

Davis County Regional Service Agency Contract For Residential Solid Waste and Recyclables Collection

Contract A -2016

This contract made by and between the DAVIS COUNTY REGIONAL SERVICE AGENCY hereinafter referred to as "CITY" and Waste Management of Iowa, Inc., hereinafter referred to as "CONTRACTOR", entered into this 31st day of March, 2016.

In consideration of the mutual promises and covenants contained herein, the AGENCY and CONTRACTOR hereby agree as follows:

DEFINITIONS

BAGS - Plastic sacks or containers designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection with a capacity not to exceed 30 gallons and a loaded weight not to exceed forty (40) pounds.

BULKY WASTE - Piece of furniture or waste material from residential source other than construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers. Shall include, furniture, bicycles, windows, doors, and many items that can be safely handled by one (1) person. Bulk items would not include any waste generated by a household business or any other business (including hobbies, auctions, rummage sales, etc.), construction or demolition debris, concrete, brick, asphalt, roofing cars, motorcycles, boats or parts of vehicles.

AGENCY - Refers to the DAVIS COUNTY REGIONAL SERVICE AGENCY, will also refer to the appropriate employee or officer of the AGENCY authorized to act as its agent in handling the pertinent matters of this Contract.

CITY - Refers to Communities that will receive services under the DAVIS COUNTY REGIONAL SERVICES AGENCY CONTRACT FOR RESIDENTIAL SOLID WASTE & RECYCLABLES COLLECTION to include Cities of Bloomfield, Drakesville and Pulaski.

CURBSIDE - Refers to the portion of the right-of-way adjacent to paved roadways.

COMMERCIAL - All establishments where retail, wholesale, service or manufacturing business is conducted, and all apartments, houses, schools, churches, fraternal bodies and other establishments not defined as "residential units".

CONSTRUCTION DEBRIS - Waste building materials resulting from construction remodeling, repair or demolition operations.

CONTAINERS - Wheeled "Toter" - a receptacle made of plastic, metal or fiberglass with a capacity of no more than ninety-six (96) gallons for Residential Solid Waste collection, and

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AUDITOR, DAVIS COUNTY, IOWA

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Recyclable Waste 'Bin' - a receptacle made of plastic, metal or fiberglass with a capacity of at least ten (10) gallons for Residential Recyclable Waste.

CONTRACTOR - The individual, firm, partnership, joint venture, corporation or association performing refuse collection and disposal under Contract with the AGENCY.

GARBAGE - Animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

NON-RESIDENTIAL BULK SOLID WASTE - Bulk solid waste that includes or contains the following materials: Solid waste generated outside the City Limits, solid waste generated by other than residential customers, solid waste generated by businesses, schools or commercial entities, solid waste generated by agricultural activities on farms and properties zoned for agricultural use, solid waste containing asbestos, appliances, tires, lead acid batteries, liquid waste or waste containing free liquids, soils contaminated with petroleum products, solid waste containing construction or demolition debris.

RESIDENTIAL RECYCLABLE WASTE - Newsprint, corrugated cardboard, high-grade paper, clear glass, aluminum, steel, bimetal and tin cans, and #1 thru #7 plastics.

REFUSE - Discarded waste material in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

RESIDENTIAL SOLID WASTE - All solid and semi-solid animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving and consuming of food material intended to use as food. All offal excluding useful industrial by-products, and all litter, rubbish and waste materials or debris, resulting from a residential source, which is acceptable at the Davis County Transfer Station or other hazardous designated disposal site, as herein provided, and excluding Hazardous Waste, Bulky Waste, Yard Waste and Construction Debris. As defined herein, Residential Solid Waste shall include Recyclable Waste that has not been separated and placed in a specially designated container by the resident.

RESIDENTIAL UNIT - Single-family units, zoned residential and single buildings containing no more than two separate or contiguous single-family dwelling units that have individual collection for each unit, or which are billed separately for water or gas service, zoned

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residential. Residential Unit shall specifically not include commercial or industrial establishments.

RUBBISH – Non-putrescible solid waste consisting of combustible and noncombustible materials, excluding yard and garden wastes.

SCOPE OF CONTRACT

This contract shall become effective and the CONTRACTOR shall begin the service of Residential solid waste collection as set out by this agreement as of April 1, 2016. The initial term of the Contract shall be for five (5) years commencing on April 1, 2016 and terminating on June 30, 2021. This Contract shall automatically extend for one (1) successive five (5) year period upon the terms provided herein unless either party hereto shall give written notice of termination not less than 120 days prior to the expiration of the current contract term.

CONTRACT WITH THE AGENCY —CONTRACTOR agrees with the AGENCY that CONTRACTOR shall, during the term of this contract, collect and dispose of Residential Solid Waste and Recyclables located within the area as defined in the SERVICE OPERATIONS AND PERFORMANCE section. The CONTRACTOR shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the collection, removal and disposal as provided herein. The CITY will be responsible for the billing of the residents as set forth below.

SERVICE, OPERATIONS AND PERFORMANCE

COLLECTION - All Residential Solid Waste and Residential Recyclable Waste shall be picked up curbside once each week. It is the responsibility of the residents to see that the solid waste containers (i.e. "Toters"), recyclable waste containers (i.e. "Bins"), garbage bags, or bulk items are placed at curbside in front of individual residence by 7:00 a.m. on the designated collection day.

Each residence will be allowed to set out for collection once per week, one (1) "Toter" and one (1) "Bin" as provided by the CONTRACTOR. Additional Residential Solid Waste will be collected by the CONTRACTOR each week provided the additional waste is placed in garbage BAGS or CANS not to exceed 30 gallons per BAG/CAN as outlined in the definitions section of this contract. Each additional bag or can exceeding the 96-gallon cart limit must have a "Residential Collection Sticker" affixed to each additional BAG/CAN.

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RECYCLING - CONTRACTOR will collect and deliver to the Ottumwa/Wapello County Recycling Center, Recyclables as defined on page 2. Recyclables must be separated into 3 streams: 1. Paper, 2. Cardboard, including paperboard, and 3. Co-mingle which includes #1 - #7 plastics, glass food containers, metal food cans, aluminum food and beverage containers and spray food containers. The Recycling Center cannot accept recyclable materials as a single-stream.

If a 96-gallon cart is used to collect recyclables, the CONTRACTOR will have to separate the recyclables before bringing to the recycling center.

BULKY ITEMS - CONTRACTOR will collect at no additional charge, one bulk item per week/home as defined under the Bulky Waste definition section of this contract. Bulky items do not include construction debris or hazardous waste. Each bulky item must be able to be handled by one (1) person.

RESIDENTIAL COLLECTION STICKERS - Will be provided by the CONTRACTOR at the cost to the resident of \$ 2.50 per sticker. The revenues generated from the sale of the stickers will be in addition to the approved contract price and CONTRACTOR shall be entitled to the revenues generated by the sale of the stickers.

The RESIDENTIAL COLLECTION STICKERS will be available for public sale at the CONTRACTOR'S place of business, CITY Hall, and participating community businesses during normal business hours.

CONTAINERS - The CONTRACTOR will provide each residential household with one (1) 96 gallon wheeled "Toter" to be used for Residential Solid Waste collection and one (1) recyclable waste "Bin" with a capacity of at least 10 gallons to be used for Residential Recyclable Waste collection. The CONTRACTOR will retain ownership of the "Toter" and "Bin" supplied and provide maintenance/replacement as necessary through normal usage. Additional "Toters" and "Bins" may provide for at an additional monthly fee.

REJECTION OF WASTE - The contractor may decline to collect any container, bag or bulky item not reasonably placed by the curbside; any additional waste BAGS without an affixed Residential Collection Sticker, and containers that have a large quantity of liquids, any quantity of prohibited or hazardous materials, or have been packaged in such a manner that it unreasonably endangers the CONTRACTOR's employee; or any residential waste not properly contained. The CONTRACTOR will not be required to pick up any HAZARDOUS OR LANDFILL BANNED WASTE, YARD WASTE or CONSTRUCTION DEBRIS. Where the CONTRACTOR has reason to leave such items at a residence, he or his agent shall mark the

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container as to why the particular waste was not collected (the AGENCY and CONTRACTOR may alter the standards for these decisions by mutual agreement).

COLLECTION DAYS/TIMES/ROUTES - The CONTRACTOR shall indicate on what days of the week the collections will take place if the CONTRACTOR later desires to change the date of collections he must first give the AGENCY written notice and must notify residents publically by paper ads, and/or local newspaper ads thirty (30) days prior to collection route service day changes.

DISPOSAL SITE - The contractor shall dispose of all Residential Solid Waste to the Wapello County Landfill or other licensed landfill site approved by the AGENCY.

FEES - The CONTRACTOR agrees to assume all landfill, tipping dumping, licenses and all other applicable fees, and any cost assessed or caused to be assessed by any Governmental authority in connection with its collection and disposal of Residential Solid Waste materials and agrees to pay said fees and costs, including, in a timely manner as required by the landfill authority or regulatory agency.

NOTIFICATION OF RESIDENTS - The CITY shall inform all residents as to rates, regulations, and day(s) for scheduled refuse collection.

INDEMNITY - The CONTRACTOR will indemnify and save harmless the AGENCY, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees and any other costs of defense resulting from a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants and employees in the performance of this contract; provided, however, that the CONTRACTOR, shall not be liable for any suits actions, legal proceedings, claims, demands, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the AGENCY, its officers, agents, servants and employees.

DISCRIMINATION - Neither the CONTRACTOR nor any SUBCONTRACTOR or person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status or disability.

INSURANCE - The CONTRACTOR shall maintain in full force and effect throughout the term of this contract and throughout any extension or renewal, thereof the following types of insurance in at least the limits specified below:

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Workmen's Compensation	Statutory
<u>General Liability:</u>	
Bodily Injury	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$ 50,000 each occurrence \$ 100,000 aggregate
<u>Automobile Liability</u>	
Bodily Injury	\$ 500,000 each person \$ 500,000 each occurrence
<u>Property Damage</u>	\$ 50,000 each occurrence
<u>Excess Umbrella Coverage</u>	\$ 5,000,000 each occurrence

Prior to the commencement of work, the CONTRACTOR shall furnish the AGENCY with certificates of insurance or other satisfactory evidence that such insurance has been projected and is in force. Said policies shall not hereafter be cancelled or permitted to expire.

PERMITS, LICENSES and TAXES - The CONTRACTOR shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the City or Law.

BASIS AND METHOD OF PAYMENT - In consideration of CONTRACTOR'S services to the AGENCY, in the collection of Residential Solid Waste and Recyclables, the CITY shall pay the CONTRACTOR a monthly fee with the first such monthly period commencing May 1, 2016 for services completed in April. The charge shall be equal to the sum \$13.28 multiplied by the number of residential solid waste collection units. The number of qualified households shall be determined in a joint effort between the City and the CONTRACTOR through the CONTRACTOR's information and the City's list of the total number of residential water user billings/counts. The number of determined households shall be reviewed quarterly and adjustment for residential solid waste collection charges by the CONTRACTOR will be adjusted accordingly.

The contractor will provide service to any territory annexed by the CITY, or additional growth of residential units. The aforementioned formula for compensation due the contractor will of course provide for greater compensation due the contractor for servicing more residential units. The CONTRACTOR and the CITY agree that they will work together at all times to develop an accurate list of the customers.

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BILLING AND PAYMENT - The CITY shall submit statements and collect charges from all residential units for Service provided by the contractor, for the collection of RESIDENTIAL SOLID WASTE & RECYCLABLES, under the terms of this Contract.

The CONTRACTOR shall be entitled to payment for services rendered irrespective of whether or not the CITY collects from customers for such service. Payment is due 30 days after issuance of the invoice. Past due balances are subject to a 2.5% monthly late payment charge.

COST OF SERVICE - The rates submitted by the CONTRACTOR and approved and accepted by the AGENCY shall apply for first year of this contract term, however, the Contractor may increase the price of the contract by a fixed CPI (Consumer Price Index) of 2% annually at contract anniversary date, or if the Dumping Fees at the landfill are increased during the remainder of the term. If landfill costs are increased, the percentage increase of the landfills fees shall only apply to thirty-three percent (33%) of the CONTRACTOR'S fee for Residential Solid Waste. The percentage increase in the CPI will apply to 100% of the CONTRACTOR'S fee for Residential Solid Waste & Recyclables collection.

CHANGE IN LAW - The above prices include all current Federal, State, county, local or other taxes, fees, surcharges, or similar charges relating to the collection and disposal of the CITY's wastes. In the event of a change in law that increases any tax or fee paid with respect to the collection or disposal of waste, landscape waste or recyclables; which tax or fee is imposed upon the CONTRACTOR (or requires collection thereof by the CONTRACTOR on behalf of the CITY or the residents) with respect to collection or disposal under this Agreement, then the amount of such increase shall be passed through and billed to the CITY in addition to the above monthly Collection Fee.

SERVICES TO ELDERLY/DISABLED - The CONTRACTOR understands that some of the Residential units to be served under this Contract are occupied by elderly residents and/or disabled residents who have difficulty hauling their Residential Waste to the curbside, as provided herein. The CONTRACTOR agrees to collect Residential Solid Waste from an area directly adjacent to the resident dwelling, if mutually decided by the CITY and the CONTRACTOR, that the resident is handicapped or physically unable to place their weekly waste curbside. Residential Solid Waste collected "house side" must be in plastic bags; securely tied at the top and placed in the supplied 96-gallon wheeled cart.

AREA TO BE SERVED - The CONTRACTOR shall provide collection of Residential Solid Waste and Recyclable to all communities under the DAVIS COUNTY REGIONAL SERVICE AGENCY CONTRACT, which include the Cities of Bloomfield, Drakesville and Pulaski.

HOLIDAYS - The following holidays (or legally observed days) will be observed as non-collection days by the CONTRACTOR.

New Year's Day

Labor Day

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Memorial Day
Christmas

Thanksgiving
Fourth of July

The suspension of collection service on any holiday in no way relieves the CONTRACTOR of its obligation to provide collection service at least once a week. Normally the collection will be planned to be one day after.

COMPLIANCE WITH APPLICABLE LAWS - The parties to this contract agree that the laws of the State of Iowa shall govern the validity, construction, interpretation and effect of this Contract. The CONTRACTOR shall conduct the service of collecting Residential Solid Waste & Recyclables as provided for by this Contract in compliance with all applicable federal, state and local rules, regulations and laws. This contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY - "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform, nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the contract with seven (7) days written notice. Assumption of the Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform or a breach of the contract where the CONTRACTOR is in the process of voluntary or involuntary bankruptcy.

The AGENCY shall not be bound to the contract by an insolvent CONTRACTOR'S trustee or receiver.

In the event of the CONTRACTOR'S bankruptcy the AGENCY will have the same remedies as provided for BREACH of CONTRACT.

BREACH OF CONTRACT — If the CONTRACTOR fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the AGENCY shall have the right to demand in writing, adequate assurance from the CONTRACTOR that steps have been or are being taken to rectify the situation. The CONTRACTOR must within three (3) days of receipt of such demand, return to the City Mayor, a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that

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period and any continuation thereof. The CONTRACTOR also has the option to appear with an explanation before the AGENCY. Upon receipt of the CONTRACTOR'S statement or the failure of the CONTRACTOR to submit one, the AGENCY may, with a 2/3 vote of the board, contract with another Contractor.

FORCE MAJEURE- Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc. if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond reasonable control of the CONTRACTOR or AGENCY. In the case of a severe snowstorm, the Contractor has the right to delay the collection by one day (more if condition warrants with AGENCY approval). Notification shall be made to the AGENCY and affected CITY(s) as soon as possible after approval of delay.

If such circumstances persists for more than seven (7) days or if after their cessation the CONTRACTOR is unable to render full or substantial performance for a period of days in advance to the AGENCY.

WAIVERS - A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver is a material part of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS - Should any term, provision or other part of this Contract be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases the remainder of the Contract shall not be affected but shall remain in full force and effect.

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JOINT AND SEVERE LIABILITY - If the CONTRACTOR is comprised of more than one individual, corporation or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severely liable.

BINDING EFFECT - The provisions, covenants, and conditions in this contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

AMENDMENT TO CONTRACT - No modification or Amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) business days during which time either party may revoke the writing upon delivery to the other party of a written notice of that effect, dated and signed by a notary.

This contract is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part of provision of this contract conflicts with any applicable statute or law, the statute or law shall govern.

This initial contract is effective from the 1st day of April, 2016, and shall expire on the 31st day of June, 2021, with the provision, however, that the AGENCY may terminate this contract upon notice to the CONTRACTOR when and if said CONTRACTOR shall cease to be properly licensed by the Wapello County Landfill, or other designated landfill, or any other regulatory agency, or by the provisions set forth above for failure to perform and abide by the terms of this contract.

IN WITNESS WHEREOF, the contracting parties have executed this Contract on the date first written above, executed in duplicate.

DAVIS COUNTY REGIONAL SERVICE AGENCY

By: [Signature]
Chairman

Waste Management of Iowa, Inc.

By: [Signature]
Area Director, Public Sector Solutions

Date: 3/31/16