

Purchasing Department
Madison County Board of Supervisors
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Canton, Mississippi 39046

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11 January 2017

District 1 Supervisor Sheila Jones
District 2 Supervisor Trey Baxter
District 3 Supervisor Gerald Steen
District 4 Supervisor David Bishop
District 5 Supervisor Paul Griffin

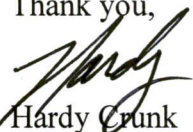
Subject: Approve recycling dumpsters contract with Waste Management

Dear Board Members:

In October 2016 the board approved ordering four recycling dumpsters from Waste Management at the monthly rental rate of \$120 each with a per-haul (emptying) price of \$395. Two of the dumpster are in place at the Yandell Road and Lake Cavalier fire stations. One dumpster is awaiting completion of a concrete pad at the Stribling Road Fire Station before being put into service. A location has not yet been secured for the fourth dumpster (It was originally scheduled to be placed at Lake Caroline; however, the homeowners association board changed its mind.).

Attached is a contract with Waste Management for the dumpster rental and hauling. The contract has a 30-day cancelation clause. I recommend that the board approve the contract and authorize the board president to execute same.

Thank you,


Hardy Crunk
Purchase Clerk

CONTRACT TO COLLECT
RESIDENTIAL RECYCLABLE MATERIALS
AT COUNTY DROP OFF SITES

THIS AGREEMENT, made in duplicate on this ____ day of _____, 2017, by and between Madison County, Mississippi (the "County"), and Waste Management of Mississippi, Inc., a Mississippi corporation (the "Contractor"),

WITNESSETH:

WHEREAS, the County desires to provide for the collection of recyclable material from drop off sites provided by the County on County property; and

WHEREAS, the Contractor is experienced in the recycling business and possesses the necessary equipment, personnel, and management skills to provide such service; and

WHEREAS, County desires to contract with Contractor to provide recycling collection services from County drop off sites; and

WHEREAS, Contractor desires to contract with the County to provide such recycling collection services;

NOW, THEREFORE, in consideration of the premises and covenants and undertakings set forth, the County and the Contractor agree as follows:

1.00 **TYPE OF COLLECTION**

1.01 Service Provided

- (a) The Contractor shall provide on-call collection service of residential recyclables deposited in 20 yard domed roll off containers provided by Contractor at County designated sites.
- (b) The Contractor shall collect recyclable materials from up to four County designated sites. The County shall be responsible for maintaining the sites. Contractor shall be responsible for emptying domed roll-off containers, but shall not be responsible for collecting waste or other materials deposited outside the containers unless the material is dropped by Contractor in the process of servicing the containers.

1.02 Location of Recycling Container

The four domed recycling containers shall be located on County property at sites designated by the County. These sites shall be accessible to Contractor's equipment.

1.03 Recycling Containers

The Contractor will provide four (4) domed 20-yard roll-off containers for the collection of recyclables. Title to the recycling containers shall vest in Contractor upon collection, but title to other materials shall vest in the County and the County shall be responsible for the cost of disposing of non-recyclable materials or for the contents of containers that are too contaminated with non-recyclables to be accepted at Fibervision or the processing facility selected by Contractor without charge.

1.04 Recyclable Materials

Recyclable materials to be collected will consist of aluminum and steel cans, newsprint, and plastic containers (PET & HDPE). The Contractor shall be responsible to process and sell the recyclable materials and the Contractor shall retain full proceeds of such sales. Disposal of unmarketable or contaminated recyclable materials shall be the responsibility of the County.

1.05 Collection Equipment

All vehicles, and other equipment, shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Company's identity, telephone number and a conspicuous vehicle number. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage by Contractor shall be immediately cleaned up by the Contractor. All recyclable materials hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or loss from wind blown materials are prevented.

2.00 **STANDARD OF PERFORMANCE**

2.01 The Contractor hereby agrees that the collection and removal services, practices, and procedures shall be in conformity with all applicable County ordinances in effect upon the date of the execution of this Agreement, and in conformity with all of its terms and conditions. The Contractor also hereby agrees to conduct and operate the collection and removal services in a manner meeting the accepted standards for the industry. The

collection and removal services shall be accomplished in such a manner as to insure no residue is left scattered about the drop off sites.

3.00 **FREQUENCY OF COLLECTION**

3.01 Recyclable materials shall be collected on an on-call basis. The Contractor shall provide collection services within 24 hours of notification by the County, except for holidays and weekends. The Contractor shall not be required to make collections on Saturdays, Sundays or on Holidays.

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4.00 **EQUIPMENT**

4.01 Vehicle Maintenance

The Contractor hereby agrees it shall have a fleet of vehicles, equipped and maintained as shall be necessary for the timely and effective performance of the scope of work in accordance with all terms and conditions of this Agreement.

4.02 Office

The Contractor shall maintain an office, or other such facilities, through which it may be contacted. Contractor shall give County prior written notice of any change of office or telephone number. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

5.00 **PERSONNEL**

5.01 The Contractor hereby agrees it shall maintain a work force, properly trained, and each vehicle operator issued a valid Commercial driver's license for the type of vehicle being driven.

5.02 Contact Person

The Contractor also hereby agrees to assign a qualified person or persons to be in charge of the operations contracted for, and agrees to give such name or names to the County.

5.03 Employment

The Contractor hereby agrees it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

5.04 Point of Contact

All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to their designated representative.

6.00 **ASSIGNMENT**

6.01 The Contractor hereby agrees that the obligations pursuant to this Agreement shall not be subcontracted or assigned to any person or organization without first having obtained in writing the consent of the County.

7.00 **INDEMNITY**

7.01 The Contractor hereby agrees that it shall indemnify, reimburse, keep and hold the County free and harmless from liability on account of injury or damage to persons, firms, or

corporations, or property which results from Contractor's negligent or willful acts or omissions in the performance of this Agreement; provided, however, this section shall not be construed to require Contractor to indemnify the County for damages resulting from the County's negligent or willful acts or omissions.

8.00 **FORCE MAJEURE**

8.01 It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Agreement during any period or periods of time when strikes, acts of God, war or public enemy, governmental or court order, fire or other casualty, storm or other natural catastrophe, or any other act beyond the control of the Contractor render impossible its performance under this Agreement. Immediately upon the occurrence of any of the above, the Contractor shall notify the County. Also within twenty-four (24) hours the Contractor shall meet with the County to review the validity of the Contractor's claim, assessing the impact it shall have on the scope of services under this Agreement, and to develop alternative methods to maintain the scope of services.

9.00 **TERM OF CONTRACT**

9.01 The term of this Agreement shall be for one year beginning on January 1, 2017; provided, however, that the term of this Agreement may be extended for up to five (5) additional one (1) year terms by the mutual agreement of the parties expressed in writing prior to the expiration of the then current term.

10.00 **RIGHT TO TERMINATE CONTRACT**

10.01 Either party may terminate this contract by giving the other party at least thirty (30) days prior written notice.

11.00 **ADDITIONAL REPRESENTATIONS BY CONTRACTOR**

11.01 The Contractor represents and warrants:

- (a) That it is a corporation duly authorized to do business in Mississippi and has legal authority to enter into this Agreement.
- (b) That the Contractor shall conduct operations under this Agreement in compliance with applicable laws.

12.00 **NOTICES**

12.01 All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to County:

Madison County Board of Supervisors
146 West Center Street
P.O. Box 608
Canton, MS 39046

If to Contractor:

Waste Management of Mississippi, Inc.
1450 Country Club Drive
Jackson, MS 39209-2509
Attention: Public Sector Sales Manager

With a copy to:

Waste Management
Southern Tier Legal Dept.
1850 Parkway Place, Suite 600
Marietta, GA 30067
Attention: Legal Counsel

13.00 **EXCLUSIVE CONTRACT**

13.01 The Contractor shall have the sole and exclusive right to provide recycling services for and on behalf of the County at the County's drop off sites. This agreement shall not constitute a franchise or exclusive right to collect recyclables from commercial, institutional and industrial units in the County.

14.00 **COMPLETE AGREEMENT**

14.01 This Agreement, and any exhibits attached hereto, constitutes the entire agreement between the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall be governed by the law of the State of Mississippi.

15.00 **POINT OF CONTACT**

15.01 All formal dealing and contacts between the Contractor and the County relating to this Agreement shall be directed by the Contractor to the County Manager.

16.00 **INSURANCE**

16.01 The Contractor hereby agrees it shall secure and maintain such insurance policies as will protect itself and the County from claims for bodily injuries, death, or property damage, which may arise from operations under this Agreement whether such operations by itself or anyone employed directly or indirectly. Contractor shall provide the County with evidence of the following coverage in the form of a certificate of insurance prior to commencing the services described herein.

<u>Coverage</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$2,000,000.00 each occurrence
except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$2,000,000.00 each occurrence
except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person
Automobile Property Damage Liability	\$2,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

17.00 **COMPENSATION**

The County hereby agrees that it shall pay the Contractor a rental rate of \$120.00 per month per 20-yard domed roll-off container plus a haul rate of \$395.00 per haul. These rates shall be adjusted according to this Agreement.

17.01 The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, for All Items, Not Seasonally Adjusted, All Areas (published by the Bureau of Labor

Statistics, U.S. Department of Labor, ("C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.

18.00 CHANGE IN MARKET FOR RECYCLABLE MATERIALS

Should the market for a recyclable material covered by the terms of this Contract collapse and render the product worthless (i.e. - recycling processors will not accept the material without charge), the collection of such recyclable material shall be suspended until the markets improve unless the County is willing to reimburse Contractor for marketing the materials at a negative value.

19.00 BASIS AND METHOD OF PAYMENT

19.01 Contractor Billings to County

The Contractor shall invoice the County for service rendered within five calendar days following the end of the month. The County shall pay the Contractor, on or before the

30th day following the end of the billing period. Billing and payment shall be based on the quoted rates and schedules set forth herein.

Signed, sealed and delivered as of the day and year first above written.

WASTE MANAGEMENT OF MISSISSIPPI,
INC.

By _____

Its. _____

Attest: _____
Corporate Asst. Secretary

MADISON COUNTY, MISSISSIPPI

By: _____

Its: _____

Attest: _____