

# REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



**To:** Mayor and Council

**Agenda Item #:** IV.D

**From:** Brian E. Olson, Director of Public Works *BEO*

**The Recommended Bid is**

Within Budget

Not Within Budget

**Date:** 10/14/2013

**Subject:** Request For Purchase: Contract For City Facility Refuse And Recycling Collection For 2014 – 2015 With Waste Management

**Date Bid Opened or Quote Received:**  
10/04/2013

**Bid or Expiration Date:**  
n/a

**Company:**  
Waste Management, Inc.

**Amount of Quote or Bid:**  
\$ 31,138.00

**Recommended Quote or Bid:**  
Waste Management, Inc.

## General Information:

Company	Amount of Quote or Bid
Waste Management, Inc.	\$31,138.00
Dick's Sanitation Inc.	\$33,124.50
Aspen Waste Systems	\$39,450.00
Republic Services	\$47,978.93

This contract is for refuse and recycling collection at City of Edina operated facilities. The new contract is for two years, 2014 through 2015, with option for two additional one year extensions.

The last contract was \$26,439 with Aspen Waste Systems. Waste Management is a reputable contractor and Staff is confident that it will provided quality service for the City of Edina.

**EXCLUSIVE CONTRACT  
FOR THE COLLECTION AND DISPOSAL OF CITY PROPERTIES REFUSE &  
RECYCLABLES**

THIS AGREEMENT, entered into this \_\_\_\_ day of October 2013 by and between the CITY OF EDINA, a municipal corporation existing under the laws of the State of Minnesota (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as the "Contractor")

WHEREAS, the City wishes to provide for the removal and disposal of garbage and refuse from all designated City properties located within the City of Edina; and

WHEREAS, the Contractor, has tendered a quote and such quote has been accepted by the City of such work in an amount satisfactory to the City,

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

1. Unless otherwise expressly stated, whenever used in this Agreement, the following words shall have the meaning given them by this section:
  - a. "Refuse" shall include all solid waste products which are composed wholly or partly of garbage, trash, rubbish, organic wastes, construction debris, sweepings, cleanings, contaminated recyclables and other waste items normally resulting from the operation of the City.
  - b. "Recyclables" shall include newsprint, corrugated cardboard, boxboard, mixed office paper, magazines and catalogs, glass containers, aluminum foil and cans, steel cans and plastic bottles reasonably free from food, dirt and other contaminants. Also included as a recyclable is any other material that the City may hereafter be required to collect as a recyclable by the County or State.
2. The Contractor shall meet and comply with all the provisions of City Ordinance 705 and 1300 pertaining to the collection and storage of refuse, garbage, swill, rubbish, waste material and recyclables. The provisions of said Ordinances are hereby made a part hereof by reference thereto as if fully set out herein. The Contractor at all times shall have on file with the City Clerk proper insurance policies as required by Section 4 of said Ordinance No. 1300.
3. The Contractor promptly and at his expense shall restore all public property of the City to its former condition to the satisfaction of the Director of Public Works if any such property is damaged by the Contractor or his agents in the course of operating as refuse and recyclable collector. If the Contractor shall fail to make such restoration, the City may make such restoration and the cost thereof to be paid within five (5) days after a statement is given by the City, to be given in the same manner as a notice under Paragraph 11 thereof, made payable upon demand for said restoration and on the same terms. The amount demanded shall bear interest, shall be collectable and may be deducted in the same manner, to the same

extent, as charges for collections missed pursuant to Paragraph 6 hereof. Drivers shall take into consideration the condition of the grass and ground when attempting to reach containers with their trucks; if trucks will be left, they shall not drive across the grass and grounds.

4. The Contractor shall not cause or permit any vehicle used by it in performing its obligation to stand or remain at or near any building or residence hereunder of upon any street, alley, lot or other public place for any longer time than is actually required for the loading of refuse and recyclables.
5. The Contractor shall collect refuse and recyclables from each of the City properties as listed in the schedule of properties (Appendix A) attached hereto and hereby made a part thereof. All dumpsters shall be enclosed metal containers. All carts shall be wheeled and fitted with a lid. Collections shall be made in accordance with a schedule of pickups to be established by the Contractor which is subject to the approval of the City Manager. When a scheduled collection day occurs on a holiday, the Contractor shall attempt to maintain the normal collection schedule or postpone collection one day. The schedule indicating collection location, container capacity and frequency of collection shall become a part of this license.
6. In the event the Contractor fails to make refuse and recycling collections as provided in Section 5 of this Agreement, the Contractor shall be notified and given until noon of the day following the scheduled collection to correct the situation. In the event collection is not made by that time, the City may charge the Contractor the amount of the average cost per cubic yard per container per location for each collection missed, such sum to be paid within five (5) days in the same manner as a notice under Paragraph 11 hereof, and to bear interest at ten percent (10%) per annum from and after said five (5) days period, until paid. Also, Contractor agrees to pay all costs of collection of said fees, with interest, including attorney fees whether suit is brought or not. In addition to any other remedies available to the City for the collection of such charges, the City may deduct such charges with interest from payments then or thereafter due hereunder to the Contractor.
7. It is agreed that if collections additional to those to be made pursuant to Paragraph 5 hereof are required by the City, the Contractor will be reimbursed at the rate set forth in Appendix A attached hereto, but these additional collections shall be performed and paid for only if done at the request of the City Manager or his designee.
8. The Contractor represents, covenants and warrants that it is licensed and authorized to work in the State of Minnesota, that it understands the hazards and risks which are, or may be, presented to persons, property and the environment in performance of work under this Agreement, that it is engaged in the business of handling, storing, treating recycling and disposing of recycling and refuse, and that it has the expertise for handling and disposal of these materials that it will handle store, treat and dispose of recycling and refuse under this Agreement in full compliance with current Hennepin County plan(s). Any Municipal Solid Waste removed from a City of Edina facility under this contract must be disposed of into the Hennepin County Solid Waste System. It may be delivered to the Brooklyn Park Transfer Station, the Hennepin Energy Resource Co., the Elk River Resource Recovery Facility or the

Freeway Transfer Station or other sites that may be approved by Hennepin County Solid Waste System.

In addition, a receipt(s) from any of the aforementioned facilities that documents delivery to them, must accompany any invoice for service, prior to payment being made by the City.

9. The Contractor shall conduct the work of refuse and recyclable collection in a professional and sanitary manner, all to the satisfaction of the City Council. Drivers shall exercise extreme caution when making collections in the park areas. A great many of these areas are playgrounds for children, so the drivers shall conduct themselves accordingly for the safety of these children.
10. The Contractor agrees to provide the City Manager or his designee semi-annual weight reports for recyclables collected at each location served under this agreement. Refuse weight reports for a particular location will also be provided to the City upon request.
11. This Agreement shall be in full force commencing January 1, 2014 through December 31, 2015, unless earlier terminated pursuant hereto. The City and Contractor reserve the right to extend this agreement two additional years upon mutual consent. Economic adjustments, fuel charges or recycling processing fees will not be negotiated or adjusted during the term of the contract. The cost of this Agreement, shall be as set forth in Appendix A for the calendar years 2014 through 2015 payable monthly within ten (10) days after the City's receipt of a notice from the Contractor itemizing for the then prior month the number of pickups, location of pickups and cubic yards of dumpsters at each pickup location. This Agreement may be terminated by the City if the Contractor fails to fulfill or perform and comply with the terms and conditions of the Agreement or the applicable City Ordinances, upon at least fifteen (15) days notice in writing to the Contractor mailed to him at the address set out in the first Paragraph hereof. Notice shall be deemed given upon deposit of the notice in the United States mail. In the event the Contractor for any reasons, whether or not beyond the Contractor's control, fails to make recycling or refuse collections as agreed by Contractor performed and complied with upon herein for a period of seven (7) consecutive days, or fails or refuses to perform any other duty or obligation hereunder, or to the applicable City Ordinances, the City may, in addition to the other remedies available to it, and termination hereof as above provided, exercise any one or more of the remedies available to it pursuant to City Ordinances 705, 1300, and 160. The remedies of the City may be exercised together or separately, and the exercise of any one or more of these remedies shall not be deemed a waiver or release of any of those other remedies. In the event this Agreement is terminated prior to December 31, 2016, pursuant to the provisions of this paragraph 11, then the City shall pay within fifteen (15) days after such termination, and after receipt of an itemized notice of the kind specified in this Paragraph, an amount equal to the cost, determined pursuant hereto, of refuse collection by the Contractor up to and including the last date of refuse collection by the Contractor, less however, any sums due to the City from Contractor pursuant to this Agreement including, without limitation, any sums and interest due pursuant to Paragraphs 3 and 6, but plus, however, any sums to be paid for extra collections made

prior to termination pursuant to Paragraph 7 hereof.

12. Neither this Agreement or any interest hereof shall be assigned by the Contractor without the prior written consent of the City. In any event, no such assignment shall relieve the Contractor from any obligations herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

WITNESSED BY:

CITY OF EDINA

\_\_\_\_\_

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
City Manager

WITNESSED BY:

CONTRACTOR

\_\_\_\_\_

BY \_\_\_\_\_

Quote Form  
2014-2015 Schedule of Edina City Properties  
Refuse and Recycling Collection

Location	Pick-ups per Week	Changes/date	Number & Size containers	Months of Service	Monthly cost	Annual Cost	Extra Pick up
Edina City Hall 4801 W. 50th St	*3/wk Refuse (**T,TH,S)		1-3 Yard Dumpster	12	\$ 129	\$ 1,551	\$ 30
	1/wk Single sort recycling (Th)		1-3 Yard Dumpster	12	\$ 30	\$ 360	\$ 15
Edina Art Center 4701 West 64th St	1/wk Refuse (T)		1-2 Yard Dumpster	12	\$ 36	\$ 432	\$ 20
						\$ -	
Edina Public Works 7450 Metro Blvd Hours M-F 7-3:30 p.m.	1/wk Refuse (M-TH)		2-6 Yard Dumpster	12	\$ 284	\$ 3,408	\$ 60
	2/wk recycling		2-4 Yard Dumpster	12	\$ 77	\$ 924	\$ 20
						\$ -	
						\$ -	
Edina Fire Station #1 6250 Tracy Avenue	1/wk Refuse (W)		1-2 Yard Dumpster	12	\$ 36	\$ 432	\$ 20
	EOW Single Sort recycling		1-2 Yard Dumpster	12	\$ 20	\$ 240	\$ 10
						\$ -	
Edina Fire Station #2 7335 York Ave	1/wk Refuse (T)		1-96 Gal. Cart	12	\$ 10	\$ 120	10/yd
	2/mo Single sort recycling		1-2 Yard Dumpster	12	\$ 20	\$ 240	\$ 10
						\$ -	
Braemar Ice Arena 7501 S. Highway 169	3/wk Refuse (M,W,F)		1-6 Yard Dumpster	10	\$ 222	\$ 2,220	\$ 60
	2/wk Refuse (Apr/May)			2	\$ 149	\$ 298	\$ 60
	1/wk Single Sort Recycling (TH)		1-2 Yard Dumpster	12	\$ 30	\$ 360	\$ 10
						\$ -	
Courtney Baseball Fields Braemar Blvd & Valley View Rd	2/wk (T,F 4/1-8/1)		2-4 Yard Dumpster	4	\$ 201	\$ 804	\$ 40
	1/wk (8/1- 11/1) Remove 11/1		2-4 Yard Dumpster	3	\$ 108	\$ 324	\$ 40
	2/mo Cardboard (4/1-9/1) Remove 9/1		1-4 Yard Dumpster	5	\$ 30	\$ 150	\$ 20
*Edina Golf Dome 7420 Braemar Blvd  *Suspended service due to fire 2012	1/wk Refuse (11/1-4/30)		1-2 Yard Dumpster	6	\$ 36	\$ 216	\$ 20
	1/wk Single Sort Recycling		1-96 Gal. Cart	6	\$ 8	\$ 48	NA
	Remove both 4/30					\$ -	
						\$ -	
Braemar Maint. Building 7400 Braemar Blvd	3/wk Refuse (M,W,F 4/1-10/31)		1-6 Yard Dumpster	6	\$ 222	\$ 1,332	\$ 60
	On Call -Refuse (11/1-3/31)					\$ -	
	1/wk Single Sort Recycling		1-2 Yard Dumpster	12	\$ 30	\$ 360	\$ 10
Braemar Club House 6364 John Harris Drive	3/wk Refuse (T,TH,S 4/1-9/30)		1-8 Yard Dumpster	6	\$ 285	\$ 1,710	\$ 80
	1/wk Refuse (M 10/1-4/1)			6	\$ 100	\$ 600	\$ 80
	1/wk Single Sort Recycling (M 6/1-3/31)		1-4 Yard Dumpster	10	\$ 30	\$ 300	\$ 20
	3/wk Single Sort Recycling (M,W,S 4/1-5/31)		1-4 Yard Dumpster	2	\$ 72	\$ 144	\$ 20
						\$ -	
Kenneth Rosland Park 66th & Valley View Rd (by back parking lot)	4/wk (M,T,Th,S 4/15-10/31)		1-6 Yard Dumpster	7	\$ 300	\$ 2,100	\$ 60
	Remove 10/31					\$ -	
						\$ -	
Edina Aquatic Center 4301 West 66th St. (early morning pick up)	3/wk Refuse (M,W,F 4/15-9/1)		1-4 Yard Dumpster	4.5	\$ 160	\$ 720	\$ 40
	1/wk Single Sort Recycling		1-3 Yard Dumpster	4.5	\$ 30	\$ 135	\$ 15
	Remove 9/1					\$ -	

per 6 yard

						\$ -	
Edina Senior Center & Library 5280 Grandview Square	1/wk Refuse		1-2 Yard Dumpster	12	\$ 36	\$ 432	\$ 20
	EOW Single Sort Recycling/paperback books		1-3 Yard Dumpster	12	\$ 30	\$ 360	\$ 15
						\$ -	
Edinborough 7700 York Ave. S. <i>Do not collect before 7 a.m.</i>	7/wk Refuse		1-8 Yard Dumpster	12	\$ 647	\$ 7,764	\$ 80
	1/wk Recycling (T)		3-96 Gal. Cart	12	\$ 25	\$ 300	na
	1/wk Organics (Th)		1-2 Yard Dumpster	12	\$ 46	\$ 552	\$ 20
Grandview Liquor Store 5013 Vernon Ave S	1/wk Refuse		1-2 Yard Dumpster	12	\$ 36	\$ 432	\$ 20
	1/wk Cardboard		baled	12	\$ -	\$ -	NA
	EOW Recycling		1-96 gal cart	12	\$ 8	\$ 96	NA
Edina Liquor Store 6755 York Avenue	1/wk Refuse (F 1/1-11/14)		1-2 Yard Dumpster	10.5	\$ 36	\$ 378	\$ 20
	2/wk Refuse (T, F 11/15 - 12/31)			1.5	\$ 68	\$ 102	\$ 20
	1/wk Cardboard		baled	12	\$ -	\$ -	NA
	EOW Recycling		1-96 gal cart	12	\$ 8	\$ 96	NA
						\$ -	
Van Valkenburg Park 4935 Lincoln Drive	1/wk Refuse (M, 4/1-11/15)		1-4 Yard Dumpster	7.5	\$ 68	\$ 510	\$ 40
	On call after 11/15					\$ -	
Fred Richards Golf Course 7640 Parklawn Ave	1/wk Refuse (M, 4/15-11/15)		1-4 Yard Dumpster	7	\$ 54	\$ 378	\$ 40
	1/wk Single Sort Recycling (4/15-11/15)		1-2 Yard Dumpster	7	\$ 30	\$ 210	\$ 10
	on-call pick up after 11/15						

\*wk= week \*\*(M)Monday, (T)Tuesday, (W)Wednesday, (TH)Thursday, (F)Friday, (S)Saturday  
 schedule reflects service as of 2/24/13

Annual Total Amount : \$ 31,138

Company Name: Waste Management, Inc

Authorized Signature: \_\_\_\_\_

Name Scott Gaupp

Address: 10550 Naples St. NE  
 Blaine, MN 55449