RESOLUTION NO.: 2017-90
INTRODUCED BY: Mayor Annette M. Blackwell
MOTION FOR ADOPTION BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THREE Z TRUCKING & SUPPLY CO., INC. FOR LEAF COLLECTION AND DISPOSAL FOR THE YEARS 2017, 2018 AND 2019 AND DECLARING AN EMERGENCY

WHEREAS, the Mayor in a committed effort to ensure the quality of life for the residents of Maple Heights and to be responsible for best practice management of the City’s sewerage systems is instituting a leaf collection program for the residents of the City; and

WHEREAS, pursuant to Section 1042.05 of the City’s Codified Ordinances residents pay a fee of nine dollars ($9.00) per MCF for improvement, repair, and maintenance of the City’s sewerage system, which fee is deposited in the Water Usage Fund No. 219; and

WHEREAS, the City Engineer pursuant to Section 1042.05 has advised the Finance and Law Directors that leaves that collect in the City’s sewerage system cause damage to the sewers and that therefore it is appropriate for the City to use the revenues from the Water Usage Fund No. 219 for the yearly collection and disposal of leaves throughout the City; and

WHEREAS, the City advertised on August 9 and August 16, 2017 for bids for the collection and disposal of leaves on all streets within the City for years 2017, 2018 and 2019, and option years 2020 and 2021, which bids were to be received by and opened on September 1, 2017; and

WHEREAS, Three Z Trucking & Supply Co. Inc. submitted a bid which was the lowest and best bid to provide the City with leaf collection and disposal for the years 2017, 2018, 2019 and an option for years 2020 and 2021; and

WHEREAS, the Mayor, Engineer and Finance Director recommend that the City enter into a three (3) year contract, with a two (2) year option, with Three Z Trucking & Supply Co. Inc., which contract is attached hereto as Exhibit A and incorporated as if fully rewritten herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, that:

Section 1. The Mayor is authorized to enter into a contract with Three Z Trucking & Supply Co. Inc. for the collection and disposal of leaves on the streets within the City for years 2017, 2018, 2019 and an option for years 2020 and 2021 as is set forth in the attached contract and bid detail, which are attached here as Exhibit A and incorporated as if fully rewritten herein.

Section 2. The Finance Director is authorized to pay the costs of the contract from the Water Usage Fund No. 219.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting on the date indicated.
below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution constitutes an emergency measure necessary for the public peace, safety and general welfare of the City and for the further reason that maintenance of the City’s sewers is necessary for the daily operations of the City, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: __________________, 2017

Richard Trojanski, Council President

Approved as to legal form:

Annette M. Blackwell, Mayor

__________________________
Frank Consolo, Director of Law

ATTEST:

Leonette F. Cicirella, Clerk of Council

__________________________
Leonette F. Cicirella, Clerk of Council

I, Leonette F. Cicirella, Clerk of Council of the City of Maple Heights, County of Cuyahoga, State of Ohio, do hereby certify the above to be a true and exact copy of the original as contained in the records of my office and that the same has been and will remain duly posted as required by law.
LEAF COLLECTION AND DISPOSAL CONTRACT

This Leaf Collection and Disposal Contract made and entered into on ______________, 2017 by and between the City of Maple Heights, and herein after designated as "CITY" and __________________________, hereinafter designated as "CONTRACTOR." The duration of this three year contract is for the Years 2017, 2018 and 2019, with optional years for 2020 and 2021.

WITNESSETH:

That CONTRACTOR, for and in consideration of the sum of $153,957.00 for the First Contract Year (2017), $155,958.00 for the Second Contract Year (2018) and $157,959.00 for the Third Contract Year (2019), to be paid as hereinafter specified, hereby agrees to furnish unto CITY all the labor and materials required for this LEAF COLLECTION AND DISPOSAL CONTRACT in accordance with, and per, the bid instructions and specifications which are attached hereto and incorporated herein and declared to be a part of this Contract. The total three (3) year sum is $467,874.00.

The CONTRACTOR also hereby agrees to extend the contract at the sole discretion of the CITY, for and in consideration of, the sum of $159,960.00 for the Optional Year 4 (2020), and the sum of $161,961.00 for the Optional Year 5 (2021) upon thirty (30) days’ written notice prior to October 1 of Contract Year 3 and Optional Year 4.

CONTRACTOR agrees to furnish said materials and to do the said work promptly, in a workmanlike manner, without hindrance or delay, the whole to be completed to the satisfaction of the CITY, on or about the 15th day of December of each Contract/Optional Year. Any mechanic’s lien will be satisfied by the CONTRACTOR.

It is mutually agreed that no extra work or materials shall be charged for unless ordered in writing by the CITY. As required under Ohio Revised Code 5719.042, the CONTRACTOR affirms it owes no delinquent property taxes in any county prior to the time that this Contract is entered into.

IN WITNESS WHEREOF, the duly authorized representatives of the CITY and the CONTRACTOR, through their signatures below, hereby accept this Contract on this ___________ day of ____________________, 2017.

CITY OF MAPLE HEIGHTS

__________________________________________
Title

CONTRACTOR

__________________________________________
Title
BID PROPOSAL

The undersigned bidder certifies that it has examined, in their entirety, the Notice to Bidders, Instructions to Bidders, Specifications and Form of Contract that shall govern this bid and are made a part of this proposal and the ensuing contract for Leaf Collection And Disposal.

LOCATION: CITY OF MAPLE HEIGHTS
DATE/TIME OF LETTING: SEPTEMBER 1, 2017 12:00PM
PLACE OF LETTING: CITY HALL, 5353 LEE ROAD, MAPLE HEIGHTS

The undersigned propose to furnish any and all material, tools, labor, transportation, machinery, appliances, and appurtenances necessary; and to prosecute to full completion the work called for under this improvement, all upon the terms and under the conditions and provisions set forth in this Proposal, in the Instructions to Bidders, Form of Contract and Bond, and in accordance with the Specifications for such proposal, and in consideration thereof, to accept from the City, as full payment for the completion of each item as specified, the respective unit price hereafter set forth.

It is understood that if awarded the Contract, the undersigned shall not be entitled to any claim for loss of profits. The bidder hereby agrees that the City has the right to reject any and all bids, and the bidder will not dispute the correctness of the methods used to determine the lowest and best bid.

SUBMITTED BY: Three Z Trucking & Supply Co. Inc
ADDRESS: 8700 Heintz Rd. N. V
CITY: VALLEY VIEW
STATE: OH ZIP 44125-4130
TELEPHONE 216-524-4544 EMAIL: Info@Three-Z.com

BID PRICE YEAR 1: $153,957.00
BID PRICE YEAR 2: $155,958.00
BID PRICE YEAR 3: $157,959.00
GRAND TOTAL: $467,874.00

Signature of Authorized Representative and Title

Date 8/30/17

Bids must be accompanied with a bid bond or certified check in the amount of 5% of the bid amount for the first year of service that if said bid is accepted a contract will be entered into and the performance of it properly secured. If the proposal is accepted, the bidder will within 10 days after written notice of award enter into a contract with the City.
LEAF COLLECTION WORK PLAN

The Leaf Collection would begin approximately mid-October and continue through approximately early-December. Beginning October 15 residents will be notified by the City to rake leaves to the curb for collection. The beginning date for collection crews is dependent on when leaves actually fall and will be determined by Three-Z. The City will be notified when the actual collection process begins. End date will be no later than December 15 unless delayed by weather. If there are periods of snow or extreme cold during the leaf collection the collection process may be delayed until the conditions allow for Three-Z to safely continue the collection. Any delays due to weather will not necessarily extend the final completion date. Extension to the final completion date will only be made due to weather including extreme cold or snow obscuring the leaf piles.

Because leaf collection varies from year to year, it is almost impossible to guess when and how fast the leaves will fall. Because of this, making a set schedule with specific dates greatly hinders the efficiency of the leaf collection process. Three-Z-INC. would begin the leaf collection on the East side of the City and work its way generally West collecting leaves from each street in the most efficient manner. When we complete with the first round, we will return to the East side of the City and start the process over again. We will have no less than three passes of each street. Our goal is to collect the leaves as quickly as possible and many streets may receive additional passes at our discretion. There would be no specific dates for each pass. This will allow us to continue the collection as long as there are piles of leaves available as opposed to having to stop and adhere to arbitrary dates of a schedule. The City will be responsible for informing the residents to get their leaves out to the curb as soon as possible. Three-Z will provide a phone number for residents to contact with any questions about the leaf collection program. There will be no set schedule and we cannot predict the date we will be on a specific street. Collection will primarily take place Monday through Friday, with Saturday to be used at our discretion. We will work in all weather conditions except extreme cold or if we cannot differentiate the snow piles from the leaf piles. We will continue the leaf collection until at least three passes have been completed. At the beginning of the final pass we will provide the City our anticipated project completion date. There will be a minimum of 7 calendar day notice of the anticipated project completion date. The City will be responsible for communicating this to the residents. At the completion of the final pass Three-Z will inform the City that the leaf collection process is done. The City will have 48-hours (not including Saturdays or Sundays) to perform an inspection and provide a list of any remaining leaf piles to Three-Z. Three-Z will pick up the piles on the City list thus completing all curbside leaf collection operations for that year. After that time any additional collection requested by the City will not be part of this contract and will be billed at a daily rate of $1050.00 per crew. Three-Z will not be responsible for any leaf piles not included on the City’s list. If the City does not provide a list of piles within 48 hours that constitutes agreement by all parties that the program is complete for the year. Any residents with leaves in their yards after the completion date will be responsible for their own leaf disposal arrangements. Three-Z will not be responsible for collecting any piles containing sticks, branches, ornamental grasses, grass clippings or trash. Three-Z will not be responsible for collecting any leaves in bags.

Residents would be responsible for raking leaves onto the tree lawns, as close to the curb as possible but keeping them out of the street. For residents with drainage ditches, the leaves should be placed in one pile no bigger than 10 feet of the drainage ditch, not a windrow deposited the full length of the ditch. Vehicles should also not be blocking the collection piles. Leaves for pick-up should not be bagged and must be free of grass clippings, branches, and other foreign
debris. If the residents are concerned with the length of time their leaves may be on their tree lawn, they should be informed that they can bag the leaves for pickup during the regular rubbish collection. If the leaf collection has progressed within terms of these bid specifications Three-Z is not responsible for incidental turf damage, dead or dormant grass resulting from piled leaves or the collection process.

The City is responsible for providing a staging site within the City for crews to dump the collected leaves during the collection process. The site must be of sufficient size to store 4,500 cubic yards of leaves and be accessible by tractor-trailers. Surface must be smooth and solid. Driveway(s) must have minimum clearance of 15 feet wide and 13.5 feet high. Three-Z is not responsible for maintaining dump site surface or access. Three-Z will provide equipment and labor necessary to consolidate, load and haul the leaf pile at the staging site. Hauling and disposal of the leaves from the staging site will be completed by September 1 of the following year.

**Three-Z-Inc. proposes to have a minimum of five (5) vacuum crews available during leaf collection.** Each crew will consist of 1 or 2 single axle dump trucks capable of pulling the leaf loading units and equipped with a minimum 18 cubic yard capacity box. Each truck will have a driver experienced in proper operation of the truck and leaf loading unit. One Vacuum leaf loader will be provided with each crew, capable of blowing leaves into the above described trucks. Up to two laborers/operators will operate the leaf loaders and manually rake the leaves as necessary to facilitate a neat and efficient operation. With the flexibility of no fixed schedule, we can operate more efficiently and safely. We can collect leaves on streets with drainage ditches during dry weather. **During the heaviest collection, more crews may also be implemented.**

Three-Z Inc. will have one Foreman/ Mechanic on duty with a mobile repair truck in constant contact with the collection crews and the office. In addition, Three-Z has at least 2 full time mechanics at our 10000 sq. ft. repair facility running two shifts during the leaf collection process. During the cold weather, the trucks and vacuums will be stored inside to melt the ice and snow that forms. Spare parts such as suction tubes, electric motors, and impellers are kept on hand to keep downtime to a minimum.

If the leaf collection process is delayed due to weather for a period of more than 14 calendar days the City will be invoiced 75% of the contract total or percent of contract completed at the time of the delay, whichever is less. Percent completed will be calculated using yards collected to that point and an average of 4,500 total cubic yards to be collected. Payment will be due within 30 days of invoice date.

Bid is submitted at a fixed annual rate with no provisions for increases except if the OPIS fuel average cost for the Cleveland market exceeds $4.50 per gallon for Highway (low-sulphur) diesel or $4.00 per gallon for off-road (high-sulphur) diesel. In the event the OPIS average exceeds these amounts, the amount in excess of the prices listed above will be multiplied by the gallons used in the collection process. The result will be added to the yearly invoice as an additional charge. Contractor will provide documentation of gallons used.
LIST OF EQUIPMENT PRESENTLY OWNED TO EXECUTE COLLECTION PART
OF CONTRACT

1. (10) Tow-Behind Diesel 16" Vacuum Machines

2. (6) 20 Cubic Yard Self Contained Leaf Vac with 16" Suction Tubes.

3. (12) Dump Trucks with 10 Ft. Beds

4. (1) Ford Super duty with 10 Ft. Beds

5. (14) 18 Cubic Yard Box Containers, one to be attached to each of the above trucks.

6. (2) service trucks equipped with air compressor and welder.
Bidder’s Qualifications

Three Z is an Ohio Corporation with locations in Valley View and Eaton Township, Ohio. We have been in businesses since 1976. Our primary business is the manufacturing and processing of Mulches, Composts, and Soil which are then sold to Commercial and Retail customers throughout Northeast Ohio. Our gross sales for 2014 was over $3.5 Million and we employ 10 to 45 full time employees depending on the season. We began leaf collection in 1989 as a means of securing an in feed source of raw material. Many of our employees have been working for us for over 10 years and our foreman and operators have even more years of experience collecting leaves. We are most experienced collecting leaves in North Olmsted since we performed this service since 1989.

Bidder’s References

1989 to 2016 Leaf Collection and Recycling for the City of North Olmsted. 440-777-8000. Provided all equipment and labor for contract for the past 28 years.

1985 to 2000 Leaf Collection and 2002 to 2014 compposting and management of composting site for the City of Independence. Dave Snyderburn, Service Director – 216-524-9191


1999 to 2000, 2014 Leaf Collection for the City of Macedonia Jim Crevar, Service Director- 330-468-8323

2014 Leaf Collection for the City of Seven Hills, Jack Moga Service Director. 216-524-4421

2015-2016 Leaf Collection for the Olmsted Township, Edward Salk Director of Services. 216-244-1836
LEAF CLEAN PROGRAM MAPLE HEIGHTS, OHIO
INSTRUCTIONS TO BIDDERS, SPECIFICATIONS AND FORM OF CONTRACT

SCOPE OF WORK – LEAF PICK-UP

1.0 The Contractor shall clean all physically raked leave piles from the City, from on the roadway edge to 10 feet from the road edge including ditches within. (All the above areas are hereinafter called "Streets").

Streets to be cleaned are listed in the Designated Streets Listing section of these specifications as follows on pages.

1.1 The cleaning operation does not include the removal of waste materials in catch basins or storm sewers.

1.2 The Contractor shall begin approximately the middle of October 2017 in consultation with the City Director of Service based on local leaf fall conditions.

1.3 All streets to be picked up three times during period of mid-October through December 15 per schedule agreed upon by the Contractor and the City.

1.4 Contractor will notify City when completed with the last collection. City shall have 24 hours to provide contractor with a list of any remaining leaf piles. Collection of these final piles will constitute satisfactory completion of the current year contract.

METHOD OF OPERATIONS

2.0 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

a. The Contractor shall provide its own equipment, labor, fuel and other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.

b. The Contractor is required to have a competent and experienced supervisor/foreman with each work group at all times.

c. The Contractor shall perform all handwork required to effectuate an effective cleaning operation.

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d. All equipment and personnel will move in the same direction as traffic at all times during all cleaning operations.

e. If leaf collection progresses on schedule, within the parameters outlined in these bid specifications, or if the leaf collection is suspended due to weather related snow, the contractor shall not be liable for dormant or dead grass on tree lawns resulting from piled leaves.

2.1 All cleaning operations shall be performed between the daytime hours of 0700 and 1900, Monday through Friday and 0700 and 1700 on Saturday.

a. Work on Saturday from 0700 Saturday to 1700 is permitted. Sunday work is expressly prohibited without prior written consent from the Service Director.

b. No daytime work shall be permitted on Thanksgiving Day.

c. The Contractor shall notify the City through fax or e-mail at the conclusion of each pick-up day, regarding the streets that had leaf collection on that particular day.

WEATHER

2.2 For the purpose of this Contract, the National Weather Service at Cleveland Hopkins Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.

a. The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in a safe and effective manner. If such suspension occurs, the Contractor shall immediately notify the Director.

b. In the event that the cleaning operations are suspended because of snow, the final collection passes will resume as soon as the leaves are visible and not frozen. In such event, Contractor will not be in breach of contract of the December 15 deadline.

EQUIPMENT AND FACILITY

3.0 The equipment used for collection shall be of sufficient type, capacity and quality to safely and efficiently perform the collection/cleaning work as specified.

3.1 Minimum equipment for the Contract shall be two (2) leaf collection units. A leaf collection unit will consist of a one (1) truck with container and one (1) leaf collection machine or one (1) truck pulling a self-contained leaf collection machine.
3.2 Specifications for such equipment are as follows:

a. Truck- Minimum two (2). Must be equipped with a container that meets these specifications.

b. Container- Minimum two (2) capable of being filled with leaves while transported by a truck and having a capacity of at least eighteen (18) cubic yards.

c. Leaf Collection Machine -Minimum two (2). Leaf collection machines used in the collection process may be either brush or vacuum style, but must be able to load directly into the containers described in these specifications.

d. In any case, Contractor must provide sufficient equipment to effectively clean each street zone within the set time parameters of the cleaning schedule.

3.3 All equipment (including support equipment) to be used by the Contractor shall be listed as a part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the Director. Such approval may require on-site demonstration of the capacity of any proposed equipment.

3.4 All vehicles used by the Contractor must be performance worthy by visual and operational inspection. The Director shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the Director, not meet standards that these specifications deem necessary to complete the Contract or to operate safely, the Director may require such vehicle to be brought to standard vehicle before being placed in service.

3.5 City will supply a hard surface storage site within the City limits. City shall provide a loader and operator to pile the leaves during the collection process, Contractor will load and remove piled leaves by August the following calendar year.

PAYMENT

4.0 Payment for leaf cleaning shall be made by completion of the annual cleaning cycle. Payment shall be made no later than thirty (30) days after satisfactory cleaning cycle is completed.

4.1 Request for payment must be in triplicate, forwarded to the Director for approval, and include a cover invoice showing cycle complete and extension in dollars at the quoted cost.
4.2 If leaf collection is suspended because of snow for more than 10 days, payment for that percentage of leaf collection that is completed by December 15 shall be due within thirty (30) days of December 15.

PROCEDURE FOR BIDDING

5.0 Bids will be accepted for a three (3) year contract. The City will accept a fixed bid for the life of the contract. Both the Contractor and the Director will have the option of extending the contract one (1) year at the same cost. Bids will be submitted at a fixed annual rate with no provisions for annual increases except if OPIS fuel average cost for the Cleveland market does not exceed $4.50 per gallon for on road fuel and $4.00 per gallon for off road fuel. Should the OPIS average exceed above amounts, that amount would be multiplied by the gallons used in the trucks and vacctors. Documentation from the CONTRACTOR would be provided. That additional charge would be added to the yearly invoice.

QUALIFICATIONS

6.0 Contractor must have a minimum of five years’ experience in a whole City municipal leaf collection program. References and Affidavit are required when Bid is submitted.

BID BOND

7.0 Each bid must be accompanied by a Bid Bond or certified check on a solvent bank in the amount of 5% of the proposed bid price for the first year of services, or a 100% Bid Bond for the proposed bid price for the first year of services, the same being payable to the City of Maple Heights as a guarantee that, if the bid is accepted, a Contract will be entered into.