

RESOLUTION 1883

APPROVING EITHER CONTRACT (A) WITH JOHNSON COUNTY REFUSE INC., OR CONTRACT (B) WITH ALLIED WASTE SERVICES, LLC "DOING BUSINESS AS" REPUBLIC SERVICES, FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES.

WHEREAS, managing municipal solid waste is important to a sustainable environment for future generations to enjoy a cleaner, safer and healthier world; and

WHEREAS, the City of West Branch takes this task as important and a critical part of establishing a high quality of life in this community; and

WHEREAS, a selection task group evaluated several proposals from vendors who responded to an Request for Proposal placed by the City of West Branch for those interested in providing residential solid waste and recycling collection services; and

WHEREAS, these proposals were evaluated based on proposal flexibility, value to the customer, value to the city, and lowest price. Upon this review the proposals were scored, ranked, and based these outcomes vendors identified as most desirable to least desirable to negotiate a contract for services; and

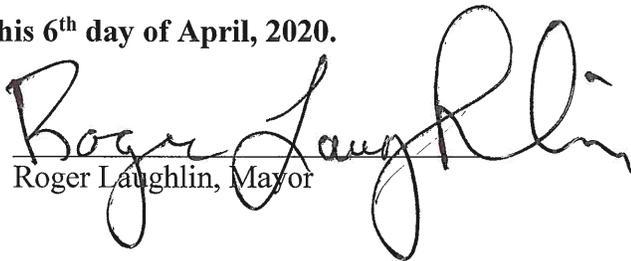
WHEREAS, the City Council deliberated over these rankings and found consensus on the top two vendors; and

WHEREAS, this resolution chooses between authorizing a contract with either Johnson County Refuse (noted as contract A), or Republic Services (noted as contract B) for Residential Solid Waste and Recycling Collection Services over a 5 period; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, that the City Administrator is authorized to award a five year contract to Johnson County Refuse, for Residential Solid Waste and Recycling Collection Services.

* * * * *

Passed and approved this 6th day of April, 2020.


Roger Laughlin, Mayor

ATTEST:


Redmond Jones II, City Administrator / City Clerk

**AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**

THIS AGREEMENT is made by and between the City of West Branch, Iowa, a municipal corporation, hereinafter referred to as "City," and Johnson County Refuse, hereinafter referred to as "Hauler." In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

- a. "Aluminum cans" shall mean disposable aluminum beverage containers.
- b. "Ashes" shall mean the residue from the burning of wood and other non-hazardous combustible material.
- c. "Brush" shall mean woody stems and branches greater than ½-inch diameter, evergreen trimmings and thorny brush.
- d. "Bulky waste" shall mean large household appliances including but not limited to stoves, refrigerators, television sets, washing machines, dryers and other items of similar size, and fixtures and materials too large to fit into a bag or rigid container. Expressly excluded from this definition are tires, hazardous substances, dead animals or batteries.
- e. "City" shall mean the City of West Branch, Iowa.
- f. "Collection bag" shall mean a plastic, watertight bag, securely tied or sealed and not exceeding 35 gallons in size and 40 pounds in weight when full.
- g. "Construction and demolition waste" shall include but not be limited to lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition or remodeling process.
- h. "Container" shall mean a closed and waterproof plastic container, varying in size and provided by the Hauler.
- i. "Curbside" shall mean the area adjacent to the curb or travelled portion of the roadway.
- j. "Dwelling unit" shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking and eating.
- k. "Extra refuse" shall mean trash that exceeds the amount of capacity in the container.

l. "Glass containers" shall mean glass bottles and jars made from clear, green or brown glass. Expressly excluded from this definition is window glass and other non-container glass or glass products, porcelain and ceramic products.

m. "Hauler" shall mean Johnson County Refuse.

n. "Household" shall be composed of persons that reside together in a dwelling unit.

o. "Newspaper" shall mean non-glossy paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions containing advertisements and other matters of public interest. Soiled newspapers are excluded as a recyclable.

p. "Non-collectible waste" shall mean paint in liquid form, poisons, acids, caustics, explosives and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

q. "Paper bag" shall mean a paper container that is capable of being shredded and will decompose in a compost pile.

r. "Residential solid waste" shall mean refuse, recyclables, and bulky waste.

s. "Refuse" shall mean solid waste such as food waste, trash, rags, ashes, ceramics, non-recyclable glass, paper (except unsoiled newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within dwelling units. Recyclables shall be treated as refuse if not properly disposed of as set forth herein. Refuse does not mean household generated hazardous substances.

t. "Recyclables" shall mean designated consumer wastes that are collected and marketed for resource recovery, including newspaper, cardboard, tin and steel cans, aluminum beverage containers, glass containers, and plastic containers.

u. "Removal" shall mean collection and disposal.

v. "Tags" shall mean the tag (commonly referred to as a "sticker") designated by the City of West Branch which is placed on extra refuse and bulky waste to indicate that the disposal fee has been paid.

w. "Tin and steel can" shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.

SECTION 2. SCOPE OF WORK.

a. The Hauler agrees to collect and dispose of refuse and recyclables from each single-family dwelling, two-unit family dwelling and row condominium unit in the City once each week. The City, in consultation with the Hauler, agrees to update the number of dwelling units covered by this Agreement every 30 days. The monthly cost per dwelling unit for collecting and disposing of residential solid waste shall be as set forth in the "Schedule of Fees" attached as Appendix A and made a part of this Agreement by this reference.

b. The Hauler agrees to collect and dispose of all refuse for each of the dwelling units listed above once each week as requested by the owner or occupant. Options for refuse pickup include:

- A 35-gallon container picked up weekly
- A 65-gallon container picked up weekly

All refuse, with the exception of extra refuse, must be placed at the curbside in the container provided by the Hauler. Extra refuse shall be secured in a collection bag, affixed with a tag and placed on the top of the refuse container.

c. The Hauler agrees to collect and dispose of all recyclables for each of the dwelling units listed above once each week. Options for recycling pickup include:

- A 65-gallon container picked up weekly
- A 95-gallon container picked up weekly

d. The Hauler agrees to collect and dispose of all bulky waste. Bulky waste shall be collected by a separate agreement between the Hauler and the owner or occupant of the dwelling unit requesting the disposal of such bulky waste. Billing and payment shall be by separate arrangement between the Hauler and the owner or occupant of the dwelling unit.

e. The Hauler agrees to a Spring and Fall City Wide cleanup at a designated site provided on a Saturday to be determined by the two parties. The Hauler will charge \$500.00 for each City-Wide cleanup. City will pay for all tipping fees involved in Spring and Fall cleanups.

f. The Schedule of Fees attached hereto (Appendix A) is based on the Cedar County Transfer Station tipping fee schedule currently in effect. The Schedule of Fees is subject to a rate adjustment, increase or decrease, in the event the Cedar County Transfer Station fees increase or decrease by greater than 5 percent in any one year under this Agreement. Such adjustment shall not be unreasonably denied by the parties, and the agreed rate adjustment shall correspond to the percentage of any increase or decrease in the landfill fees at beginning of fiscal year. An increase in the Schedule of Fees will only be allowed if the Cedar County Transfer Station tipping fee increases by greater than 5 percent

above the fees currently in effect or approved and the Hauler is using the Cedar County Transfer Station to dispose of the waste and refuse collected in City of West Branch.

SECTION 3. INSUFFICIENT SERVICE PENALTY.

The City reserves the right to impose an insufficient service penalty whenever the Hauler does not begin and complete the above-referenced service during the time period of 7:00 a.m. to 4:00 p.m. on the designated days of collection and the insufficient service is the result of action, inaction, lack of equipment, equipment failure or other circumstances under the control of the Hauler. The penalty imposed may be up to 5 percent of the monthly charge for collection and disposal of refuse and recyclables on all accounts and may include termination of this Agreement for repeat or continuing violations. The City Administrator shall notify the Hauler, in writing, within 10 days of the date of the insufficient service if this penalty provision is to be assessed by the City. The Hauler may appeal the assessment of the penalty to the City Council within 10 days of the date of the written notice. The City Council's decision regarding the imposition of the penalty shall be final.

SECTION 4. TERM OF CONTRACT.

This Agreement shall be in force from July 1, 2020, until June 30, 2025, unless terminated as provided herein. The parties shall advise each other by March 1, 2025, if the parties wish to negotiate a contract extension or terminate the contract on June 30, 2025.

SECTION 5. COLLECTION SERVICE REQUIREMENTS.

a. The collection of residential solid waste shall be confined to Monday, Tuesday, Wednesday, Thursday and Friday and such collection shall occur between the hours of 7:00 a.m. and 4:00 p.m. on any collection day. Saturday collection shall be allowed in any week in which New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day are observed on the aforementioned weekdays. The Hauler shall propose the exact hours, within the above hourly limit and days, during the week for residential solid waste collection and disposal.

b. Routes of collection will be determined by the Hauler and subject to City approval. Collections will be made on the same days of each week and the Hauler shall travel said route in the same direction and manner each collection day.

c. If the collection day falls on the observance of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day, the Hauler may elect to collect the residential solid waste on the day before or after the holiday. If the Hauler elects to collect the residential solid waste on the day before or after the holiday, the City shall post and publish as hereinafter provided the Hauler's holiday collection schedule, provided it is approved by the City.

d. The Hauler shall provide sufficient personnel and equipment to complete the collection of all refuse, recyclable and yard waste in any established collection district within the City on the approved schedule.

e. The Hauler agrees to perform all work described above without any further compensation, except as provided in this Agreement, from any individuals living within the three property classifications listed in Section 2, except as herein provided for collection and disposal of bulky waste.

f. All residential solid waste materials collected by the Hauler shall become the property of the Hauler at the time of collection.

g. The Hauler shall remove from the City all residential solid waste collected each day and shall dispose of the same outside of the City at a licensed landfill or other approved disposal or recycling center. The City shall retain the right to approve or otherwise determine the disposal locations and recycling centers, which approval shall not be unreasonably withheld.

h. The Hauler shall not be required to remove waste building materials and other waste materials from the construction, alteration, repair, moving or demolition of a building or from the promotion or development of property by a real estate or commercial agent or from commercial, industrial or manufacturing establishments.

SECTION 6. VEHICLES.

a. All trucks, trailers and other equipment used to collect, haul or transport residential solid waste shall at all times be kept clean, in good repair and well painted.

b. Each collection vehicle shall be constructed and used in such a manner so that solid residential waste will not blow, fall or leak out of the vehicle. The Hauler shall use mechanical packer trucks or equipment that, in the reasonable estimation of the City, will perform equal to a packer type truck.

c. The name of the Hauler and its phone number shall be painted or printed in legible letters on both sides of all vehicles, equipment and conveyances used in the City in performance of this Agreement.

d. Upon notification in writing by the City Administrator that any designated truck, trailer or other equipment or vehicle is not in reasonable compliance with this Agreement, such truck, trailer, or other vehicle or equipment shall be forthwith removed from service by the Hauler and not returned to service in the City until it has been inspected for compliance and approved by the City Administrator which approval shall not be unreasonably withheld.

e. The Hauler shall submit an Equipment List prior to July 1, 2020.

SECTION 7. CONTAINERS.

a. Upon approval of this agreement the Hauler shall provide each existing dwelling unit with one container for recycling and one container for refuse at no cost to the owner/occupant. For each dwelling unit built within the City after the beginning of this Agreement, the Hauler shall provide one container for recycling and one container for refuse at no cost to the owner/occupant. Each container will have a hinged lid with the recycling container being identified with a yellow lid. Container sizes for each dwelling unit will be determined by the owner/occupant based on the options included in Section 2 of this agreement.

b. Recyclables may be commingled in recyclable containers.

c. The containers remain the property of the Hauler. If the owner/occupant of the dwelling unit loses or destroys the container by misuse, a charge for replacement may apply. If a container deteriorates by reason of time, normal use, weather, or a container is damaged by reason of an act of God or other act beyond the owner's/occupant's control, said owner/occupant shall obtain a replacement container from the Hauler at no cost.

d. The owner/occupant can change the size of the containers 1 time within the first 60 days of program implementation at no charge. After the initial grace period, an increase in the size of the refuse container or decrease in the size of the recyclable container will result in a charge to the owner/occupant in the amount of \$30.

SECTION 8. OFFICE FOR INQUIRIES AND COMPLAINTS.

a. The Hauler shall maintain an office within Johnson County and shall maintain a local telephone number therein listed in the local telephone directory in the name of the Hauler as it appears in this Agreement. The Hauler shall at all times during the hours between 8:00 a.m. and 4:30 p.m. on each day that residential solid waste is collected have an employee at said office authorized to answer inquiries and receive complaints.

b. If a dwelling unit is missed, not by the fault of the dwelling unit owner or tenant, the Hauler shall collect that dwelling unit no later than 24 hours following the date and time of notification, provided that day is not a Saturday, Sunday or a holiday. If the following day is a Saturday, Sunday or a holiday, the Hauler shall collect the missed dwelling unit on the next following workday.

SECTION 9. METHOD OF PAYMENT.

a. The City will act as billing and collection agent for the Hauler for the costs of collection and disposal of recyclables and refuse. All monthly refuse and recycling fees collected by the City shall be paid to the Hauler by the 4th Monday of each month for the preceding month of service.

b. In addition, the Hauler shall be responsible for the sale and collection of revenue for all tags defined herein. There shall be no markup of the rate per tag by any sales outlet that engages in the sale of said tags other than that approved by the City. Tags will be sold at outlet that agree to sell the tags. The Hauler shall be responsible for the printing of the tags, as currently in use by the Hauler. The cost of the tags shall be set forth in the Schedule of Fees (Appendix A) attached hereto.

c. Any disputes or alleged discrepancies in billing or collection shall be mutually resolved by the Hauler and the City Administrator.

SECTION 10. PERMITS AND LICENSES.

The Hauler shall obtain and maintain all permits and licenses required by the City, County and State necessary to provide the above-described collection, hauling and disposal services. If the necessary permits and licenses are not obtained or maintained by the Hauler, the City may terminate this Agreement. Copies of all above referenced permits and licenses will be provided to the City.

SECTION 11. INSURANCE.

a. The Hauler shall assume responsibility and shall defend, hold harmless and indemnify the City for any and all damage to property or injuries to persons, including accidental death, which is caused directly or indirectly by the Hauler's performance under this Agreement whether such performance is by the Hauler, its agents, employees or assigns or anyone directly or indirectly employed by the Hauler.

b. The insurance to be maintained by the Hauler shall be written as follows:

i. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below:

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit

This insurance must include the following features:

- A. Endorsed to waive all rights of subrogation against the City.
- B. Endorsed to provide 30 days' notice prior to cancellation.

ii. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products- Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$100,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Include the City as an additional insured for products and completed operations for 3 years (construction projects).
- C. Endorsed to provide 30 days' notice prior to cancellation.
- D. Endorsed to waive all rights of subrogation against the City.
- E. Advertising Injury.
- F. Operations by independent contractors.
- G. Contractual Liability coverage.

- iii. **Automobile Liability Insurance** coverage with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident.

This insurance must include the following features:

- A. Include the City as an additional insured on a primary and noncontributory basis.
- B. Endorsed to waive all rights of subrogation against the City.
- C. Insurance must include Contractual Liability.
- D. Include coverage for all owned, non-owned, hired and leased vehicles (or any vehicle used in connection with the operations covered under this Agreement).
- E. Endorsed to provide 30 days' notice prior to cancellation.

- iv. **Umbrella/Excess Liability Insurance** limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate are required.

This insurance must include the following features:

- A. Include the City as an additional insured.
- B. Endorsed to provide 30 days' notice prior to cancellation.

c. The Hauler shall name the City as an additional insured on said insurance and shall furnish evidence of the same to the City Administrator. The insurance policy shall

include a 30-day notice to the City in the event of cancellation or change in the terms of the policy.

d. The Hauler shall maintain and file with the City certificates of insurance showing insurance amounts in compliance.

SECTION 12. PERSONAL LIABILITY.

a. No member of the City Council or other city official, employee or agent of the City shall be personally responsible for any liability arising under this Agreement.

b. Nothing in the document or any contract entered into with the City shall be deemed to make an employee or officer of the Hauler an employee of the City.

SECTION 13. WORKERS COMPENSATION INSURANCE.

a. The Hauler shall at all times be fully insured, at its own expense, with Workers Compensation Insurance as mandated by the laws of the State of Iowa. The Hauler shall hold the City harmless from any and all liability for any cause that may arise by reason of injuries to any employee or agent of the Hauler who may be injured while performing work or labor under the provisions of this Agreement, except when said injury is caused by the negligent act or conduct by the City.

b. No work shall be performed by the Hauler during any period that it is not covered by Workers Compensation Insurance or any other insurance as required by this Agreement. In such an event, the applicable provisions hereof shall apply the same as when the Hauler fails to collect and dispose of garbage. The Hauler shall file a certificate with the City showing said insurance to be in full force and effect for the entire term of the contract.

SECTION 14. TERMINATION.

a. The breach of any of the terms and conditions of this Agreement by either party shall be grounds for the cancellation and termination of this Agreement. The City, upon such termination, shall have the right to contract with other parties to perform the obligations as provided herein and in such event, the Hauler agrees that the City shall hold the Hauler and its surety liable for any costs for performing such work in excess of the cost to the City if the Hauler had continued to perform in the manner anticipated at the time this contract was awarded.

b. Failure to comply with the terms of this Agreement relative to the collection and disposal of residential solid waste on the part of the Hauler by reason of weather, major disaster, epidemic, or other emergency within the City beyond the control of the Hauler as reasonably determined by the City Administrator shall not constitute a breach of this Agreement nor be grounds for termination of this Agreement.

c. This Agreement may be terminated if its terms are not complied with by either party after 60 days' written notice. The City may terminate this Agreement upon 60 days' written notice if, in the City's reasonable opinion, the Hauler is providing inadequate service to the residents of West Branch.

SECTION 15. NOTICES.

The parties may be notified or contacted at the following addresses and phone numbers:

City Administrator
City of West Branch
P.O. Box 218
West Branch, Iowa 52358
(319) 643-5888

Steve Smith
Johnson County Refuse
970 238th St. NE
P.O. Box 200
North Liberty, Iowa 52317

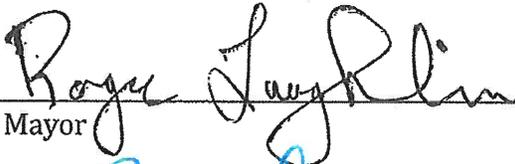
DATED this 15th day of April, 2020.

CITY OF WEST BRANCH, IOWA

JOHNSON COUNTY REFUSE

By: _____

Mayor



By: _____

Steve Smith



ATTEST: _____

City Clerk



By: _____

[name / office]

APPENDIX A

SCHEDULE OF FEES

Monthly Recycling Pickup	\$4.75
Monthly Refuse Weekly Pickup 35 gallon	\$12.75
Monthly Refuse Weekly Pickup 65 gallon	\$14.75
Spring Cleanup	\$500.00 plus all tipping fees
Fall Cleanup	\$500.00 plus all tipping fees
Appliances, furniture, bulky pickup etc.	Call Johnson County Refuse to make arrangements
Stickers for extra trash	\$3.00