

CONTRACT
FOR SANITATION SERVICE

This agreement is made this 1st day of December, 2022, between the City of Earlham, hereinafter referred to as "City" and Ankeny Sanitation Inc., hereinafter referred to as "Contractor".

WITNESSETH: That the Contractor covenants and agrees, in consideration of the covenants made herein by the City, to collect, haul and remove solid waste from all properties located within the corporate boundaries of the City, beginning on December 1st, 2022, pursuant to the terms and conditions set forth hereunder and according to the terms of the Earlham City Code, Chapters 105 and 106 and the laws of the State of Iowa. The terms of the Earlham Code of Ordinances will take precedence when there is any question of interpretation or differences of opinion relating to the contract agreement language.

1. DEFINITIONS: For purposes of this contract the following definitions will govern:
 - a. Solid waste is all garbage, refuse, rubbish, trash or other discarded material resulting from domestic activities, excluding construction debris and yard waste as defined by ordinance or statute.
 - b. A residential premise includes any dwelling of less than 6 units, used for domestic purposes, including, but not limited to permanent dwellings and apartments.
2. RESIDENTIAL RATES: The City will pay Contractor \$18.57 per month per residential unit for weekly solid waste collection. This rate further includes weekly curbside recycling in 65 gallon recycling carts and weekly pickup for yard waste April through November.

COMMERCIAL RATES: The City will pay Contractor 95% of all revenues collected from commercial establishments. The City will charge commercial establishments in accordance with a rate structure that provides for a basic fee of \$25.09 to all commercial accounts; said basic fee includes all handstop charges. The City will charge commercial accounts requiring dumpsters on a per yard basis according to individual dumpster capacity needs. The City agrees to charge commercial establishments pursuant to the following rate schedule:

Commercial Rates	Trash	Recycling
95 gallon cart	\$25.06	\$18.46
2 yard dumpster	\$60.23	\$40.35
3 yard dumpster	\$76.54	\$43.82
4 yard dumpster	\$91.59	\$47.27
6 yard dumpster	\$119.19	\$78.39
8 yard dumpster	\$146.80	\$100.29

All revenues collected by the City from residential and commercial establishments pursuant to the above rates shall be due and payable to Contractor on or before the 20th day of each

and every month following the previous month's service unless City and Contractor otherwise mutually agree to alter such mode of payment.

TEMPORARY CONTAINER SERVICE: Contractor shall provide commercial and roll off containers to residents and businesses for temporary use for the convenience of large volume, one-off disposal.

TEMPORARY RATES:

	Temporary	Extra Dump	
3 Yard	\$ 150.00	\$ 100.00	(includes Delivery, 1 Dump, removal, 7 days)
6 Yard	\$ 210.00	\$ 150.00	(includes Delivery, 1 Dump, removal, 7 days)

15 Yard	\$ 450.00	Includes: Delivery, 1 haul to the landfill, 3 tons of disposal. Usage for 7 days (including day of delivery and day of removal)
20 Yard	\$ 450.00	
30 Yard	\$ 500.00	
40 Yard	\$ 550.00	

GARBAGE PICKUP AND DISPOSAL SERVICE: Contractor shall make no less than two (2) pickups per week at all commercial establishments dispensing food or other material that decays, creates odor, attracts flies, or generates other environmental nuisances. All other commercial locations shall be served no less than once per week.

COMMERCIAL HANDSTOP: A commercial handstop will consist of no more than three (3) 30- gallon containers or one 96 gallon cart, for once a week pickup. Any commercial account that requires more capacity shall necessitate a commercial dumpster.

3. **AGREEMENT NOT TO CONTRACT:** The City agrees and covenants that it will not contract with any other individual or firm to provide solid waste removal from residential premises during the term of this contract, and this contractor shall have the exclusive right of residential solid waste removal during the term of this contract.
4. **TERM OF CONTRACT:** The term of this contract will be for five (5) years, provided that the City may, in its sol option, exercise an option to renew this contract for the succeeding year thereafter, by tendering written notice to the Contractor two (2) months prior to the expiration of the current term of the contract. However, notwithstanding and provision contained herein to the contrary, the City may, in its sole option, terminate this contract at any time during the initial 5-year term (or 6-year term, if renewed) upon two (2) months prior, written notice to the Contractor.
5. **AMENDMENTS:** Amendments to the contract may be made by mutual written agreement of the parties at any time.
6. **SOLID WASTE COLLECTION:** The Contractor agrees to provide collection, removal, hauling of solid waste one (1) day per week for each residential unit on Friday. Commercial collection will be on Tuesday or Friday for once weekly customers and Tuesday and Friday for twice weekly customers.

Holiday Information shall be furnished to the City so that said information shall be timely noticed.

Holidays include: New Year's Day	Memorial Day	4 th of July
Labor Day	Thanksgiving Day	Christmas Day

7. **EQUIPMENT:** The Contractor will maintain equipment in a commercially acceptable manner and will conform and follow all City, County, and State regulations pertaining to the sanitary conditions of said equipment.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and telephone number of the Contractor plainly visible on both cab doors. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicle shall be willfully overloaded.

The Contractor may make private collections with the same vehicles used for contract collections provided that such use in no way impairs the delivery of service required under this Contract.

8. **PERSONNEL:** The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of the company and name of employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times.
9. **TERMINATION FOR BREACH:** In the event that either party to this contract shall feel that there has been a breach of contract by the other party, then the party feeling that the contract has been breached shall give notice to the other party of the breach so that such party will have thirty (30) days after receipt of such notice by United States mail to remedy the alleged breach. If such breach is not remedied, the non-breaching party shall have the right to void this Contract on two (2) months prior, written notice to the other party.
10. **CONTRACTOR'S STATUS:** It is mutually agreed and understood that Contractor and employees are not agents or employees of the City.
11. **DUMPING SITE:** During the term of this agreement, the City of Earlham will designate the site for dumping and disposal of solid waste, and said site shall conform to all state and local regulation and statutes governing the same. In the event that there has been any increase concerning the charges for landfill during the term of this agreement, then the parties to this Contract have the right to immediately renegotiate the fee charges to premises under this Contract.

12. **TIME OF ARRIVAL:** The Contractor agrees to arrive in town to begin solid waste removal between 7:00 AM and 7:00 PM, unless Contractor is unable to arrive at the stated times and day because of weather conditions or mechanical difficulties. If the Contractor is unable to arrive at the stated times and day, he shall notify the City Clerk by telephone of his difficulties.
13. **CONTAINER SIZE:** The Contractor will not empty any container larger than the containers provided by the Contractor.
14. **LOCATION OF TRASH:**
- a. Trash picked up at alley if applicable, otherwise curbside
 - b. Yard Waste pickup at curbside
(Yard waste collection is weekly April 1 thru November 30)
15. **NEGOTIABILITY OF COSTS:** The Contractor has the right to renegotiate the costs of services each year in the case of CPI and landfill rate increases not to exceed 5% per annum. Should the City and Contractor fail to reach an agreement on price, this Contract shall become null and void on two (2) months prior, written notice by one party to the other and a substitute Contractor shall be selected by sealed competitive bid.
16. **INDEMNIFICATION:** The Contractor will maintain with the Clerk of the City evidence of liability insurance commensurate with applicable provisions of State law. The Contractor will indemnify, hold, and save the City harmless for any and all claims or demands of whatsoever nature arising from the performance of this contract by the Contractor, his agents or employees.
17. **ADDITIONAL TERMS FOR COMMERCIAL ACCOUNTS:**
- a. Regular bi-weekly schedule for servicing recycling bins so they don't run over.
 - b. Pickup service at all city facilities without cost to City. City shall furnish Contractor with a list of its facilities and their location.
 - c. Appliances \$25.00 each
18. **INSURANCE:** The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout an extension or renewal thereof the following types of insurance in at least the limits specified below:

COVERAGE	MINIMUM LIMITS OF LIABILITY
Workman's Compensation	Statutory
Employer's Liability General Liability	\$2,000,000
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
Automobile Liability	\$2,000,000 each occurrence
Bodily Injury/Property	\$2,000,000 each occurrence
Damage Excess Umbrella Coverage	\$5,000,000

Employer's liability coverage will be required of the Contractor and any subcontractor where any class of employee engaged in work under the contract is not protected under the Workmen's Compensation Statute.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Iowa. Prior to the commencement of work the Contractor shall furnish the City with certificated of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the City. Contractor shall list the City in the loss payable portion of the policy.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands the day and year above written.

CITY OF EARLHAM, IOWA

CONTRACTOR

By _____
Mayor

By _____

Date Signed _____

Attest
City Clerk

Date Signed _____