greater. The city shall receive payment for every ton of recycled material collected by the hauler. (See item 9d on page S-14 for details).

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source? _____
2. Does you landfill capture and reuse methane gas? _____

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix B.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

	<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
	Single Pickup per week			
	1 CY Once A Week	0 Units	\$ _____	\$ _____
	2 CY Once A Week	44 Units	\$ _____	\$ _____
	3 CY Once A Week	4 Units	\$ _____	\$ _____
	4 CY Once A Week	5 Units	\$ _____	\$ _____
	6 CY Once A Week	0 Units	\$ _____	\$ _____
Optional: Additional Pick-up Per Week	1 CY Additional Pick-up	0 Units	\$ _____	\$ _____
	2 CY Additional Pick-up	8 Units	\$ _____	\$ _____
	3 CY Additional Pick-up	1 Unit	\$ _____	\$ _____
	4 CY Additional Pick-up	0 Units	\$ _____	\$ _____
	6 CY Additional Pick-up	0 Units	\$ _____	\$ _____

The City has the following Condos with their solid waste container sizes and quantities:

Briarcliff I and II
1 of 4 CY – 970 Spode Road

(1x per week)
3 of 2 CY – 1010 Thoreau Court

(1x per week)
 3 of 2 CY – 1033 Wilton Royal Drive
 (3x per week)
 2 of 4 CY – 10936 Vauxhall Court
 (1x per week)

Saratoga

***3 of 2 CY Compactors (2x per week)
 2 of 2 CY Loose Containers (2x per week)

Villas at Golfview - 561 Sarah Lane

***2 of 2 CY Compactors (1x per week)
 2 of 2 CY Loose Containers (1x per week)

Courtland Hall 950 E Rue de la Banque

1 of 4 CY (1x per week)

Summit Lofts – 630 Emerson Rd.

1 of 2 CY 2 of 3 CY (1x per week)

2 of 2 CY (1x per week)

Coeur De Royale

13 of 2 CY Compactors (1x per week)

Old Ballas Village

624 Old Ballas Road

6 of 2 CY (1x per week)

1 of 4CY (1x per week-Yardwaste)

Carriage House Manor

920 to 942 Guelbreth 1 of 3 CY (2x per week)

Woodbridge Condos

11920 Old Ballas 2 of 2 CY (1x per week)

Golfview at the Green - 590 Sarah Lane

4 of 2 CY (1x per week)

***2 of 2 CY Compactors (1x per week)

Somerfor Condos – 246 Somerfor Place

1 of 3 CY (1x per week)

***** Condominium Owned Dumpsters**

 (Signature)

 Printed Name / Title

 Company Name

 Telephone #

 Address

 Fax #

 City, State and Zip Code

 Date

NON-COLLUSION AFFIDAVIT

STATE OF _____ ,

COUNTY OF _____ ,

_____, being first duly sworn, deposes and says that he is _____* (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

(Title)

Subscribed and sworn to before me this ____ day of _____, 2013.

Seal of Notary

Notary Public

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation (or limited liability company), the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing each signer's authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with an official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2013, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and

_____,

a _____ with offices at _____ (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2014-2019.

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents consist of the Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the Specifications are applicable to this Agreement.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III**Time of Completion**

The period of the Agreement shall commence on July 1, 2014, and terminate on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

ARTICLE IV**The Contract Sum and Payments**

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services:

_____.

In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from the

June to June (i.e. June 2014 to June 2015 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract shall be paid in equal monthly installments.

Contractor shall share profits with the city for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each year based upon 50% of the value of eliminated dump fees and recycling revenue as described in the bid documents.

ARTICLE V

Performance of the Work

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents: and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes

as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

(e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

ARTICLE VI

Changes in the Work

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. The City may make changes within the general scope of the contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the Contract Documents. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the Contract Documents.

ARTICLE VII**Termination by City or Contractor**

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

ARTICLE VIII**Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$5,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as an Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies and all endorsements 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 will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor

agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

Contractor shall furnish sufficient competent labor therefore and shall make collections of solid waste, recycables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and from all solid waste containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

ARTICLE XIII

Arbitration

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive

motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____

Name: _____

Title: _____

Attest: _____
City Clerk

DATE: _____

Name of Contractor

By _____
"Contractor"

Name: _____

Title: _____

Attest: _____

DATE: _____

BILL NO. 5524ORDINANCE NO. 5403

**AN ORDINANCE REVISING CHAPTER 235 OF THE CODE OF
ORDINANCES REGARDING GARBAGE, TRASH AND REFUSE.**

WHEREAS, the City is entering into a new contract regarding trash collection services, which will become effective July 1, 2015; and

WHEREAS, certain provisions of Chapter 235 of the Code of Ordinances need to be changed effective July 1, 2015 to be in accordance with that new contract; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AS FOLLOWS:

SECTION 1: The definition of "Residential Containers" in Section 235.010 of the Code of Ordinances is hereby amended to read as follows:

SECTION 235.010: DEFINITIONS

RESIDENTIAL CONTAINERS: The following containers shall be used by householders: For curbside pickup of solid waste and recyclables, containers obtained from the City refuse collector; For optional "rear yard" pickup, standard trash containers as per City and County ordinances; For yard waste, biodegradable paper bags obtained from the City or bearing tags obtained from the City, or containers obtained from the City refuse collector.

SECTION 2: Section 235.020, subsection A.3, of the Code of Ordinances is hereby amended to read as follows:

Alternatively, a person, who is not eligible for disposal services from the City or from a collector under contract with the City or from a private refuse collector hired by others pursuant to subsection 2, may make their own arrangements for lawful disposition by either transporting such materials out of the City themselves or by effecting the disposal of garbage on his/her own premises by means of a garbage grinding and disposal unit and the disposal of rubbish by means of an incinerator located within or outside of a building on his/her premises and such incinerator is equipped with an electrical or mechanical device to eliminate smoke-producing gases and solids and, provided further, that these disposal facilities and their operation conform with the provisions of this Chapter and all other applicable laws and have been approved by the Health Inspector.

SECTION 3: Section 235.030, subsection A.2, of the Code of Ordinances is hereby amended to read as follows:

BILL NO. 5524ORDINANCE NO. 5403**SECTION 235.030: REFUSE DISPOSAL SERVICES -- TYPE AND SCOPE****A.2. Service to householders.**

- a. The City's services to householders (other than apartments) under its contract with the City refuse collector or collectors shall include the collection, removal and final disposition of all solid waste, yard waste and recyclable materials and other trash which are stored in accordance with the provisions of this Chapter and duly enacted regulations on such schedule as may be established by the City. Householders shall use approved residential containers. For householders obtaining containers from the City refuse collector, the initial containers selected by the householder whether on or about July 1, 2015 or as a subsequent new occupant of a residence, shall be provided at no charge. Replacement containers such as to change size or due to householder damage shall be provided at a cost of \$15.00 to the householder. Householders may only change container sizes during the month of June each year.

- b. The City shall pay for such services pursuant to such contract(s), except that instead of the City each such householder and the other adult residents of each such household, and the condominium association when applicable, shall be jointly and severally liable to the City refuse collector serving their property for the following user fees effective July 1, 2015:

Note – the following fees are stated in 2014 dollars and are subject to change and unless otherwise determined by the City Council shall increase effective each July first (1st), including July 1, 2015, based on the change in the St. Louis Consumer Price Index for Transportation published by the United States Department of Labor, Bureau of Labor Statistics between the immediately preceding June and June of the prior year, up to a maximum automatic annual increase of four percent (4%).

(1) Single-family dwelling (solid waste)

- (a) optional second weekly curbside pickup \$15 per month
 (b) optional "rear yard" pickup, once per week \$15 per month**
 (c) optional "rear yard" pickup, twice per week \$30 per month

** For services during the period from July 1, 2015 to June 30, 2016 the City will be paying 100% of these charges for residents. During the period from July 1, 2016 to June 30, 2017, the City will be paying a portion of these charges for residents, and residents will pay \$7.50 (in 2014 dollars, subject to increase as stated herein). After June 30, 2017, the City will not pay any portion of these charges, and residents will pay 100%.

(2) Condominium unit without common dumpster (solid waste) -

- (a) optional second weekly curbside pickup \$15 per month
 (b) optional "rear yard" pickup, once per week \$15 per month**
 (c) optional "rear yard" pickup, twice per week \$30 per month

** For services during the period from July 1, 2015 to June 30, 2016 the City will be paying 100% of these charges for residents. During the period from July 1, 2016 to June 30, 2017, the City will be paying a portion of these charges for residents and residents

BILL NO. 5524ORDINANCE NO. 5403

will pay \$7.50 (in 2014 dollars, subject to increase as stated herein). After June 30, 2017, the City will not pay any portion of these charges and residents will pay 100%.

(3) Condominium unit with common dumpster (solid waste and recycling) - optional second weekly pickup, up to 3 cu. yd dumpster - \$25 per month

- | | | |
|--|-------------------|-----------------|
| (4) White goods | \$ 25.00 per item | |
| (5) Bulky goods, two items limit per pickup | | no charge |
| (6) Yard waste tags (obtained from City) | | \$ 3.00 per tag |
| (7) Yard waste bags (obtained from City) | | \$ 5.00 per bag |
| (8) Unlimited yard waste service, once per week, curbside service including use of 95-gallon container with wheels, lid and handle | \$12 per month | |

- c. The foregoing monthly user fees shall not apply to a lot or dwelling for any month during which it is unoccupied for the full duration of the particular month. The City refuse collector shall establish procedures for property owners to submit the appropriate advance notice to establish that such monthly fees do not apply during specific months due to the property being unoccupied.
- d. The City refuse collector may issue invoices on a quarterly basis for collection fees. Such invoices shall be paid within thirty (30) days. Interest shall accrue on charges not paid on a timely basis at a rate of one and one-half percent (1.5%) per month, and in addition to all other obligations a person failing to pay such invoices on a timely basis shall be liable for all costs and attorney's fees incurred in the process of collection of such invoices.
- e. Upon failure to pay such usage fees for a period of sixty (60) days, the City refuse collector may terminate all optional services to the delinquent household or association, which shall then be obligated to use standard services for disposition of solid waste, yard waste and recyclable materials and other trash in compliance with the ordinances of the City. Any use of optional services of the City refuse collector after receipt of notice of service termination, without the express written consent and approval of the City refuse collector, shall constitute stealing of services in violation of City Code Section 210.360.
- f. Notwithstanding the foregoing, those residents physically unable to make use of curbside pickup will receive once-per week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works, including verification by the resident that there is no one residing or otherwise present at their residence that is capable of transporting their refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an

BILL NO. 5524ORDINANCE NO. 5403

ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

SECTION 4: Section 235.030, subsection B, of the Code of Ordinances, is hereby amended to read as follows:

Service By Private Collectors. Operators of apartment complexes, business establishments and public and private institutions must arrange for pickup of solid waste, yard waste and recyclable materials and other trash by private refuse collectors. All such private collectors shall perform their work in full conformity with the provisions of this Chapter. All residents other than occupants of apartments shall be served by the City refuse collector..

SECTION 5: Section 235.050, subsection B.2.c(1), of the Code of Ordinances, is hereby amended to read as follows:

To the extent that the City's contract with the City refuse collector provides for pickup other than at the curb, householders who select the service and pay the applicable charges may utilize such pickup option consistent with the requirements of the contract and City Ordinances. However, a householder shall not place items for collection at the curb by the City refuse collector earlier than 4:00 P.M. on the day prior to the day scheduled for collection of such items. Any containers used for the disposal of such items shall be removed from the curb by the householder not later than 6:00 AM the day following the scheduled collection. In the event that the amount of materials left for collection exceeds limitations imposed by the City Administrator or, in the absence of such formal limitations, a reasonable amount as determined by the City refuse collector, then the City refuse collector shall require the residents to schedule a bulky goods/furniture and/or white goods/appliances pickup.

SECTION 6: Section 235.050, subsection G, of the Code of Ordinances, is hereby amended to read as follows:

When not lawfully at the curb for collection, residential containers shall be stored on the premises either inside a structure or otherwise in a location that is not in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address. To the extent solid waste collection pickup is available at other than the curb, and applicable charges have been paid, the container shall be placed for pickup in compliance with the terms of the contract between the City and the City refuse collector but shall not be in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address earlier than 4:00 P.M. on the day prior to the day scheduled for collection of such items or later than 6:00 AM the day following the scheduled collection.

BILL NO. 5524ORDINANCE NO. 5403

SECTION 7: Section 235.060, subsection A, of the Code of Ordinances, is hereby amended to read as follows:

Every owner of a commercial building, including apartments and other multi-family dwelling complexes, shall provide at least one (1) refuse container for each building, unless additional containers or other methods are deemed necessary by the Director of Public Works for proper and sanitary storage of refuse. Said containers shall have a capacity of not less than twenty-five (25) gallons nor more than thirty-two (32) gallons and shall be constructed of galvanized iron or similar durable material of not less than twenty-six (26) gauge thickness. These containers shall be equipped with tight-fitting lids.

SECTION 8: Section 235.080, subsection C, of the Code of Ordinances, is hereby amended to read as follows:

Recyclable materials for collection shall be placed at the curb in City-approved residential container not earlier than 4:00 P.M. on the day prior to the day scheduled for collection of recyclables. Any containers used for the disposal of such items shall be removed from the curb by the householder not later than 6:00 A.M. the day following the scheduled collection. Residents unable to place recyclable materials at the curb for pickup due to documented disability may receive alternative collection services in compliance with the terms of the contract between the City and the City refuse collector as provided in Section 235.030, but the containers shall not be in an area between the street of address and the plane of any face of the house that is predominantly oriented towards that street of address except between 4:00 P.M. on the day prior to the day scheduled for collection of such items and 6:00 AM the day following the scheduled collection.

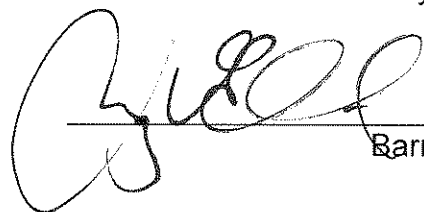
SECTION 9: This ordinance shall become effective on July 1, 2015, pursuant to Section 3.11(g) of the City Charter.

Passed this 24th day of November, 2014.



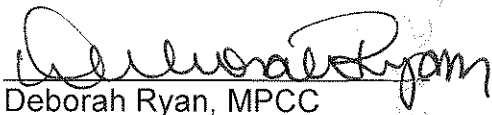
Charlotte D'Alfonso
President of City Council

Approved this 24th day of November, 2014.



Barry Glantz
Mayor

Attest:



Deborah Ryan, MPCC
City Clerk

2. The following is a list of the

names of the persons who have been
admitted to the office of the
Recorder of Deeds for the year
1900.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

Meeting: 09/23/19 06:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

REVIEWED

STAFF REPORT

Energy and Environment Committee Report

The Energy and Environment Committee will provide a report on current initiatives and issues.