

**A Resolution To Approve A Contract With Goode Trash Removal, Inc.
R-53-2014**

**City Council of the City of Glenarden, Maryland
2014 Legislation**

Resolution: R-53-2014
Introduced By: Carolyn Smallwood, Council President
Co-Sponsors: At the request of the Administration
Session: Regular Session
Date of Introduction: May 12, 2014

A Resolution To Approve A Contract With Goode Trash Removal, Inc.

WHEREAS, the City engaged in a request for bids with respect to the provision of trash, recycling and related services; and

WHEREAS, Goode Trash Removal, Inc., is the lowest responsive, responsible bidder, a copy of this is attached hereto as Exhibit A; and

WHEREAS, Goode Trash Removal, Inc., is the City's current contractor and has provided good service to the City and has been responsive to any complaints and concerns; and

WHEREAS, the Mayor has recommended to the City Council that Goode Trash Removal, Inc. be awarded the trash contract effective May 1, 2014 to April 30, 2015 with an option for the contract to be extended for up to three (3) additional one (1) year terms; and

WHEREAS, the proposed contract between Goode Trash Removal, Inc. and the City is attached hereto as Exhibit B, with a not to exceed price of \$341,343.00 per annum.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Regular Session this 12th day of May, 2014 as follows:

1. That the Mayor's recommendation to accept the bid of Goode Trash Service, Inc., to provide trash, recycling and related services for the period of May 1, 2014 through April 30, 2015, with the option to extend the contract for three additional one year terms, for a not to exceed price of \$341,343.00 for the initial one year term, be and it is hereby approved.
2. That the Agreement, in substantially the form as attached as Exhibit B, be and it is hereby approved.
3. That the Mayor be and he is authorized to sign the Agreement in substantially the form as attached as Exhibit B.
4. Contract services shall be paid from the 10.75.10.7230 line item of the budget.
5. This Resolution shall take effect immediately upon passage.

Date Approved: May 12, 2014

**A Resolution To Approve A Contract With Goode Trash Removal, Inc.
R-53-2014**

47 Page 2

48

49 ATTEST:

50

51

52

53



Toni Taylor, Council Clerk

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

Yes - 7 -

77

No - 0 -

78

Abstain - 1 -

79

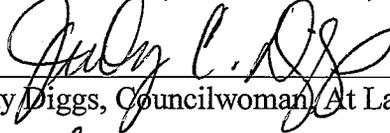
City Council of Glenarden



Carolyn Smallwood, President, Ward I



Elaine A. Carter, Vice-President, Ward II



Judy Diggs, Councilwoman, At Large



Deborah A. Eason, Councilwoman, Ward II



James Herring, Councilman, Ward I



Jennifer A. Jenkins, Councilwoman, Ward III



Maxine Phifer, Councilwoman, At Large

AGREEMENT

THIS AGREEMENT is made by and between the City of Glenarden, Maryland, (hereinafter referred to as the "City ") and Goode Trash Removal, Inc. (hereinafter referred to as "Contractor"), 6305 Ivy Lane, Suite 720, Greenbelt, MD 20770 and is effective May 1, 2014.

WHEREAS, the City wishes to provide for the collection of trash, bulk trash, and recyclables from single family dwellings in the City, and from City Hall, and for additional services; and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the Project Manager. The work to be performed by the Contractor shall be to provide twice weekly residential trash collection for all of approximately 1725 single family dwellings and town houses (including Glenarden Housing Authority dwellings) within the corporate boundaries of the City of Glenarden, and once per week collection of recycling, yard waste and bulk trash; twice weekly trash removal from two dumpsters provided by the contractor and located at City Hall, once per week recyclable collection at City Hall, and a one-time delivery and removal of four dumpsters for use on Glenarden's annual "City-Wide Clean Up Day", as is more particularly set out in the Specifications.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. DATES OF WORK

The contract time is May 1, 2014 through April 30, 2015. At the City's option, the contract may be extended for up to three (3) additional one year terms, on the same terms and conditions as set out in the Contract Documents. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the Contract Documents. Time is of the essence to this Contract.

III. CONTRACT PRICE

All contract prices assume proper disposal by Contractor is included in price. For the first three years of performance under the contract, the City agrees to pay to the

Contractor the sum of \$16.49 per unit per month for an approximate number of 1725 households (\$341,343.00 per annum) for all trash collection, bulk trash and recycling services except as otherwise set out herein. The additional special collection charge is \$3.75 per unit per month. The price for collection and disposal of the two dumpsters twice weekly and for recycling at City Hall is \$5400.00 per annum. For placement, collection, removal and disposal of four dumpsters to be provided by Contractor in the Spring season as directed by the City for Citywide cleanup the contract price is \$660.00. The total per annum price for each of the three option years in the contract term is to be increased by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, Washington, D.C.-MD-VA (CPI-U).

A total monthly payment of \$28.445.25 for residential unit trash and recycling collection and disposal (assuming 1725 units), plus the twice weekly collection at the two City Hall dumpsters, shall be made to the Contractor. This monthly amount and the entire contract price are subject to adjustment based on the actual number of units served. The per unit price payable under the contract cannot be changed based on an increase or decrease in units served. Special collections will be invoiced on a per month basis and paid once approved by the City Manager. Prior to the first billing under this contract, the Contractor and City will verify through personal inspection the actual number of residential units to be served. This number shall be re-verified at least twice per year, and periodically as requested by the City.

IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the contract and they are fully a part of the contract as if attached hereto:

- Request for Bid Proposals
- Bid or Proposal Forms and Affidavits
- General Provisions
- Specifications
- Addenda
- Permits
- Performance Bond
- Labor and Materials Bond
- Other Documents Contained within the Bid Specifications
- Certifications and Affirmations Required by the City

The bid documents and construction schedule submitted by the Contractor are incorporated herein and made a part of the contract documents by reference. Any conflict between the bid documents and this contract shall be resolved in favor of the contract provisions.

V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

The Contractor shall provide proof of compliance with State law as to workmen's compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury- \$1,000,000.00 for each occurrence/aggregate; property damage- \$500,000.00 for each occurrence/aggregate) and automobile fleet insurance (\$1,000,000.00 for each occurrence/ aggregate; property damage- \$500,000.00 for each occurrence/aggregate.) The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the successful bidder, its agents and employees, or to other causes. The Contractor shall name the City as an additional insured on said policies of insurance, and shall provide Certificates of Insurance before starting work on the Project.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the United States Government, State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the items will be free from defects, and that the items are fit for the purpose for which intended. Further, the Contractor shall, in a manner acceptable to the City, return to original condition any property disturbed or damaged during the work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or

misleading information is grounds for the City to reject the bid and to terminate this contract.

XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project or other City representative.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance Bond within ten business (10) days after the date of the award of the Contract. The Performance Bond shall be in the amount of \$4,000.00 or 10% of the Contract Price, whichever is less.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any public or private property displaced or damaged as a result of work performed under this contract to the satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

XVI. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

City Manager
City of Glenarden
8600 Glenarden Parkway
Glenarden, MD 20706

Willie K. Goode
Goode Trash Removal, Inc.
6305 Ivy Ln, Greenbelt, MD 20770

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIX. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City's Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XXI. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages hereunder.

XXII. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. ENTIRE AGREEMENT

This contract, including exhibits attached hereto, constitutes the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, we have here unto set our hands and seal this
15th day of May, 2014.

WITNESS:

M. Toni Taylor
M. Toni Taylor, Council Clerk

CITY OF GLENARDEN

By: Dennis C. Smith
Dennis C. Smith, Mayor

WITNESS:

Chafan

GOODE TRASH REMOVAL, INC.

By: Willie K. Goode
Willie K. Goode

Title: President

Approved as to form and legal sufficiency*

Suellen M. Ferguson

Suellen M. Ferguson
Attorney for the City Council of Glenarden

* Attach all forms listed as
Contract documents