

**Service Agreement and Contract Specifications
For Comprehensive Residential Solid Waste
and Recycling Services**

**Between the City of Shakopee, Minnesota
And Republic Services/Allied Waste Services**

Base Term of Contract:

June 1, 2014 through May 31, 2019



**SERVICE AGREEMENT
CONTRACT SPECIFICATIONS
Comprehensive Residential Solid Waste and
Recycling Services**

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**SERVICE AGREEMENT:
TEMPLATE CONTRACT SPECIFICATIONS
Comprehensive Residential Solid Waste and
Recycling Services**

Definitions

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

Administrator	The City Administrator of the city of Shakopee, Minnesota or his/her duly authorized representative.
Automated collection	Refuse, recycling and yard waste collection trucks can be equipped with automated cart lifting devices. Automated collection systems can be “fully automated” with robotic cart lifting arms whereby the driver does not have to leave his truck cab. Automated collection can also be “semi-automated” whereby a collection crew person must manually attach the cart to a lifting device that then mechanically tips the cart’s contents into the truck hopper.
Base Collection Fee (BCF)	Base collection price per this Contract for trash and recycling collection services. The BCF does not include: disposal fees; prices or costs of other services (i.e. yard waste, bulky items, etc.); taxes; or other government or Contractor administrative fees.
Bulky items	Bulky items, bulky waste or other large items shall include all items that are too large or too valuable such that they cannot be collected with the normal refuse service. Bulky items include such materials as mattresses, bed box springs, sofas, couches, large appliances or “white goods” (e.g., refrigerator, freezer, washers, dryers), and other appliances (e.g., dehumidifiers, air conditioners). Bulky items shall not include: non-containerized garbage, loose/scattered trash, or hazardous materials. Other bulky item materials may be mutually agreed upon between the City and Contractor.
Carts	A uniform container furnished by the Contractor and/or the City, in which recyclable, refuse, organics and yard waste materials can be stored and placed curbside for collection as specified by the City and delivered, maintained and inventoried by the Contractor. The Containers shall be made of heavy plastic which have a thirty (30) to ninety (90) gallon nominal capacity and are equipped with a tight fighting lid with a minimum strength of fifty (50) pounds. The color and labeling of the carts must be distinguished from each other.

City	The City of Shakopee, Minnesota a municipal corporation, acting through its duly appointed officers, employees, agents and representatives.
City Council	The City Council of the City of Shakopee, Minnesota.
Code of ordinances	The City of Shakopee Code of Ordinances; inclusive of Section 3.15 of the Shakopee City Code.
Collection service	Collection service is the operating function of trucks and labor to collect a specified material on the route. This does not include the functions of disposal or unloading of material at a facility.
Compostable bags	Compostable bags are required by Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046) for collection of any yard waste that is not contained loose in the yard waste cart. Such compostable bags set outside of the yard waste cart shall be defined as “overflow” yard waste for purposes of this Contract.
Contract	This legal agreement executed between the City and the Contractor. The contract shall include, but not limited to, the RFP document, RFP Addenda, the Contractor’s proposal in response to the RFP, and the Contractor’s response to any City questions. These additional documents are incorporated herein to this Contract by reference. If in conflict, this Contract shall take precedence.
Contractor	The corporation, company, partnership, firm, or individual that is awarded the Contract for refuse, recyclable and yard waste collection and its, his/her, or their duly authorized representatives.
Date of contract <i>(or equivalent words)</i>	The date written in the first paragraph of the Contract Agreement.
Family unit	Any number of individuals living and cooking food together on the premises as a single housekeeping unit.
Finance Director	The Director of Finance of the City of Shakopee, Minnesota.
Mixed MSW Processing Facility	Mixed municipal solid waste processing facility includes the structures and equipment that are designed, constructed, and used to separate, modify, convert, heat, prepare, or otherwise process solid waste so that materials, substances, or energy contained within the waste may be recovered for subsequent use. A facility that is permitted as a transfer station and which is not primarily designed for recovery materials, substances or energy from waste is not a "mixed MSW processing facility" even if some materials, substances or energy are recovered during operations.

Organic waste	Source separated residential compostable waste such as food waste, soiled paper, and household plants that are acceptable to local composting facilities. Excludes pet waste, diapers and other prohibited items to be specified by the Contractor.
Overflow bags	Extra amounts of refuse or yard waste whereby a resident sets “extra” bags of materials that would not fit in the cart. The collection service is generally ordered on an “on-call” basis and residents may need to pay the Contractor an extra fee for collection of such overflow bags.
Pay As You Throw (PAYT)	Variable rate pricing for residential refuse collection service whereby the rate charged for a 30-gallon cart of refuse is less than a 60-gallon cart which is also less than a 90-gallon cart and so on. PAYT rate increments are the percent difference in prices between each level of service.
Prohibited waste from residential refuse	Any hazardous substance, hazardous waste, industrial process waste, commercial waste, building or demolition waste, hazardous hospital waste, yard waste, pollution control waste, potentially infectious medical waste, special wastes, and used oil, all as defined by Minnesota law. Prohibited waste shall also include recyclables, which are properly prepared and placed for collection as recyclables, and other materials as mutually agreed upon between the City and Contractor.
Recyclables	The current list of recyclables is defined with Section 4.1.B of this Service Agreement. Other materials may be added (or deleted) as mutually agreed upon between the City and Contractor.
Refuse	All discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming food, usually called “garbage;” medical waste generated as general household waste; cold ashes; animal waste; and other materials as mutually agreed upon between the City and Contractor. Refuse shall specifically exclude prohibited waste.
Removal	Includes both collection and disposal (or recovery) services. The disposal and recovery (e.g., transfer and/or recycling) services must comply with all specifications in this Contract as well as County policies and State statutes.
Residential unit	Residential dwelling units, including house trailers or mobile homes, used as living quarters for attached and detached family units which receive individual curbside refuse, recycling and yard

waste collection within the designated City service area. A residential unit shall not include hotels, motels, boarding or lodging houses, or apartment buildings. The Administrator shall have the authority to determine the status of a building as a "residential unit".

Special wastes

All wastes, which are not defined as residential refuse. Special wastes shall include, but not be limited to, liquid wastes, hot ashes, construction and demolition wastes, industrial wastes, any items or containers which weigh over fifty (50) pounds, and wastes from business or commercial enterprises. Other materials as mutually agreed upon between the City and Contractor.

Subcontractor

Refers only to a corporation, partnership, firm or individual having a direct contract with the Contractor for performing work in connection with this Contract.

Town home

A town home is like smaller style home, but usually as part of a larger complex, like an apartment building. Town homes can be fully detached or share walls like traditional apartments. Usually a town home is owned as an individual residential unit, although it is part of a larger development complex, and is therefore often defined as an "attached" single-family home.

Walk Up ("Valet")

Special collection of trash from the side of the house or garage. For these stops, the Contractor actually walks the cart(s) down to the curb, empties the cart(s) and walks it back to its original location.

Yard waste

All yard and garden waste items that must be diverted from the landfill in order to comply with the requirements of Minnesota Statutes and County policies. Those items include grass, leaves, pruning, twigs and small branches. Yard waste shall not include, garden waste, table scraps, putrescible waste or garbage, or tree limbs and stumps exceeding four (4) inches in diameter. Other materials as mutually agreed upon between the City and Contractor.

1 GENERAL CONDITIONS

1.1 Contractor's Obligations:

In strict accordance with the terms of this Contract and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, yard waste and organics carts, expendable equipment, supplies, vehicles, transportation services, recyclables collection and processing and yard waste collection and recovery/disposal arrangements required to perform and complete the collection, recovery and disposal of refuse, yard waste, organics and recyclables from residential units within the MUSA (city sewer) limits of the City. The Contractor must arrange for adequate disposal facilities or methods for refuse resource recovery, recycling, organic wastes and yard waste composting as part of the Contract.

- A. The Contractor is obligated to pick up and transport for recovery or disposal of ALL eligible Contract materials during the contract term at the Contract price, regardless of volume generated.
- B. The Contractor is strictly prohibited from mixing any waste from any City residential route with any commercially generated waste.
- C. For informational purposes, the City shall provide the Contractor the initial listing, in an electronic format, of all those residential units within the City of Shakopee which are eligible for City contracted services. Those structures which are not eligible for City services shall not be collected under this Contract.
- D. Said computerized list shall be maintained and updated by the Contractor in electronic format such as Microsoft Excel spreadsheet and/or Access database.
- E. The computerized listing shall be updated each calendar quarter and shall be made available at no cost to the City.
- F. It will be the Contractor's responsibility to electronically maintain and update the collection route maps on a form and format to be agreed to by with City.
- G. The Contractor shall maintain a current record of all residential accounts for:
 - ◆ City-wide refuse;
 - ◆ City-wide recycling services;
 - ◆ Subscription organic waste services; and
 - ◆ Subscription yard-waste services.
- H. Annual Report

The Contractor shall submit an annual progress report to the City by February 1 of each year. The Contractor shall also present a summary of this annual report to the City. This annual report shall include:

- 1) **Program results (year to date):** Performance statistics including:
 - ▶ Number of refuse accounts by service level
 - ▶ Number of refuse overflow bags
 - ▶ Refuse tonnage from residents
 - ▶ Recycling tonnage from residents
 - ▶ Recyclables composition estimates based on actual sorts from Shakopee recyclables
 - ▶ Recycling set-outs and participation rates
 - ▶ Amount of recycling revenue share
 - ▶ Number of yard waste cart subscriptions
 - ▶ Number of yard waste “on-call” or overflow bags set-outs
 - ▶ Number of organics cart subscriptions (starting in 2015)
 - ▶ Number of bulky item “on-call” collections
 - ▶ Refuse tonnages from City buildings and parks facilities
 - ▶ Recyclables tonnages from City buildings and parks facilities
 - ▶ Any recycling rewards or other recognitions
- 2) **Any changes in rates or fees:**
 - ▶ Past rate or fee changes due to CPI or fuel adjustments since the beginning of the Contract
 - ▶ Proposed rate or fee changes due to changes in tipping fees
- 3) **Summary of customer service complaints** (e.g., counts of customer calls by type of complaint, summary of how these were resolved, etc.)
- 4) **Any other notable issues or happenings over the past year** (e.g., changes in service standards)
- 5) **Recommended updates to five (5) year program plan** including:
 - ▶ Next steps in the organic waste plan (e.g., collection pilot)
 - ▶ Annual focus for public education
 - ▶ Any rate changes anticipated
 - ▶ Updated discussion and any recommended changes in the rate schedule to improve the “Pay As You Throw” increments between each refuse service level rate
- 6) **Recommended public education plan for the next year** including:
 - ▶ Production and City approval schedules for annual calendar and quarterly newsletter
 - ▶ Other recycling public education action steps for the next year

1.2 Term of Contract

- A. This contract shall become effective on June 1, 2014, and shall remain in full force and effect through May 31, 2019.
- B. At the expiration of the initial contract term, the City, at its sole discretion, may extend the contract for up to two (2) periods of two (2) years each under prices as may mutually be negotiated for the option years by delivering written notice of its intent to extend the term to Contractor at least six (6) months prior to the expiration date of this Contract or,

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.

- D. The Contractor shall immediately notify the City of any release of vehicle fluids (e.g., fuel, coolant, hydraulic fluid, brake fluid, etc.) or load contents onto City streets or otherwise into the environment.
- E. Upon City's request, the Contractor shall provide the City with a written report including the details of any such accident and the measures used to remedy the accident or clean up any spill.

1.5 Damage to Property

- A. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract.
- B. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or waste, recycling, organic waste or yard waste carts, which are damaged by the negligence or willful misconduct of the Contractor.
- C. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage. If damage occurs during months when repairs cannot be made (e.g., winter for landscape repairs), the Contractor will make arrangements with the property owner within forty-eight (48) hours as to when such repair will be made.
- D. If the Contractor fails to address the repair or replace damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City's for any of its reasonably incurred expenses.
- E. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

1.6 Inspection

- A. The City may appoint such inspectors as it deems proper to inspect the work performed and Contractor's facilities for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the inspectors for the proper inspection of the work.
- B. Inspectors and other authorized representative of the City shall be free at all times to perform their duties.
- C. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the contract.

1.7 Compliance with Laws, Ordinances and Regulations

- A. The Contractor shall be familiar with, observe and comply with all ordinances, laws, and regulations which in any manner affect those engaged or employed in the work, or the

materials, facilities or equipment used in the proposed work, or which in any way affect the conduct of the work, and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on any violation by the Contractor of same.

- B. If the Contractor shall discover any provision in the specifications or the contract which is contrary to or inconsistent with any law, ordinance or regulation, he/she shall forthwith report it to the Administrator in writing.
- C. Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate his/her obligations hereunder, unless said amendments make the completion of this contract impossible.

1.8 Taxes, Licenses and Permits

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or Contractor in connection with the Contractor's facilities and the work included in this contract and shall obtain, maintain and pay for all licenses, permits, certificates of authority, and inspections required for the work during the term of the Contract.

1.9 Independent Contractor

- A. The Contractor shall be responsible for the complete supervision and control of his/her subcontractors. Notice to the Contractor shall be considered notice to the subcontractors.
- B. The Contractor is, and shall remain for all purposes, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City.
- C. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation, which it may obligate itself to pay to any of its employees or consultants.

1.10 Title to Refuse, Recyclables and Yard Waste

Title to all refuse, recyclables, organic waste, yard waste, bulky items and other waste materials and all other incidents of ownership of the waste materials shall pass to the Contractor when such materials are placed into the collection vehicle. Notwithstanding anything to the contrary, in this Contract, title to and liability for any 'prohibited waste from residential refuse,' as defined on page iv, shall at no time pass to Contractor, or onto the City.

1.11 Assignment and Subcontracting

- A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the City, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. Where consent is required such consent not be unreasonably withheld,

delayed, or qualified. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the consent of the City Council.

- B. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered and materials supplied for the performance of the work and to any claims of the City arising out of or under this contract.
- C. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her, his/her subcontract should be immediately terminated by the Contractor upon written notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as he/she is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City. The Contractor and his/her Surety alone shall be held responsible for the full and faithful performance of this contract.

1.12 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not sub-contract any services under this Contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

1.13 Performance Bond

- A. The Contractor shall provide a joint and several performance bond to the City of Shakopee to protect said City, and also to protect anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract, which bond shall be signed by the Contractor and a surety company as surety, and shall be in an amount equal to \$750,000. The bond shall at all times be kept in full force and effect; said surety company shall have a Best Insurance Rating of A or better and a letter so stating shall accompany any Contract forms.
- B. The condition of which bond shall be that the Contractor shall fully and faithfully perform all provisions of the contract and the specifications and shall pay all laborers, mechanics and subcontractors and material men/women, and all persons who shall supply such person or persons, or subcontractors with provisions and supplies for the performance of the contract; provided that the bond shall not be security for money

loaned or advanced to the Contractor, subcontractor or other person in the performance of the contract.

- C. A performance bond continuation certificate shall be delivered to the City at least thirty (30) days before the expiration of the bond. Failure to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute default on the part of the Contractor and shall be sufficient grounds for immediate termination of the contract by the City.

1.14 General Indemnification

- A. The Contractor shall indemnify, keep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, to the extent that any such injury or damage was caused through a negligent act or omission of the Contractor or his/her employees, or his/her subcontractors or his/her or their agents; whether or not the persons injured or whose property was damaged were third parties, employees or the Contractor or employees of an authorized subcontractor; and the Contractor shall at his/her own expense defend the City in all litigation, pay all reasonable attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.
- B. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this contract, for which the City may become liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured.

1.15 CERCLA Indemnification:

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, person injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law, for any release or threatened release of hazardous waste or hazardous substances within any waste material which is:

- A. Improperly collected by the Contractor,
- B. Not properly delivered as specified in this Contract to a mixed MSW resource recovery facility, or

- C. In the case of recyclables, organic waste, or yard waste, not properly handled, collected or delivered for processing by the Contractor in violation of this Contract.

The City will make all reasonable efforts to assure that no unacceptable materials are placed within the solid waste or recycling containers at City buildings.

1.16 Insurance

The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- A. **Workers' Compensation Insurance** - The Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, the Contractor will require the subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the City, including Coverage B, Employer's Liability. Insurance minimum limits are the minimums prescribed by applicable law or the following whichever is greater:
1. Bodily injury by Disease per employee: \$100,000
 2. Bodily injury by Disease aggregate: \$500,000
 3. Bodily injury by Accident: \$100,000
- B. **Commercial General Liability Insurance** - Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
1. Per occurrence: \$2,000,000
 2. Annual aggregate: \$2,000,000
 3. Annual aggregate – Products/Completed Operations: \$2,000,000

The following coverages shall be included:

1. Premises and Operations Bodily Injury and Property Damage
 2. Personal and Advertising Injury
 3. Blanket Contractual Liability
 4. Products and Completed Operations Liability
- C. **Commercial Automobile Liability Insurance** - Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

1. Per occurrence Combined Single limit for Bodily Injury and Property Damage:
\$2,000,000

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

D. Additional Insurance Conditions:

1. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this contract;
2. Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to City;
3. Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
4. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
5. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

E. The City of Shakopee, its agents and employees shall be included as additionally named insureds on the insurance policies required by paragraphs 1.16.B, and 1.16.C.

F. The City reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.

The Contractor and any subcontractor(s) shall furnish certificates of insurance by April 1, 2014 and renewals annually thereafter.

G. The above requirements should not be interpreted to limit the liability of the Contractor under this Contract.

H. This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

I. A thirty (30) day blanket cancellation endorsement shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken.

- J. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the Contract.

1.17 Default and Termination

- A. If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him/her without the written consent of the City Council; or if the Contractor voluntarily files for bankruptcy or is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his/her property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this contract, or that he/she is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the City may serve written notice upon the Contractor and his/her Surety of the City's intention to terminate this contract.
- B. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate and the City may take over and prosecute the work to completion, by contract or otherwise.
- C. In the event of default or nonperformance on the part of the Contractor, the Contractor and its Surety shall be liable to the City for all excess cost sustained by the City by reason of the City. Should such costs to the City be greater; the Contractor and its Surety shall be liable for and pay any amount of such excess to the City.
- D. In the event of Contractor's default under the terms of this contract, all payments due to the Contractor from residential customers shall be retained by the City and applied to the completion of the Contract and to damages suffered and expense incurred by the City by reason of such default, unless the Surety on the performance bond shall assume the Contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such Surety. Thereafter, such Surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the contract.

1.18 Force Majeure

- A. Whenever a period of time is provided for in this Contract for either the City or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, but not strike or lockout.
- B. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

1.19 Liquidated Damages

The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing liquidate damages under these provisions.

- A. Failure to clean up solid waste spilled by Contractor within six (6) hours of oral or written notification: \$50 each instance.
- B. Failure to clean vehicles or dumpsters as provided for in the specifications: \$100 each instance.
- C. Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics \$250 each instance.
- D. Failure or neglect to collect solid waste, yard waste, organic waste, and recycling at those times as provided by this Contract within twenty-four (24) hours from notice by the City, either oral or written: \$50 each instance.
- E. Failure or neglect to provide notice to resident upon solid waste, yard waste, organic waste or recycling refused for collection for cause: \$25 each instance.
- F. Failure to return containers to original location and/or replace lids per specifications at the time the container is emptied: \$50 each instance.
- G. Failure to use equipment specially identified for work under the contract, (paint/decal), for collection or transportation of materials generated from locations or customers not specified for service under this contract. Each day for which a violation continues shall be deemed to be a separate instance of the violation: \$1,000 each instance.
- H. Failure to collect specified solid waste, yard waste, organic waste, or recyclables within the timeframes specified, which are properly prepared and placed for collection: \$25 each instance.
- I. Missing entire blocks/neighborhood. A missed block is defined as a block where residents from at least three (3) households within two (2) intersections of that block or cul-de-sac report that their material was out before 7:00 am, the material was not picked up: \$250 each instance.
- J. District-wide collection not completed. The failure to complete a majority (50% or more) of pickups within the City or collection district on the scheduled collection day without following proper notification procedure: \$2,500 per instance.
- K. Failure to maintain required records: \$250 each instance.
- L. Failure to submit annual report by the deadline specified: \$500 each instance.
- M. Failure to retain specified weight tickets: \$100 each instance.
- N. Failure to execute public education requirements: \$1,500 each instance.
- O. In addition to above, failure or neglect to correct chronic problems will be considered a breach of Contract: \$50 each instance.

1.20 Escrow Account

- A. The Contractor must maintain a minimum cash balance deposit in an escrow account of \$2,500 with the City to be used for payment of any liquidated damages. The escrow shall be deposited in an interest bearing account and any unused portion shall be returned to the Contractor, with any accrued interest, at the end of the Contract period. The accrual of said interest shall begin and end with the commencement and termination of the Contract. The City shall return any unused portion of the escrow, along with accrued interest, to the Contractor within 90 days of the termination of the contract. The Contractor must request the refund be made; however, the City may initiate the payment.
- B. The Contractor shall resubmit money to rebuild the escrow account back up to \$2,500 anytime the balance goes below \$200.

1.21 Communication Procedures to Notify Contractor of a Contract Violation

The City will notify the Contractor in writing and/or orally documenting the nature of any violation of the Contract or other law or rule. The Contractor shall then have the opportunity to address and remedy the issue at which point the City shall determine if a liquidated damage is still appropriate at the City's sole determination. The Contractor shall notify City in writing within twenty-four (24) hours of its remedy, unless the nature of the violation requires immediate remedy i.e. spillage on the road, etc.

1.22 Notices

- A. Any notice or demand required or permitted to be given or made there under shall be sufficiently given or made by facsimile, e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

For the City:

City of Shakopee
Attn: City Administrator
129 South Holmes Street
Shakopee, MN 55379
E-mail: admin@ci.shakopee.mn.us

For the Contractor:

Rich Hirstein
Republic Services/Allied Waste
9813 Flying Cloud Drive
Eden Prairie, MN 55347
952-946-5330
E-Mail: rhirstein@republicservices.com

- B. Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.
 - 1. Notice delivered by messenger, overnight delivery, facsimile, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

1.23 Severability

If any of the provisions of this Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

1.24 Governing Law and Venue

Any suits at law or in equity arising out of or concerning the Contract shall be venued in Scott County District Court, Scott County, Minnesota.

1.25 Right to Require Performance

- A. The City's failure at any time to require performance by the Contractor of any of the specifications in this Contract shall in no way affect the right of the City thereafter to enforce same.
- B. No waiver by the City of any breach of specifications in this Contract shall be taken or held to be a waiver of any succeeding breach of such specifications in this Contract, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself

1.26 Option to Change Service; Amendments

- A. The City shall have the option to change the service provided during the term of this Contract, including, without limitation, changing the types of material collected, the method of handling, collecting, or disposing of the collected waste, yard waste, organic waste or recycling.
- B. The City shall exercise such option by serving written notice to the Contractor at its designated place of business at least ninety (90) days before the date such service change is contemplated to begin.
- C. Immediately after written notice is served, the parties shall enter into good faith negotiations concerning the terms, frequency, and the details of pricing the services that are provided.
- D. Any modification or amendments to this Contract shall be in writing and shall be signed by the parties.

- E. This Section does not apply to changes in solid waste, yard waste, organic waste or recycling volume due to expansion of the number of households in the City or growth in solid waste, yard waste, organic waste or recycling participations.

1.27 Anti-Discrimination

The Contractor agrees:

- A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- B. That no Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause one (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- C. That a violation of this section is a misdemeanor; and
- D. That this Contract may be canceled or terminated by the city, and all money due, or to become due, under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

1.28 Data Practices Act

The Contract to be awarded will be subject to the Minnesota Government Data Practices Act and will include the following provision:

- A. Pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the Contractor. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the City, except as required by the terms of this contract.

1.29 Record Keeping / Audits

The Contract to be awarded will be subject to record keeping and audit requirements and will include the following provision:

- A. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are

relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

1.30 Price Schedule

Unless specified otherwise herein this text, the Contract price schedule for the specified services shall be as itemized in Appendix C.

1.31 Delinquent Accounts

Delinquent accounts shall be defined as those residents who have not paid and are over four (4) months past due. The Contractor will be responsible for collecting all charges from each unit and may not hold the City responsible for any uncollectible charges. The Contractor shall make good-faith efforts to collect all amounts due, including but not limited to: past due notification mailings, phone calls and use of a collection agency. All such efforts shall be documented and paid for by the Contractor.

For residential properties with delinquent accounts where the ratepayer is different from the property owner, the Contractor shall also notify the property owner. This notice shall mention the City policy to allow the Contractor to submit delinquent accounts to the City for consideration, review and approval for the past due amount to be placed as an assessment on the property taxes. At least two (2) weeks prior to mailing, the Contractor shall submit to the City a draft of this notice for City review and approval.

If the amount continues to be delinquent past the four (4) months from the account being declared “past due” by the above entity, the Contractor may submit these delinquent accounts once a year by September 1 to the City for consideration and review. The Contractor shall submit a written request to the City of Shakopee with adequate documentation of the efforts made to collect the past due amounts. The City may then declare the amount delinquent in approximately October each year. If the City determines that a good faith effort was made and that adequate documentation was submitted, the City shall place the amount on the property taxes associated with the property for which the amount is due. The City shall follow all legal practices required by the state and city ordinance to assess the delinquent amount to the property. If the delinquent account is placed on an official City assessment notification list, the City has the right to charge fees to the delinquent account to cover its fees associated with the assessment process.

If the residential account is deemed delinquent, the Contractor may switch the refuse container to the smallest container offered by the Contractor. However, the Contractor may not suspend refuse and/or recycling services to the delinquent account.

2 SPECIAL CONDITIONS

2.1 Customer Service

- A. The Contractor shall establish and maintain a local phone number to which the public and City personnel may call or send inquiries and complaints, and from which the public and City personnel may receive information and instructions.
- B. The Contractor shall also include in public education literature the City phone number and email address(es) for residents to contact if they need further information or if they need to submit a customer service complaint to the City.
- C. The Contractor shall provide the Administrator with information concerning the location, telephone number(s), email address(es), website(s) and mailing addresses of the customer service office established above, the garage and maintenance facilities, the solid waste, yard waste, organics and recycling processing facilities, and any other facility that will be used in the provision of services under this Contract.
- D. The Contractor shall provide the Administrator with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such persons shall be available to discuss, and if necessary meet with City personnel to resolve problems.
- E. The Contractor shall provide the City with at least one (1) telephone number, which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.
- F. The Contractor shall equip such office with a sufficient number of telephones and personnel to accommodate the residents' inquiries, and shall provide management personnel to supervise such office during collection hours.
- G. Except as otherwise directed by the City, customer service shall be available at least between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, except during holidays.
- H. The Contractor shall provide a single local or toll-free telephone number, email address and website address for customer use. The City may publicize the Contractor's customer service telephone number, email and website address.
- I. Phone calls to the Contractor must be answered, on average, by a "live person" rather than a recording within one (1) minute of call connection or roll over to an answering machine/voice mail system to leave a message. The Contractor may have music or City-approved educational information during the one (1) minute delay. Reasonable "prompts" may be used upon review by the City. Return calls to voice mail messages must be returned within four (4) hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 8:30 a.m. the next business day. Recorded messages of the Contractor shall request a

daytime phone number where the caller can be reached. Contractor may also request a daytime email address for customers in addition to a daytime telephone number.

- J. The Contractor shall provide the City of Shakopee with specific information electronically for a quarterly brochure/newsletter, agreed upon by the City, to all Shakopee customers with information on contact numbers, recycling, yard waste organic waste and refuse updates, informational tips and any changes in the law and the like.
- K. Upon reasonable notice, and during regular business hours, the City shall have the right to visit and inspect any of the Contractor's facilities used to provide services pursuant to this Contract.
- L. The Contractor shall, at a minimum, provide information about refuse, recyclables, yard waste, and bulky item collection and preparation instructions on the required annual calendar, and the Contractor's website for Shakopee.
- M. The Contractor will develop an annual public education plan for review and acceptance by the City that may include other specific community outreach activities such as: presentation before the Shakopee City Council, presentation before the City's Environmental Advisory Committee, presentations to community groups (such as, senior organizations, League of Woman Voters, town home associations, Boy and Girl Scouts, etc.), presentations at schools, display booth and demonstrations at Environmental Fairs, County Environmental meetings, County Fairs, hosting tours of the Contractor's recycling centers, and distribution of a Contractor produced single-stream recycling video on DVD or similar media that shows the "how" and "what" to recycle and how sorting works at a recycling center.
- N. Before March 1, 2014, the Contractor will develop and submit to the City a specific town home rate communication plan to educate and help town home residents better understand the new town home refuse and recycling rate structures as well as residents ability to lower overall costs with increased single sort recycling services. This plan will include, but is not limited to: educational flyers/brochures, website updates, and meetings with town home associations with Contractor representatives.

2.2 Employees and Conduct

- A. The Contractor shall use care and diligence in the performance of this Contract and shall perform all collection and disposal services required by this Contract in a neat, orderly, and efficient manner.
- B. The Contractor shall provide neat, orderly, and courteous personnel for its collection crews and shall provide courteous and knowledgeable personnel for its customer service office.
- C. The Contractor shall prohibit its drivers and crew members from drinking alcoholic beverages or using any controlled substance, except pursuant to a doctor's prescription, while on duty, or in the course of performing their duties under this Contract.

- D. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the services under this Contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.
- E. All of the Contractor's permanent collection employees working within the City shall be required to wear a work uniform including a shirt or jacket clearly indicating that the employee is employed by the Contractor.
- F. All of the Contractor's vehicle operators working within the City shall carry valid Minnesota state driver's licenses for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

2.3 Vehicles

- A. All vehicles and equipment used in the performance of this Contract, shall be wholly owned by the Contractor; provided, leasing or rental agreements or conditional sales contracts may be allowed where approved by the City, in writing, prior to execution of this Contract. The vehicles and equipment to be used in performance of this Contract as submitted with the Contractor's Contract and are made part of this Contract by reference.
- B. No further encumbrance shall be placed upon any of such equipment without the approval of the City, save that the Contractor may, without consent, mortgage or otherwise encumber said vehicles, equipment and facilities for the purpose of enabling the Contractor to replace the same or add thereof.
- C. All vehicles used within the City of Shakopee for collection and transportation equipment shall be numbered and shall have the Contractor's name and telephone number painted in letters of contrasting color, at least four inches high, on each side of each vehicle, and the number painted on the rear. No advertising on collection and transportation equipment shall be permitted other than the name of the Contractor.
- D. All collection and transportation equipment used by the Contractor shall be kept in a clean and sanitary condition and shall be flushed or swept out. Such flushing or sweeping shall be conducted in a manner approved by the County and State so that none of the material from the equipment is released into the storm water sewer system or otherwise released untreated into the environment. All collection and transportation equipment shall be steam cleaned (weather permitting), inside and out, at least once each week.
- E. All of the Contractor's vehicles operated within the City shall be maintained and operated to prevent nuisances such as leaks, spills or blowing litter.
- F. All vehicles shall be equipped with appropriately designed hoppers to reasonably prevent wind-blown litter from escaping into the environment.

- G. All vehicles must be equipped with the necessary tools and supplies for cleanup of any materials accidentally spilled during any and all loading and collection operations. These tools and supplies shall include, but may not be limited to: shovel, broom and absorbent product for soaking up liquid spills.
- H. The Contractor shall use and operate trucks that fully comply with all road weight restrictions including the City's own spring weight restrictions. Secondary or "back-up" vehicles will be used during spring road weight restrictions or other periods as needed to comply with such spring weight restrictions. The Contractor shall obtain a City street map of these spring road weight restrictions from the City's Department of Public Works. The Contractor shall adjust the maximum number of refuse or recycling stops (i.e., set outs) collected according to the season and the current City road weight restrictions. The Contractor shall provide the City with a schedule of these "maximum stop counts" by season, by type of route.
- I. All of the Contractor's trucks used in the City of Shakopee will have on-board scales to estimate the gross vehicle weight (e.g., *Air-Weigh* scales). The City shall have the right to inspect the Contractor's route logs and on-board scales at any time with reasonable prior notice.
- J. From the start of the Contract, all Contractor trucks will include the necessary Radio-Frequency Identification (RFID) reading and data recording equipment to implement the City-specified RFID system. This equipment will include, but not be limited to: truck mounted RFID scanners (i.e. RFID reader), antennae and on-board computers on vehicles serving this Contract. (The City will provide RFID ready refuse and recycling carts.)

2.4 Routing and Collection Schedule

- A. The City shall be divided into five (5) sectors for the purpose of collecting refuse, recyclables, organic waste and yard waste. Each sector shall be scheduled to receive all collection services on the same day (with recyclables collected every other week). Appendix A-1 to this Contract provides general maps of the City's current collection sectors and weekly schedule.
- B. Refuse collection services shall be provided once per week, Monday through Friday, year round to all designated residential units within the City's corporate limits. Recyclables shall be collected on the same day as refuse, but every other week. Yard Waste collection shall be provided on the same day as refuse, once per week, Monday through Friday, from approximately mid-April until the week prior to Thanksgiving, or such time as winter curtails yard waste season. A timeframe will be allotted for holiday tree and wreath pickup in the months of December and January. Starting and ending collection dates shall be with the mutual concurrence of the City. The Contractor shall not suspend operations during the operation periods of time without the written authorization of the City.

- C. If any changes in the collection sectors are proposed, by November 1, 2013 the Contractor shall submit for City approval a detailed collection route map indicating the areas in the City proposed to be collected for each day of the week within the designated sectors. The proposed routes shall be designed to minimize the changes to collection days for residents and the existing truck route system, and assure geographic continuity. The City shall approve the proposed route map in writing as soon as practicable after it has received the Contractor's proposed map. If rejected by the City, the Contractor shall then submit a new map for acceptance or comment as soon as practicable. This process shall continue until an acceptable map is submitted, but no later than March 1, 2014.
- D. The current alley route map(s) is attached in Appendix A-1. The Contractor may propose an alternate route schedule for areas of the City with frequent alley collection. The proposed new alley routes should minimize changes to the collection days for residents, disruption to the existing truck route system and optimize geographic continuity throughout the City. The intent of second tier of collection zones in the alleys is to allow the Contractor to provide collection in the alleys in the most cost effective manner. The City shall approve the routes submitted, or may suggest amendments thereto prior to approval, under the process set forth in (C) above.
- E. Upon approval of the routes, and if there are any changes to any residents' collection days, the Contractor shall at a minimum, produce and pay for a full page map to be published in the City's designated legal newspaper and post on the Contractor's and City's websites during the months of May and June, 2014. The map shall delineate the new collection sectors and highlight any changes to residents' collection days. General information about the service shall accompany the map.
- F. In addition the Contractor shall provide the City with color map(s) delineating the collection sectors that can be copied and distributed to the public on an 8 1/2 x 11 inch format.
- G. The Contractor may, from time to time, submit its written request to the City Administrator to amend the approved schedule and collection sectors.
- H. Such a request shall include a proposal for specific changes, together with a detailed explanation concerning the reasons for changing the sector boundaries or collection schedule.
- I. In its sole discretion, the City may grant or deny the Contractor's request to change the sector boundaries or collection schedule for any or all areas served by the Contractor under this Contract.
- J. Any change of the sector boundaries or the collection schedule shall be approved by the City at least sixty (60) days before such changes may become effective.
- K. If the City approves any change of the sector boundaries or the collection schedule, the Contractor shall design, print and distribute a written letter to each household affected by the changes to explain the reasons for the changes and the date on which the change will

become effective. The content and distribution of any such letter shall be subject to the City's prior written approval.

- L. Such letter of explanation shall be distributed by the Contractor to arrive at each resident's house at least two (2) weeks prior to the effective date of any service changes.
- M. If the City approves any change of the sector boundaries or the collection schedule, the Contractor shall, at its own expense, take out an ad to be published in the City's designated legal newspaper and post on the Contractor's and City's websites during the month prior to the effective date of the change to describe the change to residents.
- N. During the first week following any City-approved change in the collection schedule, the Contractor shall operate its collection vehicles on the previous collection schedule in addition to the new schedule.
- O. During the week following the change, the Contractor shall attach a notice to carts of any resident that has set out their cart on the old collection day schedule.
- P. During the second and third week following any City-approved change in the collection schedule, the Contractor shall immediately respond to complaints concerning missed collections from residents who are confused by the new schedule if such residents will have to wait longer than two (2) days for collection.

2.5 Extended Leave / Suspended Collections (aka "Snow Bird" Policy)

A resident that is absent from his/her residence for a period of thirty (30) consecutive days or more may qualify to temporarily stop City contracted refuse and recycling services, including payment obligations. It is the resident's responsibility to contact the Contractor to request the temporary stop and provide stop and restart dates at the time of the request.

2.6 Other Residents May "Opt In" to City Contracted Service

Other residents outside of the City's sewer service area (MUSA) and residents in buildings larger than triplexes may elect to "opt in" to the City-contracted services on a voluntary basis. The rates, definitions and other specifications for collection services for residents that "opt in" will be treated the same as other properties within the service area.

2.7 Holiday Collection Schedule

When a holiday falls on a collection day for any given route, the solid waste, yard waste, organic waste and recyclables will be collected on the following day. Each subsequent collection day will be delayed one (1) day until the end of the week in which the holiday fell. For the purpose of the contract the following are recognized holidays:

- ◆ New Year's Day
- ◆ Christmas Day
- ◆ Memorial Day

- ◆ Independence Day
- ◆ Labor Day
- ◆ Thanksgiving Day

2.8 Hours and Standards of Collection:

- A. The Contractor shall not begin its collection operations within the City before 7:00 a.m.
- B. The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this Contract without respect to adverse conditions, breakdowns, strikes, or similar hindrances.
- C. The Contractor's crew shall perform collection services with as little noise, disturbance, and disruption to the City's residents as possible.
- D. The Contractor shall collect all properly prepared refuse, recyclables, organic waste, yard waste and other contracted materials (e.g., bulky items) from the designated collection point. The Contractor is not required to collect any items that are not properly prepared. Proper preparation is specified for each collection service below.
- E. Residents shall place disposal units at the curb line (or in those areas on alley routes or without curbs, close to the edge of the alley line or pavement), to facilitate collection by the Contractor.
- F. The Contractor shall use best efforts to close all cart lids, return all empty carts at each stop to the general location at which they were found. Empty carts shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty cart will block a driveway or sidewalk or fall or roll into the street.
- G. The Contractor shall handle all carts with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the debris in a workmanlike manner. A broom and shovel shall be required as standard equipment on each vehicle.
- H. The City shall enact and reasonably publicize and enforce all ordinances and any additional instructions for residents which may be necessary to achieve compliance with the requirements of this Contract by anyone within the City, including residents.

2.9 Contractor Records

- A. The Contractor shall maintain, separate from all other records and accounts, complete records pertaining to the performance and administration of this Contract. The Contractor shall also submit monthly reports in to the City the actual tonnage of recyclables, refuse, organic waste and yard waste as required by the City. Said records and accounts shall at all reasonable times be open to inspection by the City and its agents.

- B. The Contractor shall maintain records as to the number of households that set out recyclables by truck route where RFID technology is used. These set out counts shall be recorded by the Contractor at the time each load of recyclables is tipped for unloading along with the weight. Thus, the route data for that load shall include: date, time, tonnage, number of households setting out recyclables collected for that load, and total number of households served (including those households not setting out recyclables). The route log will also include, as needed, any other driver comments or notes about special conditions or circumstances encountered on that route. Where RFID technology is not used, the Contractor shall perform a periodic route audit (e.g., at least once per year) to provide an estimate of participation and set-outs by truck route.

2.10 Public Education

- A. During the term of this Contract, the Contractor shall use a City approved notice to inform residents of any and all reasons why the Contractor may not have collected all waste, yard waste, organic waste or recyclable materials placed the curb. The notice shall be designed and printed by the Contractor and shall indicate the reason waste material was not collected. The notice shall include the name, telephone number, e-mail and website address of the Contractor. The notice may have a check-off format listing the most common mistakes in preparing waste material for collection. The notice shall be designed to attach to the uncollected waste material in a visible manner (e.g., adhesive back, tie-on tag, etc.).
- B. The Contractor shall cooperate with the City and civic organizations service City residents in educational activities to promote citizen awareness of the residential solid waste, recycling, organic waste and yard waste programs, including, but not limited to facility tours, quarterly newsletters, and participation in special events.

2.11 Refuse and Recyclables Carts

- A. The City will be responsible for the costs of transport of new carts from the cart manufacturer to a designated distribution point in the City of Shakopee (or at an alternative site mutually agreed to by both parties). The Contractor shall then, at its cost, deliver each residential unit a refuse and recycling cart. The Contractor shall list a customer service contact phone number, email and website address on the cart at a location mutually agreeable to the contractor and the city.
- B. The refuse and recycling carts shall have the City's name, logo and City's website address, on at least one (1) side of the cart.
- C. Each refuse cart shall be delivered complete with a solid waste instructional brochure provided by the Contractor explaining what materials are acceptable and prohibited and how to best prepare the materials for set-out. These resident instructions shall assist the Contractor in the performance of their work and to inform and educate the public.
- D. Each recycling cart shall be delivered complete with a single-stream recycling brochure provided by the Contractor explaining what materials are acceptable and prohibited and

how to best prepare the materials for recycling. These resident instructions shall assist the Contractor in the performance of their work and to inform and educate the public.

- E. Refuse and Recycling carts and the single-stream brochure shall be delivered throughout the term of the Contract to any newly constructed home(s) and to any newly annexed properties/sub-divisions that have been certified by the City to be included in this Contract.
- F. Lost and stolen refuse and recycling carts shall be replaced by the Contractor.
- G. The Contractor is responsible for; assisting the City with ordering carts and spare parts for carts; assembly of carts; delivery of carts to households from the distribution point; storage of excess inventory of carts and spare parts (i.e., provide “warehouse” services); repair or replace damaged carts; manage all aspects of warranty repairs and excess inventory; cart maintenance; and ongoing distribution of the carts. Cart distribution services would include both the initial cart rollout and ongoing cart replacements (i.e. new customers, service changes, replacement of damaged containers, etc.) during the term of the Contract.
- H. The Contractor may charge a resident customer a reasonable replacement or repair fee if the resident misuses or abuses their refuse or recycling cart or fraudulently reports a lost or stolen cart. The City shall be notified in writing of any such incident including sufficient details (e.g., address, date, reason for replacement, etc.).
- I. Unless specified otherwise herein this Contract body text, the Cart Management Plan for the specified services shall be as itemized in Appendix D.

3 REFUSE COLLECTION, PROCESSING AND DISPOSAL-SPECIFICATIONS

Refuse collection, processing and disposal operations must meet City requirements.

- A. The Contractor must provide for processing of all refuse collected under this Contract as per Minnesota Statutes (M.S. 115A.471 and M.S. 473A.848) and related Scott County ordinances and policies.
 - 1. The Contractor must document its planned arrangements for such refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. The Contractor must maintain a current and active subcontract(s) on file with the City that requires the refuse collected from City residents under this Contract is processed pursuant to said Statutes and policies. The refuse processing subcontract must provide written certification from the resource recovery facility that the City’s residential refuse collected under this contract is being processed pursuant to said Statutes and policies. If used, the

transfer station subcontract must also provide written certification that the City's residential refuse is delivered to this resource recovery facility.

2. The Contractor will bring all refuse to Resource Recovery Technologies, LLC, - Shakopee, MN, refuse processing facility.
3. If a transfer station is used, the Contractor must submit the transfer station service subcontract to the City.
4. The Contractor shall not deliver the City's residential refuse to a landfill, or transfer station that redirects the City's refuse to a landfill, without 60 day prior written permission of the City.
5. This subcontract must allow the City to inspect the resource recovery facility and, if used, transfer station with reasonable notice to assure that the refuse is being processed pursuant to this Contract, the said Statutes, and County policies.
6. The Contractor shall maintain truck weight scale receipts for all refuse loads collected under this Contract delivered directly to a resource recovery facility or, if used, transfer station. If a transfer station is used, the transfer station subcontract must also require truck receipts of the larger transfer trailer loads delivered to the resource recovery facility.
7. The Contractor shall not deliver any waste collected under this Contract to a land disposal facility or transfer facility where the waste will subsequently be moved to a land disposal facility without prior written permission from the City.
8. This Contract requires disposal costs to be explicitly itemized separate from collection fees. Future changes in refuse disposal tipping fees at the designated resource recovery facility and/or transfer station will be the basis for any annual adjustments to the Contracted refuse disposal costs. The disposal cost portion of the refuse fees shall be adjusted on an annual basis proportional to the change in tipping fees, whether they increase or decrease from the previous year or base period.

Refuse collection operations under the new Contract should be very similar to the previous system. Refuse collection and disposal system requirements include (but are not limited to):

- B. Weekly collection from 30-gallon, 60-gallon, or 90-gallon wheeled refuse carts. The color and labeling of the refuse carts must distinguish them from the recycling carts, organic waste carts, and yard waste carts.
- C. Refuse trucks equipped with fully automated lifting mechanisms are preferred but not required by this contract.

- D. Residents may set out extra “overflow” bags of refuse if they do not fit into the resident’s refuse cart (with the lid fully closed).
- E. Graduated rates for refuse disposal costs are specified for the 30-gallon, 60-gallon, or 90-gallon cart sizes in Appendix C
- F. In general, refuse shall be collected curbside, with some alley side collection on selected streets.
- G. Spring road weight restrictions require some of the households to be served alley side to seasonally switch to curbside during these spring months. It is the responsibility of the Contractor to properly educate residents of the dates of the switch from alley to curbside collection as well as the switch back to alley collection.
- H. This Contract requires that residential refuse collected from Shakopee under this Contract will be kept separate from other materials. Shakopee loads of residential refuse shall be weighed on designated truck scales and weights reported to the City. The Contractor shall retain truck scale weight tickets for City inspection upon request.
- I. Refuse carts will be owned by the City.
- J. It is the Contractor’s responsibility to provide a specific list of residential instructions for preparing and setting out refuse carts and overflow refuse bags.
- K. The Contractor must clearly summarize their customer service plans, including lines of communication with City residents and City staff.
- L. 90% of BCF-Refuse will be allocated to non-fuel costs and 10% of BCF-Refuse will be allocated to fuel costs.
- M. Residential fees related to refuse disposal are outlined in Appendix C.

4 RECYCLABLE COLLECTION AND PROCESSING-SPECIFICATIONS

Recyclables shall be collected by the Contractor on a City-wide basis to all eligible residential units served under this Contract. Residents may choose to set out properly sorted and prepared recyclables during any designated recycling collection day as per the City-established recycling collection routes and schedule.

Single-stream recyclables shall be collected every other week as per this Contract and the standards established by the City. Eligible City residents will be required to use the City-designated wheeled, lidded recycling carts for storage and curbside collection.

The City will implement a “single stream” recycling program starting operations on June 1, 2014. Single-stream recyclables collection and processing system requirements include (but are not limited to):

- A. Every other week (“EOW”) recyclables collection from a 90-gallon wheeled recycling carts. The color and labeling of the recycling carts must distinguish them from the refuse carts, organic waste carts and yard waste carts.
- B. Recycling trucks equipped with fully automated lifting mechanisms are preferred but not required by this Contract.
- C. Single-stream recycling will be offered to all customers.
- D. All recyclables will be taken to the Contractor’s Inver Grove Heights recycling processing facility. The Contractor may not switch to a different recyclable processing facility without prior 60 day written notice and approval of the City.
- E. This Contract requires that residential recyclables collected from Shakopee under this Contract will be kept separate from other materials. Shakopee loads of residential recyclables shall be weighed on designated truck scales and weights reported to the City. The Contractor shall retain truck scale weight tickets for City inspection upon request.
- F. Recycling carts will be owned by the City under the new Contract.
- G. It is the Contractor’s responsibility to provide a specific list of resident instructions for sorting recyclable materials and setting out recycling carts.
- H. Recycling trucks should be clearly marked as such to distinguish from refuse and yard waste trucks.
- I. Residential fees related to recycling costs are outlined in Appendix C.

4.1 Collection

- A. The Contractor will collect all properly prepared and placed recyclables from residential units on the same day as regular refuse collection, but collected every other week.
- B. Recyclable materials to be included as part of the city’s single-stream recycling system include, but are not limited to:

Paper Items: Old newspapers (including inserts), magazines, phone books, office and school papers, household office paper and junk mail, boxboard such as snack and cereal boxes, pop/beer/water boxes, and corrugated cardboard.

Glass: Food and beverage containers including glass jars and bottles.

Plastic: Food and beverage containers including rigid plastic containers (coded with symbols #1, #2, #3, #4, #5, #6 and #7, including small tubs (such as for margarine and yogurt containers), clam shell containers and the lids / caps.

Metal: Beverage, food and pet food containers including aluminum and tinned-steel cans.

Aseptic Cartons: Such as juice boxes and milk cartons.

Other Materials: The Contractor may propose additional materials be added to the list.

- C. Additionally, in accordance with the City and Scott County policies, recyclable items may be added to this list, at which time, the Contractor will be required to collect the additional materials within six months, or less, of receiving written notification from the City.
- D. Additionally, in accordance with the City and Scott County policies, items may be deleted from this list, at which time; the Contractor will be required to drop the deleted materials within six (6) months, or less, of receiving written notification from the City.

4.2 Recyclables Processing

- A. The Contractor shall not dispose of recyclables in any landfill, resource recovery facility, or other mixed waste processing facility nor knowingly convey recyclables to any other person that disposes recyclables in a landfill or other mixed waste facility without the express written consent of the City.
- B. The Contractor shall document that it has access to adequate recyclables processing facility capacity to process and prepare for the market or transfer for processing elsewhere the materials listed above. The Contractor shall document that the designated recycling facility (or facilities) shall comply with all local, state, federal regulations that are in effect. If the recycling facility proposed to be used by the Contractor is under design, construction, or renovation, the exact status and completion schedule shall be provided to the City in writing.
- C. The Contractor's designated recycling facility (or facilities) shall be properly zoned for all proposed recycling activities.
- D. The Contractor shall keep records to estimate the quantity of individual items recycled, and shall issue a monthly report to the City as to the estimated quantity of each material collected and processed during that month.
- E. The City shall have the right, during the term of the Contract, to have a representative visit the Contractor's designated recyclables processing facility (or facilities) to monitor

the operation of the Contract. The Contractor shall make reasonable provisions for such site City visits.

4.3 Recyclables Revenue Sharing

- A. The Contractor shall provide a quarterly recyclables revenue sharing credit check and report to the City. The revenue sharing credit check and report shall be based on the net proceeds of the sale of all recyclable materials collected the previous quarter in the City, if there are positive net proceeds from the sale. Net proceeds are defined as the revenues received from the sale of all recyclable material minus processing charges.
- B. The Contractor shall retain all truck scale weight ticket receipts for the delivery of recyclable materials from the City to a recyclables materials facility for a period of three (3) years. These weight ticket receipts shall be provided for City inspection at any time based upon reasonable notice.
- C. The Contractor shall allow the City or its duly authorized agents reasonable access to such of the Contractor's books and records as are pertinent to all services provided under this Contract.
- D. Any reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential shall not be made available to any individual organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the City upon termination of this Contract.

E. Recyclables Processing Fee

The Contract specified revenue sharing formula requires the use of published industry market indices for all materials. The basic components of the revenue sharing formula for most of the commodities include:

- 1. Estimated commodity tonnage volumes (tons / month);
- 2. Published index value per ton (\$ per ton based on specified commodity grades);
- 3. A processing fee of \$84.00 per ton average for all commodities; and
- 4. An 80 percent (%) of net Contractor revenue to be credited to the City for revenue share on all of the Contract specified commodities.

The formula for calculating monthly revenue share is:

Gross revenue as per the indices listed below (times the recyclable tonnages collected from the City).

Less the processing fee as proposed and then specified in the Contract (times the recyclable tonnages for the indexed commodities).

Equals the Contractor's net revenue for the month.

Times the City's revenue share percentage paid as a revenue share credit to the City each quarter.

The proceeds for all recyclable materials collected, except glass, shall be based on actual inbound scale weight tonnage figures, with commodity percentages determined at least once per year from a sort of random loads, and monthly commodity prices based on the following published industry price indices for:

All Fiber / Paper Grades: *Pulp and Paper Week* (formerly the Official Board Markets' or OBM "Yellow Sheet"): first issue of the month, Chicago region for Old Newspapers (ONP) # 8, high side of the range.

Aluminum: *American Metal Market*: first issue of the month, Chicago for nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap, high side of the range.

Bi-Metal (or "Steel") Cans: *American Metal Market*: first issue of the month, Chicago region, clean used densified cans.

Plastics: *RecyclingMarkets.net* adjunct commodity pricing service

www.SecondaryMaterialsPricing.com, Chicago (Midwest/Central), Plastic Bottles: (baled) sorted into: PET, Natural HDPE, and Colored HDPE, using the last published price of the month. (Note: Plastic bottles composition of sub-grades is assumed to be: 50% PET, 25% Natural HDPE, and 25% Colored HDPE.)

The City or the Contractor may propose other revenue sharing pricing formulae on an annual basis during the duration of the Contract and both parties shall mutually agree on a new market indicator(s) if needed.

The City understands that net revenues may equal zero dollars (\$0) at times due to poor markets. However, neither the City nor residents shall pay any recycling costs above the monthly based recycling fee (BRF-recyclables). The City's revenue share credits shall never be a negative value.

F. Revenue Sharing Changes Based on Material Composition

The Contractor is required to conduct at least one (1) recyclables materials composition analyses of the City's recyclable materials each year. The City must pre-approve the methods prior to conducting the composition analyses and shall be present for both such

composition analyses. Both parties shall mutually agree on revised recyclables composition percentages, if any, prior to using the composition analysis information to make changes to the revenue sharing calculations.

4.4 Recycling Public Education

The Contractor shall have primary responsibility to inform and educate City residents about the availability and preparation instructions for recyclables collection.

- A. The Contractor shall, at a minimum, provide information about recyclables collection and preparation instructions on the required annual calendar, Contractor's website for Shakopee, and via recycling cart hang tags (or suitable alternative) when the recycling carts are distributed to residents.
- B. The City shall provide City-designated recycling carts that are clearly labeled "Recyclables Only" and in a different color to contrast with the colors of the refuse and yard waste carts.
- C. The Contractor shall design an in-mold label to be installed into the lid of the single-stream recycling cart at the time of cart manufacture that lists the acceptable recyclable materials. A draft of this label shall be submitted to the City for approval 30 days prior to the printing of the labels. The City must give its written approval of the label prior to finalization and printing. The City will pay for 50 percent of the costs of the label, including installation.
- D. The Contractor may reject unacceptable material from its recyclables collection operations but then must inform the resident as to the reason for material rejection (e.g., prohibited items, improper preparation of materials, etc.) by leaving educational tags to those residents.

5 YARD WASTE COLLECTION AND PROCESSING

Yard waste collection operations under the new Contract should be very similar to the previous system. Yard waste collection and disposal system requirements include (but are not limited to):

- A. Subscription, weekly yard waste collection and delivery for composting on a seasonal basis from approximately April through November each year.
- B. Eligible residents may subscribe for regular yard waste collection service and receive a 60-gallon yard waste cart, or customers can set out yard waste on an "on-call" basis by the bag.
- C. Customers will communicate with and pay the Contractor directly.
- D. All yard waste will be taken to the Specialized Environmental Technologies in Shakopee, MN composting facility. The Contractor may not switch to a different yard waste

processing facility without prior 60 day written notice and approval of the City.

- E. Yard waste carts shall be owned by the Contractor.
- F. The Contractor will provide a specific list of resident instructions for preparing and setting out yard waste carts and compostable yard waste bags.

5.1 Collection

Separate curbside collection of yard waste shall be a “subscription” or voluntary option for City residents as specified below. Yard waste service shall be arranged between the subscribing residents and the Contractor. Residents may elect to manage their yard waste using other approved methods (e.g., backyard composting, mulching, self-haul to approved composting facilities, self-haul to approved drop-off/transfer sites, etc.).

- A. The Contractor shall collect all properly prepared and placed yard waste in wheeled yard waste carts or compostable bags for yard waste from residential units on the same day as regular refuse collection.
- B. Yard waste shall be collected weekly on a seasonal basis from approximately mid-April (or as soon as the Scott County Highway Department lifts the spring roadway weight limits) up through the week prior to Thanksgiving, or such time as winter weather curtails yard waste operations. Christmas trees and other holiday wreaths shall be collected throughout December and January each year. Starting and ending collection dates shall be with the mutual concurrence of the City. The Contractor shall not suspend operations during the operation periods of time without the written authorization of the City.
- C. Contractor shall provide separate yard waste collection service only when residents request and pay for this additional service by contacting the Contractor.

5.2 Processing

- A. Yard waste shall not be disposed of in any landfill as per Minnesota statutes and County policies.
- B. The Contractor shall make its own arrangements for disposal of yard waste collected from within the City.
- C. The Contractor shall at all times receive City written approval of proposed yard waste composting facilities and/or transfer stations used to manage the yard waste collected from within the City. The City retains the right to approve the Contractor’s yard waste composting and/or transfer facilities. The City retains the right to reject the Contractor’s selection of yard waste composting and/or transfer facilities. The Contractor may request a change to the agreed upon price for yard waste collection and disposal services if the City rejects its choice of disposal facilities and can demonstrate a change in its costs.

- D. The Contractor, and not the City, shall be responsible for assuring that the selected yard waste composting and/or transfer facilities are in compliance with all federal, state, county, and local laws, ordinances, and regulations that are currently in effect and govern the disposal of the yard waste collected from the City.
- E. Upon the City's request, the Contractor shall provide to the City the name and location of the yard waste composting and/or transfer facilities it currently is using during the term of this Contract.
- F. Upon the City's request, the Contractor shall provide the City with proof that such facilities comply with all laws and regulations that are currently in effect and govern such yard waste composting and/or transfer facilities.
- G. Upon reasonable notice, the City shall have the right to visit and inspect such facilities during regular business hours.
- H. The Contractor shall notify the City of any changes in yard waste composting and/or transfer facilities.
- I. Upon the City's written request, the Contractor shall furnish the City with reasonable assurances concerning the availability of adequate facility capacity for composting of yard waste collected under this Contract.

5.3 Price and Payment

Payment for the extra yard waste collection service by subscribing City residents shall be in addition to the fixed unit price of City-wide refuse and/or recycling collection services and as established in Appendix C. The cost for this extra yard waste collection service shall be on a per bag charge (i.e., "on-call" service by setting out properly prepared yard waste in compostable bags) and/or seasonal yard waste cart (i.e., "subscription" for yard waste cart service by direct arrangement with the Contractor). Methods such as individual customer billing, or the like can be used in the billing process. The price shall cover all yard waste collection equipment, materials, labor and services (including tipping fees) to be performed under the proposed contract.

5.4 Yard Waste Public Education

The Contractor shall have primary responsibility to inform and educate City residents about the availability and preparation instructions for this extra yard waste collection service option.

- A. The Contractor shall, at a minimum, provide information about the yard waste collection option and preparation instructions on the required annual calendar, Contractor's website for Shakopee, and via cart hang tags (or suitable alternative) when the yard waste carts are distributed to subscribing residents.
- B. The Contractor shall use its own yard waste carts that are clearly labeled "Yard Waste Only" and in a different color to contrast with the colors of the trash and recycling carts.

- C. The Contractor may reject unacceptable material from its yard waste collection operations, but then must inform the resident as to the reason for material rejection (e.g., prohibited items, improper preparation of materials, etc.) by leaving educational tags to those residents.

6 ORGANIC WASTE COLLECTION PLAN

This Contract requires that the Contractor will submit a plan by the end of 2014 for source separated, residential organic waste collection and delivery for composting. Contractor may not start collection operations until approximately 2015 and may begin with a limited pilot program to test proposed operations.

The City recognizes there are many collection methods, new technologies and composting facilities available today for separated residential organic waste. The City has made no decisions yet about the specific method of collecting separated organic waste.

The City currently envisions this to be a new carted, subscription service similar to yard waste collection, but provided twelve (12) months per year, not seasonally. Starting the organic waste collection service on a subscription basis will provide a voluntary means to evaluate resident interest and compliance with program instructions before consideration of city-wide service and fees. At this time, the City has no plans or proposed options for City purchase or ownership of separate organic waste carts.

Finalization of organic waste collection operations and service fees will be a separate negotiation between the City and the Contractor and will not begin until approximately January, 2015. The City reserves the right to discontinue planning for organic waste collection at any time.

7 BULKY ITEMS AND OTHER SPECIAL COLLECTIONS

Bulky item collection operations under the new Contract should be very similar to the previous weekly curbside collection system. The Contractor shall provide bulky item collection, processing and marketing or disposal services on an “on-call” basis. This may include other “on-call” special collections of other problem materials.

Bulky item collection prices are outlined in Appendix C.

It is the Contractor’s responsibility to provide a specific list of resident instructions (including notifying the Contractor) for preparing bulky items and other problem materials requiring special collections.

The Contractor shall maintain a record of bulky items and other problem waste special collections. The Contractor’s annual report shall summarize the counts of these special collections and describe the type of materials collected. This annual report should also summarize the disposition of all materials.

8 COLLECTION FROM CITY BUILDINGS AND PARK FACILITIES

Weekly collection operations shall be provided at no charge from City buildings and City park facilities.. This Included shall be a single-stream recycling system, and a seasonal, single-stream recyclables collection service from designated City parks. The detailed listing of specified City buildings and City park facilities, along with the estimated levels of refuse and recyclable collection service, is included in Attachment A – Service Agreement, as is “Appendix B – List of City Buildings, Parks and Other Facilities to be Served by the Contractor”. The City reserves the right to add other similar future facilities after consultation with the Contractor.

See Appendix B to this Contract for the current listing of City buildings, parks and other facilities to be serviced by the Contractor.

8.1 Recyclables Collection at City Parks

The Contractor will provide at least weekly seasonal recyclables collection at selected parks facilities. Seasonal collection is estimated to be April 1 – October 31; however, these dates are subject to change by the City. Parks that currently have, or are planned to have recycling pick-ups are listed in the Attached Service Agreement’s Appendix B – “List of City Buildings, Parks and Other Facilities to be served by the Contractor”. It is the City’s intent to place recycling carts at the perimeter of the parking lots to take advantage of collection efficiencies as part of the residential, single-stream recycling routes.

A more specific plan and schedule of service, including seasonal adjustments, will be developed by the City and the Contractor and then amended to this Contract. This plan will provide sufficient details including (but not limited to) the number of carts at each park, any additional specifications for the carts (e.g., stickers with instructions, standardized recyclables holes cut into the lid, automatic lid locking/unlocking device), and specific cart placement locations.

The volumes of refuse and recyclables collected from City facilities shall be reported separately from residential material. The Contractor shall propose how they intend to estimate tonnages of refuse and recyclables collected from City facilities. For example, the Contractor may count cubic yards of actual collection service for each material type and convert to tonnage estimates using assumed density conversion and container fullness factors.

This Contract retains the current “free” system (i.e., no added charges to the City) for this added service of collections from City buildings and park facilities. High quality service to these City facilities is expected, including collections and customer service communications.

The City will own the recycling carts stationed at City Buildings and Parks, but the Contractor will be responsible for providing recycling collection services and cart maintenance in the same manner as the residential service requirements.

8.2 Cardboard Dumpster at City's Public Works Garage

The Contractor will provide at least one (1) free dumpster, at a location to be specified, by the City (e.g., the City's Public Works Garage parking lot), to allow residents to drop-off old corrugated cardboard (OCC).

9 SPRING CLEAN UP DAY AND OTHER SPECIAL EVENTS

- A. The City of Shakopee in conjunction with Scott County traditionally sponsors a spring clean-up day in April each year. The program results in a high level of bulky items and other special waste delivered by residents. The clean-up event lasts about four (4) hours (which is the time open to the public). The Contractor will provide adequate manpower and equipment such as rear loaders, roll off trucks, roll off boxes, and/or dumpsters for the event. The Contractor is responsible for the collection, recycling and/or disposal of refuse, recycling, yard waste, and bulky items. The City is likely to contract with a vendor to dispose of electronic waste items and tires. The City will work with the Contractor each year to plan and schedule this April clean-up day event.
- B. The City participates in other special events throughout the year (e.g., "Derby Days", etc.). The Contractor shall provide for at least refuse and recyclables collections at these other special events. The City may also request separate organic waste collections. The City will work with the Contractor to plan and schedule these other special events.
- C. The annual spring clean-up day and other special events shall be billed separately to the City of Shakopee. Upon receipt of an itemized invoice approved by the City, the City will reimburse the Contractor for tipping and disposal fees, and pre-approved staffing costs. The City reserves the right to bid out these clean-up day / special events collection services as a separate contract. These additional special event collections may be severed from the other scope of services in the Service Agreement.

City of Shakopee – Service Agreement
Contract Specifications

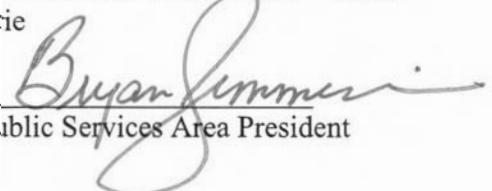
CITY OF SHAKOPEE

By 
Mayor

By 
City Administrator

CONTRACTOR

Allied Waste Services of the Twin
Cities – Eden Prairie // Republic
Services of the Twin Cities – Eden
Prairie

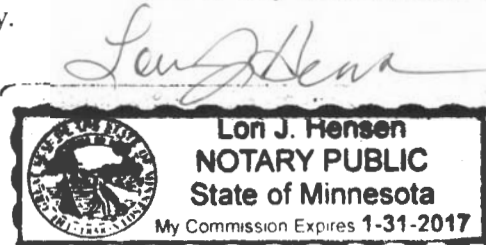
By 
Republic Services Area President

STATE OF MINNESOTA

COUNTY OF SCOTT

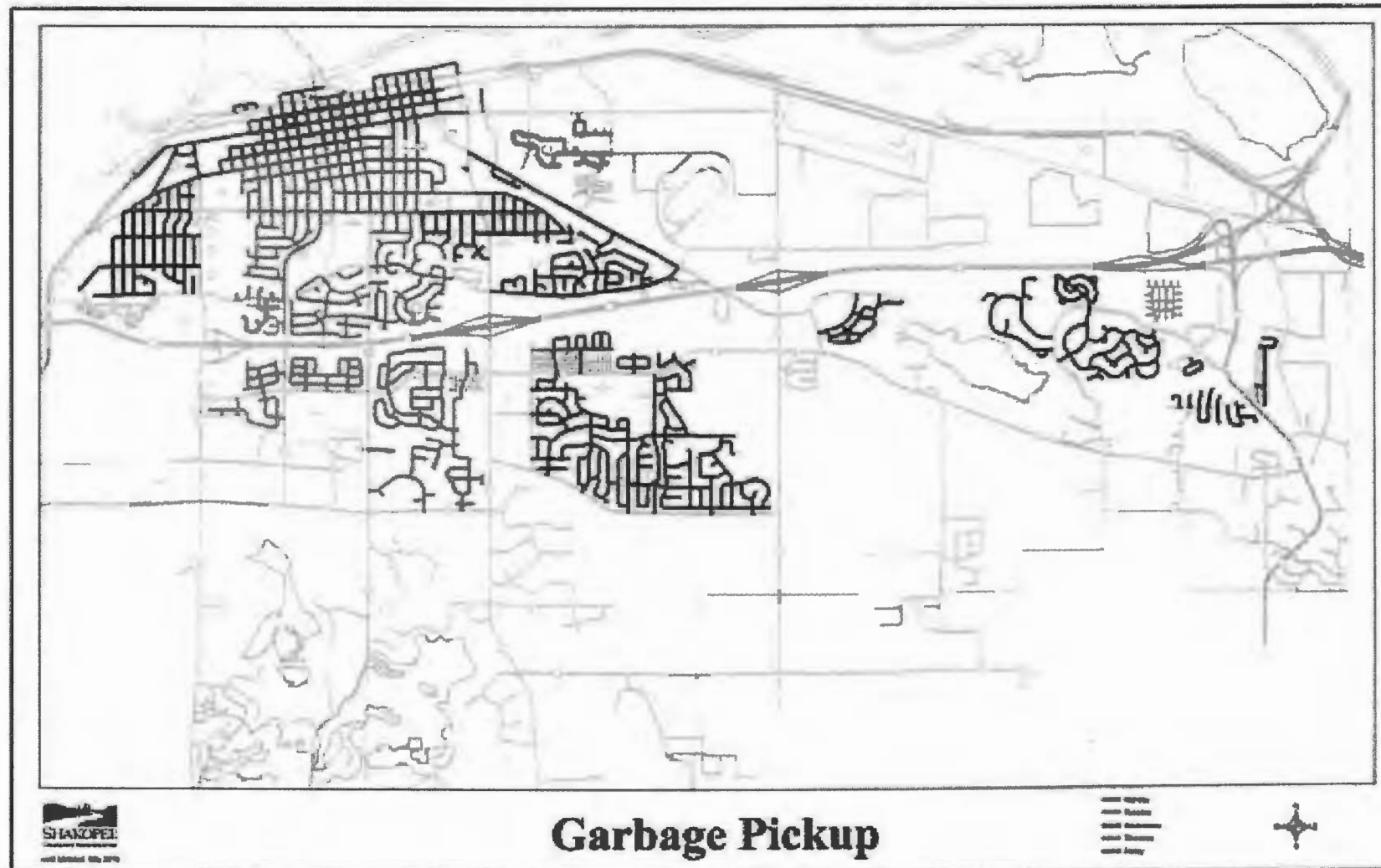
The foregoing instrument was acknowledged before me this 2 day of
July, 2013 by Brad Tabke, Mayor and Mark McNeill, City Administrator of the City of
Shakopee, Minnesota, on behalf of said City.

This instrument was drafted by:
City of Shakopee
129 South Holmes Street
Shakopee, MN 55379



APPENDIX

Appendix A-1
Map of Current Residential Collection Sectors and Weekly Schedules



Appendix A-2.a
Map of Current Alley Collection Schedule: Monday Route
(Alley route coded in orange)



Gravel
Paved

Monday
Alley route coded in orange
11/11/11

Shakopee Alley Map

DISTANCE	
Gravel	64.25 FT
Paved	1770 FT
Total	1834.25 FT
Gravel	0.40 MI
Paved	1.00 MI
Total	1.40 MI



Appendix A-2.b
Map of Current Alley Collection Schedule: Tuesday Route
(Alley route coded in orange)



— Gravel
— Paved

Tuesday
Alley

Shakopee Alley Map

TOTALS	
Gravel Paved	66,000 FT
Gravel Paved	6,000 FT
Total Paved	72,000 FT
Gravel Gravel	6,000 FT
Gravel Gravel	6,000 FT
Total Gravel	12,000 FT



Appendix A-2.c
Map of Current Alley Collection Schedule: Thursday Route
(Alley route coded in orange)



Appendix B
List of City Buildings, Parks and Other Facilities
To Be Served by the Contractor

City of Shakopee Buildings & Parks - Trash and Recycling Weekly Collection*

Name and Location	Type	Estimated Service Level
17th Avenue Sports Complex 2600 17th Avenue East	Recycling	8-90 gal. carts - Seasonal April 1 - Oct. 31
Fire Station #1 2700 Vierling Drive East	Trash Recycling	3-90 gal. carts 1-90 gal. cart
Fire Station #2 1001 Vierling Drive West	Trash Recycling	1 - 2yd 1-90 gal. cart
Green Meadows Park 3100 Thrush Street	Recycling	2-90 gal. carts - Seasonal April 1 - Oct.31
Highway Park 150 Fillmore Street	Recycling	4-90 gal. carts - Year Round
Long Park 1103 Adams Street	Recycling	3-90 gal. carts - Year Round
Mammoth Park 1801 County Road 101 East	Recycling	8-90 gal. carts - Year Round
Parcel 75 (Unnamed Park) Parcel 75 on Southbridge Parkway (Estimated completion 2014)	Recycling	2-90 gal. carts - Year Round
Quarry Lake Park Broadbank Blvd. (Estimated completion 2014)	Recycling	4-90 gal. carts - Seasonal April 1 - Oct. 31
Riverside Fields Park 7300 Crossing Blvd. (Est. completion summer 2013)	Recycling	2-96 gal. carts - Seasonal April 1 - Oct. 31

City of Shakopee Buildings & Parks - Trash and Recycling Weekly Collection*

Name and Location	Type	Estimated Service Level
SandVenture Aquatic Park (Seasonal)	Trash	4yd dumpster, 3x/week April 1 - October 31
1101 Adams Street	Recycling	2-90 gal. carts - Seasonal June 1 - Aug. 31
Shakopee City Hall	Trash	3-90 gal. carts & 1- 64 gal. cart
129 Holmes Street South	Recycling	3-90 gal. carts & 4-32 gal. carts
Shakopee Community Center	Trash	6yd dumpster 2x/week
1255 Fuller Street	Recycling	2-90 gal. carts
	Card Board Dumpster	4yd
Shakopee Police Department	Trash	3yd dumpster
475 Gorman Street	Recycling	2-90 gal. carts
Shakopee Public Library	Trash	3-90 gal carts
235 Lewis Street	Recycling	2-90 gal carts
Shakopee Public Works	Trash	4-6yd dumpsters, 3x/week
500 Gorman Street	Trash	3yd dumpster
	Card Board Dumpster	8yd 2x/week
Shakopee Public Works	Trash	3yd dumpster, 3x/week
400 Gorman Street	Card Board Dumpster	2yd dumpster, 2x/week
	Recycling	1- 90 gal. cart
Shakopee Youth Building	Trash	2-90 gal carts
1099 Adams Street	Recycling	1-90 gal. Year Round
Tapah Park	Recycling	10-90 gal. Seasonal April 1 - Oct. 31
1490 Adams Street South	Trash	2 - 6 yard 3x/week April 1 - October 31
Westminster Park	Recycling	2-90 gal. carts - Seasonal April 1 - Oct. 31
801 Valley View Road East		

Any other similar future facilities as designated by City Administrator.

*Collection is weekly, unless otherwise noted. Seasonal collection is estimated to be April 1 – October 31; however, these dates are subject to change by the City.

Appendix C

Fee Schedules: Refuse Collection and Disposal; Recyclables Collection, Processing and Revenue Sharing; Yard Waste; Bulky Items; and Special Events

(Note: When unit prices are specified in \$ / HH / MO, it is understood that the Contractor will be billing on a quarterly basis.)

Allied Refuse/Recycling Price Worksheet June 1, 2014 - May 31, 2015

	Units	Allied
Refuse Collection and Disposal Fees		
BCF-Refuse For Single Family Thru Triplexes:		
Refuse Carts (City Owns Carts)		
30-gal (EOW)	\$/HH/MO	\$3.37
Weekly	\$/HH/MO	\$4.49
City cart fee (to be collected quarterly)	\$/HH/MO	TBD
BCF-Refuse For Townhomes:		
Refuse Carts (City Owns Carts)		
30-gal, EOW	\$/HH/MO	\$3.37
Weekly	\$/HH/MO	\$4.49
City cart fee (to be collected quarterly)	\$/HH/MO	TBD
Overflow Bag of Refuse:		
Additional fee	\$ / bag	\$2.50
Walk-Up (Valet) Service		
Additional valet service fee	\$/MO	\$5.00
(Note: Valet service fee will be waived if the resident is disabled and unable to roll-out the cart.)		
Portion of BCF-Refuse to		
Non-fuel	% of BCF-Refuse	90%
Fuel	% of BCF-Refuse	10%
Refuse Disposal Fees		
30-gal, EOW	\$/HH/MO	\$1.75
30-gal, weekly	\$/HH/MO	\$2.12
60-gal, weekly	\$/HH/MO	\$4.25
90-gal, weekly	\$/HH/MO	\$6.37
Refuse Cart Exchange/Replacement Delivery Fee*		
Additional fee	\$ / Occurrence	\$8.50
(Note: No cart exchange fee will be charged to residents during the first three (3) months of the new contract.)		
Recyclables Collection Fees		
BCF-Recyclables		
Recycling Carts (City Owns (90 gal Carts)		
EOW recycling service	\$/HH/MO	\$2.55
Additional fee for each additional cart EOW service	\$/HH/MO	\$1.00
City cart fee (to be collected quarterly)	\$/HH/MO	TBD
Portion of BCF-Recyclables to		
Non-fuel	% of BCF-Recyclables	90%
Fuel	% of BCF-Recyclables	10%
Proposed Recyclables Processing Fee	\$/ton	\$84.00

(Appendix C – continued on next page)

Appendix C – (continued)
Schedule of Prices

Allied Refuse/Recycling Price Worksheet June 1, 2014 - May 31, 2015

	Units	Allied
Yard Waste (YW) Collection Fee		
Proposed yard waste (YW) annual subscription fee	\$/HH/year	\$62.00
Per bag overflow charge for extra yard waste	\$/bag	\$1.50
Additional collection fee for Christmas trees	\$/Christmas tree	\$5.00
Special Bulky Items Fee		
Items with 50% metal or more, less than 50 pounds	\$/item	\$25.00
Items with 50% metal or more, more than 50 pounds	\$/item	\$30.00
Items with less than 50% metal, less than 50 pounds	\$/item	\$25.00
Items with less than 50% metal, more than 50 pounds	\$/item	\$45.00
Electronic Recyclables:		
Small items like keyboards, VCS's, DVD players, clock radio's, etc.,		\$10.00
TV's and computer monitors		\$40.00
Clean-Up Event and Special Event Fees		
Labor (7 drivers and 1 supervisor)	\$/hour	\$375.00
Equipment rental	\$/equipment	\$800.00
Refuse disposal	\$/ton	\$60.00
Recyclables disposal (recycling)	\$/ton	\$0.00

Appendix D: Cart Management Plan

1. Customer Service Calls

- A. All calls for cart service or maintenance should be made by the residential customer directly to the Contractor.
- B. Calls from Shakopee residents shall be entered into the Contractor's customer service data recording system by the Contractor's call taker. This Shakopee-specific data shall be summarized in a monthly report to the City and detailed call logs shall be made available to the City upon request.
- C. Service or maintenance requests shall include cart repair, removal of graffiti, replacement of destroyed cart, or other maintenance work required to maintain carts in serviceable and clean condition.
- D. The Contractor shall perform cart service requests by the next pick-up service date.
- E. The Contractor shall record service address, cart number and RFID number and service performed.
- F. The Contractor shall report all completed cart service requests and resolutions for a month, by address, to Shakopee no later than the 10th calendar day of the month following service.
- G. The Contractor shall report all unresolved cart service requests and resolutions for a month, by address, to Shakopee no later than the 10th calendar day of the month following service.

2. Cart Switches

- A. All calls for cart size or number changes should be made by the residential customer to the Contractor.
- B. Calls shall be entered into the Shakopee data base by the Contractor's call taker.
- C. The Contractor shall perform cart switch requests by the next pick-up service date.

The Contractor shall record service address, cart number and RFID number and service performed.
- D. The Contractor shall report all completed cart service requests and resolutions for a month, by address, to Shakopee no later than the 10th calendar day of the month following service.

- E. The Contractor shall report all unresolved cart service requests and resolutions for a month, by address, to Shakopee no later than the 10th calendar day of the month following service
- F. The Contractor may charge customers a “convenience fee” of **\$8.50** for more than one cart change in size or number per year per customer.

3. Cart Inventory

- A. The Contractor will supply an annotated cart inventory to the City each month, no later than the 10th calendar day of the month, with the following information:
 - 1. The number of carts of each size and type (i.e., refuse vs. recyclables) on hand.
 - 2. The number of cart lids and wheel kits on hand.
 - 3. The carts placed at addresses, including the inventory number and RFID number of each cart, and the inventory number and RFID number of the cart replaced, if applicable.
 - 4. The carts reported as missing or destroyed, including the inventory number and RFID number of each cart.
- B. The Contractor shall maintain adequate inventories on hand of extra carts and spare parts to promptly service Shakopee carts:
- C. The Contractor will inform the City, at least monthly, of the cart sizes to be purchased by the City to maintain adequate cart inventory.
- D. The Contractor will obtain and maintain adequate cart parts on hand to meet cart maintenance service level requirements. Cart parts are the sole responsibility of the Contractor.



Wells Fargo
Insurance Services USA, Inc.
CA DOI # ODO8408
601 Union Street
Suite 1300
Seattle, WA 98101

Tel: 206 892 9200
Toll Free: 888 785 2878

March 3, 2015

Sent - FEDEX NEXT DAY

Phone: 952-946-5233

Krista Showalter
Republic Services
9813 Flying Cloud Drive
Eden Prairie, MN 55347

RE: Upcoming Renewals

Dear Krista:

Please find enclosed the renewals for the following bonds which will need to be filed with their respective Obligees at your earliest convenience:

Bond Number	Principal Name	Obligee	Bond Description	Bond Amount	Current Effective Date	Expiration Date
16060683	Allied Waste Services of North America, LLC dba Allied Waste Services of the Twin Cities - Eden Prairie // Republic Services of the Twin Cities - Eden Prairie	City of Shakopee	Comprehensive Residential Solid Waste and Recycling Services	\$750,000.00	6/1/2015	5/31/2016

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-892-9262 or Debbie.Lindstrom@wellsfargo.com.

Sincerely,


Debbie Lindstrom
Surety Account Executive



CONTINUATION CERTIFICATE

The Liberty Mutual Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 16060683 in the sum of Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00) Dollars, on

behalf of Allied Waste Services of North America, LLC dba Allied Waste Services of the Twin Cities - Eden Prairie // Republic Services of the Twin Cities - Eden Prairie

in favor of City of Shakopee

subject to all the conditions and terms thereof through May 31, 2016 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 2 day of March, 2015.

Liberty Mutual Insurance Company

Surety

By: _____


Debbie Lindstrom Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6854392

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deanna K. Nakashima; Debbie Lindstrom; Gail E. Tsuboi; John Drummey Jr; Kathleen M. Mitchell; Scott Alderman; Simone Rae Frederick; Timothy S. Buhite

all of the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of January, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.