Ord. # 2168

AMENDED CONTRACT
FOR
RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES

WHEREAS the City of Bellefontaine Neighbors previously requested a proposal for an extension to the existing residential solid waste disposal contract for single family residences within the said City; and

WHEREAS the response of Waste Management of St. Louis, INC. was determined to be acceptable by the city's board of alderman in accord with the terms and conditions of the request for proposal;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the City of Bellefontaine Neighbors, Missouri, (hereinafter; "the City") and Waste Management of St. Louis, INC. (hereinafter; "the City") for and in consideration of the mutual covenants and promises and contained herein and in further consideration of the sums of money to be paid as hereinafter provided, the sufficiency and adequacy of which consideration is hereby acknowledged by both parties, as follows, to wit:

1. Waste Management agrees to provide solid waste collection and disposal services to all single-family and two-family residences in the City for a three year period beginning at 12:01 a.m. on June 1, 2011, and ending at 11:59 p.m. on May 31, 2014, and, at City's option as provided below, for an additional two year period beginning at 12:01 a.m. on June 1, 2014, and ending at 11:59 p.m. on May 31, 2016, all in accord with the terms and conditions hereinafter set forth and reflected on Waste Management's proposal dated October 18, 2010, attached hereto as Exhibit A and incorporated herein by reference, and the additional terms and conditions attached hereto and incorporated herein by reference. Waste Management specifically hereby adopts and affirms all terms, conditions, specifications, presentations and commitments as attached hereto

2. The level of service to be provided by Waste Management will consist of once per week curbside collection of co-mingled recyclable materials as defined herein, once per week collection of solid waste, and once per week collection of separated yard waste, all as more fully defined and delineated in the attached materials. Waste Management will provide each resident with 95 gallon carts, one for trash and one labeled "yardwaste only". These carts will be supplied at no additional charge to each

household. The city will provide recycling carts to all residents that request them.

3. The fees to be charged to residents of the City in accord with Exhibit A:

   3.1 The standard fee shall be $19.67 per month per residence for the year beginning June 1, 2011, through May 31, 2012; $20.05 per month per residence for the year beginning June 1, 2012, through May 31, 2013; and $20.45 per month per residence for the year beginning June 1, 2013, through May 31, 2014.

   3.2 The City also has the right to extend the contract for an additional two year option period. If exercised, the fee charged in the option years will be: $20.85 per month per residence for the year beginning June 1 2014, through May 31, 2015; and $21.25 per month per residence for the year beginning June 1, 2015, and ending May 31, 2016. The City must notify Waste Management by letter no fewer than 90 days prior to May 31, 2014, of its intent to exercise the option to extend the contract for the additional years. During the option period residents 62 years of age and older will continue to receive a discount equal to 10% of the standard fee consistent with the provisions of Section 3.3, below.

   3.3 For households consisting of not more than two persons in which the head of household is at least 62 years of age, the charge for standard service shall be $17.70 per month per residence for the year beginning June 1, 2011, through May 31, 2012; $18.05 per month per residence for the year beginning June 1, 2012, through May 31, 2013; and $18.40 per month per residence for the year beginning June 1, 2013, through May 31, 2014.

4 Additional 95 gallon trash or yard waste carts will be made available to residents requesting them at an additional charge of $2.50 per month through the life of this agreement.

5 Waste Management will provide for collection and disposal of "bulky waste items" from each residence as detailed in the attached proposal at least once per month at no additional cost.

6 Waste Management shall have no obligation to collect or dispose of any hazardous or toxic waste materials. Hazardous or toxic material shall consist of those substances which the United States Environmental Protection Agency and/or the State of Missouri have so denominated and as to which such relevant agencies shall have adopted regulations requiring special permitting or disposal procedures.

7 Waste Management may send billing notices to residents in accord with the established billing procedures customarily utilized by Waste Management; provided, however, that **no payment** shall be due to Waste Management until the expiration of the period of service reflected on the billing statement. Service to a resident who is delinquent in payment may be discontinued in accord with the provisions of Section 11, below.

8 Except as provided in Paragraph 15, below, Waste Management shall not be obligated to collect or dispose of unreasonable or excessive amounts of construction debris at any residence. For purposes of this provision, "construction debris" is defined to consist of waste building materials resulting from construction, remodeling, repair or demolition operations. In the event of a dispute between Waste management and a resident as to whether a given amount of construction debris is unreasonable or excessive, the City reserves the right to interpret and apply this provision and determine the responsibilities of Waste Management with respect to collection of such materials.

9 Title to all refuse, solid waste, recyclable materials and yard waste shall pass to Waste Management when such material is placed in Waste Management's collection vehicle, removed by Waste Management from a container or removed by Waste Management from a resident's premises, whichever last occurs.

10 Management shall keep a log of all customer complaints or inquiries received from residents of the City by Waste Management by phone or mail, together with notations showing when and how each complaint has been addressed or resolved by Waste Management. Waste Management will give each complaint or inquiry prompt and courteous attention and attempt to resolve same within 48 hours. Waste Management will provide the City with a copy of the log and notations and a summary of complaints or inquiries no less frequently than once per month or at such other reasonable frequency as the City may request form time to time.

11 Waste Management shall have the right to discontinue collection and disposal services to any residence for which a billing statement shall remain unpaid for more than sixty (60) days after the due date specified in Paragraph 7, above. Waste Management shall notify the City of any residence for which services are to be discontinued at least 48 hours prior to termination of service.

12 Waste Management shall indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees arising from or alleged to be related to a willful or negligent act or omission of Waste Management or its officers, agents, servants or employees, including, but not limited to, any and all claims or actions by the state or federal government and/or any agency or department thereof relative to or arising from the collection, transportation or disposal of waste, and including any claim related to environmental damages regardless of whether any such claim involves alleged negligence or otherwise.

13 Waste Management shall not be liable for any failure to perform or delay in performance of its obligations under this agreement due to contingencies beyond its reasonable control such as riots, compliance with emergency government orders relative to the public peace, fires, acts of God, and similar unforeseeable events or circumstances unrelated to the activities or operations of Waste Management. Such failure on the part of Waste Management shall not constitute a default or breach of obligations by Waste Management hereunder. However, if such failure to perform continues beyond a period of five (5) days, the City shall have the right to cancel or suspend the contract. In the event such failure to perform shall occur for a continuous period of more than five (5) days and the City does not exercise its right to cancel the contract and the Company shall resume provision of services under this agreement, waiver by the City of its right to cancel this contract shall not be construed as a waiver of its right to cancel this contract during any subsequent period for such impossibility to perform. During any such period during which the Company fails to provide services required under the agreement, the Company shall not be entitled to any payment for such period and its compensation shall be adjusted by a pro rata deduction on a daily basis for such period.

14 Hours of collection will be 7:00 A.M. to 6:00 P.M.

15 In the event of widespread calamity or the occurrence of a natural or man-made disaster affecting twenty (20) or more properties in the City roughly simultaneously, Waste Management agrees to provide additional emergency assistance in the form of roll-off containers, commercial-size collection containers and/or such other equipment as may be reasonably necessary and available to Waste Management to facilitate coordinated block-wide or neighborhood-wide cleanup of trees, limbs, yard waste, structural debris, damaged furnishings and miscellaneous other waste resulting from the event in question. Waste Management will promptly arrange for delivery and periodic collection/replacement services with respect to such equipment as may be reasonably necessary at locations and on such schedules as Waste Management and City may agree from time to time in light of the scale and nature of the circumstances then pertaining. The fee to be charged by Waste Management to City for such equipment and services shall be the same as the lowest amount Waste Management charges other political subdivisions for similar services and equipment at the time the services are provided.

In **Witness Whereof** the parties have set their hands and seals by their respective authorized agents on the dates hereinafter set forth.

Waste Management of St. Louis, Inc. City of Bellefontaine Neighbors

By: Dan Hannah 5-17-11 By: Robert J. Doerr
Name & Title Date Robert Doerr, Mayor Date
Municipal Manager

GENERAL INFORMATION

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

1. **Residential Dwelling Unit** - is defined as any single home or two family residence.

2. **Curb Collection** - The Company shall provide solid waste, yard waste, and recyclables, collection removal and disposal service to all residential dwellings within the corporate limits of Bellefontaine Neighbors. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Company will not be required to collect refuse from the inside of the buildings.

3. **Collection Vehicles** - Company is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable 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.

4. **Definitions** - Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

   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 animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. 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 waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, 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.

Recyclables means the following -

Containers:

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

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery - narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paper back books (does not include hard cover books)
- Cardboard (no waxed cardboard)

Yard waste means yard waste that will fit in a lidded trash can or biodegradable paper bag. Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items means those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

5. **Special Pick-Ups** - shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, not including hazardous waste. Property owner must schedule the pick-up with the Company with at least 48 hours notice, prior to pick-up. Each pick-up of this type will be billed to the resident. Construction materials generated by companies are not a part of this pick-up.

6. **Christmas Tree Disposal** - The Company will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yardwaste collection day.

7. **Holiday Schedule** - No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Company shall provide to the Municipality a list of the Company's recognized holidays.

8. **Collection Routes** - The Company shall further establish routes for the collection of solid waste, yard waste, and recyclables. The Company's collection schedule and collection routes shall be filed with the Clerk of the City.

9. **Municipality Owned Facilities** - The Company will be required to provide solid 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. This service will include the providing of one 2-cubic yard, or larger, container at locations agreed to by the parties.

   Said trash containers will be emptied twice per week, or as requested by the City. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service.

10. **Collection Times** - No collection shall be made before 7:00 a.m. or after 6:00 p.m., except by express authorization of the mayor of the City. No collections shall be made from any types of premises on

Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

11. **Residential Containers** - Solid waste refuse shall be stored in standard trash containers, supplied by the Company, one per dwelling unit, which have a maximum capacity of ninety (95) gallons. Recyclables shall be stored in bins or standard containers with a maximum capacity of sixty-five (65) gallons. The City will supply the 65 gallon containers. Yard waste shall be stored in biodegradable paper bags supplied by the resident or a 95 gallon container supplied by Company.

12. **Cleanliness** - In the collection of solid waste, yard waste, and recyclables, the Company 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, 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. Company will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City and need to dispose their loads into a larger vehicle. In addition, the Company will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond within four (4) hours of receipt to the satisfaction of the City.

13. **Company Report Daily** - The Company 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 Company. Once daily in the afternoon before 3:00 p.m., a responsible representative of the Company shall report to the city clerk of the City to receive any and all complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 6:00 a.m. and 4:00 p.m. on days when collections are made in the City. The cell phone number shall be available to the city clerk of the City for direct contact but not for use by the general public.

14. **Customer Service Standards** - All complaints received by the Company or City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Company shall maintain a daily log of all complaints received and time that complaint

was resolved. The Company shall provide a monthly report to the City, which will include copies of the daily reports for the prior month.

15. **Customer Service Center** - The Company will operate and maintain a Customer Service Center with the following minimum standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Company should implement procedures approved by the Municipality whereby complaints can be received via fax, e-mail and web site.

16. **Publicity** – The Company shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in the City newsletter, and at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Company's office where questions or complaints can be handled. Such publicity shall be approved by the mayor of the City prior to distribution publication. The Company must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the City.

17. **Insurance** – The Company shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Company, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than $3,000,000 single limit coverage. In addition, the Company 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 in a firm or corporation satisfactory to the City and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies

are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

18. **Laws** - The Company will be required to obtain all licenses and permits and comply with all ordinances as provided in City Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Company shall at all times comply with all ordinances and regulations of St. Louis County, and any rules and regulations issued by the State of Missouri.

19. **Volume Report** - Prior to the fifteenth of the following month, the Company shall complete the trash/recycling/yard waste monthly volume report. In addition, the Company shall make recommendations as to how they can increase the tonnage of recyclable material.

PENALTIES AND FINES

a) The Company shall pay as liquidated damages in the amount of Five Hundred Dollars per day for failure to comply with the provisions of the contract for service.

b) If the Company fails to service the City on a timely basis, the Company shall forfeit payment for services not performed unless remedied to the satisfaction of the City or caused by an act of God.

c) Company shall defend, indemnify and hold harmless the City and its employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Company, or any approved subcontractor, under this contract.

d) The contract shall not be assignable or transferable by the Company, nor shall any service be performed by a subcontractor for the Company without the prior written consent of the City.

e) Should Company miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of Five Dollars per missed service shall be credited on the next bill.

f) In the event of an emergency or failure by the Company to be able to adequately perform residential waste collection services, the Company shall immediately contact the mayor of the City. If a live voice-to-voice conversation is not possible, the Company shall contact the Police Department. The Company shall follow the instructions of the City to insure the public health, safety and welfare of the City.

TRASH/RECYCLING/YARD WASTE MONTHLY VOLUME REPORT
FOR THE CITY OF BELLEFONTAINE NEIGHBORS
MONTH OF _____

	TONS	MTD	YTD
TRASH			
RECYCLE			
YARD WASTE			

Percent of households utilizing recycling services each month.

_____

Recommendation for increasing the volume of recycling materials collected.

EXHIBIT "A"

WASTE MANAGEMENT

WASTE MANAGEMENT OF ST LOUIS
7320 Hall St
St Louis, MO 63147

October 18, 2010

City of Bellefontaine Neighbors
9641 Bellefontaine Road
Bellefontaine Neighbors, Mo. 63137
Mayor Marty Rudloff
Board of Aldermen

Dear Mayor Rudloff and Board Members,

Thank you very much for your business and the opportunity to provide waste removal service in Bellefontaine Neighbors for the last few years. Our current agreement is due to expire May 31, 2011 and I would like to propose an extension to that agreement.

Pursuant to my conversation with Alderman Dan Glenzy, the following includes a proposal for the next three years with a 2 year City option.

Year 1 $19.67 per month per home. Senior rate $17.70 per month per home. (Current rates)
Year 2 $20.05 per month per home. Senior rate $18.05 per month per home. (2 % increase)
Year 3 $20.45 per month per home. Senior rate $18.40 per month per home. (2 % increase)

Year 4 $20.85 per month per home. Senior rate $18.75 per month per home. (2 % increase)
Year 5 $21.25 per month per home. Senior rate $19.10 per month per home. (2 % increase)

Highlights of this proposal are:

1. No increase in first year.
2. Waste Management will continue to provide trash toters.
3. City will provide recycling toters.
4. Waste Management will provide yard waste toters for all homes at no additional charge. (Would take place after 6-1-11.
5. Additional toters will remain $2.50 per month for all years.
6. White good pickup will remain at $20.00 per item.
7. One bulky item per month at no charge.

Please review and give me a call if you have questions or I can be of assistance. My work # is 314-506-4743 and my cell # is 314-220-1333.

Sincerely

Dan Hannah

Dan Hannah
Municipal Manager

From everyday collection to environmental protection, Think Green.® Think Waste Management.

Printed on 100% post-consumer recycled paper.