

BILL NO. 450

ORDINANCE NO. 431

INTRODUCED BY: Trustees Slama, Young, Graves, Fortune and Whitmore

**AN ORDINANCE AUTHORIZING THE VILLAGE CLERK TO ENTER INTO A CONTRACT WITH WASTE MANAGEMENT OF MISSOURI, INC. D/B/A WASTE MANAGEMENT OF ST. LOUIS FOR IMPLEMENTATION OF A REFUSE/RECYCLING COLLECTION SERVICE**

WHEREAS, the Village let public bids for a Refuse/Recycling Collection Service on or about April 8, 2014, and

WHEREAS, the bids received were opened and read aloud on April 24, 2014; and

WHEREAS, it has been determined by the Board of Trustees of the Village of Twin Oaks, Missouri that Waste Management of Missouri has met all specifications and has given the best bid to the Village for this service.

NOW THEREFORE, BE IT ORDAINED, by the Board of Trustees of the Village of Twin Oaks, St. Louis County, Missouri, as follows:

Section 1. The bid of Waste Management of Missouri, d/b/a Waste Management of St. Louis as referenced above and incorporated herein as EXHIBIT "A", is accepted by the Board of Trustees.

Section 2. The Village Clerk is authorized to give Notice of Intent to Award and execute the Contract between the Contractor and the Village.

Section 3. This Ordinance shall be in full force and effect from and after its passage as by law provided.

PASSED and APPROVED this 21 day of May, 2014.

  
Dennis L. Whitmore, Chairman  
Board of Trustees

ATTEST:

  
Kathy A. Runge  
Village Clerk

First Reading 5-21-2014

Second Reading 5-21-2014

MUNICIPAL SERVICES AGREEMENT BETWEEN WASTE MANAGEMENT OF  
MISSOURI, INC. AND THE VILLAGE OF TWIN OAKS

THIS AGREEMENT between WASTE MANAGEMENT OF MISSOURI, INC. d/b/a Waste Management of St. Louis (hereinafter "Contractor") and the VILLAGE OF TWIN OAKS (hereinafter "Village"), is entered into this 21 day of May 2014.

1. AUTHORITY: This Agreement is entered into pursuant to public bid and subsequent selection of the Contractor pursuant to ORDINANCE NO, 431 dated May 21, 2014.
2. TERM OF AGREEMENT: This agreement is effective on the 1<sup>st</sup> day of June, 2014 and will end on the 31<sup>st</sup> day of May, 2019, subject to the right of either party to termination upon Ninety (90) days written notice.
3. RESIDENCES, TYPES OF COLLECTION AND COST OF SERVICE: The approximate number of homes and condominiums to be serviced, the items to be collected, the prices to be guaranteed by the Contractor during the term of the Agreement and Insurance and Bonding requirements are all set out in the NOTICE TO BIDDERS and Contractor's TRASH BID ADDENDUM, the "Bidding Documents", attached to and incorporated herein as Exhibit "A". The parties further acknowledge their Agreement to the following additional provisions which shall apply throughout the Contract period:
  - 1) No fuel surcharge shall be made by Contractor during the term of this Agreement;
  - 2) All recyclables shall be processed through a duly licensed recycling facility and such collected materials shall not be processed with other solid waste materials nor deposited in waste collection dumps;
  - 3) Lawn waste shall be collected throughout the calendar year, without regard to seasons;
  - 4) Contractor agrees to utilize smaller collection vehicles (preferably less than 1/2 ton) for pick-ups within the Birnamwood Condominium Area; and.
  - 5) Contractor will bear the cost of maintaining a Performance Bond in a principal amount not less than \$5000.00.
4. TERMS OF PAYMENT: On or before the Fifth (5<sup>th</sup>) day of each calendar month, Contractor shall submit to the Village its statement showing the amount due

Contractor for the previous month on a "per item" basis for all items set forth in Exhibit :A" hereto and the Village shall pay Contractor the amount due no later than the 15<sup>th</sup> to 30<sup>th</sup> day thereafter, as approved by the Board.

5. ADDITIONAL SERVICES NOTED AND DESCRIBED:

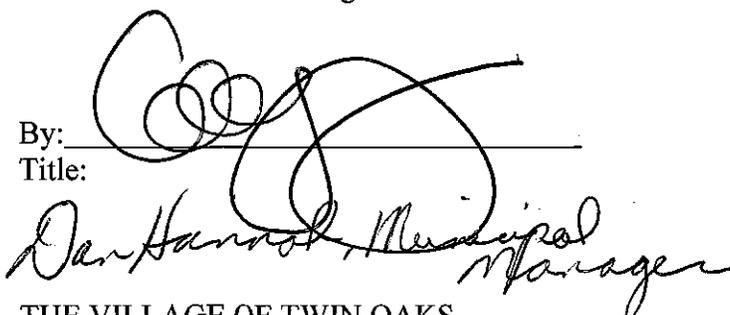
- 1) Appliances and "white goods" will be picked up by appointment as scheduled through the Village office. Since, by law, Freon must be removed from any refrigerant, Contractor will waive its normal fee of \$45.00 and charge the Village \$30.00 per item for a maximum of three (3) pick-ups from any residence per annum; and
- 2) Front Door pickup will be allowed to those residents who are permanently disabled and either living alone or have no other household member who is physically capable of carrying their refuse to the curb. Written certification of permanent disability of the head of household must be provided to the Village by the resident's physician utilizing the same criteria as for issuance of the State of Missouri disabled person's vehicle license plates as defined in Section 301.142(1) RSMo per application available at the Village office. (See Exhibit "B" attached to and incorporated in this Addendum by reference.)

6. CONTROLLING LAW: Any conflict found to exist between the "Bidding Documents" and this Agreement shall be resolved by the good faith compromise of the parties but, in the absence of such understanding reached within Sixty (60) days following written notice of such conflict, shall be interpreted and enforced according to the laws of the State of Missouri.

SIGNED AND SEALED by the parties hereto this 21 day of May, 2014.

WASTE MANAGEMENT OF MISSOURI, INC.  
d/b/a Waste Management of St. Louis

By: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Dan Hannan, Municipal Manager  
THE VILLAGE OF TWIN OAKS

By: Kathy A. Runge  
Kathy A. Runge, Village Clerk/Controller

ATTEST:

Sharon Ratliff  
Sharon Ratliff, Assistant Village Clerk

Village of Twin Oaks - Request for Proposal:  
Waste Collection and Disposal Services

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### DEFINITIONS

The following terms used at any place in the contract documents shall be construed thus:

**BIDDER**: The individual or entity who submits a Bid directly to OWNER.

**CONTRACTOR**: The individual, partnership, or corporation, which shall enter into the Agreement to perform the work, outlined in the contract documents with the OWNER.

**DAY(S)**: Calendar days, unless otherwise defined.

**OWNER**: Village of Twin Oaks, Missouri.

**SUB-BIDDER or SUBCONTRACTOR**: A person or entity that submits a Bid to a BIDDER for materials or labor for a portion of the Work.

**SUCCESSFUL BIDDER**: The lowest qualified, responsible, and responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as herein provided) makes an award.

**SURETY**: Surety shall be a corporate surety company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the Owner. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.

### BIDDING DOCUMENTS

Bidders may obtain a complete notice for proposal from:

Village of Twin Oaks, 1393 Big Bend Road, Suite F, Twin Oaks, Missouri 63021

The Village of Twin Oaks in making copies of this notice do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.

### RECEIPT AND OPENING OF BIDS

Bids will be received until 10 a.m., April 24, 2014 by:

Kathy Runge, Village Clerk/Controller

Village of Twin Oaks

1393 Big Bend Road

Suite F

Twin Oaks, MO 63021

Any bids received after the time and date specified above shall not be considered.

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**Village of Twin Oaks - Request for Proposal:  
Waste Collection and Disposal Services**

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The outside of the envelope containing the bid must be sealed, and designated with:

BIDDER'S Name  
BIDDER'S address  
Date and Time of bid opening  
Must be Sealed and read: **Village of Twin Oaks Waste Collection Bid.**

All bids will be publicly opened and read aloud at **10:00 A.M., APRIL 24, 2014.**

The Board of Trustees, Village Attorney and Village Clerk are responsible for evaluation of proposals. At the Board of Trustee's sole discretion, they may accept any or reject all proposals.

### **INTRODUCTION**

#### **A. General Information**

- The Village of Twin Oaks, Missouri (the Owner) is requesting proposals for Waste Collection and Disposal Services.
- The Contractor is responsible for providing all of the supervision, materials, equipment, labor and all necessary materials to provide residential waste collection for each residential property within the Village in accordance with the terms and conditions of the Contract.
- All materials collected for disposal shall be hauled to and deposited in an approved disposal site. Residential waste materials shall be deposited in a sanitary landfill. Yard waste materials shall be deposited in a composting facility or landfill. Recycling materials shall be delivered to a recycling facility. Appliances, tires, automotive batteries are to be disposed of in a manner consistent with all applicable federal, state and local laws and regulations. Yard, recycling, and appliances shall not be processed with other solid waste materials.
- No fuel surcharge shall be made by the Contractor during the term of the Contract.
- Lawn waste shall be collected throughout the calendar year, without regard to seasons.
- Contractor agrees to utilize smaller collection vehicles for pickup within the condominium area.
- The new contract shall be effective beginning June 1, 2014 and shall continue for 60 consecutive months ending May 31, 2019.

#### **B. Background**

- The Village is comprised of both single family residences and condominiums broken down as follows:
  - 98 single family residences
  - 23 condominium buildings comprising of 78 dwelling units

#### **C. Types of Collection**

- **Trash Collection:** Contractor shall collect household trash located curbside for each single family residence on the day established for such collection (preferably Monday). Contractor shall provide, at no additional cost, one 64-gallon wheeled container for each
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Village of Twin Oaks - Request for Proposal:  
Waste Collection and Disposal Services

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single family dwelling unit. For the condominiums, pickup will be outside each condo garage door. Contractor shall provide, at no additional cost, smaller containers (as needed) for each condo unit.

- **Recyclable Materials Collection:** Contractor shall collect recyclable materials located curbside for each dwelling unit on the day established for such collections (preferably Wednesday). Contractor shall provide, at no additional cost, one (1) recycling container for each dwelling unit for use in storing recyclable materials and placing them at the curb for collection. Recyclable materials shall not be contained in plastic or non-biodegradable bags. **Please specify accepted types of recycling items in the bid.**
- **Yard Waste Collection:** Contractor shall collect yard waste located curbside from each dwelling unit on the day established for such collections (preferably Wednesday). Yard waste shall be contained in cans or biodegradable (paper) lawn bags; branches and limbs shall be tied in bundles not exceeding four (4) feet in length and one and a half (1½) feet in width.
- **Bulk Items Collection:** Contractor shall collect bulk items located curbside from each dwelling unit on the day established for such collections (preferably Monday). **Please specify accepted types of bulk items in the bid.**
- **White Goods and Special Items Collection:** Contractor shall provide collection and disposal service to each dwelling unit for appliances, large metal items, tires and automotive batteries. Collection of these items shall be provided on the basis of collection appointments made by the Contractor in response to requests by residents. There shall be no charge for this service.

#### **USE OF OWNER IN ADVERTISING**

The successful BIDDER is specifically denied the right of using in any form or medium the names of the Owner or any other public entity within the Village of Twin Oaks for public advertising unless express written permission is granted.

#### **SUBCONTRACTS AND SECOND TIER SUBCONTRACTING**

The BIDDER is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract must be acceptable to the OWNER. The CONTRACTOR shall furnish to the OWNER a signed copy of any subcontract on request. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 75% of the total original contract.

#### **PREPARATION OF BID FORM**

The bid must be submitted on the prescribed Bid Form. All blank spaces for bid prices must be filled-in with indelible ink or typewritten. The "Total" must be completed in both words and figures on the Bid Form.

Signature of BIDDER based on type of business shall be as follows:

A Bid by a Corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer, accompanied by evidence of authority to sign for the corporation.

Village of Twin Oaks - Request for Proposal:  
Waste Collection and Disposal Services

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**INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS**

It is the responsibility of each BIDDER before submitting a Bid to:

Promptly notify the OWNER of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Request clarification or interpretation of the Bidding Documents by making an electronic or written request, which shall reach the OWNER at least seven (7) days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and BIDDERS shall not rely upon such interpretations, corrections and changes.

If the OWNER determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all BIDDERS setting forth such clarification.

**EXAMINATION OF NOTICE AND SITE**

Before submitting a bid, BIDDER shall:

Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;

Visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

Become familiar with and satisfy BIDDER as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, or performance of the Work;

**INSURANCE**

The Contractor shall carry and maintain such liability insurance as will protect Contractor and Village from claims under any workman's compensation acts and from any other damages from personal injury, including death, which may be sustained by Contractor's workmen, subcontractors or any of their servants, agents or employees and the general public, and from claims for property damage which may be sustained by any of them, due to the performance of this contract. Prior to commencing of work, Contractor shall furnish certificates acceptable to the Village that Contractor has in effect, at least, the following insurance:

Commercial General Liability, Products and Completed Operations Insurance with split limits of \$5,000,000/\$5,000,000 personal injury and \$5,000,000 property damage or combined single limits of \$5,000,000.

Automobile Liability Insurance with split limits of \$1,000,000/1,000,000 personal injury and \$1,000,000 property damage limits or combined single limits of \$1,000,000.

Worker's Compensation as per State Statute.

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**TRASH BID ADDENDUM**

For the services, labor, equipment and materials to be provided as set forth in this document and subsequent contract, the OWNER would agree to pay Contractor as follows:

- **Curbside Trash Collection services per dwelling unit:**

During the period beginning June 1, 2014 and continuing through  
May 31, 2015:

\$ 10.30 per residence per month

During the period beginning June 1, 2015 and continuing through  
May 31, 2016:

\$ 10.60 per residence per month

During the period beginning June 1, 2016 and continuing through  
May 31, 2017:

\$ 10.90 per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:

\$ 11.20 per residence per month

During the period beginning June 1, 2018 and continuing through  
May 31, 2019:

\$ 11.50 per residence per month

- **Curbside Recycling Collection services per dwelling unit:**

During the period beginning June 1, 2014 and continuing through  
May 31, 2015:

\$ 2.95 per residence per month

During the period beginning June 1, 2015 and continuing through  
May 31, 2016:

\$ 2.95 per residence per month

During the period beginning June 1, 2016 and continuing through  
May 31, 2017:

\$ 2.95 per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:

\$ 2.95 per residence per month

During the period beginning June 1, 2018 and continuing through  
May 31, 2019:  
\$ 2.95 per residence per month

• **Curbside Yard Waste Collection services per dwelling unit:**

During the period beginning June 1, 2014 and continuing through  
May 31, 2015:  
\$ 5.65 per residence per month

During the period beginning June 1, 2015 and continuing through  
May 31, 2016:  
\$ 5.90 per residence per month

During the period beginning June 1, 2016 and continuing through  
May 31, 2017:  
\$ 6.15 per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:  
\$ 6.45 per residence per month

During the period beginning June 1, 2018 and continuing through  
May 31, 2019:  
\$ 6.65 per residence per month

• **Curbside Bulk Collection services per dwelling unit:** *One item per week.*

During the period beginning June 1, 2014 and continuing through  
May 31, 2015:  
\$ N/C per residence per month

During the period beginning June 1, 2015 and continuing through  
May 31, 2016:  
\$ N/C per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:  
\$ N/C per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:  
\$ N/C per residence per month

During the period beginning June 1, 2018 and continuing through  
May 31, 2019:

\$ N/C per residence per month

- **Specialty Item Waste Collection services per dwelling unit:**

During the period beginning June 1, 2014 and continuing through  
May 31, 2015:

\$ N/C per residence per month

*By appointment.*

During the period beginning June 1, 2015 and continuing through  
May 31, 2016:

\$ N/C per residence per month

During the period beginning June 1, 2016 and continuing through  
May 31, 2017:

\$ N/C per residence per month

During the period beginning June 1, 2017 and continuing through  
May 31, 2018:

\$ N/C per residence per month

During the period beginning June 1, 2018 and continuing through  
May 31, 2019:

\$ N/C per residence per month.

## RESIDENTIAL BULK ITEM RESTRICTIONS

- **ITEMS MUST BE PLACED AT CURBSIDE BY 6AM ON COLLECTION DAY**

### Acceptable Bulk Items:

Barbeque (no propane tank)  
 Basket Ball Hoop (4ft or less)  
 Bath tub (no shower)  
 Bed Frame  
 Bookshelf  
 Boxspring  
 Bureau  
 Cabinet (kitchen/bathroom – 4ft)  
 Carpet (Cut to 4ft lengths and bundled. Up to 10 rolls)  
 Chair/recliner  
 Closet Doors (2) non-glass  
 Dresser  
 Door  
 Desk  
 File Cabinet  
 Garage Door Opener  
 Hutch

Ladder (4ft or less)  
 Lawn mower (no gas/oil)(No Riding Lawn Mowers)  
 Light (no fluorescent)  
 Mattress (King size see Special Handling below)  
 Microwave ovens  
 Patio furniture (one item)  
 Plywood/Wallboard/Wood (must be 4ft by 4ft or less)  
 Pool (kids wading)  
 Railroad Ties (maximum 4 ties at 4ft length)  
 Sink  
 Sofa/couch/davenport  
 Spa Cover (cut in half)  
 Table (dining, end, coffee, etc)  
 Toilet (separate tank from bowl)  
 Weight bench  
 Wheelbarrow  
 \*If a commercial customer is disposing of railroad ties please put them in touch with our Sales department.

### Special Handling (\$50.00 Charge Per Item):

Gym Set – Disassemble and bundle for easy handling  
 Swing Set – Disassemble and bundle for easy handling  
 Sofa Sleeper  
 King Size Mattress

### Non-Acceptable Items:

Bath tubs – w/ shower attached  
 Batteries  
 Boats  
 Bricks  
 Camper Shells  
 Computers  
 Concrete  
 Engines  
 Fenders  
 Fluorescent Lights  
 Garage Doors  
 Glass (sliding glass doors)

Plywood/Wallboard Sheets (over 4ft by 4ft)  
 Pool Tables  
 Roofing  
 Satellite Dishes  
 Shopping carts  
 Shower modules  
 Solar Panels  
 Spas  
~~ALL Televisions (over 32 inches)~~  
 Tires  
 Trailers  
 Transmissions



# Single Stream Recycling [Reciclaje de un solo flujo]



Flattened Cardboard  
[cartón aplastado]



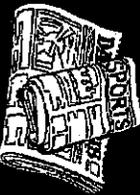
Magazines  
[revistas]



Office Paper  
[papel de oficina]



Brown Paper Bags  
[bolsas de papel]



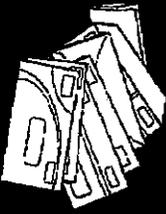
Newspapers  
[periódicos]



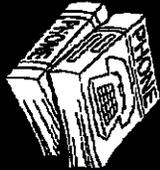
Paperboard  
[cartón]



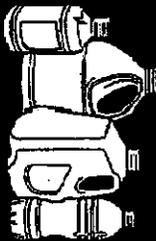
Paper Cartons, Dairy  
and Juice Containers  
[Envases de cartón  
de leche y jugo]



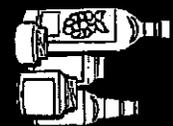
Junk Mail  
[Correo no deseado]



Phone Books  
[Directorios]



Plastic Bottles and  
Containers #1-7  
[Botellas de plástico  
y recipientes #1-7]



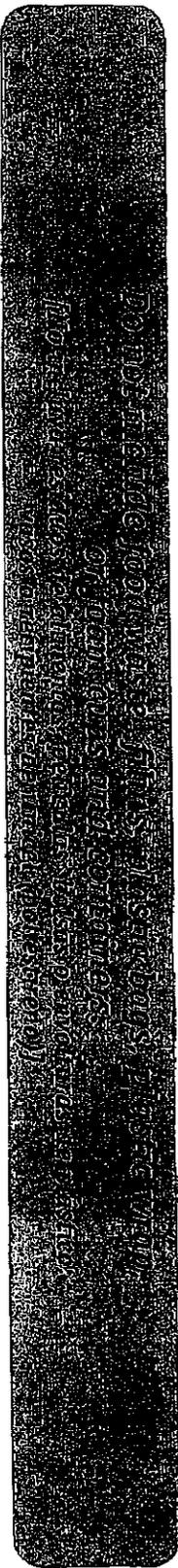
Glass Bottles and Jars  
[Botellas y frascos  
de vidrio]



Aluminum Cans,  
Aluminum Foil and Pie Tins  
[latas de aluminio, papel aluminio  
y moldes para pan]



Tin or Steel Cans  
[Latas de hierro u hojalata]



**WMM**  
WASTE MANAGEMENT  
Think Green.®

**VILLAGE OF TWIN OAKS  
DISABLED APPLICATION FORM**

Waste Management will provide front door pickup to any resident who is permanently disabled and either living alone or has no other household member who is physically capable of carrying their refuse to the curb. Written certification of permanent disability of the head of household must be provided to the Village by the resident's physician utilizing the same criteria as for issuance of the State of Missouri disabled person's vehicle license plates as defined in Section 301.142(1) RSMo.

**Village of Twin Oaks  
Front Door Refuse Collection  
For Disabled Persons  
Physician's Statement**

I, (Physician's Name) \_\_\_\_\_ do hereby state that

(Resident's Name) \_\_\_\_\_ of

(Street Address, City, State and Zip) \_\_\_\_\_

and (Phone) \_\_\_\_\_ has been physically examined and has been found to be

permanently physically disabled as defined by Section 301.142(1) RSMo.

Signature of Physician: \_\_\_\_\_

Section 301.142(1) RSMo: defines "Physically Disabled" as "any natural person who has permanently lost the use of one or both legs or one or both arms or any combination thereof, any person who is so severely disabled as to be unable to move freely without the aid of crutches, braces walker, cane, leg prosthesis or wheelchair, or any person who suffers from lung disease to such an extent this has forced expiratory volume in one second (FEV) when measured by spirometry is less than one liter or his arterial oxygen tension (PO2) is less than 60mm/hg on room air at rest or any person who has a cardiovascular disease so severe as to measure between 3-4 on the New York Heart Classification Scale, or any person with cardiac disease resulting in marked limitation of physical activity when such physical activity causes fatigue, palpitation, dyspnea or anginal pain."

Please return completed form to Village Administrator, 1190 Meramec Station Road, Suite 204, Twin Oaks, MO 63021.

*EXHIBIT "B"*