



Division of Public Works .
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689

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MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Laura Liegois, Solid Waste Manager

Date: April 18, 2016

Re: Approval of Landfill Operations Contract with Dick Doyle Excavating for the Muscatine County Landfill.

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Introduction:

The current landfill operations contract will expire on June 30, 2016. This contract has been with Dick Doyle Excavating since July 2007. Staff sent out a request for proposal (RFP) for interested contractors for landfill operations at the Muscatine County Landfill in February 2016.

Background:

Staff created a new RFP for landfill operation services which detailed numerous aspects of operations, including proper equipment, litter control, erosion control, and other items that pertain to the site for landfill operations.

A prebid meeting was held on March 3, 2016 and had ten potential bidders attend the meeting. On March 15th. Five proposals were received and are as follows:

- Rittmer Inc, DeWitt, IA - \$37,950.00 per month and \$9.00 per extra ton over 50,000
- Brauns Excavating, Muscatine, IA - \$33,850.00 per month and \$8.50 per extra ton over 50,000
- Legacy Corp, East Moline, IL - \$33,480.00 per month and \$8.00 per extra ton over 50,000
- Progress Contracts, Clinton, IA- \$32,000.00 per month and \$10.00 per extra ton over 50,000
- Dick Doyle Excavating Inc, Reynolds, IL- \$25,000.00 per month and \$8.00 per extra ton over 50,000

The proposal from Dick Doyle Excavating was \$84,000 lower per year than the next lowest proposal. The Doyle proposal met the insurance and other requirements of the RFP.

The proposed five-year contract effective July 1, 2016 through June 30, 2021 has details of the operations, staffing, regulations, erosion control, road maintenance, performance expectations, insurance requirements, and Iowa Department of Natural Resources rules and regulation requirements to be met by the contractor.

Recommendation for Contract for Landfill Operations at the Muscatine County Landfill:
Staff is recommending Dick Doyle Excavating Inc. of Reynolds, Illinois be awarded the landfill operations contract for the Muscatine County Landfill. Dick Doyle Excavating has numerous years of landfill experience and is the responsible low bidder for this project.

**City of Muscatine
Muscatine County Landfill Operations Contract**

THIS AGREEMENT made and entered into this 21st. day of April 2016, by and between Dick Doyle Excavating ("Contractor") and the City of Muscatine, Iowa, 215 Sycamore Street, Muscatine, Iowa 52761 ("City").

WHEREAS, pursuant to the February 2016 Request for Proposal, the City requested proposals from qualified contractors to operate the Muscatine County Landfill (the "Landfill"), maintain roads, and maintenance of areas at the Landfill. Pursuant to this goal, the City issued a Request for Proposal to qualified parties to perform these services, a copy of which is attached and incorporated by reference, and

WHEREAS, Contractor, in response to the Request for Proposal (RFP), presented a proposal for Muscatine County Landfill Operations to provide such contractual operation services for the City, and

WHEREAS, on April 21, 2016, the City approved the Contractor's proposal, a copy of which is attached and incorporated by reference,

Now, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

A. Payment. The City and Contractor have reached agreement as to the terms and conditions of the services provided herein. The payment for services shall be based on a monthly fee per month. If the waste tonnages exceed 50,000 tons per fiscal year (July 1 – June 30), additional payment per ton will be paid to the Contractor.

The Contractor has been awarded this Agreement based upon agreeing to provide services at the following rates:

Landfill Operations: \$ 25,000.00 per month

Additional fee for tons of waste received in excess of 50,000 tons per year: \$ 8.00 per ton

The City shall make payments to the Contractor within thirty (30) days after the end of the month. The City will provide Contractor with a report of tonnages supporting the monthly payment.

B.Term. The term of this Agreement shall be for a period of five (5) years, from July 1, 2016, through June 30, 2021 unless otherwise terminated as provided herein. This contract maybe extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after June 30, 2021.

C. City Responsibilities. The City of Muscatine will:

1. Keep records of all waste that is accepted by Contractor at the Landfill facility and provide a tonnage report by the 10th of each month to the Contractor.
2. Provide engineering services and maps, plans, etc. as needed for operations of the Muscatine County Landfill.
3. Obtain and maintain all necessary permits from the State of Iowa and federal of government to operate the Landfill.
4. Provide a copy of all documents from Iowa DNR that pertain to the Muscatine County Landfill.
5. Provide engineer fill staking once a year for the Contractor. Any additional staking needed beyond the original set is a cost of the Contractor.
6. Provide a storage building for the Contractor to use as listed in the proposal for operations. The City is not responsible for the Contractor's equipment, utilities, or cleaning of the building.

D. Contractor Services. In consideration for the payments received pursuant to paragraph A above, the Contractor shall provide the following services:

1. Landfill Operations

The Contractor will be responsible for following all Landfill rules that are in the Iowa Administrative Code 567 – Chapter 113 (Attachment B- Code 567- Chapter 113), and any other applicable rules and regulations.

- a. Contractor shall manage and operate the Landfill and all drop off locations at the Landfill. In connection with such operation and management, Contractor shall:
 - i. Operate, repair and maintain equipment as necessary to perform the work required by this Agreement, including, *inter alia*, the following:
 - Compactor that has the weight of 75,000 lbs. or above, to meet the requirement of 1,200 lbs. per cubic yard of compaction of waste or better. The Contractor is scheduled to and will purchase a Terex 3-70 – 78,000 lbs. or a machine of equal or better capabilities with City approval. Failure to make such purchase on or before July 1, 2016 shall be grounds for the City to terminate this Agreement.
 - Track loader and/ or dozer
 - Scrapers or excavator for moving dirt for maintenance and cover requirements
 - Off road truck for hauling dirt, if scraper is not used.
 - Truck with snowplow or use of dozer to remove snow from roadways.
 - Any other equipment that is in the best interest of the operation for landfill purposes or construction use.

- Contractor shall also have access to backup equipment in a timely manner in the event of an equipment malfunction.
- ii. Provide and train competent and adequate staff and personnel as necessary to perform the work required by this Agreement, including at least two (2) operators that are certified by the State of Iowa as Landfill Operators. At least one (1) such certified operators shall be present at the Landfill at all times.
 - iii. Furnish all supplies, materials and equipment necessary to perform the work required by this Agreement.
 - iv. Pay the reasonable utilities necessary to perform the work required by this Agreement.
 - v. Provide safety programs for all staff and personnel of the Landfill, including information as provided by the City's Solid Waste Manager with regard to regulations of the Iowa Department of Natural Resources, Solid Waste Association of North America, National Solid Waste Management Association and OSHA.
- b. Contractor shall be available to take waste from 7:00 am – 4:00 pm, Monday – Friday. Hours may vary due to weather and wind. If the Solid Waste Manager sees a need to have waste hauled to the Landfill on a Saturday or holiday, at least a 48-hour notice will be given to the Contractor.
 - c. Contractor shall restrict access to the Landfill for unauthorized vehicles.
 - d. Contractor shall contain and manage litter control at the Landfill. This includes maintaining a log of when litter was collected and not collected due to weather conditions, if litter is a problem.
 - e. Contractor shall deposit all waste in the designated Landfill cell that is the current location for landfilling. (Attachment C – Landfill Facility Map)
 - f. Contractor shall create and maintain a good level working face area for transfer trailers to dump loads of waste at the Landfill. This includes having adequate space for dumping and turning around transfer trailers and semi tractors.
 - g. Contractor shall keep all waste within the location of the working face of the Landfill, to ensure that the alternative daily cover is used appropriately. All tarps are 30 x 100 ft. There are three tarps that can be used with the tarp machine, which is supplied by the City.
 - h. Contractor shall ensure that all waste received is placed in a filling sequence that is planned that will not cause slope failure, could lead to settlement, damage the liner or leachate collection system, and not have a steep slope. Safety of the equipment and compaction of waste is the main concern of operations.
 - i. The active waste area should be managed using “best management practices” for minimizing leachate generation and storm water run off. This will be monitored on a regular basis.
 - j. Contractor shall take all reasonable steps for vector control, including the use of professional exterminators to control vermin, rodents and insects at the Landfill such that they do not constitute a public health threat or a nuisance either on the Landfill or on surrounding properties.
 - k. Contractor shall eliminate to the maximum extent possible all noxious, offensive and foul odors from the Landfill.
 - l. The Contractor shall maintain a minimum “effective density” of 1,200 lbs./cubic yard of solid waste. The Engineer will perform a minimum of one

(1) topographic GPS survey per year to determine the “effective density.” If it is determined by the Engineer that the “effective density” is less than 1,200 lbs./ cubic yard for any given period, Engineer or Owner will promptly notify Contractor and discuss possible solutions to achieve the minimum required “effective density.” In addition, Engineer will perform a second topographic GPS survey ninety (90) days from the initial survey to verify that the Contractor is meeting the minimum “effective density” requirements. The cost of the second survey or subsequent surveys, while underperforming conditions remain, will be billed to the contractor. If the density is not met, surveys will be repeated every ninety (90) days and billed to the Contractor per event. If the Contractor does not maintain a minimum “effective density” of 1,200 lbs./cubic yard, the Agreement may be terminated.

- m. Contractor shall handle special waste material in accordance to the required disposal methods and at the direction of the Solid Waste Manager.
- n. Contractor shall provide weekly cover of waste at the end of the workweek with one (1) foot of cover.
- o. Contractor shall ensure that areas that will not receive waste again for at least 180 days, must have 1 foot of cover.
- p. It is the responsibility of the Contractor to haul cover for waste on their schedule, which can be done weekly or stockpile dirt for use.
- q. Contractor shall take necessary steps to ensure that all equipment operating at the Landfill is fitted with and use effective mufflers and other noise reduction equipment.
- r. Contractor shall at all times comply with all federal, state and local laws and regulations.
- s. Contractor shall at all times employ industry best standards or practices in the operation of the Landfill.

2. Road Maintenance

The Contractor will maintain and build roads that are needed for haul and internal roads. This includes the following items for road maintenance:

- a. Haul roads must allow transfer trailers and semi tractors to drive on them with no problems.
- b. Internal roads must allow for a four-wheel drive truck to easily drive on them. No exposed drainage pipes or large ruts in the roadway.
- c. The Contractor will place rock or slag on roadways as needed. All rock or slag is provided by the City and is approved by the Solid Waste Manager.
- d. Snow removal of roads is the responsibility of the Contractor. Sand is used on icy roads and will be provided by the City.
- e. Any mud that is tracked from the Landfill facility onto Highway 61 is the responsibility of the Contractor to remove from the highway. This is a DOT requirement.
- f. Contractor shall eliminate to the maximum extent possible the generation of dust from all roads, parking areas, and unpaved areas of the Landfill.

3. Erosion and Maintenance Control

The Contractor will be responsible to correct items that are found in areas that are concerns for erosion and maintenance of closed and current Landfill cells as follows:

- a. The Contractor will correct minor erosion issues. This includes ruts, rock placement, and other ways to control erosion after an area has had repairs, completed to the satisfaction of the Solid Waste Manager. Materials are purchased by the City.
- b. The Contractor will handle all leachate seeps in closed and open areas of the Landfill facility.
- c. The Contractor will clean sediment pond areas out when needed and will also maintain the access to the areas.
- d. The Contractor will remove trees and mow areas that need mowed, to prevent disturbing the closed cap on closed sections of the Landfill facility.
- e. If seeding is needed in areas on intermediate cover for erosion control or on areas that have had work done, this is the responsibility of the Contractor. Materials will be purchased by the City.
- f. The Contractor will do a placement of manhole sections and other minor work that needs to be done under the supervision of the Solid Waste Manager. Materials will be supplied by the City.
- g. Place and maintain perimeter and active area fences on the entire site. Materials will be supplied by the City.

F. Contractor Performance Expectations

1. In the event that an employee of Contractor does not perform his/ her work duties in conformance with this Agreement, the City will notify Contractor and provide Contractor with a reasonable opportunity to correct such non-conformance. In the event such corrective action is not successful, City may direct that Contractor's employee involved in such situation no longer be permitted to provide services at the Landfill.
2. In the event that Contractor does not comply with requirements set forth in the Agreement and a penalty from a regulatory agency is issued to either Contractor or the City, due to fault of Contractor, all such fines incurred by either party will be paid for by Contractor.
3. In the event that Contractor does not perform any duty or obligation set forth in this Agreement, and fails to cure such default with two (2) business days of notice of the default, the City may either perform the work or engage a third party to perform the requisite work, and the City shall be entitled to deduct and offset any amount the City incurred, including City staffing time, from the monthly payment of \$25,000.00.
4. Contractor shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to weather, strikes, riots, fires, and acts of God.

5. Contractor and the City agree to respond to requests for communication within forty-eight (48) hours of notice. Contractor and the City agree to hold a face-to-face meetings between Contractor and the Solid Waste Manager or Solid Waste Supervisor at least once per quarter.

G. Warranties, Representations and Covenants of Contractor. Contractor hereby warrants, represents and covenants that, as of the date of execution of this Agreement:

1. All of Contractor's representations and warranties contained in this Agreement and the Request For Proposal prepared in connection with this Agreement, are true and correct as of the date of execution hereof.
2. The Contractor is a duly authorized entity organized under the laws of the State of Iowa.
3. Contractor has the requisite expertise and financial ability to fully, completely, and satisfactorily perform its obligations hereunder in full compliances with applicable law.
4. To the best of its knowledge, the Contractor has disclosed to the City its knowledge of facts, information and data pertinent to its capacity to perform its duties and obligations under this Agreement.

H. Federal and State Laws. Contractor will comply with all federal and state transportation rules and regulations, including but not limited to, random drug testing for its employees and Contractor will secure and maintain current versions of all necessary licenses and permits.

I. Termination. The City has the right to terminate this Agreement if performance standards are not met, or if any other term of this Agreement is violated. In such a case, the City will give Contractor a thirty (30) days' written notice identifying the unmet performance standards and/or violations of the Agreement. If the standards remain unmet and/or the violations have not been resolved at the end of the thirty (30) day period, the Agreement shall be terminated and Contractor agrees to be liable to the City for any costs incurred by the termination, including but not limited to: securing alternate landfill operating services, IDNR or other fines, and reasonable attorneys' fees and costs.

The City shall further be entitled to terminate this Agreement upon thirty (30) days written notice for any reason if the City feels the Contractor is not acting or performing in the best interest of the City.

J. Indemnification. Contractor agrees to indemnify and hold harmless the City, its employees, agents, volunteers and elected officials from all liability arising from the services performed by Contractor and its employees or agents under the terms of this Agreement, including but not limited to, court costs, attorneys fees, costs of defense, settlement and/or any judgment rendered.

K. Insurance. The Contractor shall at all times during this Agreement maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage. All insurance shall be by insurers and for

policy limits acceptable to the City before commencement of work hereunder and the Contractor agrees to furnish City with certificate of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. For purposes of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

Insurance Requirements:

The City requires that the Contractor have adequate insurance coverage and the Contractor's insurance carrier must provide the City with a 60-days notice of any changes or cancellation of the insurance coverage for their operation. The requirements are as stated below for the Contractor and any subcontractors that the Contractor may have on site for work at our facility. A copy of insurance must be submitted each year to the City.

- **Commercial General Liability:** Includes coverage for premises and operations, independent contractors, products and completed operations, contractual liability, and general aggregate per project endorsement. The City should be named as additional insured on a primary basis for ongoing and completed operations with non waiver of governmental immunity endorsement and include waiver of subrogation in favor the City.

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| Bodily Injury and Property Damage – Each Occurrence | \$1,000,000 |
| Personal Injury and Advertising Injury – Per Person | \$1,000,000 |

- **Business Automobile:** Including coverage for all owned, non-owned, and hired automobiles. The City should be named as an additional insured and include waiver of subrogation in favor of the City.

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| Bodily Injury and Property Damage Benefits | \$1,000,000 |
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- **Workers Compensation and Employers Liability:** Including coverage for Occupational Diseases:

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| Part 1- Workers Compensation Benefits | Statutory |
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- **Employers Liability:**

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| Bodily Injury Each Accident | \$500,000 |
| Bodily Injury by Disease Policy Limit | \$500,000 |
| Bodily Injury by Disease Each Employee | \$500,000 |

- **Umbrella or Excess Liability:** Additional coverage limits over the general liability, automobile and employers liability including additional insured status and waiver of subrogation in favor of same parties as required by the underlying. All insurance required pursuant to this Agreement, specifically the Umbrella or Excess Liability, shall be obtained by

the Contractor and written to provide coverage on a "Per Occurrence" basis and such insurance shall respond on a primary and non-contributory basis. To the extent a "Per Occurrence" based policy is not reasonably available to the Contractor in the marketplace, the insurance requirements of this Agreement, specifically the Umbrella or Excess Liability, may be satisfied by the Contractor obtaining a "Claims-Made" policy if, and only if, the Contractor provides written notice to the City of Muscatine and the Contractor receives written approval from the same. The Contractor must hereby agree to the above-outlined notice provision as a condition precedent to the Contractor's compliance with the Umbrella or Excess Liability of the Agreement.

Furthermore, and subject to the terms of this provision as outlined above, if a "Claims-Made" policy is obtained by the Contractor, the policy shall have a retroactive date to reflect the commencement of services under the project or before. Additionally, a two (2) year extended reporting period ("Tail") endorsement must be purchased by the Contractor and applied to the "Claims-Made" policy to provide continuing coverage in the event of cancellation of the policy by the Contractor or its insurance carrier.

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| Per Occurrence Limit: | \$3,000,000 |
| Aggregate Limit | \$6,000,000 |

•**Contractors Pollution Liability:** The Contractor, Subcontractor or any Sub-subcontractor shall maintain "Per Occurrence" insurance policy for Contractors Pollution Liability insurance covering liability for bodily injury, property damage and environmental damage resulting from pollution releases arising out of the work or services to be performed under this contract. Coverage shall include affirmative coverage for Natural Resource damages, microbial matter/fungus, odor, silt, and sedimentation. Coverage shall be provided for both work performed on site, as well as during the transport and disposal of materials. Limits of not less than:

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| \$3,000,000 Per Occurrence Limit |
| \$6,000,000 Aggregate Limit |

The policy must include the City, its officers, agents, employees and servants, and others, as additional insured on a primary and non-contributory basis for ongoing and completed operations. The policy must also waive subrogation rights against the City, its officers, agents, employees and servants.

L. Miscellaneous.

1.Delegation and Subcontracting. Contractor may not, without prior written consent of City, delegate or subcontract the performance of the work outlined in this Agreement.

2.Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the services and supersedes all prior negotiations, representations or agreements relating thereto, except to the extent they are expressly incorporated herein. Unless otherwise provided herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by each of the parties.

3.Independent Contractor Status. Contractor, in performing the service, shall be deemed to be an independent contractor and not an agent, employee, partner, or joint venture of the City.

4.Assignment and Subcontractors. Contractor may not assign this Agreement without the prior written consent of the City. No portion of the services to be provided pursuant to this Agreement may be subcontracted without prior written consent of the City.

5.Governing Law. The validity, interpretation, and performance of this Agreement, and the legal relations of the parties, shall be governed by and construed in accordance with the laws of the State of Iowa and the parties hereby stipulate that the County of Muscatine, Iowa shall be the venue of any legal action.

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

7.Notice. 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 Agreement (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 Agreement or otherwise designated by written notice, with copies forwarded to such persons as such party or person may have directed in writing. 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.

8.Severability. The unenforceability, invalidity, or illegality of any provision does not affect or impair any other provision or render it unenforceable, invalid, or illegal.

In WITNESS WHEREOF the parties have executed this Agreement in duplicate on the date first written.

Contractor

City of Muscatine, Iowa



Dick Doyle Excavating

Diana Broderson, Mayor

Attest:

Gregg Mandsager, City Administrator