



City of Muscatine



AGENDA ITEM SUMMARY

City Council

DATE:

2/24/2021

STAFF

Brian Stineman, Public Works Director

David Popp, Solid Waste Manager

SUBJECT

Residential Curbside Recycling Collection

EXECUTIVE SUMMARY

Staff requests the approval of a one year extension to the current agreement with Republic Services of Bettendorf Iowa for the collection and disposal of residential curbside recycling. This extension will also amend the contract language to include Republic Services providing a cardboard and single stream recycling drop off area at the City of Muscatine Transfer Station for Muscatine residents while keeping the monthly rate at \$3.86 per household.

STAFF RECOMMENDATION

Staff recommends the approval of the proposed one year residential curbside recycling collection contract extension and contract amendment with Republic Services of Bettendorf Iowa.

BACKGROUND/DISCUSSION

The City of Muscatine and Republic Services are currently in a five year residential curbside recycling contract that will end on March 31, 2021. City staff have negotiated a one year extension to the contract with Republic services that will keep the current rate, \$3.86 per unit and add the addition of a cardboard and single stream recycling drop off area at the Transfer Station for Muscatine residents and businesses that utilize the City trash collection service. Republic Services will provide the necessary containers for the recycling drop off area and haul and dispose of all collected materials. City staff will monitor the drop off area to ensure user compliance.

CITY FINANCIAL IMPACT

The amount, \$423,000.00 in the current FY21 budget for recycling services will remain the same and no increase in the FY22 budget will be needed for the recycling services.

ATTACHMENTS

Contract between the City of Muscatine and Republic Services and one year proposed contract extension and amendment.

**CONTRACT FOR THE CITY OF MUSCATINE
CURBSIDE RECYCLING COLLECTION**

This contract ("Contract") is made as of April 1, 2015 by and between the City of Muscatine, Iowa (CITY), and Allied Services, LLC d/b/a Republic Services of Bettendorf (CONTRACTOR).

In consideration for the mutual promises and covenants contained herein, the CITY and the CONTRACTOR agree as follows:

1. Definitions.

- (A) "Recyclables" are defined as set forth in Exhibit A.
- (B) "UNIT" is defined as individual residences and municipally owned properties within the City of Muscatine, Iowa and Fruitland, Iowa.
- (C) "Waste Material" means any non-hazardous solid waste and recyclables that may be collected and disposed of by CONTRACTOR under this Contract, but not including any Excluded Waste.
- (D) "Excluded Waste" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of CONTRACTOR, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- (E) "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Contract, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

2. Recyclables Collection.

- (A) CONTRACTOR shall provide for the collection of Recyclables at all Units at least once every other week pursuant to a schedule approved by CITY. CONTRACTOR shall be responsible for collection of Recyclables placed in CONTRACTOR- provided carts placed at the curb, alley, parkway, or roadway on the scheduled day of pick up prior to 5:00AM.
- (B) CONTRACTOR shall provide the following size carts:
 - (1) 35, 65, and 95-gallon cart options for non-apartment Units
 - (2) 35, 65, and 95-gallon carts for the municipally owned or operated Units identified in Exhibit B
 - (3) Carts or Dumpsters will be provide to the Muscatine Schools

3. Term of Agreement.

The term of this Contract shall be five (5) years beginning April 1, 2016 and concluding on March 31, 2021.

4. Units.

- (A) For the purposes of billing, the parties hereto agree that the number of Units for the contract year beginning April 1, 2016 is 9060. Beginning, April 1, 2016, the CITY will provide to the CONTRACTOR the total number of Units on a monthly basis thereafter.
- (B) In the event the City of Muscatine and/or the City of Fruitland annex additional property or enter into service agreements for Recyclable collection with other municipalities during the term of this Contract, CITY shall so advise CONTRACTOR of the additional Units from which CONTRACTOR must collect and for which CONTRACTOR will bill.

This contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after March 31, 2021.

5. **Payments.**

- (A) The CITY will pay CONTRACTOR a per unit fee within 30 days of receipt of a proper CONTRACTOR invoice and other required documentation as may be required by CITY as follows:

For the period April 1, 2016 through March 31, 2017, \$3.43 per unit per mo;
For the period April 1, 2017 through March 31, 2018, \$3.53 per unit per mo;
For the period April 1, 2018 through March 31, 2019, \$3.64 per unit per mo;
For the period April 1, 2019 through March 31, 2020, \$3.75 per unit per mo;
For the period April 1, 2020 through March 31, 2021, \$3.86 per unit per mo.

All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

- (B) The CONTRACTOR will bill the CITY at the end of each month, at the above rate, times the number of Units served. The invoice shall show the calculation of the requested payment.
- (C) It is the intention of the parties hereto that the Units to be served under this Contract shall only be occupied Units.
- (D) Under limited circumstances CONTRACTOR may be entitled to additional compensation under this Agreement for certain Non-Controllable Costs as defined below. CONTRACTOR shall provide thirty-days advanced written notice of such an increase in costs due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes) (collectively, "Non-Controllable Costs"). In addition to the written notice, CONTRACTOR shall provide CITY with any other information regarding such increase reasonably requested by CITY before any such increase becomes effective; provided.

6. **Recycling Facility.**

- (A) When Requested by the city, the CONTRACTOR will provide reports of the amount of recyclables that the CITY recycled each month as stated and demonstrated under the Overview of Services.

7. **Miscellaneous**

- (A) CONTRACTOR shall provide a schedule of collection and route of collection to the CITY for approval prior to the start of this Contract. Any amendment to the schedule and/or routes must also be approved by the CITY. CONTRACTOR shall provide no less than thirty (30) day advance notice to the residents being

served by this Contract of a change of service schedule or route. When a holiday falls on a weekday, then the CONTRACTOR shall collect the Recyclables on the following weekday. These holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- (B) CONTRACTOR shall maintain a Management Plan approved by the CITY to address how CONTRACTOR will address issues likely to arise out of the activities performed under this Contract, including, but not limited to the management of wastes not covered by the definition of Recyclables herein, inclement weather or hazardous conditions, special needs of senior citizens, and missed collections.
- (C) The CONTRACTOR shall clean up and properly recycle or dispose of any materials they spill during the course of activities under this Contract in a responsible manner for the general health and safety of the public.
- (D) The CONTRACTOR shall maintain and publish a telephone number for receiving service calls or complaints and shall maintain adequate staff to answer such calls, at a minimum, Monday through Friday (except for holidays) from 8:00 a.m. to 5:00 p.m. At the first of each month, CONTRACTOR shall provide CITY with a log of calls, which lists the nature of the complaint or service request, time, date, identity of caller, and response by CONTRACTOR.
- (E) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of this Contract, all applicable law, rules, regulations, permits, licenses and authorizations, and in a good worker like manner.
- (F) The CONTRACTOR shall employ personnel who have demonstrated ability and the full authority to make operating decisions during normal working hours and shall have key maintenance and operating personnel on call at all other times.
- (G) The CONTRACTOR shall designate a service manager to provide a single-point contact with the CITY and handle complaints and service problems.
- (H) The CONTRACTOR shall ensure that qualified personnel are assigned to operate and maintain collection equipment at all times by providing training before start-up and formal on-the-job training of employees during operation.
- (I) The CONTRACTOR shall pay all fees incurred as a result of the services specified herein.

- (J) CONTRACTOR shall be responsible for obtaining and maintaining any permits, licenses, or other authorizations as may be necessary to conduct the work and activities necessary to perform hereunder, including, but not limited to, a collector's permit with the CITY if so required.
- (K) CONTRACTOR shall ensure that it communicates on a regular basis with CITY as to the services being provided hereunder and shall advise the CITY more frequently as to any issues arising related to the services provided pursuant to this Contract. The CONTRACTOR will verbally report to CITY personnel at the end of each collection day any issues relating to service. When requested by CITY, the CONTRACTOR will attend city council or other municipal or regulatory meetings.
- (L) At all times during the term of this Contract, CONTRACTOR shall maintain, at a minimum, the insurance coverage required by the CITY (as expressed in the Request for Proposals dated September 24, 2010) and shall at all times provide CITY with a current certificate of insurance.
- (M) CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by CITY. CITY upon receiving a notice of rejection from CONTRACTOR shall immediately remove such Excluded Waste from CONTRACTOR's collection vehicle or premises.
- (N) Title to and liability for any Excluded Waste shall at no time pass to CONTRACTOR.
- (O) CONTRACTOR will not be held liable for any claims arising out of the recyclable materials that are contaminated with other waste material.

8. Termination.

In the event that CONTRACTOR does not fully comply with the terms and conditions of this Contract, the CITY may notify CONTRACTOR of the deficiencies and provide CONTRACTOR with a reasonable opportunity (ten days) to correct such deficiencies. In the event such deficiencies are not corrected within the time specified by CITY, the CITY has the right to terminate this Contract upon fifteen (15) day written notice to CONTRACTOR. In case of such termination, CONTRACTOR shall be liable to the CITY for any cost incurred by CITY arising from the breach of contract, including, but not limited to securing alternative service provider, reasonable attorneys' fees, court costs, costs of defense, settlement and any judgment. The CONTRACTOR shall be given the same rights in this clause as the CITY.

9. Indemnification.

- (A) Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- (B) City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- (C) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bag or Cart of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect from the generator the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

10. Exclusivity:

CONTRACTOR is given the exclusive rights to these services.

11. Force Majeure:

"Except for CITY's obligation to pay amounts due to CONTRACTOR, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, riots, strikes, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the CONTRACTOR has no control, shall be included as part of the CONTRACTOR's service under this Contract. In the event of such a natural disaster or terrorist act, the CONTRACTOR and the CITY shall negotiate the payment to be made to the CONTRACTOR. Further, when the CITY and the CONTRACTOR reach such agreement, then the CITY shall

grant the CONTRACTOR variances in routes and schedules, as deemed necessary, of the CONTRACTOR.

12. General Provisions.

- (A) This Contract sets forth the entire agreement of the parties. It binds and benefits the parties and their successors in interest, heirs, beneficiaries, legal representatives, and permitted assigns.
- (B) Time is of the essence of each provision in this Contract.
- (C) This Contract is governed by and construed in accordance with Iowa law.
- (D) The unenforceability, invalidity, or illegality of any provision of this Contract does not affect or impair any other provision or render it unenforceable, invalid, or illegal.
- (E) Unless specifically provided otherwise, any notice, request, or other communication that a party desires or is required to give to another party (or any other person) in connection with this Contract (the "Notice") shall be in writing and may be delivered by hand, by overnight courier, or by facsimile, or served in the manner provided for an original notice, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the party or person at the address provided in this Contract (below) or otherwise designated by written notice. The Notice shall be deemed given or delivered, as the case may be, on the date of receipt if delivered by hand or by overnight courier or served as an original notice; on the date of sending if sent by facsimile; or on the second calendar day after the Notice is deposited in the United States mail.

FOR CONTRACTOR

Allied Services, LLC DBA Republic Services Bettendorf
c/o Matthew Pivit
6449 Valley Drive
Bettendorf, IA 52722
Mpivit@republicservices.com

FOR CITY

Laura Liegois – Solid Waste Manager
1000 S. Houser St.
Muscatine, Iowa 52761
Phone: 563-263-9689 Fax: 563-263-9689
E-mail: lliegois@muscatineia.gov

- (F) Whenever a party's consent or approval is required, that party will not unreasonably withhold such consent or approval.

(G) No amendment or modification of this Agreement is effective unless made in writing and signed by each party.

(H) This Agreement may be signed in several counterparts, each of which will be an original and all of which will constitute one agreement.

In witness whereof, the parties have executed this contract as of the date first above written on November 5, 2015.

**CITY OF MUSCATINE, A Municipal Corporation
(CITY)**

By: [Signature]
DeWayne Hopkins
Mayor



Attest: [Signature]
Gregg Mandsager
City Clerk

**Allied Services, LLC DBA Republic Services Bettendorf
(CONTRACTOR)**

By: [Signature]
Title General Manager

Attest:

**EXTENSION AMENDMENT FOR THE CITY OF MUSCATINE CURBSIDE RECYCLING
COLLECTION CONTRACT DATED APRIL 1, 2016**

This extension amendment (the "Amendment") shall take effect on April 1, 2021 by and between the City of Muscatine, an Iowa municipality (City) and ALLIED SERVICES, LLC d/b/a REPUBLIC SERVICES OF BETTENDORF (Contractor).

The City and the Contractor desire to extend the terms of the original contract dated April 01, 2016 ("Contract") with modification. Therefore, the City and Contractor agree to extend the Contract with the modifications set forth below.

1. Term. Effective April 1, 2021 through March 31, 2022 and may be extended with mutual agreement of both the City and Contractor. The remaining terms in the Contract shall remain in full force and effect.

2. Payments. The City's per unit monthly costs shall be;

Recycling Collection

April 1, 2021 through March 31, 2022.....\$3.86

3. Recycling Drop Offs

a. Contractor will provide (4) 40 cubic yard containers for the Recycling Transfer Station. Contractor will provide up to 3 scheduled hauls per week for Cardboard and up to 3 scheduled hauls per week for Co-Mingled Recycling. All costs and rebates associated with the recyclable material will go to Contractor. The City will be responsible for any contamination in the recycling loads.

b. Contractor will provide one Cardboard Recycling Container for placement in the lot at 3rd and Cedar Street. This container will be hauled once weekly.

This Amendment shall be deemed part of the Contract. Any reference to the Contract shall include this Amendment.

This Amendment was made and entered into the _____ day of _____ 2021.

City of Muscatine, IA

ALLIED SERVICES, LLC D/B/A
REPUBLIC SERVICES OF
BETTENDORF

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____