

if applicable, six (6) months prior to the expiration date of the first 2-year extension period.

1.3 Payment Terms

- A. The Contractor shall be responsible for billing Shakopee residents directly and offer residents the ability to pay and receive bills electronically. The Contract shall govern the terms and conditions of unit pricing, billing procedures, and other customer service administration.

This Contract requires the base collection fee for refuse (BCF-refuse) to be itemized separately from the disposal fee (i.e., refuse tipping fee). The annual refuse collection and disposal fees are outlined in Appendix C. If actual costs change, annual fee adjustments are allowed based on published indices (e.g., CPI, diesel fuel prices), changes in tipping fees, and the formulae specified in this Contract. Similarly for recycling, this Contract allows the base collection fee for recyclables (BCF-recyclables) to be adjusted if costs in the published indices (e.g., CPI, diesel fuel prices) change.

Any and all rate or fee increases must first be proposed by Contractor and then must be approved by City Council before they can become effective. Any attempt by the Contractor to increase any rate or fee, without City Council approval, shall be null and void, and may subject the Contractor to the default remedies of the Contract. Also, any proposed request for retroactive City approval of any rate or fee increase already imposed on residents may be denied by the City. Fee decreases can be implemented by Contractor without City approval, but must be reported to the City Administrator at least two (2) weeks prior to the decrease.

- B. The Contractor will submit cart fees collected from Shakopee residents as part of the billing to the City quarterly or coincide with Contractor's quarterly billing. The amounts of each cart fee is specified in Appendix C.

1.4 Contractor's Accident Prevention

- A. The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.
- B. The Contractor shall exercise precaution at all times to protect the safety of persons and property.
- C. The Contractor shall immediately notify the City of any accident of any kind, which involves the general public or private or public property which occurs during the performance of this Contract.