

RESOLUTION NO. 77-1989

Offered by Mayor Waszak

A RESOLUTION TO AUTHORIZE THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH BROWNING-FERRIS INDUSTRIES, INC. FOR REFUSE COLLECTION SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the current agreement for refuse collection services will expire on November 30, 1989; and

WHEREAS, pursuant to Resolution 53-1989, the Director of Public Service advertised for bids for refuse collection services; and

WHEREAS, pursuant to advertisement, the apparent low bidder is Browning-Ferris Industries, Inc. in the amount of \$ 108,883.80 (1st Yr) which bid is recommended by the Director of Public Service. \$116,112.60 (Second Year)

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1: That the Mayor and Director of Finance are authorized and directed to enter into an agreement with Browning-Ferris Industries, Inc. for refuse collection services in accordance with the specifications prepared by the Director of Public Service in the amount of \$ 108,883.80 (First Year) \$116,112.60 (Second Year)

SECTION 2: This Resolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety to provide continuous refuse collection services provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 11/21/89

David W. Howard  
President of Council

Raymond Waszak  
Mayor

Dated: 11/21/89

ATTEST:

Mary L. Hegley  
Clerk of Council

# Village of Richfield

4410 W. STREETSBORO ROAD  
P.O. BOX 387  
RICHFIELD, OHIO 44286-0387  
216-659-9201

RALPH R. WASZAK, SR., Mayor  
DAVID W. HOWARD, Council President

LIBBY PETERS, Finance Director  
LARRY WILSON, Service Director

October 24, 1989

## LEGAL NOTICE

Sealed bids will be received by the Village of Richfield, Summit County, Ohio at the office of the Service Director, 4410 W. Streetsboro Road, Richfield, Ohio 44286 until 2:00 P.M. on Thursday, November 16, 1989, at which time said bids will be opened and read for the purchase of:

Refuse collection services pursuant to Resolution 53-1989.

Copies of specifications and bid forms are available at the office of the Service Director. Each proposal must contain the full name of every person or company interested therein, and shall be accompanied by a 5% bid bond or a certified check in the amount of \$100. as a guarantee that if the bid is accepted, a contract will be entered into. Should any bid be rejected, such bid bond or certified check will be returned upon proper execution and securing of the contract. The right is reserved to reject any and all bids and to waive informalities in bids.

VILLAGE OF RICHFIELD  
Larry Wilson  
SERIVCE DIRECTOR

Please publish  
November 2nd and November 9th, 1989

# Village of Richfield

4410 W. STREETSBORO ROAD  
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RICHFIELD, OHIO 44286-0387  
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RALPH R. WASZAK, SR., Mayor  
DAVID W. HOWARD, Council President

LIBBY PETERS, Finance Director  
LARRY WILSON, Service Director

## INFORMATION TO BIDDERS

Sealed bids for refuse pickup and disposal service will be received at the office of the Service Director, Village of Richfield, Ohio, until 2:00 P.M. Thursday, November 16, 1989, and at that time and place publicly opened and read.

All proposals must be addressed to the Service Director, Village of Richfield, Ohio, and delivered to the Director and endorsed, "BID FOR FURNISHING REFUSE PICKUP AND DISPOSAL SERVICE".

All proposals must be made on the attached form of proposal.

Each bidder is required to state in his proposal his name and place of residence and the names of all persons interested with him; in case of a corporation, the names other than the President and Secretary need not be given.

If a bidder wishes to withdraw his proposal, he may do so before the time fixed for the opening of bids without prejudice to himself by communicating his purpose in writing to the Service Director.

Each proposal shall be accompanied by a \$100.00 Certified Check drawn on a solvent bank, or a 5% Bid Bond made payable to the Village of Richfield, Ohio. This certified check or bond is to serve as a guarantee that if the proposal is accepted, a contract will be entered into and the performance properly secured.

The Service Director reserves the right to waive any informalities in the proposals received and to reject any and all proposals and to make the award in such a manner as considered best for the interest of the Village of Richfield, Ohio.

SPECIFICATIONS FOR WEEKLY

, RUBBISH COLLECTION

INTENT:

The intent of these specifications is to provide a sanitary and satisfactory method of collection, transportation and disposal of garbage and rubbish of the inhabitants of the Village of Richfield. The Village wishes to continue the same quality of service as currently being provided.

1. GENERAL CONDITIONS:

- a. Currently collection is divided into three (3) days (see attached map). Residential homes and small businesses are provided with curb side collection once weekly. Along with regular curb side collection stops are made at the Town Hall, Recreation Center and Library.
- b. Heavy trash is to be collected weekly with regular collection.
- c. Village of Richfield will be invoiced monthly after services are performed.
- d. It is expressly understood that the diligent execution of the terms of this contract is extremely important to the preservation of the public health, and upon default of the Contractor for any reason whatsoever, the Village reserves the right to immediately employ the necessary men and equipment to remove the said material and to charge the cost incurred thereof to the contractor.
- e. It is expressly agreed that in the case of default, in addition to the actual cost of the collection and disposal of all materials, that the Village shall charge to the Contractor, Twenty-five Dollars (\$25.00) per day which is not to be considered as a penalty, but is to defray the cost of the supervision of the work made necessary by the default of the Contractor.
- f. The Contractor shall not assign, underlet, or sublet this contract or any part thereof, without the written consent of the Village of Richfield, and in the event that such consent of the Village of Richfield be obtained, the Contractor shall be liable for the faithful performance of this Contract for the remainder of the term.
- g. Bidders are required to use the printed bid forms set forth in the bidding documents and shall submit a bid for a period of one and two years. The Village of Richfield reserves the right to enter into a one or two year contract.
- h. Adjustments for New Residential Dwellings Constructed. The last months billings of each years contract may be adjusted to compensate the contractor for new dwelling units constructed and occupied during the contract year. Such additional charge shall be from date of occupancy at the rate bid per stop.

2. COLLECTION STATISTICS:

1200 residential units (approximate).

55 business stops (approximate).

120-130 cubic yards collected per week, including heavy rubbish.

3. RULES AND REGULATIONS FOR REFUSE DISPOSAL:

(a) Refuse Defined. "Refuse", as used in this chapter means all putrescible wastes, including vegetable and animal offal and all discarded household wastes such as ashes, tin, glass, paper, rags, appliances, water heaters, broken household furnishings: building materials, tires, stone, rock, dirt, steel, iron, etc. Tree limbs, wood, bundled newspapers, etc., will be considered as refuse as long as the same are bundled up in lengths of less than four feet and with a diameter not exceeding two feet, and securely tied. Grass cuttings will also be considered as refuse. Animal manure may be considered as refuse if securely wrapped, or bagged and tied.

(b) Collection Service. Refuse will be collected once per week. No collections will be made on Sundays and holidays. The Village may adjust a collection day due to extreme bad weather, holidays or unforeseen circumstances beyond the control of the Village and therefore, any collection so adjusted may be collected the following work day or an alternate working day as the Village deems practicable.

(c) Refuse Preparations. All refuse must be drained of surplus water before being deposited in the refuse container. Only refuse in proper containers will be collected.

(d) Container Requirements. Plastic bags or paper bags are required as refuse containers, and such bags must be of sufficient strength to hold contents. All plastic or paper bags used as refuse containers shall be securely tied prior to collection. Refuse containers not complying with the provisions of this section, such as baskets, wooden barrels, tubs, can, etc., may be collected the same as other waste material.

(e) Number of Containers Limited. The maximum number of containers to be collected at any one location at any single scheduled pickup shall be limited to six (6) containers per residence and/or business per week. The bidder is to use the six (6) container limit as an average when compiling his bid.

(f) Container Locations. All containers used for refuse collection as herein provided shall be placed on tree lawn near the curb, or such containers shall be placed at the front line of the premises in time for each scheduled collection: provided, however, that such refuse containers shall be placed on the tree lawn or at the front line of the premises not before sunset of the day preceding the scheduled collection and not later than 8:00 A.M.

(g) Hazardous Waste. Contractor shall not remove Hazardous Waste from the Village of Richfield.

4. TERM OF CONTRACT:

The Village of Richfield reserves the right to enter into a one or two year contract.

5. LISTING OF PRINCIPALS:

Each bidder shall submit a list supplying the name and address of all stockholders, partners, or shareholders, or any other person having interest in the firm submitting the bid.

6. EQUIPMENT:

Each bidder shall submit with his proposal on the provided forms a description of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be of late model, steel body with steel covers, nonleakable, and of the automatic packer type. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from this schedule. The contractor shall use the equipment identified in his or its proposal, or equipment equal in type, specifications, the age, usual wear and tear accepted, at all times during the performances of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require.

7. DISPOSAL:

Contractor shall outline in detail the method in which he will dispose of garbage and rubbish collected under the contract. The method of disposal and all other performance by the contractor under the contract shall in all ways comply with all laws, rules, and regulations of the State of Ohio, Summit County, the Village of Richfield and the County Health Department.

8. PAYMENT BY VILLAGE:

Successful Bidder shall submit to the Village of Richfield, each month at the end thereof a statement in writing detailing the amount, claimed to be due. The Village of Richfield shall within fifteen (15) days from date of receipt of the statement issue to the Contractor a check for the amount found to be due to the Contractor after being satisfied that the amount to be paid is correct.

9. The Contractor shall, at the time of execution of the contract, furnish the following:

(a) A Certificate of Insurance on Contractor's equipment and on his public liability insurance policy covering bodily injury and property damage to third parties. Such endorsement shall name the Village of Richfield as an insured, with the Contractor under said insurance policies. The limits of insurance for bodily injury shall not be less than \$500,000 for each person and not less than \$1,000,000 for each accident and for property damage shall not be less than \$100,000 for each accident.

9. continued.

Such insurance shall be maintained and kept in force by the contractor at his expense throughout the term of the contract, and shall provide that the insurance carrier shall give notice to the Village of Richfield prior to a cancellation of any coverage.

(b) Workers' Compensation: The Ohio Workers' Compensation Act is deemed a part of the contract and a certificate of such insurance coverage shall be submitted.

# Village of Richfield

4410 W. STREETSBORO ROAD  
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## "ALTERNATE PROPOSALS"

The Village of Richfield desires alternate proposals based on the following:

### ALTERNATE "A"

Collection rules shall remain as stated for the basic bid except residents shall be required to recycle tin, glass, aluminum, newspapers and cardboard. Residents shall be responsibility to deposit recyclables at Town Hall.

### ALTERNATE "B"

Collection shall be for daily household waste only. Maximum of six (6) bag limit. Residents will be required to recycle tin, glass, aluminum, newspapers and cardboard. Shall be the responsibility of residents to deposit recyclables at Town Hall.

Also excluded from collection will be appliances, water heaters, broken household furnishings, building materials, tires, stone, rock, dirt, steel, iron (including vehicle parts), tree limbs, wood, leaves, grass clippings and animal manure. These items shall be the responsibility of residents to arrange for disposal.

### ALTERNATE "C"

Collection shall be for daily household waste only. Maximum of six (6) bag limit. Residents will be required to recycle tin, glass, aluminum, newspapers and cardboard. Shall be the responsibility of residents to deposit recyclables at Town Hall.

A full week of collection will be provided in May and October to collect appliances, water heaters, broken household furnishings, building materials, tires, stone, rock, steel and iron (including vehicle parts).