



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

NOTICE OF MEETING AND AGENDA

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, November 20, 2017, at 6:30 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Closed Executive Session to Discuss Pending Litigation
5. Solid Waste Collection Contract
 1. Memo 11/06/17 – Director of Public Services
 2. Letter 11/16/17 - City Attorney
 3. Refuse Collection Contract
6. New Business/Public Comment
7. Adjournment

Lisa Kay Hathaway
Acting City Administrator/City Clerk

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwwmi.us.

cc:
Council – 7
Berschback
Smith
Hathaway

Rec. Secretary
Email Group
Media - Email
Post -8

File

MEMO 17 - 45

RECEIVED

NOV -8 2017

CITY OF GROSSE POINTE WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S.*

DATE: November 6, 2017

SUBJECT: Recommendation – Solid Waste Collection Contract

A bid request for providing rubbish collection services to the city over a five-year period from January 1, 2018 through December 31, 2022 was posted on the Michigan Intergovernmental Trade Network (MITN) website on September 19, 2017. It was also advertised in the Grosse Pointe News. On October 3, 2017 the following bids were opened for collection of solid waste.

GFL Environmental Services	\$5,788,295.56 Annually
Advanced Disposal	\$7,608,165.00 Annually

GFL Environmental Services was the lowest qualified bidder. They assumed the operations for rubbish collection in the city when they purchased Rizzo Services in 2016 and their service has been satisfactory. While the bids represent an increase over the prior contract period, this bid specification requested the bidders include 64-gallon carts for both rubbish and recycling collection.

Therefore, I recommend the five-year contract for the collection of solid waste be awarded to GFL Environmental Services, 6200 Elmridge, Sterling Heights, MI 48313 to supply rubbish collection services from January 1, 2018 through December 31, 2022 in the total amount of \$5,788,295.56 with disposal at the City Disposal Transfer Station. The increased contract expense for the remainder of fiscal year 2017/18 will require a transfer of \$213,000.00 from the Solid Waste Fund balance, account No. 226-000-395.000 into Solid Waste contractual services, account No. 226-528-818.000 to cover the cost of the new contract.

If you have any questions concerning this matter please contact me.

CC: Bid File
O/F

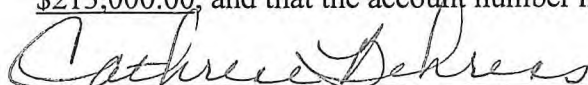
Approved for Council Consideration


City Administrator Signature

Date 11/8/2017

Fund Certification:

A budget transfer is required from the Solid Waste reFund balance, account No. 226-000-395.000 into Solid Waste Contractual Services, account No. 226-528-818.000 in the amount of \$213,000.00, and that the account number has been verified.


Treasurer/Comptroller Signature

CHARLES T. BERSCHBACK

ATTORNEY AT LAW
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CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

RECEIVED
NOV 16 2017
CITY OF GROSSE PTE. WOODS

November 16, 2017

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. GFL Environmental Refuse Collection Contract
Agenda Item for November 20, 2017

Dear Honorable Mayor and Council:


In accordance with the Committee of the Whole discussions on October 30, 2017, I have reviewed the bid specs from GLF and have attached a proposed Refuse Collection Contract for review. In past refuse contract approvals, the contract to be signed incorporates by reference all of the documents submitted by GFL as part of the bid process. The contract documents are therefore in excess of 100 pages and outline all aspects of the contract.

I direct your attention to the following specifics:

1. Effective date is January 1, 2018, five year term.
2. The City may elect to extend the additional five years at rates proposed in the bid, but the City must provide the Contractor with written notice of its intent to extend at least six months prior to expiration.
3. A fuel adjustment factor will not be allowed for the first five years, nor any extension if exercised.
4. Two separate carts are being provided to each household, the carts become the property of the homeowners after completion of the five year contract, and the Contractor is required to repair any damaged carts.
5. I have added in a new paragraph to the main contract regarding the color of the carts since the bid specs were not consistent with the decision made at the COW as well as proposed language regarding plastic bag use..

Based on the staff's recommendation, it would be the prerogative of the City Council to award the Refuse Collection Contract starting on January 1, 2018 to GFL Environmental USA, Inc. and authorize the City Administrator to sign the Refuse Collection Contract.

Very truly yours,


CHIP BERSCHBACK

CTB:gmr
Enclosure

REFUSE COLLECTION CONTRACT

THIS AGREEMENT is entered into this 1st day of January, 2018, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, ("City), and GFL Environmental USA, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City has advertised for bids for the collection of refuse from residential, business, commercial and office properties within the City of Grosse Pointe Woods, and has prepared certain instructions, specifications and contract documents to bidders, and

WHEREAS, the Contractor has made a bid in accordance with the advertisement and contract documents, which bid has been accepted by the City,

NOW THEREFORE, in consideration of the mutual undertakings of the parties, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The contract documents consisting of all of the documents listed on the Contractor's Index (attached to this Contract as Exhibit A), including but not limited to the advertisement for bids, instructions to bidders, general specifications, proposal, bond, the Refuse Collection Contract, all exhibits, route lists, route maps, and the bid of the Contractor (collectively referred to as "the contract documents"), shall be incorporated herein by reference, and shall become a part of this Contract, and shall be binding upon both parties. However, the terms of this Refuse Collection Contract shall control in the event of any inconsistency between this Contract and the documents incorporated by reference.
2. The Contractor agrees that it shall, during the term of this contract or any extension, collect, transport, and dispose of all items of refuse and recyclables

within the City of Grosse Pointe Woods in accordance with the contract documents, and in accordance with the terms and provisions of the Contract, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.

3. The City agrees that it shall, upon satisfactory performance of the collection as required in the contract documents, and as required under the provisions of this Contract, and applicable ordinances of the City of Grosse Pointe Woods, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.
4. This contract shall have a term of five (5) years, effective JANUARY 1, 2018, through December 31, 2023.
5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents.
6. The Contractor will file with the City a performance bond prior to the effective date of this Contract, which bond is incorporated herein by reference, and made a part of this contract.
7. In the event the Contractor fails, neglects or refuses to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof

shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

8. The parties agree that the container colors for the 64 gallon carts shall be dark brown matte finish for mixed waste, and moss green, matte finish for recyclables. Contractor acknowledges and agrees to the City's ordinance change that will allow occupants to place no more than five bags next to the carts on limited occasions (e.g. holidays, moving, special events, etc.), and also require occupants to purchase an extra cart based on excessive use of plastic bags.

Witnessed by:

CITY OF GROSSE POINTE WOODS, MI
A Municipal Corporation

BY: _____
BRUCE SMITH
City Administrator

GFL ENVIRONMENTAL USA, INC.
Contractor

BY: _____

Its: _____



ORIGINAL

City of Grosse Pointe Woods / INDEX

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- TAB 2. Bid Guarantee
- TAB 3. Addendum # 1
- TAB 4. Bid Document, 13 pages
- TAB 5. Article 1-5, Proposal & Pricing Pages
- TAB 6. Article 6, Proposal Submittal – Signature Page
- TAB 7. Remainder of Bid Document, 23 pages
- TAB 8. Performance Guarantee and Insurance Acknowledgement
- TAB 9. Articles and State of Michigan Certificate of Good Standing
- TAB 10. Non-Collusion Affidavit and Judicial Record
- TAB 11. References
- TAB 12. Disposal / Processing Sites and Equipment list
- TAB 13. Educational Program
- TAB 14. Comprehensive Recycling Programs and Curbside Recycling Guidelines
- TAB 15. Cart Specifications

