

Proposed Advertisement

The City of Creston is accepting bids for residential solid waste collection, bulk item pickup and residential single stream recycling

There are approximately 2,900 collection locations.

The bidder shall include with the bid proposal equipment and labor description form.

A copy of the proposed contract and equipment and labor form is available in the city clerk's office at Creston City Hall.

Bids deadline is November 30, 2015 at noon. The bid documents shall be submitted in a sealed envelope with "Residential Solid Waste Collection Bid" written on the outside of the envelope and submitted to the City Clerk at 116 W. Adams Street, P. O. Box 449, Creston, Iowa 50801.

Contact the City Administrator with questions.

The city retains the right to reject any and all bid proposals.

City of Creston, Iowa
Contract for Residential Solid Waste Collection.

THIS CONTRACT made by and between the CITY OF CRESTON hereinafter referred to as CITY and, _____, hereinafter referred to as CONTRACTOR, entered into this ___ day of _____ 2016.

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

DEFINITIONS

BAGS – Plastic sacks 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 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.

APPLIANCES – Includes but is not limited to, refrigerators, freezers, kitchen ranges, air conditioning units, dehumidifiers, water heaters, furnaces, thermostats, clothes washers, clothes dryers, dishwaters, and microwave ovens.

APPLIANCE STICKERS – Collection tags affixed to Appliances for collection.

CITY – Refers to the City of Creston, Iowa. Will also refer to the appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this Contract.

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 capacity for no more than ninety –six (96) gallons.

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

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 State Environmental Protection Agency or Appropriate state agency.

NON-RESIDENTIAL BUILD 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 agriculture 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.

PERFORMANCE BOND – A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as may be specified in the agreement.

RECYCLE WASTE - “Recyclable Materials” means 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 semisolid animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving and consuming of food material intended for use as food. All offal excluding useful industrial by-products, and all litter, rubbish and waste materials or debris, resulting from residential source, which is acceptable at the Prairie Solid Waste Agency or other 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 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 **July 1, 2016**. The initial term of the Contract shall be for five (5) years commencing of **July 1, 2016** and terminating **June 30, 2021**. At the end of this period, the contract may be extended for additional one (1) year periods, by mutual agreement signed by both parties, at least ninety (90) days prior to the expiration of the one (1) year period and each successive one-period. The City shall notify the Contractor at least ninety (90) days prior to the expiration of the contract of the City’s intent to rebid the contract by certified mail.

CONTRACT WITH THE CITY – Contractor agrees with the City that the contractor shall, during the term of this contract, collect and dispose of residential Solid Waste located with 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 shall be picked up curbside once each week. It is the responsibility of the residents to see that the solid waste containers or garbage bags, or bulk items are placed at curbside in front of the individual residence by 4:00 AM on the designated collection day.

Each residence will be allowed to set out for collection one (1) 96-gallon “toter” per week. Additional Residential Solid Waste will be collected by the Contractor each week provided the additional waste is placed in garbage Bags and a “residential collection sticker” is affixed to each additional Bag.

Each residence will be allowed to set out for collection one (1) 96 gallon “toter” every other week (bi-weekly) for comingled Recycle Waste. No presorting will be required.

BULKY ITEMS – Contractor will collect one bulk item per week/home as outlined in the definitions section of this contract at no additional charge. Does not include construction debris or hazardous waste. 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 \$1.50 per sticker. The revenues generated from the sale of the stickers will be in addition to the approved contract price and the Contractor shall be entitled to the revenues generated by the sale of the stickers.

APPLIANCE COLLECTION STICKERS – Will be provided by the Contractor at the cost to the resident of \$30.00 per collection sticker. The revenues generated from the sale for the stickers will be in addition to the approved contract price and the Contractor shall be entitled to the revenues generated by the sale of the stickers.

The Residential Collection Stickers and Appliance Collection Stickers will be available for public sale at the Contractor’s place of business, and participating community businesses during normal business hours.

APPLIANCE COLLECTION – The Contractor shall perform appliance collection on a weekly basis for residential homes are required. Residents must notify Contractor of Appliance to be collected. Appliances, as defined by the DNR, will be delivered to a DNR licensed de-manufacturer, proving each appliance has the affixed pre-paid, dated Appliance Collection Sticker.

CONTAINERS – The Contractor will provide each residential household with one (1) 96 gallon wheeled container (“toter”) to be used for Residential Solid Waste collection. The Contractor will retain ownership of the “toters” supplied and provide maintenance/replacement as necessary through normal usage.

One (1) 35 gallon wheeled container “toter” will be provided in lieu of the default 96 gallon container upon request provided resident meets the requirements as outlined in the Service to Elderly/Disabled section of this contract. The Contractor will retain ownership of containers “toters” supplied and provide maintenance/replacement as necessary through normal usage.

The Contractor will provide each residential household with one (1) 96 gallon wheeled container (“toter”) to be used for Residential Recycle Waste collection. The Contractor will retain ownership of the “toters” supplied and provide maintenance/replacement as necessary through normal usage.

Additional containers can be provided for an additional monthly fee at current base rate as using the following formula: Current base rate x 2 = fee for resident using 2 toters.

REJECTION OF WASTE – The contractor may decline to collect any container, bag or bulk item not reasonably placed by the curbside; any additional waste Bags without an affixed Residential Collection Sticker; any appliance without an affixed Appliance sticker; any containers that contain 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 residence, he or his agent shall mark the container as to why the particular waste was not collected (the city and the 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 City written notice and must notify residents publicly by newspaper ads, and/or combinations of radio public service announcements, and/or local newspaper ads thirty (30) days prior to collection route service day changes.

City Hall, City Street Maintenance Shop, Fire Station, Waste Water Plant, Municipal Airport, Cemetery, Public Library, McKinley Park, McKinley Park Campground, Sears Complex, and 23 trash receptacles located uptown shall be collected one (1) time per week at no cost to the City.

DISPOSAL SITE – The Contractor shall dispose of all Residential Solid Waste in an IDNR approved sanitary transfer station, and/or IDNR approved landfill. The Recycling Waste shall be disposed at an IDNR approved disposal site.

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 any increases thereof, 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 hold harmless the City, its officers, agents, servants and employees from and against any 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 City, it’s 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 there of the following types of insurance in at least the limits specified below:

Workman's Compensation	Statutory
General Liability	\$ 1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$ 100,000 Each Occurrence
	\$ 2,000,000 Aggregate
Automobile Liability	
Per Accident	\$1,000,000 combined single limit
Excess Umbrella Coverage	\$5,000,000 each/aggregate

Prior to the commencement of work, the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled or permitted to expire.

PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the contract. Said bond must be in the amount of \$100,000.

The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Iowa. Attorney's-in-fact who sign Performance Bonds must file with each bond an effectively date copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or termination of this Contract, the Contractor shall furnish Performance Bond in the same amount and under the same terms as for the initial Bond. The original surety, however, is in no way obligated to extend or renew the bond.

The contract shall be subject to termination by the City at any time if said bond is canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City at least sixty (60) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice, the Contractor files with the City a similar bond to be effective for the balance of the Contract period.

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, 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. The City shall remit payment within twenty (20) days following the end of each monthly period. The Contractor will provide service to any territory annexed by the City, or additional growth or 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.

COST OF SERVICE – The rates submitted by the Contractor and approved and accepted by the City shall apply for first two (2) years of this contract term, however, the Contractor may adjust the price by an amount equal to the percentage increase listed by the Consumer Price Index (CPI) annually at contract anniversary date, or if the Tipping fees at the landfill are increased during the remainder of the term. If landfill costs are increased, the percentage increase in the landfills fees shall only apply to thirty-three percent (33%) of the Contractor’s fee for Residential Solid Waste. If increased, the percentage increase in the CPI will apply to 67% of the Contractor’s fee for Residential Solid Waste Collection.

Effective 7/1/16, the following rates will become effective

Residential Solid Waste	\$
Residential Recycling	\$
TOTAL	\$

SERVICE 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 the residents 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 place in the supplied 96 or 35 gallon wheeled cart.

TEMPORARY SUSPENDED SERVICE – The City may, at its discretion, grant temporary suspension of service to residents for temporary absence of residence. Temporary Suspensions will be granted for no less than two (2) continuous months. Temporary Suspension of service and payment will be given for full months only, beginning with the first day of any designated month through the last day of the following month. The City will administer and monitor all Temporary Suspension grants, and will communicate any such suspensions to the Contractor no later than the 24th day of each month. The Contractor will adjust the monthly billing to accommodate all approved Temporary Suspensions.

AREA TO BE SERVED – The Contractor shall provide collection of Residential Solid Waste to pre-determined Residential Households within the City limits of the City of Creston.

SINGLE STREAM RECYCLING – Comingled Recycle Waste is documented throughout this contract as a service the Contractor must be able to provide. However, the City reserves the right to limit the contract scope to only Solid Waste Collection and exclude Recycle Waste Collection.

CUSTOMER SERVICE – Contractor shall provide a phone number and e-mail address to the City. These will be used to receive complaints, service requests, or instructions from the City.

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

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Christmas	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 or one day before the normal collection day.

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 collection Residential Solid Waste as provided for this by Contract in compliance with all applicable federal, state, and local rules, regulations and laws. The 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 purpose 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 this Contract by 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 City shall not be bound to the contract by an insolvent Contractors trustee or receiver.

In the event of the Contractor’s bankruptcy the City 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 City 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 Administrator, a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has the option to appear with an explanation before the City Council. Upon receipt of the Contractors statement or the failure of the Contractor to submit one, the City may, with a 2/3 vote of the Council, contract with another Contractor and make demands under the terms of the Performance Bond or the Letter of Credit.

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 the reasonable control of the Contractor of City. In the case of a sever snowstorm, the contractor has the right to delay the collection by one day (more if condition warrants with City Approval). Notification shall be made to the City as soon as possible if such an option is taken.

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 seven (7) days, he may terminate this contract upon written notice given in seven (7) days in advance to the City.

ASSIGNMENT OF CONTRACT – No assignment of this Contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety and such delegation will not relieve the Contractor or his Surety,

or any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

CHANGE OF OWNERSHIP – In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely liable. It, however, the City determines that the new ownership can adequately and faithfully render the services called for in the contract for remaining term of the Contract, then the City may elect to execute a novation allowing the new ownership to assume the rights and duties of this contract and releasing the previous ownership of this contract and all obligation and liability.

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 of acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that is waiver is a material part of the parties, the waiver must be supported by the 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.

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 obligation 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 or provision of this contract conflicts with any applicable statute or law, the statute or law shall govern.

This initial contract is effective from 1st day of July 2016 and shall expired on the 30th day of June 2021 with the provision, however, that the City may terminate this contract upon notice to the Contractor when and if said Contractor shall cease to be licensed by the Prairie Solid Waste Agency (Union 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.

City of Creston, Iowa

Contractor:

By: _____
Mayor

City of Creston
City Clerk

Date

EQUIPMENT AND LABOR DESCRIPTION

List proposed equipment and labor to be used by the Contractor to accomplish the collection services.

Equipment

1. Vehicle Type (s) - attach a photo if available

Makes (s) _____

Models _____

Years _____

Overall capacity
of each vehicle _____

Number of vehicles to be used _____

Weight of vehicles to be used _____
Loaded
Unloaded

2. Describe any additional equipment to be used.

Labor

1. Number of personnel operating each vehicle _____

2. Personnel and/or equipment available for handling calls and missed pickups.

Authorized Signature

Date