

City of Dade City

AGENDA MEMO

To: Honorable Mayor and Members of the City Commission
From: Lennie M. Naeyaert, P.E., City Engineer and Public Works Director
Subject: Solid Waste Franchise Agreement
Date: 4/28/09

It is requested that the City Commission consider the following information and recommendation(s):

BACKGROUND:

On April 9th, 2009 the bids for solid waste pickup (Bid 09-02) were received from five companies.

ISSUES:

Central Carting Disposal, Inc. is the apparent low bidder for this bid; a new agreement has been prepared to begin services per the bid documents. The proposed agreement is based on a rate of \$8.08 per month per residential unit (down from the current rate of \$8.38), and \$2.16 per cubic yard for commercial units (down from the current rate of \$2.24). In addition, weekly recycling services have been added to the contract using contractor supplied blue recycling bins. The current agreement with Central Carting Disposal, Inc. expires May 1, 2009.

ALTERNATIVES:

- Approve Staff Recommendation.
- Recommend an alternative solution.
- Direct that no action be taken.

RECOMMENDATION:

Authorize the City Manager or his authorized representative to execute the Solid Waste Franchise Agreement with Central Carting Disposal, Inc.

FUNDING:

Funding for this agreement was budgeted in the FY 2008-2009 budget.

SOLID WASTE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of April, 2009, by and between the City of Dade City, Florida, a municipal corporation, hereinafter referred to as "City" and Central Carting Disposal, Inc., a Florida Corporation, with a business mailing address of 20719 U.S. 301, Dade City, Florida 33525, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Section 74-36 of the Dade City Code authorizes the collection and disposal of solid waste within the City solely through the approval of a franchise agreement by the City Commission; and

WHEREAS, on May 2, 2009, the City's current solid waste collection agreement will expire; and

WHEREAS, it is the intent of the City Commission that all of its residents and commercial business receive the highest level of solid waste collection services; and

WHEREAS, following a properly advertised Invitation to Bid and careful evaluation of proposals received, on April 28, 2009, the City Commission approved the award of a new franchise agreement to Central Carting Disposal, Inc.; and

WHEREAS, Central Carting Disposal, Inc. has represented that they possess the expertise and equipment necessary to supervise and safely perform the solid waste collection within the City limits.

NOW, THEREFORE, in consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto agree that the City hereby grants an exclusive franchise to Central Carting Disposal, Inc. to gather, collect and dispose of solid waste from the residences and commercial places of business within the incorporated boundaries of the City of Dade City as they may be amended through annexation, upon the following terms and conditions:

SECTION 1. Term of Franchise.

The franchise and rights herein granted shall take effect and be in force from May 3, 2009 and shall continue in force and effect for a term of five (5) years following the effective date of this Agreement. However, the City may, at its discretion and with the concurrence of the Licensee, extend this Agreement for additional terms.

SECTION 2. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

SECTION 3. Contract Documents.

The following documents, except for such portions thereof as may be specifically excluded, constitute the contract documents:

- Specifications for Solid Waste Collection/Bid No. 09-02
- Licensee Business Plan
- County Refuse Collection Permit
- Licensee Service/Complaint Plan
- Licensee Performance Bond
- Licensee Insurance Policy
- Notice and Instructions to Bidders including special instructions and general instructions
- All Bid addenda issued by the City
- Map of incorporated City boundary
- Notice to Proceed
- All provisions required by law or ordinance to be a part of the contract documents, whether actually inserted therein or not.
- Commercial Rate Schedule

Should there be a conflict between any of the above documents and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. City Service.

As a service to the City of Dade City and its residents, Licensee shall provide the following services at no additional costs:

1. Licensee shall, at no additional charge, provide containers and collection service to all existing or future City-owned facilities and property. Specifically, the licensee shall provide twice weekly pick-up of solid waste at the City Hall dumpster; weekly pick-up of trash at all City parks and other City facilities.

2. The licensee will be required to collect and haul bar screening waste from the Wastewater Treatment Plant at least once weekly (averaging approximately 1283 lbs. monthly) and dispose of same at the County's Class I landfill.
3. In addition, the licensee shall provide an eight (8) yard dumpster at the City Yard (Public Works) for yard waste disposal for Public Works crews. The City shall not be charged for box rental or disposal fees, but will pay a charge for the pull and return of \$150.00 per pick-up. The maximum number of pick-ups per month shall be four (4), as needed.
4. The licensee shall provide a thirty (30) yard roll-off- box at the City Yard for street sweepings disposal by Public Works crews. The City shall not be charged for box rental fees, but shall pay a charge for the pull and return of \$150.00 per pick-up. The City shall also pay disposal fees. The maximum number of pick-ups per month shall be three (3), as needed. The City shall insure that the box does not exceed Florida Department of Transportation (FDOT) weight limitations.
5. For a period of thirty (30) days annually throughout the term of this agreement, Licensee will establish and service a drop-off center for the purpose of recycling telephone books if requested by the City. The actual time period shall be at the discretion of the City, but is intended to coincide with the annual delivery of new telephone books.
6. At the request of the City, the Licensee shall provide 20 yard roll-off boxes at specific locations in the City for an annual clean-up event. The City shall not be charged for box rental fees, but shall pay a charge for the pull and return of \$150.00 per pick-up. The City shall also be responsible to pay the actual County tipping fees for disposal of each box.
7. Special Events: The downtown area of Dade City is the site for a number of special one day events including but not limited to, The Scarecrow Festival in October, The Country Christmas Stroll on the Saturday in December, and the Kumquat Festival on the last Saturday in January. Licensee shall provide at no charge, the following equipment:

EVENT	30 YARD ROLL-OFF	PORT-O-LETS	PORT-O-LETS	SINK STATIONS	WASH STATIONS
		HANDICAP	REGULAR		
Kumquat Festival	2	5	25	6	
Scarecrow Festival	One 10 yard roll-off	2	10	6	
Christmas Stroll	1	2	10	6	

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SECTION 5. Residential Service.

1. Licensee shall provide twice weekly curbside pick-up for refuse, trash and brush. Licensee shall provide regular (Wednesday) curbside recycling service in Licensee's supplied blue recycling bins. Licensee agrees to supply one blue recycle bin to each residence within three (3) months of May 3, 2009. Replacement boxes, however, must be purchase by the customer at their own expense. Collection service shall be as previously established (i.e., Monday/Thursday or Tuesday/Friday) unless Licensee obtains prior written approval from the City Commission.
2. The monthly fee for such residential service shall be Eight Dollars and 08/100 (\$8.08) during the term of this franchise agreement. The monthly rate charged to the City by the Licensee for the second and subsequent years of service under this Agreement shall upon written request by the Licensee and reasonable review by the City, be adjusted upward or downward to reflect changes in the cost of doing business as measured by the fluctuations in the Consumer Price Index (CPI Urban Consumers all items U.S.) published by the Department of Labor, Bureau of Labor Statistics. Said adjustment shall be made annually on the anniversary date of this Agreement. The City shall consider pass-through increases only upon Commission approval for: (1) an increase of the solid waste disposal rate per ton by Pasco County; (2) adoption of new state legislation imposing taxes or surcharges on solid waste collection and/or disposal fees; or (3) fuel adjustments in the event that the price of diesel fuel significantly escalates.
3. Residential customers shall be required to bag, bundle or otherwise containerize yard debris, brush trimmings and tree trimmings. Residential customers shall, however, be required to bag or otherwise containerize grass clippings and leaves. Such bags, bundles, or containers shall not exceed fifty (50) pounds in weight each, 2 cubic yards of material, and shall otherwise comply with Pasco County disposal requirements. In addition, all yard trash waste must be placed directly adjacent to trash containers at the curbside. Licensee may contract with residential customers for pick-up and/or disposal of bulk waste, household items, appliances and other trash items not mentioned above. The Licensee shall complete any requests for bulk waste collection services received from the customer within five (5) calendar days of the request, or on the specific date agreed to by the Licensee and the customer.
4. Residential collection service shall begin no earlier than 6:00 a.m., and cease no later than 6:00 p.m., Monday through Saturday. No regular collection of any residential refuse shall occur on any Sunday except in the case of a City emergency. In cases of an emergency, as designated by the City and later evidenced by a written memorandum confirming the approval, collection shall be permitted at times not allowed by this subsection. Sufficient reserve equipment and labor shall be available to avoid collection of refuse after 6:00 p.m.

5. The Licensee may, at his discretion, operate during the City-designated holidays. If collection days are to be changed due to holidays, written announcements explaining the holiday schedule shall be sent to the customer with the preceding bill or at the time a customer is given first service. In the case of holidays whereupon the Licensee does not collect, the resident's solid waste will be picked up the next regularly scheduled collection day immediately following the holiday.

SECTION 6. Commercial Service.

1. Licensee shall provide commercial containers and provide service to commercial establishments in accordance with the rate schedule attached hereto in Section 3 and with the following schedule:

Commercial refuse containers shall be provided and maintained at Licensee's expense. Commercial refuse containers shall be safe and leak-proof with lids kept intact. Further, commercial refuse containers shall be kept painted, repaired and maintained in aesthetically pleasing condition as determined by the City. Should a refuse container be found to be non-serviceable by the above standards, the Licensee shall furnish a serviceable container to that location within forty-eight (48) hours without charge.

2. The monthly rate charged to the City by the Licensee for the second and subsequent years of service under this Agreement shall upon written request by the Licensee and reasonable review by the City, be adjusted upward or downward to reflect changes in the cost of doing business as measured by the fluctuations in the Consumer Price Index (CPI Urban Consumers all items U.S.) published by the Department of Labor, Bureau of Labor Statistics. Said adjustment shall be made annually on the anniversary date of this Agreement. The City shall consider pass-through increases only upon Commission approval for: (1) an increase of the solid waste disposal rate per ton by Pasco County; (2) adoption of new state legislation imposing taxes or surcharges on solid waste collection and/or disposal fees; or (3) fuel adjustments in the event that the price of diesel fuel significantly escalates.

SECTION 7. Pick-Up Locations.

1. Pick-up locations for residential collection service shall be at the curbside and/or alleyways at ground level outside enclosures or fencing, along paved, improved or unimproved roadway, and adjacent to the customer's driveway or walkway. Licensee shall provide back-door collection services to residents who are physically handicapped without additional charge. The City shall provide a list of residents who meet this requirement to the Licensee.

2. Pick-up locations for commercial collection may be reviewed and adjusted by the City. Such locations shall facilitate the efficient handling of the refuse and provide for physical safety during the access and egress functioning of the waste hauler's vehicle.

SECTION 8. Customer Service.

1. The Licensee shall be responsible for providing the highest quality service to its customers and the City. The Licensee shall coordinate with the City to insure that high quality service is maintained.
2. The Licensee shall maintain an office and provide sufficient staffing to insure quality customer service, information dissemination and complaint resolution. The office shall be established no later than one month after the Notice to Proceed is issued. This office shall remain open for business, 8:00 a.m. to 5:00 p.m., Monday through Friday except for City designated holidays.
3. The Licensee shall be adequately staffed and have the appropriate technology available to accept all requests for information and complaint. During regular business hours, licensee shall respond to all messages and attempt to resolve any and all concerns or complaints within 24 hours of receipt thereof.
4. The Licensee shall provide a contact person for the City to reach during non-office hours. If the person in charge expects to be away from the franchise area, a second employee shall be designated responsible for the licensee's operation and shall be empowered to provide information or otherwise respond to specific request from customers in the City.
5. The Licensee shall compile daily the number of complaints received from residential customers and commercial customers in the City. The following complaint information shall be compiled: customer name, customer address, including zip code, customer phone number, collection route number, type of service provided, type of complaint, time complaint reported, date problem occurred, action taken, and date and time complaint is resolved. Daily complaint forms shall be available to the City upon request.

SECTION 9. Personnel and Equipment.

1. Within 30 days after the execution of this Agreement, the Licensee shall provide the City with written notice of the qualified person or persons to be in charge of the operations during the term of the agreement.
2. The Licensee shall provide the City with written notice of any subsequent changes to the above assignment no less than five (5) working days prior to the effective date of the change.

3. The Licensee shall provide complete operating and safety training for all personnel at least once a year. In addition, each driver of a collection vehicle shall, at all times, carry a valid Florida driver's license for the type of vehicle that is being driven. Each truck shall at all times have in the cab a facsimile of the registration of the truck, the certificate of insurance, and an identification card with name of whom to contact in case of emergency.
4. The Licensee shall provide sufficient equipment to maintain regular schedules of collection and to promptly and efficiently perform his duties under this agreement. The licensee shall have on hand at all times in good working order, such equipment so to adequately and efficiently perform the duties specified in this agreement.
5. The bodies of trucks used in the collection or transportation of solid waste shall be designed for such use and have bodies which are water tight to a depth of not less than twelve (12) inches with solid metal sides and fully covered, or vehicles which transport commercial containers. Any vehicle exceeding three-fourths ton capacity shall be equipped with a device for mechanical unloading unless authorized by the City. Licensee shall not utilize front-loading collection trucks for the collection of residential units. The City shall have the authority to waive the requirement that a vehicle be fully enclosed. In addition, trucks shall be equipped with leak-proof racks that are designed to hold lead-acid batteries and used oil for transfer to the designated disposal facilities.
6. All vehicles shall be maintained in proper mechanical condition and shall conform to all applicable Federal, State, and local laws, regulations and standards. It shall be unlawful to collect solid waste with equipment that leaks any fluids, including but not limited to, hydraulic fluid, oil, or leachate. All trucks shall be washed bi-weekly thoroughly inside with suitable disinfectant and deodorant. All trucks shall be inspected for sanitary cleanliness at least once annually by the City's Safety Services Department.
7. Licensee shall ensure that every truck carries on a regular basis, a shovel, a heavy-duty broom, rake, fire extinguisher, first aid kit, and any other equipment as required by the City's Safety Services Department.
8. Licensee shall have painted or stenciled in four inch (4") high letters in a prominent place on each side of every truck used in the collection of refuse, the telephone number of licensee and the truck number. Licensee may display its own logo and name on the cab and/or body of the collection vehicle. Licensee shall not use a firm name containing the words "Dade City" or "City", or other words implying City of Dade City ownership.

SECTION 10. Standard of Care.

1. Licensee shall not litter or cause any spillage to occur upon customer's premises or the rights-of-way wherein the collection and transport of materials shall occur. During transportation, all collected solid waste shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any confirmed spillage or leakage from

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Licensee's vehicle, Licensee shall promptly clean up all spillage and leakage at no cost to the City.

2. Licensee shall exercise reasonable care and diligence in the collection process, and shall provide collection service with as little disturbance as possible and shall leave containers at the same point from which they were collected.
3. All collection vehicles shall remain on the right hand side of the road when providing residential service. Vehicles shall remain off curbs and sidewalks at all times. All containers shall be completely emptied and placed back in a vertical position (upright or upside down) at the point where collected. Any container damaged by the Licensee shall be repaired or replaced by the Licensee within seven (7) days of the reported incident.
4. Licensee shall require his employees to serve the public in a courteous, helpful and impartial manner. Licensee's employees both in the field and office shall refrain from belligerent behavior and profanity. Care should be taken to prevent damage to property, including shrubs, flowers, and other plants. Licensee shall also exercise caution in relationship to the property of other authorized utilities. Licensee shall be solely responsible for damages it may cause to private or public property. In the event that Licensee damages any City street or other public right of way, the Licensee shall reimburse the City for costs of any repair.

SECTION 11. Indemnification and Insurance.

1. Licensee hereby covenants and agrees to hold the City completely harmless and to indemnify the City from any and all liability, loss and damage of any nature whatsoever, including court costs and attorney's fees that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligence, wrongful or intentional act or omission, or based on any act of fraud or defalcation resulting from the Licensee's operations, employees, agents, equipment, and facilities. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the City on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement.
2. Prior to commencement, and at all times during the effective period of this Agreement, the Licensee shall procure and maintain the following insurance as set forth in the bid documents:
 - a. Comprehensive and general liability insurance with liability limits not less than \$1 million combined, single limit each occurrence for personal injury and property damage.
 - b. Business auto liability insurance with liability limits not less than \$1 million combined, single limit each occurrence for bodily injury and property damage.

- c. Workers compensation insurance for all employees for statutory limits, including employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, and \$100,000 disease limit each employee.
 - d. Umbrella liability policy which shall be an "occurrence" type policy with liability limits not less than \$1 million.
3. All policies shall be of an occurrence type and provide a 30-day notice of cancellation or modification of coverages. The City of Dade City shall be listed on each policy as an additional insured. Prior to commencement of work, the proper insurance certificates must be provided to and approved by the City.
 4. Licensee shall require his insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the city.
 5. The Licensee shall comply with all Federal/State Occupational Safety and Health Act (OSHA) standards and any rules and regulations applicable to activities in the State of Florida. Licensee shall also comply with Chapter 442, Florida Statutes, as amended. The parties hereby expressly agree that the obligation to comply with applicable safety provisions and is a material provision of this contract and a duty of Licensee. The City reserves the right to require demonstration of compliance with the safety provisions of this Agreement. The parties agree that such failure is deemed to be a material breach of this Agreement. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

SECTION 12. Termination

1. The Licensee and the City recognize that it is of paramount importance that the Agreement be performed and that the individual customers receive service. If the Licensee fails to begin work at the time specified, or fails to perform work with a sufficient number of workers; sufficient or adequate equipment to ensure the proper and substantial performance of said refuse collection work; or performs the work unsuitably or discontinues the performance of the work or any portion thereof; or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid; or if the Licensee becomes insolvent, declares bankruptcy, commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, the City may thereupon declare the Agreement terminated and formally claim the performance bond posted by Licensee.
2. Upon notice of default as described above, the City, through its Mayor or designee, shall provide written notice of such default to the Licensee. The Licensee shall have seven (7) calendar days from such notice to cure the default.
3. Upon declaration of termination, the City may, at no cost to the City or compensation to the Licensee, enter into alternate agreements with other vendors for performance of the work and

services herein contracted for at the rate specified in this Agreement or as otherwise agreed to by the parties.

4. Termination of this Agreement shall not relieve Licensee or his surety of liability for failure to faithfully perform this Agreement, and if in such case, the expense incurred by the City in performing or causing to be performed, the work and services provided for in this Agreement exceeds the bid price of Licensee, then the Licensee (and his surety to the extent of its liability) shall be liable to the City for said amount. Licensee's surety or security will not be released until such times as the term of this Agreement would otherwise have expired.

SECTION 13. Miscellaneous

1. The rights and privileges granted by this Agreement, shall not be sold, assigned, transferred, leased or pledged, in whole or in part, without the City's prior written approval. No such sale or transfer shall be effective until the purchaser, assignor, or lessee has filed with the City an instrument, duly executed, reciting the facts of such sale, assignment or lease, and accepting the terms of this Agreement in its entirety and agree to perform all the conditions herein.
2. The terms of this Agreement shall be governed by the laws, rules and regulations of the State of Florida. Venue shall be in Pasco County, Florida.
3. Licensee shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained by the Licensee for a minimum of five (5) years from the date of termination of this Agreement.
4. Should there be a conflict as to whether a service is residential or commercial, the City shall make the final determination. Should there be a conflict over franchise district boundaries, the City shall make the final determination.
5. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, sent by certified mail or, when appropriate, faxed as follows:

City of Dade City
C/o City Manager
P.O. Box 1355
Dade City, FL 33526-1355
Fax: 352-521-1422

Central Carting Disposal, Inc.
C/o Angelo Verrelli
P.O. Box 1947
Dade City, FL 33526-1947
Fax: 352-583-3945

6. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreement, verbal or written, between the parties hereto.
7. This Agreement contains the sole understanding between the parties and no modification thereto may be made except by an instrument in writing and executed in the same manner as this Agreement.
8. This Agreement shall be binding upon the parties, their heirs, assigns, and successors in interest.
9. Licensee and its employees, representatives, agents and subcontractors are, and shall be, in the performance of all work and service activities under this agreement, independent contractors and not employees, servants, or agents of the City.
10. Licensee agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, or handicap, and to abide by all Federal and State laws regarding non-discrimination.
11. In case any one or more of the provisions contained in this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof.

IN WITNESS WHEREOF, the parties hereto cause these representations to be executed by their duly authorized officers this 28th day of April, 2009.

ATTEST:

CITY OF DADE CITY, FLORIDA

James Class, City Clerk

Scott Black, Mayor

APPROVED AS TO LEGAL FORM AND CONTENT

Karla S. Owens, City Attorney

CENTRAL CARTING DISPOSAL, INC.

By: Angelo Verrelli
Angelo Verrelli, President

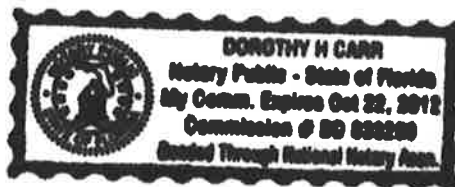
STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on the 25 day of April, 2009, before me appeared **ANGELO VERRELLI, President, Central Carting Disposal, Inc.**, who is personally known to me, or _____ who produced the following identification: _____, and who acknowledged before me that he executed the foregoing Agreement for Services.

By: Dorothy H Carr
Notary Public

Printed Name: Dorothy H. Carr

My Commission Expires: 10/22/2012



CENTRAL CARTING DISPOSAL, INC
SOLID WASTE COLLECTION RATES
Effective May 2009

DUMPSTER YARDS	DUMPS PER WEEK	MONTHLY EFF 5/09 \$2.16 PER YARD
2	1	\$18.72
2	2	\$37.44
2	3	\$56.16
2	4	\$74.88
3	1	\$28.08
3	2	\$56.16
4	EOW	\$18.72
4	1	\$37.44
4	2	\$74.88
4	3	\$112.32
6	1	\$56.16
6	2	\$112.32
6	3	\$168.48
8	1	\$74.88
8	2	\$149.76
8	3	\$224.64
8	4	\$299.52
8	5	\$374.40
8	6	\$449.28

Dumpster Locks are charged separately.

Non-Residential Curbside Service:

DBR	\$14.03
DB2	\$21.85
DB3	\$28.55
DB6	\$51.28

RESIDENTIAL:
(City Paid)

\$8.08