



SPECIFICATIONS AND BID DOCUMENTS

FOR

RESIDENTIAL WASTE COLLECTION

OF

TRASH, RECYCLABLES AND YARD WASTE

Bid Opening : ???

10:00 AM CDT

DRAFT

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REQUEST FOR BIDS

Bids for the collection and disposal of RESIDENTIAL WASTE, RECYCLABLE MATERIAL AND YARD WASTE, for the City of Crestwood, Missouri will be received by City Clerk or his/her designee until 10:00 a.m., on ????? at the Crestwood Government Center, located at 1 Detjen Drive, Crestwood, MO 63126, and will thereafter be publicly opened and read.

Major goals of the City of Crestwood are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections.

The City of Crestwood reserves the right to reject any and all bids, to waive any informalities and to accept such bid that is advantageous, beneficial or expeditious to the City of Crestwood. No bid may be withdrawn for a period of sixty (60) days after bid opening. Bids may be corrected for clerical or typographical mistakes at the discretion of the City of Crestwood, but not because of a mistake in judgment.

Bid forms, specifications, Solid Waste Agreement, and other appropriate papers may be reviewed at City Hall or they may be obtained for a non-refundable cost of Fifteen (15) Dollars per each set, from the City of Crestwood. The Bid Documents must be returned in duplicate in a sealed envelope marked "Residential Solid Waste Collection Bid."

INSTRUCTIONS TO BIDDER

1. Sealed bids will be received by the City of Crestwood, until 10:00a.m., CDT, Wednesday, ?????.
2. Bids must be submitted in duplicate in a sealed enveloped marked "RESIDENTIAL SOLID WASTE COLLECTION BID."
3. Bidders must submit bids for all required services in order to be considered, unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
5. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number 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, and type of equipment.
7. Each bidder shall complete and submit the attached Non-Collusion Affidavit.
8. Each bidder shall provide a list of all municipalities under contract in St. Louis County or three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years from the local St. Louis metropolitan area. If no such contracts exist, the bidder must provide at least three (3) references from the closest municipalities served.
9. Each bidder shall, on an attached sheet, provide a description of their Solid Waste, Yard Waste, and Recyclable collection operations.
10. Each bidder shall, on the attached sheet, provide a list of charges for additional service requested by the City of Crestwood.
11. Each bidder shall submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.
12. A performance bond or escrow in lieu of a performance bond acceptable to the City of Crestwood will be required from the successful bidder as described in the specifications. This performance bond will be equal to the first year contract price.

13. The City of Crestwood 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 of Crestwood. The City of Crestwood reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the City of Crestwood that the bidder has the proper qualifications to perform the work in accordance with the Contract Documents.
14. It is the intent of the City of Crestwood to award the Solid Waste Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the City of Crestwood reserves the right to accept the bid which, in the City of Crestwood's judgment, is in the best interest of and most advantageous to the City of Crestwood. The City of Crestwood reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days and to award the bid in the best interest of the City of Crestwood. The City of Crestwood will 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.
15. Each bid must be accompanied by a bid bond equal to ten (10) percent of the first year contract price in the form of a certified check, a cashier's check or bond payable to the City of Crestwood. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before an agreement is executed with the successful bidder. The bid bond of the successful bidder will be returned to the Contractor when the Solid Waste Agreement is executed and a satisfactory performance bond is delivered to the City of Crestwood.
16. Should the successful bidder fail or refuse to execute the performance bond and the Solid Waste Agreement within ten (10) working days after the Contractor has received notice of acceptance of his bid, he shall forfeit to the City of Crestwood the bid bond deposited with his bid as liquidated damages for such failure or refusal.
17. 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 as the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to the Director of Public Works at the City of Crestwood, 1 Detjen Drive, Crestwood, MO 63126 no later than ten (10) days prior to the date of opening of bids.

GENERAL INFORMATION

The solid waste collection services shall conform to all City of Crestwood ordinances regarding solid waste, yard waste, and recyclables as may be amended from time to time and the following specifications.

1. **Term of the Agreement** - It is the intent of the City of Crestwood to award the contract for an initial three (3) year term with an option of extending the contract for one (1) additional two (2) year period. The Solid Waste Agreement ("Agreement") for services shall have an initial effective date of April 1, 2006 and shall remain in full force and effect through midnight March 31, 2009. The City shall have the option to extend the Agreement for two (2) additional years from April 1, 2009 through March 31, 2011. The City must exercise this option by notice in writing not less than sixty (60) days prior to the expiration of the initial term of the Agreement. In the event of such extension, all terms and conditions of the Agreement shall be in full force and effect during the extension period.
2. **Residential Dwelling Unit** - is defined as any one or two family unit in the City of Crestwood to be billed and collected by the Bidder at a fixed, quarterly cost per year to each residential unit as indicated.
3. **Curb Collection** - The Contractor shall provide solid waste, yard waste, and recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City of Crestwood. 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 Contractor will not be required to collect refuse from the inside of the buildings.
4. **Handicap Pickup (Alternate Service)** – Residential disposal service shall be provided at a point other than street right-of-way or curbside, when the recipient of the service is not capable of placing containers at the curbside or street right-of-way because of physical disability.
5. **Senior Citizens / Disabled Residents Program (Alternate Service)** – Persons participating in the program shall receive household trash pickup on a per bag basis. They shall also be entitled to receive all other services offered under the Agreement including, but not limited to yard waste and recycling at no additional charge. Special pickups are not included as a part of this program and will be required to be billed separately. Eligibility will be determined by the City of Crestwood and reported to the contractor for application of service and billing.
 - a. **Qualifications for Eligibility** – 60 years of age or older, or disabled, with a taxable income not exceeding 80% of area median income as it appears on the recent IRS Form 1040 or 1040A or 1040EZ.
 - b. **Bag Supply** – Such bags for the household trash shall be purchased from the Contractor at the Crestwood Government Center.
 - c. **Enrollment Period** – The enrollment period is limited to April 15 to July 1 each year.

6. **Billing Procedures** - The Contractor will provide solid waste services to all residential properties within the City of Crestwood. The Contractor will be solely responsible for collection of fees from the property owner and cannot use the failure of the property owner to pay these fees as a reason for termination of service. All billing will be for services rendered prior to the billing date. No advanced billing for service will be permitted. Billing shall be on a quarterly basis. The Contractor shall provide a list of all units being billed, as requested by the City. The quarterly bill sent to residents shall only show a total cost for basic services included in the solid waste disposal and shall not be itemized for each particular service (i.e., trash, curbside recycling, yard waste, etc.). Alternate services shall be itemized separately of the basic services provided.
7. **Collection Vehicles** - Contractor 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.
8. **Definitions** - Whenever the following terms are used in the Contract Documents, 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 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.
 - b. Recyclables means the following -
 - i. **Containers:**
 1. Glass bottles and jars - (clear, brown, green) does not include window glass, dinnerware or ceramics
 2. Aluminum and metal food cans
 3. Aluminum trays and foil
 4. Aseptic packaging and gable top containers (milk and juice cartons)
 5. Steel cans and tins
 - ii. **Plastics:**
 1. PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
 2. HDPE detergent and fabric softener containers (#2 colored plastic resin)
 3. PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners

4. LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
5. PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
6. #7 plastic resin grocery - narrow neck containers only

iii. Paper:

1. Newspaper, including inserts (remove plastic sleeve)
 2. Magazines, catalogues and telephone books
 3. Kraft (brown paper) bags
 4. Office, computer, notebook and gift wrap paper
 5. Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
 6. Carrier stock (soda and beer can carrying cases)
 7. Junk mail and envelopes
 8. Paper back books (does not include hard cover books)
 9. Cardboard (no waxed cardboard)
- c. 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 60-inches in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.
- d. 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, whole trees, and construction materials.
- e. Bulky Waste means those household waste materials which will not fit in containers as defined in the Contract Documents, but which are capable of being carried to the curbside by two (2) persons.
- f. White Goods means those household metal goods such as appliances and water heaters, stoves, dishwashers, automobile and vehicle tires, and automobile and vehicle batteries.
9. **Christmas Tree Disposal** - The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
10. **Holiday Schedule** - No collections shall be required on the following annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. It will be the Contractor's responsibility to provide notification to all affected residences of any approved changes to currently scheduled pickup days.
- a. New Years Day
 - b. Memorial Day
 - c. Independence Day
 - d. Labor Day
 - e. Thanksgiving Day
 - f. Christmas Day

11. Collection Procedures - The Contractor shall follow the established areas provided by the City for the collection of solid waste, yard waste, and recyclables. Any modification of the Contractor's collection schedule and collection routes shall be requested in writing to the Director of Public Works of the City. Collection vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. Facilities damaged by the collector shall be replaced promptly with like facilities by the Contractor at his sole expense.

- a. Solid waste containers shall be placed at the curb for collection purposes except for those residents enrolled for the disability program.
- b. The Contractor shall furnish all necessary labor, materials and equipment to perform the work specified under this Agreement to collect all solid waste, as specified herein.
- c. There will be four (4) Solid Waste Areas to be designated as 1, 2, 3 and 4. The waste pick-up area map is attached to indicate Areas 1-4.

12. City of Crestwood Owned Facilities - The Contractor will be required to provide solid waste and recyclable collection services to all City of Crestwood owned facilities at no additional cost to the City of Crestwood. These collections will be considered incidental to the Agreement. This service will include the providing of one 2-cubic yard, or larger, container at each location outlined below. For the purpose of this provision, the term daily is to be defined as each day the Contractor is providing service within the City of Crestwood.

- a. Crestwood Government Center – 1 Detjen Drive (Year Round – Twice Weekly Pick-up)
- b. Crestwood Community Center – 9245 Whitecliff Park Lane (Year Round – Twice Weekly Pick-up)
- c. Crestwood Aquatic Center – 9245 Whitecliff Park Lane (May 1 – September 31, Daily Pick-up)
- d. Crestwood Public Works Facility – 8645 Pardee Lane (Year Round – Twice Weekly Pick-up)
- e. Crestwood Park Maintenance Facility – 9225 Whitecliff Park Lane (Year Round – Twice Weekly Pick-up)
- f. Crestwood Parks Pavilion and Trail Facilities (May 1 – September 31, Daily Pick-up, October 1 – April 30, Twice Weekly Pick-up) See attached map for locations. Trash receptacles will be provided by the City.
 - i. Whitecliff Park – Trash Receptacles at three (3) pavilions
 - ii. Crestwood Park – Trash Receptacles at two (2) pavilions
 - iii. Grants Trail (when completed)
 1. Trash Receptacles at intersection of Pardee Road
 2. Trash Receptacles at intersection of Watson Road
 3. Trash Receptacles at intersection of Sappington Road
 4. Trash Receptacles at intersection of Big Bend Road

Said trash containers will be emptied on the schedule provided or more frequently if necessary as requested by the City of Crestwood. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price.

13. **Collection Times** - No collection shall be made before 7:00 a.m. or after 6:00 p.m., except by express authorization of the Director of Public Works. 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.
14. **Residential Containers** – Containers supplied by the resident may be constructed of rigid materials such as galvanized metal, polyurethane or other materials capable of being free-standing; boxes with tight-fitting lids or fold-down tops; and large, heavy-duty plastic bags tightly tied. Each container shall have a capacity of not less than five (5) gallons nor more than fifty (50) gallons and shall have tight-fitting covers or lids. The Contractor shall supply each household to which it provides service with one (1) portable eighteen (18) gallon heavy-duty plastic container for recyclables. In addition, upon request, each household to which the Contractor provides services shall receive at least one (1) additional container if the old container becomes damaged at no additional cost to the resident.
15. **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, 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 except where small pick-up trucks are utilized in certain areas of the City and there is the need to transfer their loads into a larger vehicle. In addition, the Contractor 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 Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
16. **Contractor Report Daily** - The Contractor shall designate a supervisor for collection crews working within the City of Crestwood to assure the duties of such crews are completed per the contract between the City of Crestwood and the Contractor. Once daily, between the hours of 10:00 a.m. and 2:00 p.m., a responsible representative of the Contractor shall report to the Director of Public Works 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 7:00 a.m. and 4:30 p.m. on days when collections are made in the City. The cell phone number shall be available to the Director of Public Works or his designee for direct contact but not for use by the general public.
17. **Customer Service Standards** - All complaints received by the Contractor or City of Crestwood 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 Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the City of Crestwood, which will include copies of the daily reports for the prior month.
18. **Customer Service Center** - The Contractor 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

Contractor should implement procedures approved by the City of Crestwood whereby complaints can be received via fax, e-mail and web site.

19. **Publicity** - The Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City of Crestwood 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 a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City of Crestwood 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 Contractor's office where questions or complaints can be handled. Such publicity shall be approved by the Director of Public Works prior to distribution publication. The Contractor must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the City of Crestwood.
20. **Insurance** - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City of Crestwood from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City of Crestwood, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the performance of the work covered by this Agreement. The amount of such liability insurance (Commercial General Liability, Business Automobile Liability and Excess Liability) shall not be less than \$3,000,000 single limit coverage. In addition, the Contractor shall carry Workers' Compensation, and Employer's Liability Insurance of not less than \$1,000,000. The insurance shall be maintained in force during the term of this Agreement. Said insurance shall be carried in a firm or corporation satisfactory to the City of Crestwood 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 of Crestwood 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 of Crestwood. All certificates of insurance shall specifically list the City of Crestwood as an additional insured with respect to the policies related to the specifications and the Agreement.
21. **Laws** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in City of Crestwood Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract Documents. The Contractor 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.
22. **Volume Report** - Prior to the fifteenth of the following month, the Contractor shall complete the trash/recycling/yard waste monthly volume report. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclables and yard waste between 7:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

1. Residential solid waste, bulky waste, white goods, large household items and recyclables shall be collected once a week, on the same day at the front curblane. Residential solid waste, bulky waste, white goods, large household items and recyclables shall be collected every week during the terms of the Agreement.
2. There shall be no limit on the amount of residential solid waste, bulky waste or recyclables set out for collection on a weekly basis.
3. Yard waste is to be picked up in unlimited amounts once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. This service will be made available to the residents year round. Limbs/bushes will be securely bundled in less than 18 inches diameter, maximum length to be less than sixty (60) inches and not more than sixty (60) pounds in weight. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel and ornaments must be removed from Christmas trees.
4. White Goods, Tires and Lead-Acid Batteries Pickup – There shall be collection and disposal, on request, of household metal goods such as appliances and water heaters, stoves, dishwashers and automobile and vehicle tires, and automobile and vehicle batteries. There shall be no charge for this service.
5. There will be no scavenging by the Contractor or its personnel, agents or representatives.
6. The Contractor will provide solid waste services to all City owned facilities at no additional cost. These collections will be considered incidental to the Agreement.
7. The Contractor will provide suitable containers for City sponsored special events at mutually agreeable prices.

PENALTIES AND FINES

1. In the event that the Contractor shall fail or refuse to perform his duties and obligations, 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, in such events, the City may at its option declare the Contractor to be in breach of the Agreement, in accordance with the terms and conditions of Section 15 therein, and the City shall, in addition to any of its other remedies, be entitled to recover damages and take such other action and seek other remedies as may be permitted by law. The remedies available to the City hereunder shall include, but not be limited to, collection on the Performance Bond posted by the Contractor.
2. In the event that the City does not terminate as permitted in the previous paragraph, the City may, at its option, require the Contractor to pay a sum of \$500 as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to comply with the provisions of the Contract Documents, which said 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 Agreement.
3. Contractor 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 Contractor, or any approved subcontractor, under this Agreement.
4. The Agreement shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the City of Crestwood.
5. Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported if reported before 12:00 p.m. or by 12:00 p.m. the following work day if reported after 12:00 p.m., then a credit of Five Dollars per missed service shall be credited on the next bill.
6. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Director of Public Works. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City of Crestwood. The Contractor shall follow the instructions of the City of Crestwood to insure the public health, safety and welfare of the residents.

PRICE QUOTATION FOR REQUIRED SERVICES

Collection Once Weekly at Curb:
Trash, Recycling, Yard Waste

Cost of Required Services per Residential Dwelling Unit/Per Month

	Trash Service	Recycling	Yard Waste	Total
Years 1 - 3:	_____	_____	_____	_____
Years 4 – 5 (option):	_____	_____	_____	_____

Name of Bidder: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature

Title

Corporate Seal

Attest to Seal

Subscribed and sworn to before me this ____ day _____, 200__.

Notary Public

**PRICE QUOTATION FOR OPTIONAL SERVICES
TO BE BILLED TO RESIDENT**

Cost of Additional Services per Residential Dwelling Unit/Per Month

Years 1 – 3

- | | | |
|----|--|--|
| 1. | Senior Citizen / Disabled Resident Program
(Per Bag Cost – includes disposal) | <div style="border: 1px solid black; height: 30px; width: 150px;"></div> |
| 2. | Rental of an additional 18 Gallon Tote
for Recycling Service including disposal | <div style="border: 1px solid black; height: 30px; width: 150px;"></div> |

Years 4 – 5 (option)

- | | | |
|----|--|--|
| 1. | Senior Citizen / Disabled Resident Program
(Per Bag Cost – includes disposal) | <div style="border: 1px solid black; height: 30px; width: 150px;"></div> |
| 2. | Rental of an additional 18 Gallon Tote
for Recycling Service including disposal | <div style="border: 1px solid black; height: 30px; width: 150px;"></div> |

**RESIDENTIAL WASTE COLLECTION SERVICES
CONSISTING OF
TRASH, RECYCLING, AND YARD WASTE CONTRACT**

SOLID WASTE AGREEMENT

THIS SOLID WASTE AGREEMENT ("Agreement"), being entered into this ____ day of _____, 20 __, by and between the CITY OF CRESTWOOD, a municipal corporation located in St. Louis County, Missouri ("City"), and _____, a _____, authorized to do business in St. Louis County in the State of Missouri ("Contractor").

WHEREAS, City, pursuant to Chapter 23 of the Municipal Code of the City of Crestwood, has determined to enter into a contract granting the exclusive right to collect, transport, process and dispose of solid waste within the City limits of the City of Crestwood; and

WHEREAS, Contractor has, or will obtain, a license to collect solid waste from the City of Crestwood; and

WHEREAS, City has solicited applications for contracts to provide solid waste collection within the City, and after due evaluation of the bids received, City has determined that it is in the best interest of the City and its residents to enter into this Agreement with Contractor;

NOW THEREFORE in consideration of the mutual promises, covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. City grants to Contractor an exclusive agreement for the collection, transportation, processing and disposal of solid waste within the corporate limits of the City of Crestwood for a period of three (3) years beginning April 1, 2006 and ending March 31, 2009 with one(1) two (2) year option to extend through March 31, 2011, at the sole discretion of the City, subject to the rights of the City to terminate, as hereinafter provided. Contractor shall provide the services set forth herein and in accordance with the terms of this Agreement and the Contract Documents.

2. Company shall provide the following prior to final approval of this Agreement:

- (a) Certificate of insurance as required
- (b) Performance bond as required

3. The Contract Specifications, including the specific terms, conditions, promises and covenants made by Company contained therein, as well as the Request for Bid, Bid Documents, including Appendices and Exhibits, and the Bid submitted by Company, are incorporated herein and made a part of this Agreement as is fully set out herein and constitute the "Contract Documents".

4. Any such privilege granted hereunder is to be held in personal trust by the original Contractor. It cannot, in any event, be sold, transferred, leased, assigned or disposed of, in whole or part, either by forced or involuntary sale or by a voluntary sale, merger, consolidation or otherwise without prior consent of the Board of Aldermen of the City of Crestwood and such consent shall not be unreasonably withheld.

5. This Agreement shall be binding upon Contractor and all of its successors, lessors and/or assignees as may be approved by City.

6. This Agreement and the Contract Documents shall be subject to the terms and provisions of Chapter 23, Solid Waste, of the Municipal Code of the City of Crestwood, and any amendments thereof, except as the terms and provisions of this Agreement and/or the Contract Documents are inconsistent with the provisions of Chapter 23, in which event the provisions of this Agreement and/or Contract Documents shall control. Nothing herein shall be construed as an abrogation by the City of its police powers.

7. City reserves the right to immediately terminate this Agreement and revoke the rights and privileges of Contractor in the event that Company:

- (a) Violates any material provision of this Agreement, Contract Documents or City ordinances, including, but not limited to, the Company's failure to provide collection services specified in the Contract Documents for any consecutive three (3) day period;
- or

(b) Fails to provide or maintain in full force and effect, the liability indemnification coverages or performance bond as required herein; or

(c) Frequently violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contractor as authorized by law; or

(d) Contractor attempts to evade any provision of this Agreement, the Contract Documents, or the provisions of Chapter 23; or

(e) Contractor becomes insolvent, is placed in receivership, is unable or unwilling to pay its debts, is adjudged bankrupt, or any bankruptcy proceedings are filed by or against Contractor.

8. City reserves the right to terminate this Agreement without cause and for its convenience upon sixty (60) days written notice to the Contractor.

9. Contractor agrees, by its acceptance of this Agreement, that it will hold the City, its officers, employees, and elected officials harmless for and indemnify the City against any and all claims, causes of action, damages, liabilities and expenses, including, but not limited to, damages, investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties, arising out of any act or omission of the Contractor, its employees or agents; in the performance or failure to perform under this Agreement and the Contract Documents.

10. Contractor shall, at all times and at its own expense, maintain the insurance as set out herein and as required by Chapter 23 with a company or companies authorized to do business in the State of Missouri insuring the Contractor and naming the City, its officers, boards, commissions, agents and employees as additional parties insured. The policy or policies shall contain a provision that written notice of any cancellation or modification in coverage shall be given to City at least sixty (60) days in advance of the effective date thereof. Contractor shall file Certificates of Insurance in a form satisfactory to the City evidencing its insurance policy/policies with the City Clerk as provided herein.

11. Contractor shall maintain throughout the period of this Agreement, a performance bond in accordance with Chapter 23 and the requirements as outlined in the Contract Documents and any subsequent ordinance thereof as amended. The bond shall contain the following endorsement:

"This bond may not be cancelled nor the intention not to renew be stated until thirty (30) days after receipt by the City, registered mail, of a written notice of such intent to cancel or not to renew."

12. Company shall bill and collect from the residents the amounts specified in the Contract Documents in the manner and at such times as set forth therein.

13. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

14. Any notice, demand or request required to be given under this Agreement shall be personally delivered or sent by U. S. Certified or Registered mail, return receipt requested, postage prepaid, addressed to:

City: Mr. James E. Eckrich, P.E.
Director of Public Works
City of Crestwood
#1 Detjen Drive
Crestwood, MO 63126

Contractor:

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

CITY OF CRESTWOOD

By: _____
Roy Robinson
Mayor

(SEAL)

ATTEST:

Kimberly Cottle
City Clerk

COMPANY

By: _____
Title: _____

(SEAL)

ATTEST:

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

	TONS	MTD	YTD
TRASH	<input type="text"/>	<input type="text"/>	<input type="text"/>
RECYCLE	<input type="text"/>	<input type="text"/>	<input type="text"/>
YARD WASTE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

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 any one else to put in a directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of awarding the contract or any one interested in the proposed contract; that all statements submitted in 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:

Signature

Title

Subscribed and sworn to before me this ____ day of _____, 200__.

Seal of Notary

Notary Public

CITY OF CRESTWOOD 2004 CALENDAR YEAR VOLUME SUMMARY

	2004	
	TONS	PERCENT
TRASH	4968.83	68.6%
RECYCLE	572.77	7.9%
YARDWASTE	1700.57	23.5%
TOTAL	7242.17	

These totals were collected by the contractor providing service for this time period. Approximately 5100 residences were served under this contract. These numbers are presented for informational purposes only and should not be used as an indicator of what actual volume levels will be achieved.

