



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

MEMORANDUM

DATE: March 15, 2023

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, March 15, 2023, Board Meeting

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This month's board meeting is scheduled for Wednesday, March 15, 2023, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6519 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

Regular Agenda Items for Approval

10. **Resolution 03-23-05 – Approval of Bid for P-64: Metro Park West Cell D Liner and Green County Landfill Improvements – Action Item**

The FY22/23 budget includes \$2,800,000 for Cell D development and an additional \$400,000 for additional capital projects, resulting in a total budget of \$3,200,000. In addition to cell construction, the anticipated cost also includes improvements to the closed Greene County Landfill unit and other site improvements. Note that construction oversight, including construction quality assurance and contract administration, is a separate expense.

Three bids were received and opened on February 23, 2023. HDR and Metro Waste Authority (MWA) have evaluated the bids and found all three were responsive and the contractors are qualified to perform the work. Construction would begin on March 31, 2023, and is scheduled for completion in August 2023.

11. **Resolution 03-23-06 – Approval of Construction Oversight, including Construction Quality Assurance (CQA) and Contract Administration (CA), for Metro Park West Landfill Cell D Construction – Action Item**

The Iowa Department of Natural Resources regulations require that a third-party professional engineer, registered within the State of Iowa, observe and submit reports that certify a cell is constructed in accordance with the approved plans and specifications and applicable regulatory requirements. CQA will provide this required oversight, as well as CA, required documentation and certification.

Pending board approval for the award of Cell D construction to CJ Moyna, staff solicited a quote from HDR Engineering, Inc. (HDR) and received a proposal in the amount of \$202,873.00 to complete the contract administration, CQA observation and documentation, testing services, and the final CQA report and regulatory correspondence

12. Resolution 03-23-07 - Approval of Scrap Tire Collection Agreement with Ankeny Sanitation, Inc. (ASI) - Action Item

This agreement provides containers and hauling for the collection of scrap tires from drop-off events for communities in MWA's planning area.



**Board of Directors
2023 Calendar Year**

**Dean O'Connor
Chair**

**Rob Sarchet
Vice-Chair**

Dean O'Connor
Altoona

Mark Holm
Ankeny

Bob Peffer
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Brian Baker
Norwalk

Mark Konrad
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Matt Blake
Urbandale

Doug Loot
West Des Moines

Susan Skeries
Windsor Heights

**Michael McCoy
Executive Director**

**Metro Waste Authority
Board Meeting
March 15, 2023**

MWA Central Office
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309
5:45 pm

Members of the public wishing to attend this meeting in person may do so at the MWA Central Office, where seats will be arranged to allow for social distancing. CDC guidelines will continue to be monitored.

Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 9
5. Consideration of Minutes February 15, 2023, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 03-23-01 - Consideration of November, Financial Statements – Action to Receive and File
7. Resolution 03-23-02 - Consideration of December, Financial Statements – Action to Receive and File
8. Resolution 03-23-03 - Consideration of January, Financial Statements – Action to Receive and File
9. Resolution 03-23-04 – Consideration of February, Monthly Expenditures – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 10 through 13

10. Resolution 03-23-05 – Approval of Bid for P-64: Metro Park West Cell D Liner and Greene County Landfill Improvements – Action Item
11. Resolution 03-23-06 – Approval of Construction Oversight, including Construction Quality Assurance (CQA) and Contract Administration (CA), for Metro Park West Landfill Cell D Construction – Action Item
12. Resolution 03-23-07 – Approval of Scrap Tire Collection Agreement with Ankeny Sanitation, Inc. (ASI) - Action Item
13. Closed/ Exempt Session Pursuant to Iowa Code 20.17.3 to Hold a Strategy Meeting to Discuss Labor Negotiations with Employees

14. Potential Action Item following Closed Session Discussion of Strategy in Regard to Labor Negotiations with Employees.
15. Director's Report
16. Chair's Report
17. General Board Discussion and Other Business
18. Correspondence
19. Adjournment

April Executive/Finance Meeting: April 5, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 12:00 pm.

April Board Meeting: April 19, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

February 15, 2023, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. David Gisch, vice chair, called the February 15, 2023, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Mark Holm, Ankeny - Virtual
John Edwards, Clive - Virtual
Joe Gatto, Des Moines – In Person
David Gisch, Grimes – In Person
Tom Cope, Johnston – In Person
Bill Roberts, Mitchellville – In Person
Brian Baker, Norwalk - Virtual
Mark Konrad, Pleasant Hill - Virtual
Tom Hockensmith, Polk County - Virtual
Gerald Lane, Runnells - Virtual
Matt Blake, Urbandale - Virtual
Doug Loot, West Des Moines – In Person
Susan Skeries, Windsor Heights – In Person

2. Resolution 02-23-01 – Approval of MWA Board of Director Officers for Calendar Year 2023 – Action Item

Moved by Johnston, seconded by Clive, to move agenda item to end of meeting, number 16. Motion carried unanimously by voice vote.

3. Approval of Regular Agenda

Moved by Johnston, seconded by Windsor Heights, to approve the February 15, 2023, board meeting agenda as amended. Motion carried unanimously by voice vote.

4. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

5. Approval of Consent Agenda – Items 5 through 14

Moved by Johnston, seconded by Polk County, to approve the Consent Agenda, items 5 through 14.

6. Consideration of Minutes of January 18, 2023, Metro Waste Authority Board Meeting – Action for Approval

7. Resolution 02-23-02- Consideration of July 2022, Financial Statement - Action to Receive and File
8. Resolution 02-23-03 – Consideration of August 2022, Financial Statement – Action to Receive and File
9. Resolution 02-23-04 – Consideration of September 2022, Financial Statement – Action to Receive and File
10. Resolution 02-23-05 – Consideration of October 2022, Financial Statement – Action to Receive and File
11. Resolution 02-23-06 - Consideration of December 2022, Monthly Expenditures - Action for Approval
12. Resolution 02-23-07 – Consideration of January 2023, Monthly Expenditures – Action for Approval
13. Resolution 02-23-08 - Approval to Hire Heavy Equipment Operator, Medium Equipment Operator, and Light Utility at Metro Park East (MPE) - Action for Approval
14. Resolution 02-23-09 – Approval to extend Compost It! Yard Waste Bag Warehousing and Delivery Agreement – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 15 through 16

15. Resolution 02-23-10 - Approval to Replace Metro Central Transfer Station Scales – Action Item
 McCoy recommended to replace both the inbound and lower tunnel scales at Metro Central Transfer Station (MCTS). The scales are over 10 years old. McCoy reported the current budget includes one scale replacement at MCTS and one at Metro Park East Landfill (MPE) and the second scale at MCTS is budgeted for next year. Staff recommends replacing both scales at the same time to reduce the number of closures for the facility and to replace the MPE scale next fiscal year. The replacement of both scales at MCTS is under budget.

 Moved by Clive, seconded by Des Moines, to approve Resolution 02-23-10. Motion carried unanimously by voice vote.
16. Resolution 02-23-01 - Approval of MWA Board of Director Officers for Calendar Year 2023 – Action Item
 McCoy explained that during last month’s meeting a motion to amend the resolution from 2022 to 2023 was approved, however, a second vote was not made for the slate of officers.

 Nominations were received for Dean O’Connor, Altoona, chair and. Rob Sarchet, Polk City, vice chair. Additional nominations would be accepted from the floor prior to the vote.

Moved by Polk County, seconded by Ankeny to approve resolution 02-23-01 to approve Dean O'Connor, Altoona, as Chair and Rob Sarchet, Polk City, as Vice Chair. Motion carried unanimously by voice vote.

17. Director's Report

McCoy explained that we were planning on buying parts to build a new roll-off truck for Metro Park East (MPE). This has been difficult as parts are not available for up to two years. Staff is vetting out options to purchase a used roll-off that is within the budget of \$215,000.

McCoy reported Metro Waste Authority (MWA) is needing to update our credit card processor permissions. McCoy requested to designate himself as the point of contact who can be the signer for those contracts with any credit card process for MWA. Clive moved to approve this change to MWA's credit card processor account, and Des Moines seconded the request.

Leslie Irlbeck, deputy director, welcomed MWA's new Recycling Administrator Dan Haag.

Irlbeck provided an update regarding a recent Hauler Round Table discussion MWA hosted with haulers from around the Metro. Positive feedback was received. MWA is planning to continue to host Hauler Round Table events throughout the year.

McCoy reported on a recent fire in Iowa that contained PFAS. Haag provided an explanation of PFAS and considerations for handling.

McCoy reported Metro Park West (MPW) has begun pre-bid stages for site improvements.

The March executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, March 1, 2023, at 12:00 pm.

The March board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, March 15, 2023, at 5:45 pm.

18. Chair's Report

No report.

19. Adjournment

Moved by Clive, seconded by Des Moines, to adjourn the February 15, 2023, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:13 pm.

Michael McCoy, Executive Director

Dean O'Connor, Chair

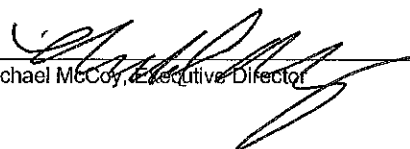
**METRO WASTE AUTHORITY
BILLS PAID IN FEBRUARY 2023**

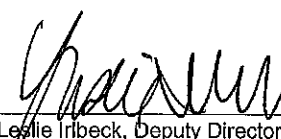
Vendor Name	Services Provided	Amount
A KING'S THRONE, LLC	Building Services	217.50
A TECH, INC.	Security	235.00
ABC PEST CONTROL	Building Services	47.25
ABM PARKING	Parking	5,760.00
ACCESS SYSTEMS	Office printing	775.54
ADOBE SYSTEMS INC	computer supplies/maint/fees	6,329.28
ADVANTAGE LIME & TRUCKING, LLC	Hauler	6,564.10
AMERICAN MARKING, INC.	Office supplies	65.00
ANKENY SANITATION	Waste/drop off/contract expens	371,986.17
ARAMARK UNIFORM SERVICES, INC.	Rags/mats/supplies	814.24
ASPEN WASTE SYSTEMS, INC.	Curbside/drop off/waste coll	2,614.50
ATLANTIC BOTTLING COMPANY	Office supplies	115.72
BETTER BUSINESS BUREAU	Dues/subscription/fee	655.00
BOMGAARS	Parts/small tools/supplies	159.88
BONDURANT, CITY OF	Utilities	107.93
BRICK GENTRY P.C.	Legal fees	2,969.91
CAPITAL CITY EQUIPMENT CO.	Equipment/parts/labor	204.17
CENTURY LINK	Telephone expense	156.01
CFI TIRE SERVICE	Tires	35,014.97
CITY OF DES MOINES	Lease/leachate processing	29,789.20
CITY OF URBANDALE	MWA grant program	3,481.60
CLEAN DES MOINES, INC.	Janitorial services	1,325.00
CLEAN HARBORS ENV. SERVICE INC	Contract disposal	18,063.00
COMMERCE TRUCK & EQUIPMENT SALES LLC	Equipment Purchase	160,915.00
COMMONWEALTH ELECTRIC COMPANY	Site maintenance	13,963.86
COMPETITIVE EDGE	Public information/promotion	15,638.82
CONSTRUCTION & AGGREGATE PRODUCTS	Leachate maintenance/collectio	2,293.38
CR COMMERCIAL ROOFING SERVICES	Bldg repairs/site maintenance	191.25
CRYSTAL CLEAR	Office supplies	28.23
DAN'S OVERHEAD DOORS 4	Building repairs	1,552.80
DENMAN & COMPANY, L.L.P.	Professional fees	3,500.00
DENNIS SUPPLY COMPANY	Supplies	51.93
DES MOINES MOBILE WASH, INC	Preventive maintenance	647.46
DES MOINES REGISTER, THE	Advertising	223.51
DES MOINES WATER WORKS	Utilities	563.09
DEWEY FORD, INC.	Vehicles/maintenance	27.75
DEX MEDIA EAST	Advertising	603.04
DIAM PEST CONTROL	Pest control	655.00
DIAMOND OIL COMPANY	Equipment fuel	554.48
DIESEL LAPTOPS LLC	Diagnostic Computer	9,975.00
DUKE AERIAL, INC.	MRF Equipment rental	2,428.20
EASTERN IOWA TIRE	Third Party Tire/Services	966.00
ECOSOURCE LLC	Well maintenance	6,713.00
ELECTRONIC ENGINEERING CO.	Parts	326.60
ELKHART COMMUNITY BETTERMENT COMMITTEE	Can Redemption	36.40
EXPRESS HOLDINGS LLC	Building Services	85.50
EXPRESS LAUNDRY	Floor mats	77.70
FASTENAL COMPANY	Health/safety	284.08
FERRELLGAS	Utilities/equipment fuel	7,451.67
FIRST CHOICE SERVICES / US COFFEE	Office supplies	212.50
FORCE FITTERS LLC	Employee Uniform	966.35
FOX VALLEY FIRE & SAFETY CO INC	Parts/labor	3,574.00
FREIGHTLINER OF DES MOINES, INC	Parts	4,289.22
GARRY & CONNIE HOWE	Can Redemption	8,173.80
GRAINGER	Parts/small tools/supplies	103.70
GREAT CATERERS OF IOWA	Meetings	1,522.00
GRIMES, CITY OF	Utilities	642.33
GRP & ASSOCIATES	Contract disposal	732.00
HALLETT MATERIALS	Road maintenance	1,056.29
HANIFEN CO. INC.	Parts/labor	1,428.50

Vendor Name	Services Provided	Amount
HDR ENGINEERING, INC.	Engineering services	5,108.52
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO	Medical insurance	615.00
HIBU INC	Public information/promotion	8.62
HIRE QUALITY SOLUTIONS	Temporary labor	1,353.40
HIRE QUEST, LLC	Staffing	9,710.16
HOUSBY HEAVY EQUIPMENT	Parts/labor/preventive maint	9,050.65
HOUSBY MACK, INC.	Parts/labor/preventive maint	944.52
IMWCA	WC insurance	25,221.00
INDEED, INC	Advertising	5,373.46
INLAND TRUCK PARTS CO.	Parts/labor/preventive maint	82.95
INTEGRITY PRINTING LLC	Outside printing	1,033.64
INTERSTATE ALL BATTERY CENTER	Office supplies	86.64
IOWA COMMUNITIES ASSURANCE POOL ADMINISTRATO	Prepaid insurance	1,535.00
IOWA DES MOINES SUPPLY, INC.	Janitorial supplies	96.24
IOWA DNR	SWAP Grant 21-G550-08	1,388.89
IOWA FIRE EQUIPMENT COMPANY	Fire alarm/inspection	1,277.00
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFA	Medical insurance	27,177.58
IOWA METHODIST OCCUP. MEDICINE	DOT px/workers' comp	93.75
IOWA PUMP WORKS	Leachate collection	6,354.80
IOWA REGIONAL UTILITIES ASSOCIATION	Utilities	25.45
IOWA STAFFING INC	Temporary labor	11,155.44
IPERS	Employer's share of IPERS	58,939.56
JIM HAWK TRUCK TRAILERS, INC.	Equipment/parts/labor	512.74
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	Alarm/detection monitoring	267.14
JOHNSTON CHAMBER OF COMMERCE	Dues/subscriptions	475.00
JOHNSTON COMMUNITY SCHOOL DISTRICT	MWA grant program	1,015.28
JOHNSTONE SUPPLY	Parts	258.44
JO-RO ENTERPRISES, LTD	Site maintenance	1,170.00
KABEL BUSINESS SERVICES	Employee benefit expense	8,336.47
KABEL BUSINESS SERVICES	Service fees	72.90
KAL SERVICES, INC.	Yard waste collection	123.26
KENT FARVER	Temporary labor	7,575.00
KNAPP	Site maintenance	1,550.00
KNAPP	Management fee	2,219.59
KOCH BROTHERS	Office supplies	998.31
LRI GRAPHICS	Site maintenance	97.10
LUBE-TECH & PARTNERS, LLC	Equipment fuel	5,202.62
MATERIAL HANDLING INNOVATIONS	Holst/crane inspection	2,249.20
MATTHEW J MCCOY	Safety Consultant	2,160.17
MCCLOUD & CO, INC	Pest control	600.40
MCMASTER-CARR SUPPLY CO.	Leachate maintenance/collectio	103.99
MEBULBS PREMIUM QUALITY LIGHTING	Supplies	585.90
MENARDS-ALTOONA	Supplies	33.87
MENARDS-CLIVE	Supplies	693.88
MENARDS-GRIMES	Supplies	346.98
MHC KENWORTH - DES MOINES	Parts/labor/preventive maint	7,671.18
MID IOWA OCCUPATIONAL TESTING	Pre-employment	1,460.00
MIDAMERICAN ENERGY	Utilities	27,591.28
MIDLAND POWER COOPERATIVE	Utilities	619.18
MIDWEST WHEEL COMPANIES	Parts	2,750.56
MMC CONTRACTORS IOWA, INC.	Bldg repairs/site maintenance	14,568.10
MURPHY TRACTOR & EQUIPMENT CO.	Preventive maintenance	435.67
NAPA DISTRIBUTION CENTER	Parts/small tools/supplies	62.96
NATIONAL MINERALS CORPORATION	Fly Ash	48,052.08
NATIONWIDE OFFICE CLEANERS LLC	Janitorial services	563.03
NMC EXCHANGE LLC	Parts	72.07
NMC INDUSTRIAL SERVICES, LLC	Parts/labor/preventive maint	28.02
OFFICE OF AUDITOR OF STATE	Filing fees audit report	850.00
ONE SOURCE	Background checks	135.00
O'REILLY AUTO PARTS	Parts/small tools/supplies	1,605.36
PAYLOCITY	Processing fee	3,290.75
PER MAR	Security	140.00
PERRY CHAMBER OF COMMERCE	Dues/subscription/fee	250.00
PETERBILT OF DES MOINES	Parts/labor/preventive maint	26.52
PETERSON CONTRACTORS, INC.	Contracted fly ash hauler	25,094.72

Vendor Name	Services Provided	Amount
PRAXAIR DISTRIBUTION INC.	Welding supplies	254.31
PROSPERITY JANITORIAL	Janitorial services	3,610.93
QPS EMPLOYMENT GROUP, INC	Staffing	9,615.38
QUICK OIL CO.	Equipment fuel	163,975.35
RED WING SHOE STORE	Health/safety	400.00
RELIANCE STANDARD LIFE	Insurance premium	4,620.86
ROAD MACHINERY & SUPPLIES, CO.	Parts/preventive maintenance	6,095.70
RSM US LLP	Consulting/prof service/dues	8,213.40
RSM US PRODUCT SALES LLC	computer supplies/maint/fees	2,218.20
SAFETY-KLEEN SYSTEMS, INC	Supplies	500.44
SCHUMACHER ELEVATOR CO	Building Services	480.00
SCOTT'S AUTO GLASS LLC	Parts/labor	830.00
SENECA COMPANIES	Leachate collection	400.11
SIOUX CITY TARP, INC	Parts	1,514.56
SMART CLEAN LLC	Janitorial services	1,280.00
SMITH'S SEWER SERVICE	Repair services	95.00
SMITH'S SEWER SERVICE INC.	Site maintenance	95.00
SOCIAL SECURITY ADMINISTRATION	Employer's share of FICA	43,927.85
SPINUTECH	Website/social media	600.00
STENSLAND SOD	Site maintenance	2,557.50
STEW HANSEN'S DODGE CITY, INC	Vehicle/maintenance	209.91
SUMMIT COMPANIES	Fire extinguisher	215.00
TAB PRODUCTS CO. LLC	Consulting fees	785.01
TARPOMATIC, INC.	Cover material	1,392.57
TESTAMERICA LABORATORIES, INC	Environmental monitoring	6,969.60
THE HOME DEPOT PRO	Office supplies	426.96
THE RESERVE NETWORK, INC.	Tempory Labor	7,800.00
TIFCO INDUSTRIES	Parts/small tools/supplies	2,237.17
TITAN MACHINERY	Parts	50,353.48
TOTER, LLC	Curbside cart expense/repair	11,652.96
TRANE US	Bldg repairs/site maintenance	800.36
TREASURER STATE OF IOWA	Sales tax	16,787.90
TRUENORTH COMPANIES	Dues/subscription/fee	5,000.00
ULINE	Office supplies	304.20
UNIVERSITY OF NORTHERN IOWA	Americorp Host Site	8,000.00
VAN WALL EQUIPMENT	Parts/labor/preventive maint	6,235.14
VANDER HAAG'S INC.	Parts	145.68
VANTAGEPOINT TRANSFER AGENTS	Employer's share deferred compensation	7,994.65
VERIZON WIRELESS	Computer supplies/maintenance	858.49
VERMEER SALES & SERVICE INC.	Parts	8,527.04
WASTE CONNECTIONS OF IOWA	Contract management revenue	11,476.54
WASTE CONNECTIONS, INC.	Waste collection/tire processi	202,869.70
WASTE MANAGEMENT OF IOWA	Curbside/drop off/waste coll	985,156.55
WASTE SOLUTIONS OF IOWA	Building Services	1,000.00
WD DOOR	Building repairs	548.50
WEST BANK	Credit card payment for misc office and travel expenses	13,024.78
WEST BANK	Service fees	109.00
WEX BANK	Equipment fuel	2,691.60
WINDSOR HEIGHTS CHAMBER OF COMMERCE	Dues/subscription/fee	295.00
WRIGHT OUTDOOR SOLUTIONS	Building Services	237.00
XENIA RURAL WATER DISTRICT	Utilities	65.20
ZIEGLER, INC.	Part/labor/prev maint/subscrip	116,782.98
Grand Total		2,800,689.94

The MWA Executive Director and the Deputy Director certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.


Michael McCoy, Executive Director


Leslie Irlbeck, Deputy Director

Metro Waste Authority Board
Monthly Board Meeting
March 15, 2023
AGENDA ITEM 10

ITEM:

Approval of P-64: Metro Park West Cell D Liner and Greene County Landfill Improvements - Action Item

SUMMARY:

The FY22/23 budget includes \$2,800,000 for Cell D development and an additional \$400,000 for additional capital projects, resulting in a total budget of \$3,200,000. In addition to cell construction, the anticipated cost also includes improvements to the closed Greene County landfill unit and other site improvements. Note that construction oversight, including construction quality assurance and contract administration, is a separate expense.

Three bids were received and opened on February 23, 2023. HDR and MWA have evaluated the bids and found all three were responsive and the contractors are qualified to perform the work. Construction will begin on March 31, 2023, and is scheduled for completion in August 2023.

DISCUSSION POINTS:

Cell construction is very sensitive to changes in the cost of petroleum and resins. The plastic liner material and the actual fuel used during construction provide most of the sensitivity.

MWA received the following bids:

- CJ Moyna \$3,694,378.80
- Ryan Central \$4,133,572.80
- Veit and Company \$4,753,686.00

The bid prices noted above also include an allowance of 5% of the total base bid price. For the low bid, CJ Moyna, the allowance is in the amount of \$175,922.80. The allowance is intended for use in small changes or improvements if they come up during the construction process. The allowance is typically largely unused, and the remaining funds are deducted from the total contractor's construction price at the end of the project, lowering the total construction cost.

STAFF RECOMMENDATION:

Staff recommends the Board approve and award the bid to CJ Moyna inclusive of all base bid items in the amount of \$3,694,378.80.

BUDGET REQUIREMENTS:

In addition to the bid price plus the cost of construction oversight, the project is anticipated to be \$500,000-\$700,000 over the budgeted amount of \$3,200,000. Funds are available in the Capital Expenditures account.

ATTACHMENTS:

- Bid Evaluation Letter and Bid Tabulation
- Site Map showing the project work area

CONTACT:

Brian Wambold, disposal operations manager, 515.323.3447



March 2, 2023

Mr. Brian Wambold
Operations Manager
Metro Waste Authority
12181 NE University Ave.
Mitchellville, IA 50169

RE: Bid Review and Evaluation
MWA Project P-64 – MPW Cell D Liner & Greene Co. Landfill Improvements

Dear Mr. Wambold:

At Metro Waste Authority's (MWA's) request, HDR Engineering, Inc. (HDR) has completed a technical review and evaluation of the Bid Forms and supplemental information for the MWA P-64 – Metro Park West (MPW) Cell D Liner & Greene Co. Landfill Improvements project (project), which were furnished to HDR on February 23, 2023. There were three bids received, with total base bid prices ranging from \$3,694,378.80 to \$4,753,686.00. The engineer's opinion of probable construction cost (OPCC) on the base bid was \$2,900,000 which is approximately 21% percent lower than the low base bid. The lowest total bid was submitted by CY Moyna and Sons, LLC (CJ Moyna).

HDR has reviewed the price calculations and summaries on the Bid Forms from all Bidders and found no irregularities, but one error. Bid Item 109 – Allowance should be equal to 5% of the total price of bid items 101 through 108. CY Moyna included their allowance at 2.5% indicating a base bid price of \$3,606,417.40. The error was clarified with CJ Moyna and updated in the attached bid tabulation to correct the base bid price to the updated base bid price of \$3,694,378.80.

Bid item pricing submitted by CJ Moyna was evaluated against industry pricing on previous projects of similar scope and size and against the OPCC. The cost for the Greene Co. toe drain collector system was higher than estimated when comparing to the OPCC. Unit rates for soil hauling on-site were also observed to be higher than anticipated and higher than recent past projects likely due to the recent volatility within the petroleum industry and other construction material factors.

As referenced above, it should also be noted that the project included the requirement for an allowance as a percentage based on total base bid price. Included in CJ Moyna's base bid price of \$3,694,378.80 is a project allowance in the amount of \$175,922.80 that if unused, will be deducted from the project upon final completion through a change order.

The firms submitting bids included many of the firms who HDR would typically expect to bid on a landfill cell construction project in this regional geography and the number of bids received is a reasonable indication of a competitive bidding environment. Each bidder acknowledged the receipt of the one issued addendum.

For the apparent low bidder, HDR also reviewed Section 00 45 10 - Qualifications Statement, provided by CJ Moyna on February 23, 2023. During this review, no significant irregularities or errors were identified

hdrinc.com



and HDR considers the Qualification Statement submitted by CJ Moyna to be satisfactory. HDR reviewed the Bid Bonds submitted by each of the three bidders. Each Bid Bond included a Bid Security of five (5) percent of the maximum Bid price; therefore, the Bid Bond portion of each bid was found to be satisfactory.

CJ Moyna has previously performed work for landfill agencies throughout the State of Iowa with construction of similar cell liner projects. Additionally, HDR has worked with CJ Moyna previous landfill construction projects within Iowa within the last five (5) years. In reviewing the project references included within CJ Moyna's bid, HDR has concluded that CJ Moyna is a relatively large regional firm, which has completed landfill construction projects of a size and complexity similar to MWA Project P-64 in the past five (5) years. Based on the information provided in the bid documents, HDR has concluded that CJ Moyna has the experience and ability to provide the required services (e.g., is a responsible bidder).

Based upon the above technical evaluations and the attached Bid Tabulation, HDR has concluded that CJ Moyna is the lowest, responsive, responsible bidder for MWA's P-64 – Cell D Liner & Greene Co. LF Improvements project.

Please do not hesitate to contact me at (402) 208-0662 if you require additional clarification or information.

Sincerely,
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Austin Broshar', written over a light blue horizontal line.

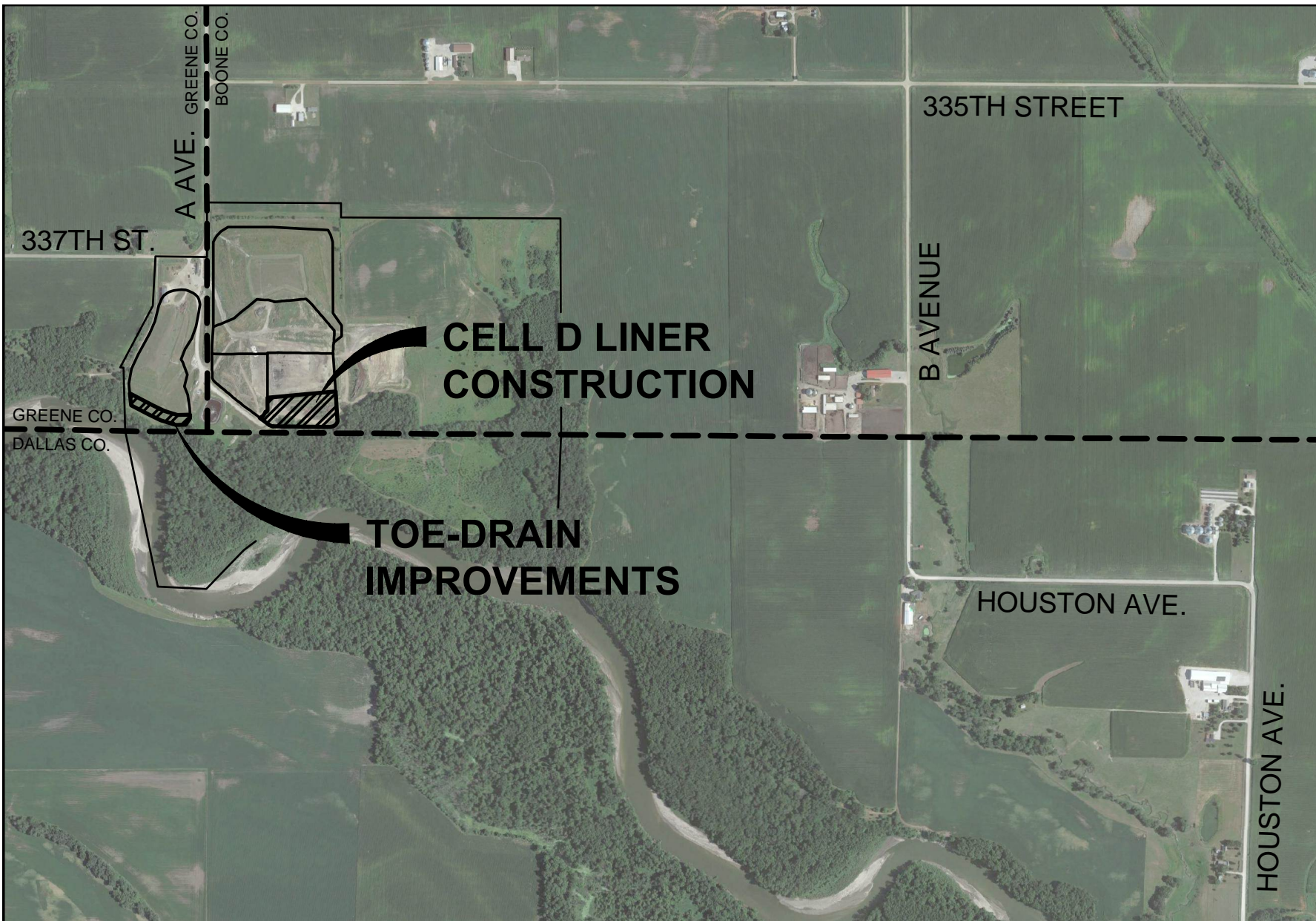
Austin Broshar
Project Manager

Attachments: Bid Tabulation
Site Map

MWA P-64 Cell D Liner and Greene Co. Landfill Improvements - Bid Tabulation

Item No.	Bid Items	Estimated Quantity	Unit	Ryan Central		Veit & Company		CJ Monya	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
101	Mobilization, demobilization, and all work not included in Bid Item Nos. 102 through 108	1	LS	\$ 1,104,000.00	\$ 1,104,000.00	\$ 1,540,000.00	\$ 1,540,000.00	\$ 930,000.00	\$ 930,000.00
102	Construct Cell D Liner and Leachate Collection System	1	CY	\$ 993,000.00	\$ 993,000.00	\$ 1,320,000.00	\$ 1,320,000.00	\$ 1,200,000.00	\$ 1,200,000.00
103	Construct Greene Co. Landfill Improvements	1	CY	\$ 1,455,000.00	\$ 1,455,000.00	\$ 1,340,000.00	\$ 1,340,000.00	\$ 1,090,000.00	\$ 1,090,000.00
104	Construct Perimeter Access Road	1	CY	\$ 100,000.00	\$ 100,000.00	\$ 160,000.00	\$ 160,000.00	\$ 122,000.00	\$ 122,000.00
105	Bulk Excavation to Cell D and Perimeter Road Base Grade Elevations	20,000	CY	\$ 6.70	\$ 134,000.00	\$ 2.75	\$ 55,000.00	\$ 6.60	\$ 132,000.00
106	Structural Fill to reach Cell D, Phase 2 Access Road, and Perimeter Road Base Grade Elevations	11,760	CY	\$ 8.60	\$ 101,136.00	\$ 7.00	\$ 82,320.00	\$ 3.10	\$ 36,456.00
107	Remove and Replace Unsuitable Soils Below Base Grade (Cell D Liner System)	1,000	CY	\$ 14.00	\$ 14,000.00	\$ 20.00	\$ 20,000.00	\$ 1.00	\$ 1,000.00
108	Seeding Disturbed Areas (Install Owner supplied amended topsoil. Install Seed, Fertilize, and Mulch)	2	AC	\$ 17,800.00	\$ 35,600.00	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00
109	Allowance (5% of Total Combined Price of Bid Items 101 - 108)	1	LS	\$ 196,836.80	\$ 196,836.80	\$ 226,366.00	\$ 226,366.00	\$ 175,922.80	\$ 175,922.80
A110	Security Fencing and Gate	2,500	LF	\$ 42.00	\$ 105,000.00	\$ 35.00	\$ 87,500.00	\$ 51.00	\$ 127,500.00
A111	Phase 1 Access Road to Cell D Aggregate Surfacing	1	LS	\$ 194,000.00	\$ 194,000.00	\$ 170,000.00	\$ 170,000.00	\$ 188,000.00	\$ 188,000.00
A112	Tipping Pad Turnaround Area Aggregate Surfacing	1	LS	\$ 31,100.00	\$ 31,100.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
A113	Electrical Line Renovations	1	LS	\$ 31,600.00	\$ 31,600.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
A114	Metering Manhole and Flowmeter	1	LS	\$ 59,900.00	\$ 59,900.00	\$ 27,000.00	\$ 27,000.00	\$ 230,000.00	\$ 230,000.00
A115	Cell B Sump Solar Panel Pump Unit	1	LS	\$ 86,600.00	\$ 86,600.00	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00
A116	Greene Co. Gas Infrastructure Improvements	1	LS	\$ 249,000.00	\$ 249,000.00	\$ 181,000.00	\$ 181,000.00	\$ 70,000.00	\$ 70,000.00
A117	Excavation of Excess Soils to Building Pad Structural Fill	3,000	CY	\$ 8.50	\$ 25,500.00	\$ 6.50	\$ 19,500.00	\$ 6.80	\$ 20,400.00
Total Base Bid Price				\$	4,133,572.80	\$	4,753,686.00	\$	3,694,378.80
Total Base and Alternate Bid Price				\$	4,916,272.80	\$	5,358,686.00	\$	4,464,278.80

ATTACHMENT - SITE MAP OF PROJECT WORK AREA



Metro Waste Authority Board
Monthly Board Meeting
March 15, 2023
AGENDA ITEM 11

ITEM:

Approval of Construction Oversight, including Construction Quality Assurance (CQA) and Contract Administration (CA), for Metro Park West Landfill Cell D Construction

SUMMARY:

The Iowa Department of Natural Resources regulations require that a third-party professional engineer, registered within the State of Iowa, observe and submit reports that certify a cell is constructed in accordance with the approved plans and specifications and applicable regulatory requirements. CQA will provide this required oversight, as well as CA, required documentation and certification.

The award of Cell D construction to CJ Moyna is pending board approval. Staff solicited a quote from HDR Engineering, Inc. (HDR) and received a proposal in the amount of \$202,873.00 to complete the contract administration, CQA observation and documentation, testing services, and the final CQA report and regulatory correspondence.

DISCUSSION POINTS:

Staff is recommending HDR to complete the construction oversight for the development of Cell D. HDR has extensive knowledge of MWA's landfill sites and prepared the design drawings and specifications for Cell D as well as performing similar construction oversight services to MWA on recent cell development projects.

STAFF RECOMMENDATION:

Staff recommends approval of the proposal by HDR to provide construction oversight services for the Cell D project at Metro Park West Landfill.

BUDGET REQUIREMENTS:

The total cost for the construction project and construction oversight services will be between \$3,721,329 - \$3,897,251.80, dependent on the project allowance that typically gets deducted from the total construction contract amount. FY22/23 budget includes \$3,200,000 for the construction of Cell D and miscellaneous capital projects. While the total cost of construction plus construction oversight will be over budget, funds are available in the Capital Expenditures account.

ATTACHMENTS:

- HDR Contract Agreement

CONTACT:

Brian Wambold, disposal operations manager, 515.333.3447



EXHIBIT A

TASK ORDER

This Task Order represents an Agreement by and between the Metro Waste Authority (MWA), (“OWNER”), and HDR Engineering, Inc. (HDR), (“ENGINEER”) in accordance with the Terms and Conditions for Professional Services, dated February 28, 2018, a copy of which are attached. Engineer shall perform services on the project described below as provided herein. This Task Order shall not be binding until it has been properly signed by both parties. By signature of this task order, MWA and HDR agree to the acceptability of this arrangement.

HDR Engineering, Inc. (HDR) appreciates the opportunity to provide this proposal to Metro Waste Authority (MWA) for professional design engineering, bidding assistance, and construction quality assurance and administration services in support of new cell development and infrastructure improvement projects at the MWA Metro Park West (MPW) Landfill.

PROJECT NAME: **MWA MPW Cell D Construction Services – GL Code: 30-5410-001**

Project Scope of Services

Metro Waste Authority | HDR Engineering, Inc.

CELL D CONSTRUCTION SERVICES

Project Statement and Objective

It is our understanding MWA desires to hire an experienced engineering firm to provide comprehensive engineering services related to construction support for new cell development and associated site improvements at its Metro Park West Landfill (MPW) facility.

Based on our conversations with MWA staff, we understand it is MWA’s intention to combine development of Cell D, reconstruction of the Greene County LF toe drain collector, improvements to the groundwater monitoring network, and potentially several smaller miscellaneous site improvement projects into a single construction contract in order to achieve efficiencies and economies of scale.

Scope of Services

HDR will complete engineering design, bidding assistance, and construction support services including the following series of tasks:

Task Series 300 – Construction Phase Services

301 – Construction Contract Administration

302 – Resident Construction Observation

303 – Testing and Analytical Services

304 – CQA Report & Regulatory Correspondence

The following pages outline specific aspects of each task included in this project.



Task Series 300 – Construction Engineering Services

Task 301 Construction Contract Administration

HDR Activities: Review Shop Drawings and Miscellaneous Submittals required by the Construction Documents Project Manual. These include, but are not limited to, Shop Drawings and Miscellaneous Submittals required by the following Specification Sections, as well as other specification sections as needed related to mechanical and electrical disciplines:

- 01 11 00 Summary of Work
- 01 11 20 Job Conditions
- 01 25 13 Product Substitutions
- 01 29 01 Payment Procedures
- 01 31 19 Project Meetings
- 01 33 00 Submittals
- 01 35 05 Environmental Prot. and Special Controls
- 01 50 00 Temporary Facility and Controls
- 01 65 50 Materials and Equipment
- 01 71 23 Field Engineering
- 01 71 24 Geomembrane Electrostatic Leak Location Survey
- 01 73 29 Demolition, Abandonment, Removal and Salvage
- 01 77 01 Closeout Procedures
- 02 65 00 Soils Testing
- 10 14 23 Signage
- 26 05 00 Electrical Basic Requirements
- 31 10 00 Site Clearing and Preparation
- 31 23 00 Earthwork
- 31 23 33 Trenching, Backfilling, and Compacting
- 31 25 00 Soil Erosion and Sediment Control
- 31 32 19 Geotextiles
- 31 32 20 12 mil Scrim Reinforced Geomembrane, if necessary
- 31 37 00 Stone Revetment
- 32 31 13 Chain Link Fence and Gates
- 32 91 13 Topsoiling and Finished Grading
- 32 92 00 Seeding
- 33 34 61 HDPE Geomembrane Liner
- 33 40 00 Storm Drainage System
- 40 05 00 Pipe Plastic

Provide engineering services required for construction contract administration for the duration of the construction activity.



Preparation of bi-weekly progress meeting agenda and meeting notes, and facilitation of the pre-construction conference.

Establish and maintain records of submittals and utilize file sharing system for electronic record storage.

Coordinate, prepare and/or issue field orders, change proposal requests, and change orders.

Additional Contract Administration Services, including:

- Monitor, document and report on Contractor's non-performance.
- Review, verify and approve of contractor applications for payment.
- Prepare design clarifications to the Contract Documents, if requested and necessary. If field conditions dictate the need for additional design by HDR, this would be considered an additional service.
- Prepare field orders, work change directives, change proposal requests, and change orders.
- Coordinate with Contractor regarding submittal timing.

Administer Project Closeout, including:

- Develop substantial completion checklist.
- Schedule and conduct substantial completion inspections.
- Issue punch list.
- Issue substantial completion certification.
- Review final submittals.
- Reconcile all project costs and determine amount of final payments (including lien waivers).
- Provide letter of recommendation for project acceptance and final payment.
- Sales Tax Forms.

Planned Meetings: As outlined in the activities above, HDR will coordinate and facilitate the pre-construction meeting, bi-weekly progress meetings, and pre-installation meetings. Each meeting will be held at the MPW landfill and will be attended by up to two (2) HDR project team members. For purposes of this proposal, a total of twelve (12) meetings are anticipated.

Deliverables: Copies of shop drawings and submittals with appropriate review action uploaded to cloud-based (i.e. SharePoint) project records folder.

Pre-construction conference agendas and minutes.

Bi-weekly progress meeting agendas and minutes distributed to all meeting attendees.



Copies of completed pay requests and change orders for processing by MWA.

Change Order, Field Orders and Clarification, if required.

Contract closeout documentation, including Substantial Completion Checklist, Certification, Punch List, and Letter of Recommendation for Project Acceptance and Final Payment.

Key Understandings: Biweekly progress meetings will be attended by the Contract Administrator and resident project representative (RPR), at a minimum.

Minutes of all meetings will be prepared and submitted to MWA within seventy-two (72) hours of the meeting.

Bi-weekly progress meetings will be held at the MPW Landfill Office.

All construction work will occur in 2023.

MWA will make all decisions on contractual matters and will process and take appropriate action on contractor pay requests, change orders, and other administrative matters.

Task 302 Resident Construction Observation

HDR Activities: HDR will provide construction observation person (resident project representative) during the construction period. These services will consist of the following:

- Preparation of daily and weekly observation reports
- Review of site conditions and document ongoing activities and corrective actions
- Assist in issuing field orders and change proposal requests
- Observe site work and earthwork construction
- Review stored materials for proper storage and payment
- Coordinate with Contractor's testing firm for QA testing
- Verify material quantities associated with contractor's invoices
- Maintain progressive punch list
- Review and document schedule status
- Prepare written summaries of construction quality control and quality assurance documentation provided during this period of service. Field reports and photos will be posted to a SharePoint folder maintained for the project.

A full-time resident project representative (60 hours per week for 16 weeks for a total of 960 hours) has been budgeted based on the contract documents and the level of required oversight.



Planned Meetings: The resident project representative will attend all progress meetings. No additional meetings requiring professional time beyond the 960 hours identified herein are included in this task.

Deliverables: Deliverables for this project include:

- Daily field reports and documentation
- Weekly summary reports
- Supporting documentation for "as recorded" drawings
- Coordination and maintenance of field test reports, survey measurements and quality assurance activities
- Photographic documentation

Key Understandings: Construction will begin approximately on March 30, 2023 and end on July 15, 2023 (16 weeks).

Anticipated duration of on-site RPR activities is 16 weeks with an average of 60 hours per week, equating to 960 hours for the RPR commencing with start of contractor's construction activities. This estimate of effort assumes RPR will be on-site during the period when the contractor is performing work, requiring RPR observation. Reasonable variations in workdays and schedules are anticipated, but no overtime, work stoppages or extended work schedules are anticipated. If additional construction observation is required, it can be provided as an additional service.

In accordance with standard MWA construction contract protocol, all hours worked over 60 hours per week or associated with remedy of non-compliant work or failed tests will be separately tracked for MWA's use in recouping these costs from the contractor.

Quality assurance surveying, testing and documentation preparation will be completed in accordance with the approved Construction Quality Assurance Plan (CQAP) included in MWA's solid waste disposal permit. Quality assurance soil testing and surveying is the responsibility of the Contractor but will be coordinated through on-site RPR.

Quality control/quality assurance surveying will be completed by a licensed surveyor under the construction contractor and reviewed by HDR for compliance with the CQAP and the Cell D liner contract documents.

HDR has assumed a single construction contractor and all of the liner construction work will occur in 2023.

Field oversight will be performed according to the IDNR approved CQAP.

RPR will not authorize any deviation from the contract documents.

The RPR will be responsible for photo documentation of both construction and deficiencies. This duty will include a sufficient number of photographs to



document construction of each construction item; panoramic views; and improvements which will be covered as a result of construction shall be photographed while exposed. Photos shall be uploaded daily to the MWA SharePoint site.

Electrostatic Leak Location testing is included within Task 303.

Additional observations and measurements specified in the CQAP, other than those specifically described herein, will be collected, recorded, and documented as required.

As construction progresses, the testing methods and frequency may be adjusted to account for the materials encountered or utilized to ensure conformance with MWA's permit and CQAP.

Third-party surveyor, to be employed by the Contractor(s), will verify construction is completed to the required elevations.

Task 303 Testing & Analytical Services

HDR Activities:

TEST PAD AND CORRELATION TESTING

The RPR will coordinate preliminary correlation soils testing of the test pad to establish a correlation between nuclear density gauge testing and Shelby tube sample reference tests for both moisture and dry-density, and adjust the pre-established "Acceptable Zone" placement range as necessary to reflect results of this analysis. Testing will be completed by the Contractor's testing agency. HDR will perform analysis of the results to assign the gauge correlation.

Ten (10) Shelby tubes will be pushed for preliminary correlation analysis and holes in the test pad will be filled with granular bentonite as specified in the CQAP. Soil samples for this project will be submitted by the Contractor to their 3rd party testing agency for laboratory analysis.

SOILS, DRAINAGE AND AGGREGATE MATERIALS QUALITY ASSURANCE TESTING

The contractor will perform quality assurance testing required by the CQAP and Contract Documents on the recompacted clay liner, coarse aggregate (including leachate collection system, trench backfill, and access road, as required), and granular drainage layer with coordination and oversight by the HDR RPR.

GEOSYNTHETIC QUALITY ASSURANCE TESTING

Review geosynthetic quality assurance testing performed by the contractor during installation of the 60-mil geomembrane liner systems.



RPR will work with the geomembrane liner installation contractor to identify the locations for collection of destructive seam samples at a minimum frequency of one (1) per 500 linear feet of seam with a minimum of two (2) samples per day.

Coordination for completion of one (1) interface friction test. This test is required by the CQAP and will be completed by the contractor using a subcontractor. This test should be completed prior to construction and will require a sample of the selected onsite soil as well as a sample of the 60-mil HDPE geomembrane. Both samples can be collected prior to the start of construction following the pre-construction meeting.

ELECTROSTATIC LEAK DETECTION TESTING

Complete electrostatic leak detection testing of the 60-mil HDPE geomembrane after placement of the granular drainage layer via subcontracted testing services through HDR's subcontractor.

- Planned Meetings:** No formal meetings are planned for this task.
- Deliverables:** Results from testing.
- Key Understandings:** Oversight and analysis will be performed in accordance with the CQAP and Contract Documents and will include, but is not limited to:
- Hydraulic Conductivity.
 - Moisture/Density Relationship.
 - Atterberg Limits.
 - Gradations.
 - Field Moisture Densities.

Field moisture and density tests will be coordinated and located through the HDR RPR and performed by the Contractor's testing agency at a minimum frequency of five per acre per 6-inch lift and will be completed with a nuclear density gauge.

Destructive geosynthetics testing will be directed by HDR, but completion of these tests is the responsibility of the Contractor.

Task 304 CQA Report & Regulatory Correspondence

HDR Activities: Prepare and submit to MWA record documentation, including but not limited to weekly progress summaries, detailed daily field reports, test data summaries, and record drawings.

Review final survey and as-recorded drawings provided by Contractor.



Prepare a CQA certification report for submittal to the IDNR for the landfill cell expansion. The final certification report will include observations, test results, sampling locations, corrective measures performed (if applicable), relevant records of written correspondence, and other information required to certify the project was constructed in general accordance with the CQAP and that construction meets or exceeds the design criteria and specifications in MWA's current disposal permit and subsequent permit amendments. Furthermore, the CQA certification report will contain a detailed photo log, and record drawings showing liner system elevation contours, geosynthetic panel placement diagrams, and other details deemed necessary to reflect as built construction conditions.

The final report shall include the requirements listed in 567 IAC 113.7(6)"d" and be certified by the CQA Officer.

Planned Meetings: There are no meetings planned specific to this task.

Deliverables: One (1) final engineering certification report for submittal to IDNR in electronic format.

One (1) final Record Drawing set compiled by HDR from Contractor's certification and record surveying to be incorporated in the CQA report.

One (1) hard copy and one (1) electronic copy of the final certification report submitted to MWA.

One (1) draft copy will be submitted to MWA for review within fourteen (14) days of project completion and at least seven (7) days prior to the desired regulatory submittal date.

One (1) photograph log of construction activity including:

- A sufficient number of photographs shall be obtained to document construction of each construction item (i.e. drainage outlet structures, each method of liner anchor trenches, seaming procedures, field testing procedures, etc.)
- Panoramic views of prepared subbase, geosynthetic liner(s), drainage layers, and erosion layer will be included. Improvements that will be covered during construction shall be photographed while exposed.

Key Understandings: Project surveying will be completed by a third-party surveyor to be selected and retained by the Contractor. Project surveyor will provide, at regular intervals in accordance with the project Contract Documents, as-built record drawings of layer thickness, boundaries, geosynthetic panel locations, destructive test locations, trenches, pipe inverts and grades, and other newly constructed features.



Record drawings shall also include the liner layout sheet(s) (including seams, repairs, test samples, etc.) and detail all items which may vary significantly from those of the original design plans.

Project Schedule

HDR is prepared to begin work on this project immediately and will coordinate availability of project team personnel and resources as necessary to meet MWA's desired timeline for construction bid letting and bid award. The table below identifies key milestones in the proposed Scope of Services to accommodate MWA's desired timeline.

Description	Projected Completion Date
Notice of Construction Contract Award	March 15, 2023
Start of Construction	March 30, 2023
Construction Substantial Completion	July 15, 2023
Submittal of CQA Report to IDNR	July 31, 2023
Construction Final Completion	August 15, 2023

Compensation and Fee Schedule

HDR will complete the Scope of Services detailed herein on a time and material basis for all tasks. The level of effort and associated fees for these tasks are highly variable based on the quality of selected contractor, rate of construction work progress, and numerous other unforeseeable circumstances. As such, these tasks (301, 302, 303, and 304) will be invoiced on a time and materials basis to protect both MWA and HDR. A detailed breakdown of our fee by task series is provided as follows:

Task Series Description	Subs	Expenses	Budget
Task Series 300 – Construction Phase Services			\$202,873
301 – Construction Contract Administration	-	\$1,224	\$53,443
302 – Resident Construction Observation	-	\$13,501	\$130,980
303 – Testing & Analytical Services	\$7,000	\$35	\$7,600
304 – CQA Report & Regulatory Correspondence	-	\$47	\$10,850
Total			\$202,873

This Task Order is executed this _____ day of _____, 20____.

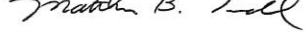
Metro Waste Authority _____

HDR ENGINEERING, INC. _____

“OWNER”

“ENGINEER”

BY: _____

BY:  _____

NAME: _____

NAME: Matthew B. Tondl _____

TITLE: _____

TITLE: Senior Vice President _____

ADDRESS: _____

ADDRESS: 1917 S 67th Street _____

Omaha, NE 68106 _____

Metro Waste Authority Board
Monthly Board Meeting
March 15, 2023
AGENDA ITEM 12

ITEM:

Approval of Scrap Tire Collection Agreement with Ankeny Sanitation, Inc. (ASI)

SUMMARY:

This agreement provides containers and hauling for the collection of scrap tires from drop-off events for communities in MWA's planning area.

DISCUSSION POINTS:

Approximately 40 tons of tires are collected during free scrap tire drop-off events offered by MWA in planning area communities annually. During the events, residents may dispose up to five car/truck tires, for free, to discourage illegal dumping. Three qualified bids were received and evaluated by staff in response to a request for proposal for scrap tire collection issued January 30, 2023.

Bid responses were evaluated using the following criteria:

- Qualifications and experience of the firms in similar activities.
- Ability to provide services within the identified time schedule.
- Equipment and personnel to service, store, collect and/or process.
- Meet the State of Iowa Solid Waste Management Hierarchy (reduction, recycling, energy recovery and landfilling).
- Proposal price. Preference is given to fixed price without surcharges.

Under the agreement with ASI, MWA will pay \$250 per roll-off supplied for a community drop-off event and hauled to the selected processor. Processing fees related to tires collected will be paid for by MWA.

STAFF RECOMMENDATION:

Staff recommends approval of a contract with ASI, for scrap tire collection.

BUDGET REQUIREMENTS:

The expense for hauling and processing of tires collected through the scrap tire events is budgeted annually.

ATTACHMENTS:

- Agreement with ASI for Scrap Tire Collection

CONTACT:

Cassie Riley, public affairs administrator, 515.323.6502

**METRO WASTE AUTHORITY
RESIDENTIAL SCRAP TIRE AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of March, 2023 by and between the METRO WASTE AUTHORITY ("MWA") and Ankeny Sanitation, Inc. (the "Company").

WHEREAS, MWA is conducting a waste tire recycling program for cities throughout Polk County and the cities of Carlisle, Hartford, Mingo, Norwalk and Prairie City, Iowa; and

WHEREAS, in connection therewith, MWA desires to contract with the Company for certain collection, transportation and processing services; and

WHEREAS, the Company is willing to provide such services on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

1. **Retention.** MWA retains the Company to provide the services hereinafter set forth and the Company agrees to perform such services for the fees, and in accordance with all other terms and conditions, hereinafter set forth.
2. **General Duties of Company.** The Company shall provide the following services:
 - A. **Tire Collection.** The Company shall collect tires deposited at designated drop-off sites. Additionally, the Company agrees to collect tires from other locations designated by MWA from time-to-time. MWA and the Company shall cooperate in publicizing restrictions regarding waste tires for recycling.
 - B. **Transportation/Processing.** Transport all tires it collects from the drop-off sites (or the other locations designated by MWA from time-to-time) to the MWA approved disposal site.
 - C. **Record Keeping.** Keep complete and accurate records showing the total weight of all tires collected or delivered for processing. This weight can be derived from certified scale tickets or the following conversions:

Passenger Tires:	20 pounds/tire
Tractor/Farm Tires:	200 pounds/tire
Truck Tires:	120 pounds/tire
 - D. **Rims.** Accept waste tires, which are still on rims.

- E. **Certificate of Destruction.** Within sixty (60) days after any waste tires collected by or delivered to the Company have been processed, the Company shall provide MWA with a written "Certificate of Destruction" which shall show when, where and to whom the material was delivered and what were the end uses (reused, recycled, tire derived fuel, etc.)
- F. **Other.** Perform such other duties as are hereinafter set forth.
3. **MWA Duties.** MWA shall:
- A. Determine the locations at which tires will be deposited for regular collection by the Company and provide the Company with a list of such locations.
- B. Screen all depositors of tires to ensure compliance as to eligible participants and segregation of tires by size and type, if necessary.
4. **Fees.** For all services performed by the Company pursuant to the terms of this Agreement, MWA shall pay the following fees to the Company:
- Residential Scrap Tire Program*
\$250.00 for the placement and removal of 20/30/40 cubic yard containers from designated collection sites with delivery to MWA designated disposal site.
- MWA shall pay the Company fees due hereunder within fifteen (15) days of receipt of invoice.
5. **Disposal Fees.** The fee for disposal at the MWA approved disposal site will be passed through to MWA and will be based on scale tickets and statements provided by Contractor.
6. **No Landfilling.** All tires collected for processing by the Company shall be processed in accordance with the provisions of paragraph 2B above. In the event the Company shall change its plans with respect to marketing the processed material, it shall advise MWA in writing in advance and any such change shall be reflected on any Certificate of Destruction provided to MWA. Under no circumstances shall the Company dispose of any tires collected hereunder (or any products derived from the processing or shredding of such tires) in a landfill.
7. **Compliance.** The Company shall, before commencing services under this Agreement, register with, and obtain a registration certificate from, the Iowa Secretary of State and, further, shall at all times during the term of this Agreement, comply fully with the requirements of Iowa Code Chapter 9B (1993) and all regulations promulgated thereunder.

Additionally, the Company shall comply at all times with all other federal, state and local laws, rules and regulations governing or having application to the duties to be performed by it hereunder.

8. **Office Hours.** The Company shall maintain an office with human supervision for accepting calls and for accepting tires delivered to its facility, which shall be in service between the hours of 7:30 am and 4:30 pm. Monday through Friday. The Company shall employ recording equipment and/or an answering service to receive calls during non-business hours.
9. **Inspection.** MWA shall have the right at all reasonable times to inspect, and to make and keep copies of all records maintained by the Company required to be maintained under this Agreement and, likewise, to inspect the facilities and equipment used by the Company to carry out its obligations hereunder.
10. **Property.** All tires collected under this program shall become the property of the Company when deposited in the Company containers.
11. **Term.** Subject to the terms of paragraph 19, the term of this Agreement shall commence March 15, 2023, and shall terminate February 28, 2026. Provided, however, that MWA may elect, at its sole discretion, to extend the contract for two, one-year successive terms. Additional terms may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

12. **Insurance Bond:**

- A. **Liability Insurance.** The Company shall keep all trucks and motor vehicles used in the performance of this Agreement insured with a minimum public liability insurance of \$1,000,000 for any one person; \$1,000,000 for any one accident; and \$1,000,000 for property damage. The Company shall also maintain a policy of general liability insurance in an amount satisfactory to MWA. The Company shall provide certificates of Insurance to MWA.
- (1) The policy shall fully provide insurance to cover all the Company's operating exposures including any such exposure at any tire collection site, and any other exposure related to picking up of the tires, the operation of vehicles and the delivery of tires.
 - (2) Approval of the insurance by MWA shall not, in any way, relieve or decrease the liability of the Company hereunder, and it is expressly understood that MWA does not, in any way, represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Company's interest or liabilities.
 - (3) MWA, the Company, and each individual member municipality of MWA shall be named as additional insured in these policies for coverage needed only for work as specified in this Agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to MWA and the individual member municipalities of MWA.
- B. **Workers' Compensation Insurance.** The Company shall, at all times, keep fully insured, at its own expense, all persons employed by it in connection with the performance of its obligations hereunder as required by the laws of the State of Iowa relating to Workers' Compensation Insurance and shall hold MWA free and harmless from all liability to any employee of the Company or its agents, who may be insured while performing work or labor necessary to carry out the provisions of this Agreement. The Company shall supply to MWA memorandum policies.
- C. **Property Insurance.** All responsibilities for maintaining property insurance on any premises, structures or equipment owned or operated by the Company remains solely with the Company which may, at its sole option, insure against any other perils, and such responsibility shall remain with the Company until such time as this Agreement is terminated.
- D. **Security.** As security to insure performance of the Company's obligations hereunder, the Company shall submit a performance bond in favor of MWA in the sum of Ten Thousand Dollars (\$10,000) conditioned on the Company's faithful performance of all its obligations hereunder. Such bond shall be issued by a surety company licensed to do business in Iowa

and shall otherwise be subject to review and acceptance by MWA. In lieu of bond the Company may deposit the sum of \$10,000 with MWA. Upon Company's satisfactory completion of its obligations hereunder, MWA shall return said funds to the Company.

13. **Performance of Contract.** The Company shall supply all labor, material and equipment necessary to carry out this Agreement except as otherwise expressly provided elsewhere in this Agreement. The Company agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials, or insurance premiums, or equipment, or supplies and all just claims for such work, material, equipment insurance, and supplies in and about the performance of this Agreement.
14. **Indemnification.** The Company further agrees to take all precautions to protect the public against injury and to save MWA and each individual member municipality of MWA harmless from all damages and claims of damages to persons or property, including damages or claims of damages to or on the sites, that may arise by reason of any negligence of the Company or its agents or employees while engaged in the performance of this Agreement, and will hold harmless and indemnify MWA, and the individual member municipalities of MWA against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss, including reasonable attorney fees, by reason of the failure of the Company in any respect to fully perform all obligations of this Agreement.
15. **Governing Law.** This Agreement is governed in all respects by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.
16. **Notice.** Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:
- If to Company: Attn: Dave Massey
 Ankeny Sanitation, Inc.
 7002 SE Delaware Ave.
 Ankeny, Iowa 50012
- If to Authority: Attn: Cassie Riley
 Metro Waste Authority
 300 East Locust Street, Suite 100
 Des Moines, Iowa 50309
17. **Successors and Assigns.** The Company binds itself jointly and severally, its successors, executors, administrators and assigns to MWA in respect to all covenants of this Agreement, except that the Company shall not assign or transfer any part of its interest in this Agreement or sublet as a whole nor shall the Company assign any monies due, or to become due, without MWA's written consent.

18. **Severability.** All parts and provisions of this Agreement are severable. If any part or provision shall be held invalid, the remainder of this Agreement shall remain in effect.
19. **Termination.** This Agreement may be terminated under the following conditions:
- A. MWA shall have the right to terminate the Agreement in the event of fraud, misrepresentation, or breach of the terms of the Agreement by the Company, or in the event that Company becomes insolvent, is dissolved, or is named as a party in a proceeding under any bankruptcy or insolvency laws.
 - B. MWA shall have the right to terminate the Agreement if the Company does not have all the insurance coverages in full force during the term of the Agreement or if the performance bond or letter of credit required to be provided is, for any reason, revoked or becomes ineffective.
 - C. MWA shall have the right to terminate this Agreement in the event funds available for the waste tire recycling project are exhausted. Provided, however, that MWA shall remain liable for all services performed by the Company hereunder prior to any such termination.
- Except as otherwise provided in this Agreement, the termination of this Agreement by MWA shall be effective immediately upon notice to the Company. Either party may terminate this Agreement if a change in state or federal law or in the ordinances of any local governmental body makes it impossible for the party to comply with both the material terms of this Agreement and the requirements of the state or federal or local ordinance.
20. **Renewal.** MWA shall have the option, at its discretion, to extend this Agreement for two one-year successive terms beyond this agreement. Additional renewals may be negotiated upon mutually agreeable terms. MWA shall exercise its option by written notice delivered to the Company at least sixty (60) days prior to the commencement of the renewal term and shall designate the term for which renewal is made.
21. **Delivery of Solid Waste.** The Company agrees that during the term of this Agreement, all solid waste as defined by 455B.301 of Iowa Code, collected by the Company within MWA's Service Area, will be delivered by the Company to MWA's licensed facilities, including MWA Landfill or Transfer station. For purposes of this Section, Company includes Company's joint venture partners, parent company, Company's subsidiaries, or other solid waste collection companies affiliated with the Company.
22. **Payment of Attorneys Fees.** If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable

attorney fees, in addition to any other legal or equitable relief to which it may be entitled.

23. **Entire Agreement.** This writing is the entire agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

AUTHORITY:
METRO WASTE AUTHORITY

COMPANY:
ANKENY SANITATION, INC.

By _____
Authorized Representative
Executive Director

By _____
Authorized Representative
Ankeny Sanitation, Inc.

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AUTHORITY:
METRO WASTE AUTHORITY

COMPANY:
ANKENY SANITATION, INC.

By _____
Authorized Representative
Executive Director

By *Dave Massey*
Authorized Representative
Ankeny Sanitation, Inc.