



City of Nappanee

300 West Lincoln Street
P.O. Box 29
Nappanee, IN 46550-0029

Phone: (574) 773-2112
Fax: (574) 773-5878

CITY OF NAPPANEE TRASH COLLECTION GUIDELINES

- A. Each location is permitted up to five (5) containers or combination of containers, yard waste, refuse, garbage or rubbish. All such items however shall be placed in watertight covered containers with adequate handles. Heavy plastic trashcan lines are acceptable. Containers may not exceed thirty (30) gallon capacity and not exceed sixty (60) pounds in weight. Cardboard boxes, paint pails, baskets and tubs are excluded as being proper containers.
- B. Yard Waste shall be collected by the contractor. Shrubbery and tree trimmings are to be tied in bundles which lengths do not exceed three (3) feet or if enclosed in a container, maximum size shall not be more than two (2) feet wide, five (5) feet long and two (2) feet in depth. Leaves are collected by the City.
- C. Newsprint and magazines, if not placed conveniently for collection within ten (10) feet off of the designated collection route will not be collected.
- D. Odd-size Trash and Hazardous Materials are excluded.
- E. Construction and Demolition Debris along with stones are excluded.

If you have any questions, please call 574-773-2112.

CONTRACT FOR GARBAGE AND TRASH COLLECTION

THIS AGREEMENT, made and entered into as of this 1st day of January, 2009, by and between **THE CIVIL CITY OF NAPPANEE, INDIANA**, by and through its Board of Public Works and Safety, hereinafter called **CITY**, and **BORDEN WASTE-AWAY SERVICE, INC.**, an Indiana Corporation with principal offices at Elkhart, Indiana, hereinafter called **CONTRACTOR**, WITNESSETH:

WHEREAS, the City desires to contract for the private collection and disposal of domestic garbage, trash and refuse of and from each residential location and certain other locations within the City of Nappanee and has heretofore advertised for bids for such services and under certain terms and specifications therefore such garbage and trash collection services, and has received bids on the 24th day of November, 2008, and

WHEREAS, the Contractor has submitted its bid for such garbage and trash collection services which bid (the "Bid") is attached hereto as Exhibit A and made a part hereof and which said Bid was received on the 24th day of November, 2008 and was accepted by the City through its Board of Public Works and Safety on the 8th day of December, 2008, and

WHEREAS, the parties now desire to enter into a written contract specifying the terms and conditions for such garbage and trash collection by Contractor and payment therefore by the City,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, the acts and payment hereinafter more specifically related and other good and valuable considerations, the parties agree as follows:

1. From and after the 1st day of January, 2009, and until the 31st day of December, 2009, Contractor shall collect domestic garbage and trash of and from each residential location in the Civil City of Nappanee on a regular weekly basis, and in compliance with the specifications for such garbage and trash collection, (the "Specifications") a copy of which Specifications are attached hereto as Exhibit B and made a part hereof, and all duties, obligations and acts and things referenced in the Specifications and the Bid are comprehended to be performed by the successful bidder, and shall be undertaken and performed by Contractor. Definitions of terms, categories of collection and standards for service are expressly referenced at Paragraphs 1, 2 and 5 of the Specifications respectively, and reference is made to such Paragraphs for their specific content.

2. City shall pay Contractor the sum of Twenty-one Thousand Six Dollars and 00/100 (\$21,006.00) per month during the calendar year 2009. The City shall pay to Contractor the sum of Two Hundred Fifty-two Thousand Seventy-two Dollars and 00/100 (\$252,072.00) for such year.

3. Contractor's Bid also includes the option for refuse pick up for each of calendar years 2010, 2011, 2012 and 2013 which options for each of such years may be elected by the City by giving Contractor Notice of such election prior to the commencement of the year for which such election shall be made. Each such election by the City shall be deemed to extend this Contract during the entire term of the calendar year for which such election is made and Contractor's compensation during any such extension of this Contract shall be determined utilizing the amounts for any such calendar year as contained in the Bid.

4. The Parties agree that the contract price as herein stated, is based upon the current residential units existing in the City at the time of the submittal of the Bid which includes but is not limited to 250 units in the Meadows Mobile Home Court, 90 units in the Village and Northwood Apartments, 70 units in the Northside Manor, 30 units in the Farm Valley Place, 50 units in the Bison Ridge, 56 units in M-Dee Acres, 72 units in Stonewall Court and 60 units at Eastown Villa. The City shall pay Contractor for additional units in the circumstances described herein below in the amount of Eight Dollars and Seventy-five Cents (\$8.75) per month during calendar year 2009. In the event that this Agreement is extended for subsequent years then the monthly rate to be charged during any such extension pursuant to this Paragraph shall be as determined by the amounts for such extension periods shown on the bid. With regard to payment for such additional units, the following shall apply:

An actual count of units in the mobile home court will be made each month and any units over 250 in the mobile home court will be paid accordingly. Should any territory be annexed to the City, a figure equal to the actual number of dwelling units therein, on the basis of physical count thereof jointly made or caused to be made by Contractor and City, shall be added to the above figure as and effective upon the effective date that such annexation is complete and final and upon the date and time that the service is extended into such annexed territory and compensation therefore shall be forthwith increased. Should any sub-division in the City be developed during the year, a figure equal to the actual number of dwelling units therein, on the basis of a physical count thereof jointly made or caused to be made by the Contractor and City, shall be added to the figure.

5. During any period of this Agreement or any extension thereof, Contractor further assumes and agrees to pay all fees and charges for disposal of all garbage and trash and refuse collected by Contractor in the City of Nappanee which shall be removed by Contractor to an approved sanitary landfill or other approved disposal facility. Contractor shall be subject to all the rules and regulations of the Sanitary landfill or disposal facility and shall pay all fees for such disposal. All garbage and trash from all pick-up locations shall be collected at least once each week between the hours of 7:00 AM and 5:00 PM. One day of the week shall be

designated for each pick up location as collection day. All refuse shall be collected on the designated collection day for each pick up location.

The Contractor may, for its convenience, divide the City into areas for collection. The time and days for collection shall be embodied in a schedule and submitted to the City for approval and, when approved, shall be made known to the users at the expense of the Contractor and shall be changed only upon written agreement by and between Contractor and City. A collection day which falls on a legal holiday shall be made up by the Contractor the next following day and the Contractor shall place a notice of the change of collection schedule for that week in the Nappanee Advance News. The Contractor shall make immediate collection for refuse from any pick up location which has been inadvertently skipped or bypassed upon request to do so by the City through the office of the City Clerk-Treasurer.

Additionally, a refuse disposal dumpster shall be provided by the Contractor and picked up weekly at each location specified at Paragraph 8 of the Specifications including, but not limited to, any other Municipal location where the City deems a dumpster to be necessary. Further, Contractor shall provide Dumpster Service, as requested by the City, to sponsors of City Community Events, all as specified at Paragraph 11 of the Specifications.

6. City and Contractor further agree that contractor shall perform a bi-annual odd-sized trash collection in the month of April and the month of September 2009 and for any calendar year for which this Agreement shall be extended. The collection shall be performed in compliance with the Specifications. Large and small appliances containing freon shall be removed from the residences to a central location where the contractor shall be responsible to have the freon removed and further remove the appliances to the appropriate refuse center.

7. The Parties agree that the City is the Owner of all material collected, and the Contractor does not take ownership of or title to any waste or other property that Contractor transports on behalf of the Owner.

8. Contractor specifically agrees to comply with each and every term and condition of the Specifications and the Bid. In the event that the Contractor shall fail to satisfy the terms and conditions of the Specifications then the City may, in addition to each and every other legal or equitable remedy it may otherwise have, proceed pursuant to the terms of Paragraph 11 of the Specifications. City's failure to exercise any and all remedies it may have against Contractor for default of this Agreement, including the Specifications and the Bid, shall not constitute a waiver of the ability to pursue any remedy at any future time against the Contractor for breach.

9. To the extent that the terms of this Agreement shall specifically contradict any term contained in the Specifications or the Bid, the terms of the Specifications or the Bid shall control.

10. This Contract, together with the Bid, non-collusion affidavit, Specifications, proposal and the certificates of insurance and coverage and specimens thereof referenced in the Specifications constitute the covenants and agreements of the parties and is binding upon each of the parties.

11. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and assigns. Contractor agrees however, that this Contract may not be assignable by Contractor without the express written consent to the City.

IN WITNESS WHEREOF, the parties have hereunto set their hand and affixed their official seal on the day and year first above written.

BORDEN WASTE-AWAY SERVICE, INC.

By: Patrick C McCoy, CFO
PATRICK C MCCOY, CFO

THE CIVIL CITY OF NAPPANEE, IN

By: Larry L. Thompson
Mayor Larry L. Thompson

ATTEST: Kimberly A. Ingle, I.A.M.C. G.M.C.
Kimberly A. Ingle, Clerk-Treasurer

**CITY OF NAPPANEE
SPECIFICATIONS FOR THE COLLECTION
AND DISPOSAL OF REFUSE WITHIN THE CITY**

1. **Definitions.** The following definitions are adopted for the purpose of the contract.
 - A. "Refuse" is all putrescible and non-putrescible wastes (except human body wastes), including garbage, rubbish, recyclables, and yard waste.
 - B. "Garbage" is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
 - C. "Rubbish" is putrescible and non-putrescible solid waste, both combustible and non-combustible, including paper, cardboard, bottles, tin/steel/aluminum cans, glass, bedding, rags, crockery, wood, furniture and small appliances and any other materials generated from ordinary household operations.
 - D. "Yard Waste" is compostible organic waste resulting from the maintenance of lawns, gardens, landscaping, and trees, which include green clippings, tree branches, hedge trimmings, and garden waste. Leaves are collected by the City.
 - E. "Construction and Demolition Debris" is rubbish generated by the construction, remodeling, or demolition of buildings or building appurtenances and includes concrete, brick, wood, roofing materials, gypsum board, piping and building fixtures (cabinets, windows, etc.)
 - F. "Hazardous Materials" are described as follows, but are not limited to, anti-freeze, gasoline, motor oil, paint, car batteries, various types of cleaners, oil-based paints, home health care items such as needles and old medicines
 - G. "Odd-sized Trash" as used herein, is described as any and all furniture, appliances, carpet, car parts, downspouts, television antennas, garage doors, windows, doors, mattresses and burn barrels. This definition does not include: cans, bottles, glass jars, empty cardboard boxes, plaster, garbage, brush, lumber, plaster board, tires, "Hazardous Materials" or any "Construction and Demolition Debris".
 - H. "Dwelling Unit" means a room or other space in which cooking facilities are located.
 - I. "City" means all territory within the corporate limits of the municipal corporation known as the City of Nappanee, Indiana.

2. **Collection.**
 - A. Each pickup location shall be permitted to dispose of up to five (5) containers or a combination of containers, yard waste, refuse, garbage or rubbish, as described in Section 1. each week. All such items, however, shall be placed in watertight covered containers with adequate handles or bails; Heavy plastic trashcan liners are acceptable. All residential trash to be collected shall be placed for collection by the owner or producer on collection days, in watertight covered receptacles or trash and garbage bags, not exceeding thirty (30) gallon capacity and not exceeding sixty (60) pounds in weight. Cardboard boxes, paint pails, baskets and tubs are excluded as being proper containers and will not be picked up or emptied since they are not watertight.
 - B. Yard Waste as described in 1 (D.) shall be collected by the contractor. Shrubbery and tree trimmings are to be tied in bundles which lengths do not exceed three (3) feet or if enclosed in a container, the maximum size of which shall not be more than two (2) feet wide, five (5) feet long and two (2) feet in depth.

- C. Newsprint and magazines, if not placed conveniently for collection within ten (10) feet off of the designated collection route will not be collected.
 - D. Odd-sized Trash and Hazardous Materials are excluded.
 - E. Construction and Demolition Debris along with stones are excluded.
3. **Collection Schedule.** The Contractor shall collect refuse from all pick-up locations within the City at least once each week during the term of the contract. Collections shall be made between 7:00 o'clock a.m. and 5:00 o'clock p.m. on the day of collection. Collection shall be performed Monday through Friday. One day of the week shall be designated for each pick up location as collection day. All refuse shall be collected on the designated collection day for each pick up location. The Contractor may, for its convenience, divide the City into areas for collection. The time and days for collection shall be embodied in a schedule and submitted to the City for approval and, when approved, shall be made known to the users at the expense of the Contractor and shall be changed only upon agreement between Contractor and City. A collection day, which falls on a legal holiday, shall be made up by the Contractor on the next following day. The contractor shall be consistent in its collections policy during a week that includes a legal holiday. The Contractor shall make immediate collection for refuse from any pick up locations which has been inadvertently skipped or bypassed upon request to do so by the City through the office of the City Clerk-Treasurer.
4. **Refuse Disposal Facility.**
- A. The Contractor shall, at all times, have available for its use a site for disposal of refuse collected or alternate system for the disposal of refuse collected, which disposal area shall be properly authorized and in compliance with all local, state, and federal laws and regulations governing such refuse disposal areas or systems. A schedule of proposed sites for disposal of refuse collected shall be identified on the Bid form. Contractor shall be responsible for, obtaining and payment of, all permits and licenses for such disposal facility. All costs, including, but not limited to, tipping fees and/or rate charges per ton charged by the owner or operator of such disposal facility shall be paid for by Contractor.
5. **Standards for Service.**
- The parties recognize that the collection of refuse may create problems of a personal nature affecting the residents of the City and/or the Contractor and his employees. It is the desire of the parties to eliminate these problems and to secure widespread public approval of the Contractor's services and toward this purpose; the Contractor agrees to abide by the following:
- A. The Contractor shall transport all refuse, both garbage and rubbish in enclosed trucks constructed of metal and sufficiently tight to prevent leakage of liquid or solids materials, and such trucks and equipment shall be in compliance with all laws, ordinances and regulations governing same. Collections and removal of refuse shall be done as inoffensively as possible with regard to sound decibels, sight and smell, and without the spilling or scattering of refuse in loading or in transit. Refuse spilled or scattered shall be picked up immediately. Containers, with lids properly returned to the container, shall be properly replaced to the point of collection and in an upright position after emptying by the Contractor. The contractor shall do as little damage as reasonably possible to the containers and lids, other than damages caused by wind and other causes beyond control of the Contractor, shall be paid for by the Contractor to the respective owners of same.
 - B. All equipment used by the Contractor shall be kept clean and odor free at all times. Equipment shall be of a generally uniform size and design, painted and lettered to the reasonable satisfaction of the City.
 - C. All vehicles used by the Contractor in the course of servicing pick-up locations within the City shall not be overloaded so as to cause damage to streets and

roadways within the City. Collection vehicles shall not exceed manufacturer's weight specifications.

D. In the event of a dispute between a user of the City and the Contractor as to the manner of placing refuse, or the nature of the contents, or the time for the removal thereof, or other matters of like nature, the Contractor agrees in the specific instance to collect and remove the refuse even though, in its opinion, it is not required to do so, unless the same constitutes a clear environmental, health, or safety hazard. The Contractor shall immediately report the matter to the office of the City Clerk-Treasurer or other official designated by the City Board of Public Works and Safety, and the matter shall be addressed by the parties, if possible, before further collection becomes necessary.

6. **Contractor's Insurance and Bonds.** The Contractor shall take and maintain during the term of the contract, Workmen's Compensation and Occupational Disease Insurance for all employees employed at or in the vicinity of the City's property or in carrying out any work related to this contract. The Contractor shall take out and maintain during the term of the contract such Public Liability and Property Damage insurance during the term of the contract as shall protect the Contractor and the City from all claims for damages for personal injuries, accidental deaths, and property damage which may arise from any operations under this contract. The Public Liability coverages shall not exclude liability caused by pollution or contamination (i.e. truck spill, ruptured fuel tank, etc.). The successful bidder and/or Contractor shall provide the City Board of Public Works and Safety with a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. Said certificates shall also state that the City be notified thirty (30) days before cancellation of any insurance.
7. **Terms of Agreement and Required Service.** The term of the contract and of the services herein encompassed shall extend from the 1st day of January 2009 to and including the 31st day of December 2013. The Bidder and/or Contractor shall base his bid for removal of refuse from approximately 2400 locations or residences, based on 250 units in the mobile home park, 90 units in the Village and Northwood Apartments, 70 units in the Northside Manor, 30 units in the Farm Valley Place, 50 units in the Bison ridge, 56 units in M-Dee Acres, 72 units in Stonewall Court and 60 units at Eastown Villa. An actual count of units in the mobile home court will be made each month and any units over 250 in the mobile home court will be paid accordingly. Should any territory be annexed to the City, a figure equal to the actual number of dwelling units therein, on the basis of physical count thereof jointly made or caused to be made by Contractor and City, shall be added to the above figure as and effective upon the effective date that such annexation is complete and final and upon the date and time that the service is extended into such annexed territory and compensation therefore shall be forthwith increased. Should any sub-division in the City be developed during the year, a figure equal to the actual number of dwellings units therein, on the basis of a physical count thereof jointly made or caused to be made by the Contractor and City, shall be added to the figure.
8. **"Odd-sized Trash" Collection.** The Contractor shall canvas the entire City (2400 units), one (1) time in April and one (1) time in September to collect Odd-sized Trash items. The canvas of the City shall be completed within a one-week period, Monday through Friday. The dates and times for the Odd-sized Trash collection will be coordinated with the Superintendent of Streets and Sanitation. The City will be responsible for advertising the bi-annual collection.
9. **Public Facilities.** A refuse disposal dumpster shall be provided by the Contractor and picked up weekly at no additional cost for the following municipal locations:

City Municipal Center	City Emergency Services Building
City Park Department (Derksen Farm)	City Park Department (West Side Park)
Nappanee Municipal Airport	City Street Department Garage
City Water Utility Garage	City Wastewater Treatment Plant
City Boy's and Girl's Club	Any other Municipal Location where a dumpster is deemed necessary

10. **Special Dumpster Service.** The Contractor shall provide dumpster service, to sponsors of City Community Events, at the request of the City, up to a maximum of ten (10) days each calendar year for a maximum of six (6) 30-35 cubic yard dumpsters, to be delivered, spotted and picked up by the Contractor.
11. **Default.** In the event that the Contractor wholly fails to make and collect or remove or properly dispose of refuse or other materials herein provided for, in accordance with the terms of this contract for a period of two (2) consecutive weeks, strikes, acts of God or other causes beyond the Contractor's control excepted, the City may, at its option, after thirty (30) days written notice to the Contractor terminate the contract.
12. **Payments to Contractor.** Payment to the Contractor shall be made in equal monthly payments during the term of the Contract.
13. **Bids.** Bids should be based upon a monthly total pickup price based upon 2400 units, a single unit pickup price for any additional required charges and an option, by the City, to extend the contract, twelve (12) months at a time, to a maximum of sixty (60) months.

The Contractor should take into consideration, when preparing his bid that the City participates aggressively in the Elkhart County Solid Waste Management District Recycling Program. This program eliminates a large amount of newsprint, aluminum, tin, glass, pasteboard and plastic from the weekly collection by the Contractor.

Bids shall be submitted on a form as prescribed by the City Board of Public Works and Safety which may be obtained at the office of the City Clerk-Treasurer, and shall be accompanied by a noncollusion affidavit and a bid bond in cash, certified check, or corporate surety in a sum equal to five percent (5%) of the bid. Such bid shall thereupon be delivered to the Clerk-Treasurer of the City not later than the 24th day of November, 2008 at 3:30 p.m. All such bids will be opened and read by the Board of Public Works and Safety of said City at 3:30 p.m. on said day.

Nappanee Board of Public Works and Safety: October 27, 2008

**CITY OF NAPPANEE, INDIANA
COLLECTION AND DISPOSAL OF REFUSE**

BID RESPONSE FORM

<u>Service Description</u> <u>2400 Pick-ups</u>	<u>Monthly Total</u> <u>2400 Pick-ups</u>	<u>Unit Pickup Price</u> <u>Additional Charges</u>	<u>Extended 12 Month</u> <u>Contract Price</u>
1. Weekly Residential Collection- 2. Collection A.			
2009	_____	_____	_____
2010	_____	_____	_____
2011	_____	_____	_____
2012	_____	_____	_____
2013	_____	_____	_____

2. Odd-sized Trash Collection- 8. Odd-sized Trash Collection (if separate fee)			
2009	_____	_____	_____
2010	_____	_____	_____
2011	_____	_____	_____
2012	_____	_____	_____
2013	_____	_____	_____

5. Special Dumpster Service (if a separate fee)			
2009	_____	_____	_____
2010	_____	_____	_____
2011	_____	_____	_____
2012	_____	_____	_____
2013	_____	_____	_____

Schedule of Proposed Disposal Sites:

Date: _____

Contractor: _____

Authorized Representative: _____

Title: _____

Bidders Address: _____

Telephone: _____ FAX: _____

**CITY OF NAPPANEE, INDIANA
COLLECTION AND DISPOSAL OF REFUSE**

BID RESPONSE FORM

<u>Service Description</u> <u>2400 Pick-ups</u>	<u>Monthly Total</u> <u>2400 Pick-ups</u>	<u>Unit Pickup Price</u> <u>Additional Charges</u>	<u>Extended 12 Month</u> <u>Contract Price</u>
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1. Weekly Residential Collection- 2. Collection A.

				<i>Per Yr.</i>	<i>Per Mo.</i>
2009	\$20,616.00	+ .16 \$ 8.59 8.75	\$247,392.00	+ 4680.00 = 252,072.00	- 21,006.00
2010	21,647.00	+ .17 9.02 9.19	259,762.00	+ 4914.00 = 264,676.00	- 22,056.34
2011	22,729.00	+ .18 9.47 9.65	272,750.00	+ 5160.00 = 277,910.00	- 23,159.17
2012	23,866.00	+ .19 9.94 10.13	286,387.00	+ 5418.00 = 291,805.00	- 24,317.09
2013	25,059.00	+ .20 10.44 10.64	300,706.00	+ 5689.00 = 306,395.00	- 25,532.92

2. Odd-sized Trash Collection- 8. Odd-sized Trash Collection
(if separate fee)

2009	390.00	.16	4,680.00
2010	410.00	.17	4,914.00
2011	430.00	.18	5,160.00
2012	451.00	.19	5,418.00
2013	474.00	.20	5,689.00

5. Special Dumpster Service
(if a separate fee)

2009	<i>6 speed</i>	400.00	2,400.00
2010		420.00	2,520.00
2011		441.00	2,646.00
2012		463.00	2,778.00
2013		486.00	2,917.00

Bill as used

Per Yr.
254,472.00
267,196.00
280,556.00
294,588.00
309,312.00

Schedule of Proposed Disposal Sites:

Earthmovers, Elkhart County or Prairieview
landfills

Date: 11-24-08

Contractor: Borden Waste-Away Service, Inc.

Authorized Representative: Patrick McCoy

Title: CO/Controller

Bidders Address: 610 N. Wildwood

Elkhart, IN 46514

Telephone: 800-386-3313, 574-293-5001 FAX: 574-294-7010

Ext. 511