

MEMORANDUM

TO: James Antonen, City Manager
FROM: Shann Finwall, AICP, Environmental Planner
SUBJECT: Trash Collection System Analysis – Consider Authorizing the Execution of Contract between the City of Maplewood and Allied Waste Services for City-Wide Residential Trash Collection
DATE: November 22, 2011 for the November 28 City Council Meeting

INTRODUCTION

Since the City Council's adoption of a Resolution of Intent to Organize Trash Collection on March 28, 2011, the City has been undertaking an extensive review of residential trash collection systems. The City analyzed two types of systems including a contractual (organized) system and improvements to the city's subscription (open) system. The intent of the review was to determine how the City could best meet its stated goals for trash collection including: 1) cost savings to residents; 2) increased trash collection services; 3) reduced environmental impacts; 4) increased safety; 5) increased efficiency; and 6) better aesthetics during trash pickup days.

Background

March 28, 2011: The City Council adopted a Resolution of Intent to Organize Trash Collection. The adoption of the resolution was required by Minnesota Statutes, Section 115A.94, Subdivision 4 to begin the planning process for organized trash collection.

April 25, 2011: The City Council approved a scope of work for the Trash Collection System Analysis. The scope included the formation of a Trash Hauling Working Group to analyze trash collection systems and update the City Council.

July 11, 2011: The City Council authorized the release of a request for proposal (RFP) for residential trash collection.

August 19, 2011: The City received six responses to the RFP from the following companies (listed in alphabetical order):

1. Allied Waste Services
2. Dick's Sanitation, Inc.
3. Highland Sanitation and Recycling
4. Tennis Sanitation, LLC
5. Walters Recycling and Refuse, Inc.
6. Waste Management, Inc.

August 29, 2011: The Trash Hauling Working Group gave a report to the City Council during a workshop on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

September 13, 2011: The Trash Hauling Working Group met to review and rank the proposals based on the evaluation criteria specified in the RFP. Allied Waste Services (hereafter "Allied") was chosen as the top ranked proposer.

October 10, 2011: The City Council authorized staff to negotiate a draft contract with Allied.

October 24, 2011: Representatives of the Minnesota Chapter of the National Solid Waste Management Association (NSWMA) submitted a report to the City Council during a workshop on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

November 14, 2011: City staff presented a draft contract between the City of Maplewood and Allied for City-Wide Residential Trash Collection. No changes were requested by the City Council.

November 14, 2011: Tennis Sanitation, LLC, submitted a report to the City Council on possible improvements that could be made to the City's subscription trash collection system to meet the City's trash collection goals.

November 21, 2011: The City's 90-day negotiation period as required by Minnesota Statutes, Section 115A.94, ended on November 21, 2011.

DISCUSSION

Subscription System

The analysis of a subscription system included reviewing the city's solid waste management ordinance and trash hauling licensing requirements. Following is a summary of recommendations received from the Trash Hauling Working Group, representatives of the Minnesota Chapter of NSWMA, and Tennis Sanitation, LLC:

Trash Hauling Working Group Recommendations

- Increased review and enforcement of existing ordinance and licensing requirements to include:
 - monitoring rates
 - enforcement of truck equipment and weight requirements
 - enforcement of trash hauling pick-up times
 - enforcement of noise and litter caused by haulers
 - monitor yard waste and bulky item requirements
 - monitor route maps
- Increase licensing fee to cover increased review and enforcement as described above.
- Incremental fines and enforcement for violations of ordinance and licensing requirements.
- Limit the number of trash hauling licenses issued in the City.
- Implement a pay as you throw trash collection system.
- Financial incentives to residents for reducing waste, similar to recycle banks.
- Education

MN Chapter of NSWMA Recommendations

- Increased Transparency of Rates: This could include a city-monitored web based system where the City publishes the reported rates and residents can share their actual trash hauling rates for comparison.
- Limited Trash Hauling Licenses: Limit the number of Class A licenses issued in the City.

Tennis Sanitation, LLC, Recommendation

- Limited Trash Hauling Licenses to Three
- Three Top Ranked Proposers to City's RFP for Trash Collection to Receive Licenses
- Three Top Ranked Proposers to purchase routes from the remaining trash hauling business that have licenses in Maplewood.

Contractual System

The analysis of a contractual system included the creation of a request for proposal (RFP) for residential trash collection. The City Council authorized the release of the RFP on July 11, 2011. Proposals were due on August 19, 2011. The City received six responses to the RFP. from the following trash haulers (listed in alphabetical order):

1. Allied Waste Services
2. Dick's Sanitation, Inc.
3. Highland Sanitation and Recycling
4. Tennis Sanitation, LLC
5. Walters Recycling and Refuse, Inc.
6. Waste Management

Allied was chosen by the Trash Hauling Working Group as the top ranked proposer to the RFP. The City Council authorized staff to negotiate a draft contract with Allied for residential trash collection (hereinafter "Contract"). City staff and Allied negotiated a draft Contract, which was presented to the City Council on November 14 with no changes requested by the City Council.

Contract Summary

A summary of the Contract highlights, service levels, and costs are found on Attachment 1. In addition, Rich Hirstein, Senior Municipal Services Manager for Allied, has submitted a letter to the City Council detailing benefits of the Contract (Attachment 2).

The Contract would save residents an average of 50 percent on their trash bills, an estimated \$1.6 million in savings city-wide per year. The contract would also reduce the number of trucks on Maplewood roads, resulting in less noise, pollution, and costly wear on our roads.

Following is a list of service level prices proposed in the contract. The prices listed INCLUDE hauling, fuel, the city's purchase of trash bins (estimated at .75 a month), and all applicable taxes, everything our residents would expect to pay for basic trash service.

City Trash Contract Proposed Prices

<u>Service Level</u>	<u>Total Monthly Charge</u>
20 gallon (every other week)	\$6.83
20 gallon	\$9.30
30 gallon	\$10.62
60 gallon	\$11.91
90 gallon	\$13.37

Advantages/Disadvantages

The City's solid waste management consultant, Dan Krivit of Foth Infrastructure and Environment, has conducted a comparative analysis of the of the proposed draft Allied Contract (organized system) compared to the City's subscription (open) system of trash collection (Attachment 3).

In summary the primary advantage cited for the Allied Contract are three-fold – lower prices, reduced truck traffic, and community control over decisions related to waste management. The primary disadvantage for the Allied Contract is the loss of individual household control over the selection of a hauler and the associated direct relationship.

The primary advantage for open systems is the ability for people to choose their own hauler. Disadvantages include price per households is typically higher due to less efficiency and trash haulers being less likely to pass on savings to customers where they have a predominant market share. Additionally, open systems result in more truck traffic on the residential streets as each company uses their collection vehicles to service customers. The increased truck traffic leads to increased concerns regarding the impact on streets and the potential for increased truck emissions, traffic accidents, and aesthetic issues.

Trash Collection System Analysis Proposed Timeline

The Trash Collection System Analysis scope of work approved by the City Council in April 2011 included a timeline for the completion of the City's statutory requirements. November 21, 2011, represented the end of the 90-day negotiation period, and the completion of the 180 days required to plan and establish an organized collection system. As such, the City has authority to propose implementation of an organized collection system during the November 28 City Council meeting. If the City Council authorizes the execution of the Allied Contract, the next step in the Trash Collection System Analysis is to make specific findings that describe the procedures used to plan and implement the system and evaluate the system to the city's stated goals. Review of the findings and implementation plan of the selected system is scheduled for December 12, 2011.

RECOMMENDATION

Authorize the execution of the attached Contract between the City of Maplewood and Allied Waste Services (Attachment 4). This contract is for city-wide residential trash collection. The term of the Contract shall be from date of execution through December 31, 2017. Actual collection service operations will be a period from October 1, 2012 through December 31, 2017 for a total of five years and three months. The City may consider up to two, one-year extensions for years 2018 and 2019, if mutually agreed to by the City and the Contractor.

Attachments:

1. Summary of Contract Between the City of Maplewood and Allied Waste Services
2. Letter to the City Council from Rich Hirstein of Allied Waste Services
3. Comparative Analysis of the Draft Allied Contract to Open Trash Collection Systems
4. Full Contract Between the City of Maplewood and Allied Waste Services

Links:

1. Maplewood Request for Proposal for City-Wide Residential Trash Collection:
<http://www.ci.maplewood.mn.us/DocumentCenterii.aspx?FID=130>
2. Allied Waste Services Proposal for City-Wide Residential Trash Collection:
<http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2239>

SUMMARY**Draft Contract between the City of Maplewood and Allied Waste Services
for City-Wide Residential Trash Collection**

November 22, 2011

RFP Requirements

The draft contract is based on the July 11, 2011, Request for Proposal (RFP) for Residential City-Wide Trash Collection and Allied Waste Service's August 19, 2011, proposal. The RFP and Allied's proposal can be accessed by following the links listed at the end of the document. The RFP was drafted by the Trash Hauling Working Group and approved by the City Council and specified the following minimum requirements:

1. City-wide trash collection for all single-family residential properties (properties with one to four units).
2. Proposal options include: a contract for the entire City; or a contract for one to three of the City's existing day certain trash pickup districts.
3. Term of Contract: Five years with two one-year extensions possible.
4. Proposals can be submitted by one hauler or a joint proposal from up to four haulers. Joint proposals can be submitted for the entire City contract option only.
5. RFP specifies billing directly by the Contractor to the residents.
6. RFP specifies City-owned trash carts.
7. RFP requires the vendor to submit a fixed base collection fee for all properties, with variable disposal fee pricing depending on cart sizes (i.e., 20/30/60/90 gallon).
8. Added service requirements include pick up of yard waste, bulky items, extra bags, Christmas trees, e-waste.
9. RFP does not include trash collection from City buildings or City clean-up events.

Cost Break Down

Table 1 below outlines the cost break down in the draft Allied Contract per single-family residential home per month, excluding County Environmental Charge and State Solid Waste Management Tax:

TABLE 1 – Cost Break Down
(\$ per household per month)

Cost Break Down	Draft Allied Contract
Base Collection Fee:	
Collection every week	\$4.39
Collection every other week	\$3.14
Trash Disposal Fees:	
20-gallon (every other week)	\$1.08
20-gallon	\$1.62
30-gallon	\$2.58
60-gallon	\$3.52
90-gallon	\$4.58

Trash Collection Service Level Comparisons

Table 2 below outlines the costs per single-family residential home per month based on service levels. Each service level includes the base collection fee (BCF), trash disposal fee, and estimated City-imposed trash cart fee (assumed at \$0.75 per household per month). These rates are then compared to an average of the City licensed trash haulers' published rates¹ and an estimate of actual rates² based on a sampling of residents' actual current trash bills.

TABLE 2 – Service Levels Compared
(\$ per household per month)

Service Levels	Draft Allied Contract	Average of City Published Rates	City Actual Rates
20-gallon (every other week)	\$4.97		
20-gallon	\$6.76		
30-gallon	\$7.72	\$13.94	\$15.96
60-gallon	\$8.66	\$15.62	\$17.21
90-gallon	\$9.72	\$17.09	\$21.36

¹ City Licensed Trash Haulers' Published Rates: <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=1988>

² Estimate of City Licensed Trash Haulers' Actual Rates (as reported by Councilmember Nephew at the August 29, 2011, City Council Workshop): <http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2083>

Price Adjusters

The cost of the disposal portion of the Contractor's charge is to be correlated with the designated resource recovery facility (e.g., the Ramsey / Washington Resource Recovery Facility at Newport). Therefore, this disposal cost portion will increase directly proportional to the disposal tipping fees increase (e.g., at the Newport Facility).

Separated from disposal costs, the base collection fee (BCF) for trash collection to Maplewood residents under the draft Allied contract could also be adjusted up or down according to the formula specified in the RFP and as per Allied's proposal. There are two price adjusters that may change the annual BCF:

1. The Consumer Price Index can adjust the "non-fuel" portion of the BCF.
2. The "fuel" portion of the BCF can be adjusted according to the specified published price for diesel fuel.

Draft Allied Contract Cost Analysis

Dan Krivit of Foth Infrastructure and Environment conducted a cost analysis of the draft contract to determine the total five-year contract costs to the City based on variables such as:

- Prices for each type and level of service as proposed.
- Assumed number of eligible households for each type and level of service as per the RFP.
- Assumed, forecasted changes in:
 - Disposal costs
 - Cost of living adjustments (via CPI index)
 - Fuel cost adjustments (via diesel fuel index)

The draft contract includes all prices as proposed by Allied and as per the RFP. The proposed Contract cost to residents, including all taxes and other surcharges, is estimated to be approximately \$1.1 million per year less than the current average published rates and approximately \$1.6 million per year less than the average actual rates.

Other Service Fees

In addition to the basic service levels for trash collection, the contract outlines the following services and fees:

1. Trash Cart Exchange: Free – one cart size exchange per year; \$10.00 – cart exchanges exceeding one per year.
2. Additional Overflow Trash Bag: \$4.00 per bag
3. Yard Waste Removal (60 gallon yard waste container, April through November): \$79.50 per household per year.
4. Yard Waste Overflow: \$3.00 for each overflow bag.
5. Yard Waste Non-Subscription Service (special one-time collection of yard waste): \$3.50 per bag.
6. Special Bulky Item Fee (household items that require special processing to remove harmful substances such as Freon, etc.): \$30.00 per item.
7. Other Bulky Item Fee (household items that don't require special processing such as mattresses, couches, etc.): Based on a per item rate and a specific price schedule of bulky items ranging from \$5.00 to \$24.00.
8. Electronic Waste Fee (electronics that require special processing such as televisions): \$30.00 per item.

Contract Summary

Based on the RFP and Allied's proposal, following are the highlights of the draft residential city-wide trash collection contract:

1. Five-year contract, with two one-year extension options. Competitive purchase of services after the term of this contract ends.
2. One-hauler, city-wide trash collection for all eligible single-family residential properties (currently estimated at 10,126 single-family households).
3. Townhomes and manufactured homes and other planned unit developments (PUD) that currently have trash collection contracts are excluded from this contract (1,808 townhome, manufactured home, or PUD estimated). However, these developments can opt into the City's system at a later point in time under a procedure yet to be established.
4. City will purchase and own the trash carts, but they will be delivered, maintained, and inventoried by the Contractor. The Contractor will assist and advise the City on the survey of City residents to select the cart size of their choice.
5. Contractor will do the billing.
6. Collection hours from 6 a.m. to 6 p.m.
7. Same day collections corresponding to the City recycling collection areas.
8. Cost of trash collection will be based on a flat base collection fee, disposal costs for 20, 30, 60, or 90 gallon service levels, and annual CPI and fuel adjustments.

9. Residents are given credit on their trash bill for extended vacations of at least three weeks or more.
10. Collection of yard waste based on a yearly subscription fee paid to the Contractor. A separate yard waste cart (purchased and provided by the Contractor) plus up to five bags of yard waste are allowed per week as part of the base yearly fee.
11. Collection of bulky items and e-waste based on a set fee per item.
12. Collection of one Christmas tree as part of a resident's base collection fee.
13. Future organic waste pilot collection program to be negotiated as part of the planning for this project in future years (possibly 2013 or 2014).
14. Monthly and annual reports to verify items such as total quantities of trash, yard waste, and bulky waste collected, etc.
15. Annual work plans which specify public education tools and other service improvements the Contractor could implement to assist the City in meeting waste reduction goals.
16. Annual performance review will be required by the Environmental and Natural Resources (ENR) Commission and the City Council. The objective of the annual review is to evaluate the Contractor's performance and review the annual report and work plan.
17. Public education requirements to include an annual flyer and education tags to be left by Contractor's collection crew to instruct residents why certain materials were not collected and instructions for special collection.
18. Customer complaints will be handled by the Contractor between 7 a.m. and 5 p.m. with a live person rather than a recording within an average of one minute of call connection.
19. Disposal of all trash collection in the City at a resource recovery facility consistent with the current Minnesota Waste Management Act, Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts, and other Ramsey County policies.
20. Trucks:
 - a. The Contractor will purchase new trucks for the Maplewood contract.
 - b. Trucks will run on B2 Bio diesel fuels.
 - c. Trucks will be equipped with automatic lifters, Radio Frequency Identification (RFID) systems to read the RFID tags installed in the City trash carts, automatic overload prevention devices that shut off the truck's packer system when the load reaches its maximum capacity, and windscreen attachments to reduce litter and blowing debris
21. The Contractor will submit a detailed safety plan to the City for review and approval that will address all elements of the contract including trash, yard waste, and bulky waste collection operations.
22. Liquidated damages are specified in the contract for violations such as failure to collect properly notified missed collections, failure to provide monthly and annual reports, failure to clean litter or spills that knowingly occur during collection operations, etc.
23. Performance bond and insurance requirements.

Links:

1. Maplewood Request for Proposal for City-Wide Residential Trash Collection:
<http://www.ci.maplewood.mn.us/DocumentCenterii.aspx?FID=130>
2. Allied Waste Services Proposal for City-Wide Residential Trash Collection:
<http://www.ci.maplewood.mn.us/DocumentView.aspx?DID=2239>



November 22, 2011

Dear Mayor Rossbach, and Councilmember's Nephew, Koppen, Llanas and Juenemann,

First of all, I wish you a very happy Thanksgiving and hope you have time to share the day with family and friends.

I am looking forward to the City Council meeting on November 28 and your decision to possibly proceed with the contract for Allied Waste to provide the waste services in Maplewood. We all recognize this has been a long process, and I urge you to continue on this path towards meeting the City's stated goals of improving this service for your citizens. Thank you for all of the efforts you have made towards this resolution.

The proposal that I submitted addresses each of the goals and will improve these services for every household in Maplewood---that's the outcome you sought.

By your own math, the citizens will save nearly \$1,600,000.00 in the first year---plus they won't have as many as nine garbage companies providing service on their street. Our proposal most-successfully addressed the economic, environmental, safety, service, efficiency and planning goals the City came up with. As a leadership Council, your task is to lead the City and to provide the best services for the greater good. I certainly believe this accomplishes that.

Allied Waste has been servicing the Twin Cities since 1948 (initially as "BFI" and Action Disposal). We currently hold just over 25 city and municipal contracts for waste and/or recycling services. We have over 600 local employees (several are Maplewood residents) and our Award-Winning Customer Service group is located just down the road in Inver Grove Heights. My dad was employed in Maplewood for the last 35 years of his working career. We live and work here-- and take great pride in that.

I will be in attendance on Monday, November 28 and will maintain the same level of professionalism that evening and throughout. I can assure you that my company will handle the transition professionally—and your citizens will be happy with the outcome of this effort. You have my word on that.

Please let me know if you have any questions or concerns. I look forward to working with you and being a valuable resource for all Maplewood citizens.

Most Sincerely,

Rich Hirstein
Sr. Municipal Services Manager
Allied Waste Services
(952) 946-5330

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Memorandum

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November 18, 2011

TO: Shann Finwall

CC: Warren Shuros

FR: Dan Krivit

RE: Advantages / Disadvantages of Draft Allied Contract vs.
Alternative Improvement Options

As part of the City's ongoing trash collection system analysis, you had requested a higher-level review of the proposed draft Allied contract compared to the alternative improvement options the City is considering. For this memo, we have elected not to specify the detailed assumptions of the alternative improvement options. Rather, we have kept the advantages / disadvantages comparative analysis more generic and not specific to any one set of ordinance changes.

There are several characteristics of open and organized collection systems that have been routinely identified in different communities as potential advantages or disadvantages for each. The advantages are sometimes referred to as potential benefits and the disadvantages as potential issues/concerns. These are highlighted in the next subsection with some covered in more detail in the following subsections.

Generally, the proponents of organized collection include cities, counties, state solid waste management officials, and citizens who wish to improve trash collection system efficiencies. Proponents of open collection systems are private waste management companies, primarily the smaller and medium – sized independent haulers. Proponents of open systems also include residents desiring to retain the ability to choose their waste hauler.

Open Systems

A comparison of the advantages (potential benefits) and disadvantages of open collection systems is shown in Table 1.

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

Table 1
Advantages/Disadvantages of
Improving the City's Open Collection Systems

Advantages	
<ul style="list-style-type: none"> ◆ Choice – Households are free to continue to choose their hauler based on preference ◆ There is a direct relationship between the hauler and the customer that allows the customer to shop around or change if dissatisfied ◆ Small haulers are more apt to compete for a portion of the accounts – entry level requirements for new businesses is low 	<ul style="list-style-type: none"> ◆ Haulers are more likely able to shop for lower disposal prices or use their own facilities ◆ Does not threaten the business development history or potential growth of hauling companies
Disadvantages	
<ul style="list-style-type: none"> ◆ Usually results in a more expensive monthly cost ◆ Results in more truck traffic with potential associated impacts of: <ul style="list-style-type: none"> ◆ Added street maintenance ◆ Air quality/vehicle emissions ◆ Safety/vehicle accidents ◆ Aesthetics (containers out more days of the week), noise, and litter ◆ Inconsistent charges for the same level of service in a community, even among customers of the same hauling company 	<ul style="list-style-type: none"> ◆ Companies can add special charges to bills such as a fuel surcharge, environmental surcharge, or other administrative fees ◆ Reduced ability of the community to effectively manage solid wastes (e.g., reduced ability to collect data and make changes to the system and introduce innovations) ◆ Administrative costs of the City to attempt to achieve compliance with ordinance performance standards

The primary advantage cited for open systems is the ability for people to choose their own hauler. There is a direct relationship between the individual customers and service provider that may supersede any other potential benefit. The customer is in control, making the decision to hire whoever is providing service in the community. The choice may be a matter of family relationships, tradition, past experiences of inadequate service, price, etc.

Open systems can result in less administrative effort for the public entity, but also result in less overall control of the solid waste management system. The City will have less control of:

- ◆ Where waste is disposed
- ◆ Service levels (i.e., cart sizes)
- ◆ Diversion levels

- ◆ Pricing of service levels to implement more effective “pay as you throw” (PAYT) systems to increase incentives to improve recycling and waste reduction efforts
- ◆ Added services such as:
 - ▶ Yard waste collection
 - ▶ Separate organic waste collection
 - ▶ Bulky item collection

Open systems may be better suited to smaller or start-up businesses as the requirements for equipment and employees are controlled by the individual hauling company rather than set by the public entity contract.

While there can be variations in pricing, the price paid by households in open systems is typically higher per month for similar service levels. This is primarily due to the increase in efficiency for haulers in organized collection systems serving every household in the community or on a route rather than driving by households served by other hauling companies. Also, in open systems where a particular hauling company is successful in gaining a predominant market share, there is less reason for the hauling company to pass on the improved efficiency to customers. The hauling company may increase its profitability in that specific community.

Open systems result in more truck traffic on the residential streets as each company uses their collection vehicles to service customers. The increased truck traffic leads to increased concerns regarding the impact on streets and the potential for increased truck emissions, traffic accidents, and aesthetic issues.

Open systems are more likely to allow haulers to find the lowest cost disposal option (including transportation costs), but this also results in exposure to liability at more than one location. Open systems also are more likely to allow certain waste hauling companies to internalize wastes to their own transfer stations and/or landfills. This improves their competitive advantage for hauling customers versus haulers who do not have their own transfer or disposal facilities.

Organized Systems

A comparison of the advantages (potential benefits) and disadvantages of the draft Allied contract is shown on Table 2.

Table 2

Advantages/Disadvantages of the Draft Allied Contract

Advantages	
<ul style="list-style-type: none"> ◆ Increased efficiency enabling a lower cost per household ◆ Decreased impacts from truck traffic ◆ Decreased fuel consumption ◆ Greater control to establish service requirements including: <ul style="list-style-type: none"> ▶ Ability to standardize service (e.g., automated collection with standard carts) ▶ Makes public education simpler ▶ Ability to provide access to special service needs at known, controlled costs ▶ Volume-based pricing (i.e., “Pay As You Throw”) to achieve waste abatement goals ▶ Delivery destinations for processing and overall solid waste management ▶ Factors affecting recycling and diversion (e.g., separate collection of organic waste) ▶ Improved control over residents actually using garbage service ▶ Ability to set specifications on the size and quality of trucks used 	<ul style="list-style-type: none"> ◆ Ability to develop a system for contractor and City collections of bad debt ◆ Ability to competitively bid service on a regular basis helping promote lower costs ◆ Builds on the strengths of both the government and private sectors through a contract ◆ Positive, working partnership approach can provide very high quality services ◆ Long term relationships can be an asset to sustaining and growing program ◆ Innovation can be encouraged via private sector incentives and entrepreneurial spirit ◆ Once implemented, can be politically the “right thing to do” to help save residents dollars and improve system effectiveness in achieving other City goals
Disadvantages	
<ul style="list-style-type: none"> ◆ Households do not have a choice of their hauler ◆ Greater administrative involvement by the City ◆ Requires contract performance monitoring and enforcement ◆ Small haulers have higher “entry” requirements to get in the business along with competitive opportunities limited to contract openings ◆ Incumbent contractors have distinct advantages when it comes time to go out for bid again 	<ul style="list-style-type: none"> ◆ If a serious situation arises, switching contractors in the middle of the contract term is very difficult and requires capable alternative contractor to step in on fairly short notice ◆ Current organized collection statutory process to convert from open to organized is cumbersome and difficult politically

The primary potential advantages of organized collection are three-fold – lower prices, reduced truck traffic, and community control over decisions related to waste management. There are several factors involved in each of these three primary advantages. Greater efficiency, competitive bidding, rate increases structured into contracts, and variable rate pricing options can all result in more cost effective service provision. Fewer trucks stopping at every house results in less truck traffic at slower speeds. Public entities have responsibility and potential liability for proper solid waste management and organized collection provides better tools and control of decisions that affect solid waste management.

The primary disadvantage is the loss of individual household control over the selection of a hauler and the associated direct relationship. Along with increased control for the public entity comes the requirement to provide the resources necessary to properly manage the decisions. Also, it may be more difficult for smaller haulers and entry level companies to break into and grow their business in organized collection systems.

**SERVICE AGREEMENT BETWEEN THE
CITY OF MAPLEWOOD
AND
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**
(d/b/a Allied Waste Services of the Twin Cities,
A Republic Services Company)

**FOR
COMPREHENSIVE RESIDENTIAL
TRASH COLLECTION SERVICES ***
(*INCLUDING YARD WASTE AND BULKY WASTE COLLECTION SERVICES)

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INTRODUCTION

This Agreement is made this 28th day of November, 2011, between the City of Maplewood, 1830 East County Road B, Maplewood, Minnesota 55109 (the "City") and Allied Waste Services of North America, LLC, A Republic Services Company, d/b/a Allied Waste Services of the Twin Cities (the "Contractor").

WITNESSETH:

WHEREAS, the City supports a comprehensive residential trash collection program and desires that high-quality, cost-effective, trash collection services be available to all its residents with transparent pricing and minimum City administration;

WHEREAS, on July 12, 2011 the City released a request for proposals ("RFP") for comprehensive trash collection services (incorporated herein to this Contract by reference);

WHEREAS, on August 2, 2011 the City released Addendum #1 ("Addendum") to the RFP (incorporated herein to this Contract by reference);

WHEREAS, on August 19, 2011 the Contractor submitted a proposal ("Proposal") to the City in response to the RFP (incorporated herein to this Contract by reference); and

WHEREAS, on August 30, 2011 the Contractor submitted responses to the City's questions about the Contractor's proposal (incorporated herein to this Contract by reference); and

WHEREAS, on October 10, 2011, the City Council authorized staff to begin negotiations with the Contractor to develop a draft Contract.

NOW, THEREFORE, the City and Contractor mutually agree to this Contract, in consideration of the mutual promises and covenants contained herein.

1. Definitions

Definitions for this Contract shall be as per the RFP except as per the corrections/additions below.

1.1 Additional Overflow Trash Bag

Trash bags in excess of the capacity of the trash cart with lid fully closed incurring an additional overflow trash collection fee.

1.2 Annual Trash Public Education Flyer

The City shall require the Contractor to publish and distribute an annual public education flyer to all eligible households. The Contractor's flyer shall contain the following information for City residents (but not limited to):

- General information about all trash collection services, including special collections of the other materials such as yard waste, bulky materials, etc.
- Annual calendar and map of trash service areas for eligible Single-Family Dwellings (SFD's)
- Specific instructions about how to use and care for the new City trash cart (e.g., set out, washing, etc.)
- Yard waste
- Bulky materials, including major appliances and electronic waste
- Organic waste collection service (once this program is citywide)
- List of prohibited materials for each of the above categories of materials

1.3 Automated Collection

As per the RFP.

1.4 Base Collection Fee (BCF)

Base collection price per this Contract for trash collection service. This BCF does not include: disposal fees; prices or costs of other services (e.g., yard waste, bulky items, etc.); taxes; or other government administrative fees.

1.5 Base Yard Waste Collection Fee (BYWCF)

Base collection price calculated per this Contract for yard waste collection service. This BYWCF does not include disposal fees.

1.6 Bulky Items

As per the RFP amended also by the Contractor's response to City questions to include a detailed price list of bulky items (see Sections 70, 71 and 72 of this Contract for detailed listing of bulky items).

1.7 Special Processing

Large, bulky household items that require special processing to remove harmful substances, such as Freon or mercury, and may include (but are not limited to) items

such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

1.8 City's Designated Contact Persons

The City has designated the City's Environmental Planner as the City's primary point of contact for the Contractor. If the Environmental Planner is not available, and the matter is urgent, the Contractor may also contact the Community Development Director as the alternate contact person.

1.9 Collection

As per the RFP.

1.10 Collection Service

As per the RFP.

1.11 Contract

This legal agreement executed between the City and the Contractor. The Contract shall include, but not be limited to, the RFP document, RFP addenda, the Contractor's proposal in response the RFP, and the Contractor's response to City questions. These additional documents are incorporated herein to this Contract by reference. If in conflict, this Contract shall take precedence.

1.12 Contractor

The City's trash service Contractor under this Contract.

1.13 Contractor's Trash Bill

As per the RFP.

1.14 Day-Certain Trash Collection

As per the RFP.

1.15 Disposal Facility

The licensed and permitted landfill, resource recovery facility, or transfer station where the trash is tipped for disposal.

1.16 Electronic Waste

As per the RFP.

1.17 Eligible Households

Households eligible for this comprehensive trash collection service program. Most of these households will be in single family dwelling units.

1.18 Every Other Week Trash Collection (EOW)

Residents who apply and receive City permission for every other week (EOW) trash collection service shall be collected on the same day of the week as per the day-certain schedule but on specified EOW dates.

1.19 Food Waste (See also: "Organic Waste")

As per the RFP.

1.20 Hazardous/Toxic Waste

As per the RFP.

1.21 Holidays

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed upon by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Collection day falls on a holiday collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days, with assistance from the City.

1.22 Holiday weeks

A week where a holiday falls on a Monday through Friday and requires the Contractor to collect trash on a Saturday, of which Saturday will be agreed upon by the City.

1.23 Litter Wind Screens

As per the RFP.

1.24 Major Appliances

As per the RFP.

1.25 Multi-Family Dwelling (MFD) Units

A building containing five (5) or more residential dwelling units that are not eligible for the proposed residential trash collection service in this RFP because it is defined as serviced by "commercial" trash hauling service.

1.26 Organic Waste (See also "Food Waste")

As per the RFP.

1.27 Other Bulky Items (Not Requiring Special Processing)

As per the RFP.

1.28 Pay As You Throw (PAYT) Program

A system of setting variable prices for the levels of trash collection service (e.g., 30-gallon carts vs. 60-gallon vs. 90-gallon) to provide an economic incentive for residents to improve recycling and waste reduction efforts. PAYT price schedules intentionally increase the price increments between the levels to promote downsizing of cart sizes as ordered by the residents.

1.29 Prohibited Mailings

Notices sent to residential dwelling units within the City of Maplewood such as for advertising rates or services not available under the proposed Contract. Also includes other notices sent to residential dwelling units without prior City written approval.

1.30 Prohibited Waste

Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or listed or characteristic Hazardous Waste as defined by Federal, State, County, or local law or any otherwise regulated waste, or otherwise harmful to the environment, collection crew safety, or resource recovery system.

1.31 Rates

City-approved rates as per the specifications in this Contract for various trash and other collection services as charged by the Contractor directly to residents.

1.32 Recycling Contractor

The City's contractor retained to provide separate curbside collection of recyclables.

1.33 Regular, Residential Trash Collection Service

As per the RFP.

1.34 Residential Dwelling Unit

As per the RFP.

1.35 Resource Recovery Facility

As per the RFP.

1.36 RFID (Radio Frequency Identification)

As per the RFP.

1.37 Semi-Automated Collection

As per the RFP.

1.38 Service Areas (See also "Districts")

Geographic districts of the City with specified day-certain schedule for recycling and trash collection services. (See RFP Attachment A for geographic boundaries.)

1.39 Single-Family Dwelling (SFD) Units

A building containing up to four (4) residential dwelling units that is eligible for the proposed trash collection service in this RFP

1.40 Special Bulky Items Collection Service

As per the RFP.

1.41 Tipping Fees

As per the RFP.

1.42 Townhome

As per the RFP.

1.43 Trash

As per the RFP.

1.44 Trash Cans

Metal or plastic cans purchased by or for residents to contain and store regular trash waiting for collection. Such trash cans are not permitted under this Contract for eligible households.

1.45 Trash Carts

Standardized trash carts equipped with wheels and a lid as specified and purchased by the City in the following standardized sizes (approximate/nominal capacities):

- ◆ 20-effective gallons*
- ◆ 30-gallon
- ◆ 60-gallon
- ◆ 90-gallon

Actual trash cart capacities by cart size will depend on the cart manufacturer selected by the City through a separate procurement process.

*The City intends to provide a “20-gallon service level” as per the RFP and the Contractor’s proposal. However, current plans call for this service level to be accommodated by using a 30-gallon trash cart with a false bottom installed such that the effective capacity for use by the resident is 20-gallons.

1.46 Volume Based Fee Schedule

As per the RFP.

1.47 Walk-In Collection Service

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

1.48 Yard Waste

As per the RFP.

1.49 Yard Waste Removal Fee

The Contractor’s price for yard waste removal on a basis of dollar per household per year for a standard 60-gallon yard waste cart collected once per week during the specified season. This fee includes both the Contractor’s costs of collection operations and yard waste disposal tipping fees paid by the Contractor at the specified yard waste transfer station.

GENERAL REQUIREMENTS FOR ALL COLLECTIONS

The following general requirements are pertinent to all collections services: trash, yard waste, and bulky waste Collection service frequencies, levels and other factors unique to each type of service are described within specific Sections in this Contract.

2. Eligible Household Count

The total, approximate number of Single Family Dwellings (SFD's) eligible for this service is 10,126 (as of August 2011). The City will develop a plan to transmit a report with the SFD addresses of these eligible services to the Contractor. The Contractor shall verify this SFD count of eligible households and submit a report back to City.

Excluded from this eligible SFD count are approximately 1,808 (as of August 2011) Multi-Family Dwellings (MFD's) in the form of townhomes, manufactured homes and other planned unit developments that currently have a trash collection contract. These dwellings are defined as not currently eligible for this Contract service. However, these developments with homeowners' associations may opt into the City's Contract at a later point in time under a procedure to be established by the City.

Each year, as a part of the annual report and work plan (see Section 9 of this Contract), the City and the Contractor shall reconcile the changes to these household counts and agree on the new number. The City may use City construction permits, utility bills, and property tax identification numbers to monitor changes to the household counts. The Contractor may use its customer data base, billing records, and route data from their drivers to monitor changes to the household counts.

3. Term of Contract

The term of the Contract shall be from date of execution through December 31, 2017. Actual collection service operations will be a period from October 1, 2012 through December 31, 2017 for a total of five (5) years and three months. The City may consider up to two, one-year extensions for years 2018 and 2019, if mutually agreed to by the City and the Contractor.

4. One-Year Extension Options

Any one-year extension will be subject to the City's sole determination of the service and of the City residents' best interests. The basic elements and terms of this Contract must be retained in place for such extensions. Minor amendments may be negotiated between both parties. The Contractor shall not consider the right of City to extend the initial five (5) year term with up to two (2), one (1) -year extensions to constitute or imply any obligation by City to renew the contract. Nothing in this Contract shall be interpreted or implied to mean that the City will extend or negotiate beyond 2019.

5. Competitive Purchase of Services after this Contract

The City shall use a competitive purchasing process to select a Contractor after the term of this Contract expires. Nothing in this Contract shall be interpreted or implied to mean that the City will negotiate beyond the term of this Contract as specified per Sections 3 and 4 above.

6. This Contract Takes Precedent Over RFP and Contractor's Proposal

The contents of the City's Request for Proposal (RFP) for Trash Services (dated July 12, 2011), the Contractor's proposal (dated August 19, 2011), and the Contractor's responses to City questions (dated August 30, 2011) are part of the contractual obligations and are incorporated by reference into this contract. If any provision of this Contract is in conflict with the referenced RFP, Contractor proposal, Contractor response, or other documents, this Contract shall take precedent.

7. Monthly and Annual Reports

The Contractor will submit to the City monthly and annual reports. At a minimum, the Contractor shall include the following information in the monthly reports:

- Trash cart size / collection service level, including weekly vs. every other week (EOW)
- Total quantities of trash collected (in tons)
- Total quantities of yard waste collect (in tons)
- Total quantities of bulky waste collected (in tons)
- Revisions to any counts of eligible households served
- Number of trash cart switches, repairs and replacements
- Service Log of all resident addresses where education tags were left because of prohibited materials set out for trash collection or other forms of non-compliance.
- Log of all complaints, including the nature of the complaints, to include the following: names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of the response.
- Safety and accident reports

At a minimum, the Contractor shall include the following information in the annual reports:

- Same information as per the monthly reports above rolled-up into an annual summary total for the year
- Total number of households served by:
 - SFD's served
 - Dwellings within homeowners' associations (e.g., townhomes, manufactured home, or other planned unit developments)
 - Route by day
 - Residents with walk-in service

Monthly reports shall be due to the City by the fifteenth (15th) day of each month. Annual reports shall be due by January 31 of each year. The Contractor and City shall agree on a mutually acceptable data report formats (e.g., Microsoft Word and/or Excel spreadsheet documents). The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, multiple family trash, etc.).

8. Five Year Implementation Plan

The City and the Contractor shall develop an overall implementation plan that identifies all tasks and assignments for the transition to the new Contract system. This implementation plan shall include all future major activities, including (but not limited to):

- City purchase of trash carts and role of the Contractor
- Survey of residents to determine their preference for size of trash cart
- Contractor purchase of new trucks. Use of comparable trucks is allowed in the event of needed truck repairs to new trucks purchased for this Contract.
- RFID system installation, testing and citywide rollout
- Truck scale automatic overload prevention system as part of a larger program to reduce truck impacts on City and County roads
- Possible organic waste collections
- A possible more aggressive PAYT program
- Improvements in routing (including possible changes in the day certain schedule and service areas)

9. Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than November 1 for the upcoming calendar year to outline key priorities for system improvements. One item in the annual work plan is to itemize any proposed amendments to the “five-year” implementation schedule as outlined in Section 8 above.

Public education tools shall be itemized and approximate timelines described. Other service improvements may also be included in the work plan. The City shall review and approve the work plan by no later than December 15 each year. The annual work plan shall be incorporated by reference as an amendment to this contract.

10. Annual Performance Review

Upon receipt of the Contractor’s annual report, the City shall schedule an annual meeting with the Contractor and the City’s Environmental and Natural Resources (ENR) Commission. Once concluded, the report from the ENR Commission shall be presented to the City Council, and a meeting will be held between the Council and Contractor to review the performance of the Contractor. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor’s annual report.
- Review Contractor’s performance based on feedback from residents to the ENR Commission, City Council, and City staff.
- Review Contractor’s recommendations for improvement in the City’s comprehensive trash collection program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
- Review City staff recommendations for Contractor’s service improvements.

- Discuss other opportunities for improvement with the remaining years under the current contract.

11. Public Education Information for Eligible Households

At its own cost as part of the base collection fee, the Contractor shall develop, publish and distribute (via mail or hand deliver):

- a. One (1) annual public education flyer per year.
- b. Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items or other waste requiring separate collection trucks) and a phone number to call to place an order for a special collection.

The Contractor shall provide an annual calendar specifying the day-certain trash collection day. This may be part of the annual public education flyer and/or within the Contractor's trash bill provided directly to residents.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution for these households where English is the second language (ESL).

In October of each contract year, the City shall provide a spreadsheet to the Contractor with the specific mailing addresses (and their corresponding first language) for the City's ESL residents. This spreadsheet will be used for mailing the specific translated documents to the appropriate addresses. The City will work with the Contractor to identify resources that provide translation services for such documents. Details of this public education outreach to ESL homes will be specified in the Contractor's Annual Work Plan (see Section 9).

12. City Shall Approve All Contractor Public Education Tools

Whenever feasible, the Contractor shall submit a draft of any public education literature or other public education tools (e.g., web page instructions, "Call them all" telephone messages, etc.) for approval by the City, at least one (1) month before printing, distribution or other release of any such literature or tools. No prohibited mailings or public education materials or other communications to City residents shall be produced or distributed without prior City written approval.

13. Missed Collections

The Contractor shall have a duty to pick up missed trash collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day. If the resident did not have their trash container in place for collection at the time when the Contractor provided service, it is not deemed a "missed collection".

14. Post-Pone Trash Collection

After consultation with the City, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable discretion. Every effort shall be made by the Contractor to coordinate severe weather service postponement announcements with the City so that mixed messages are not broadcast to City residents.

"Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. "Other causes" shall include, but not be limited to, those cases that occur beyond the Contractor's control such as road construction preventing regular collection of selected routes. If collections are postponed, the Contractor shall notify the City. Upon postponement, collection will be made on the next day following the conclusion of the service weather event, or ASAP at the discretion of the Contractor.

15. Collection Hours and Days

The City requires all such collections to begin no sooner than 6 a.m. and shall be complete by 6 p.m. Furthermore, the City requires scheduled collection days to be Monday through Friday, and agreed upon Saturdays during holiday weeks. The Contractor may request City approval of exceptions to these time and day requirements (e.g., pursuant to the "Post-Pone Trash Collection" Section 14 above). The Contractor must request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event, and specify the date, time and reason for the exception.

16. Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 5:00 p.m. on all days of collection as specified in this Contract. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording within an average of 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 but no "prompts" of any kind. Return calls to voice mail messages must be returned within one (1) hour 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 day time phone number where the caller can be reached. The Contractor may also request a day time email address for customers in addition to a day time phone number.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the city in writing, with ten (10) days prior notice of changes therein. The address of this office as of the execution of the contract is Allied Waste Services c/o Rich Hirstein, 9813 Flying Cloud Drive, Eden Prairie, MN 55347, Minnesota, and the telephone number is (651) 455-8634. The Contractor shall also allow complaints to be made electronically.

Each month the Contractor shall provide the City with a list of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.

Complaints on service will be taken and collected by the City and the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions. The Contractor shall answer all complaints courteously and promptly.

17. Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net weight. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

18. Scavenging Prohibited

All trash materials placed for collection shall be owned by and are the responsibility of the occupants of residential properties until the Contractor handles them. Upon collection of trash by the Contractor, the trash materials become the property and responsibility of the Contractor.

It is unlawful for any person other than the City's trash Contractor to collect, remove, or dispose of designated trash after the materials have been placed or deposited for collection in the City-purchased trash carts. The Contractor's employees may not collect or "scavenge" through trash in any manner that interferes with the contracted trash services.

19. Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material knowingly spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated trash shall be transported in a covered vehicle and best efforts made so that the trash does not drop or blow onto any public street or private property during transport.

20. Disposal and Recovery at Licensed and Permitted Facilities Only

The Contractor shall be responsible for the safe, legal, and environmentally sound disposal of all trash, yard waste, bulky items, and any other items and materials collected under this Contract. Contractor shall not be required to collect Prohibited Waste. Notwithstanding anything to the contrary in this Contract, title to and liability for any Prohibited Waste shall at no time pass to Contractor. The Contractor shall deliver and unload trash and other materials only at facilities that are properly licensed and permitted for those materials.

21. Designated Disposal Facilities for Trash

The Contractor shall dispose of all trash collected in the City at a Resource Recovery Facility consistent with the current Minnesota Waste Management Act (M.S. 115A),

Ramsey County Solid Waste Master Plan, Ramsey County facility operating contracts and other Ramsey County policies.

The City intends that the designated Resource Recovery Facility at the onset of this Contract for 2012 will be the Ramsey/Washington County Resource Recovery Facility at Newport, MN.

If such a Resource Recovery Facility is not reasonably available, the Contractor will notify the City immediately. The City will then contact Ramsey County for further direction and current policy guidance. The City and Contractor may then negotiate a mutually agreeable plan for trash disposal that is consistent with the requirements of this section of the Contract.

22. Recovery or Disposal of Yard Waste and Bulky Items

Yard waste and bulky items shall be recovered as per the RFP; Ramsey County policies and programs; and Minnesota State laws and policies. The Contractor shall make every reasonable effort possible to recover bulky items (e.g., furniture, major appliances, electronic waste) whenever possible instead of disposal.

23. Vehicle Requirements

Vehicles shall be clearly signed on both sides as a trash Collection vehicle. In addition, all Collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck.
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- Have a maximum loaded weight not to exceed 40,000 pounds;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";
- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

24. Vehicle Inspections

All proposed services, trucks and facilities are subject to inspection, approval, and acceptance by the City. The City will give reasonable notice of such inspections. The Contractor will not be responsible for normal City inspection costs.

25. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Contract. Contractor's personnel shall be trained both in program operations and in customer service, and insure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage curbside trash carts in a careful manner so as to avoid spillage and littering, or damage to the cart.
- Monitor for any spillage and be responsible for cleaning up any litter.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

26. Litter Pickup

The Contractor shall be responsible for collection and pickup of any litter spilled during cart unloading, driving or other collection operations.

27. Truck Fluid Leaks or Spills

The Contractor shall submit its plan to the City for responding to any leak, spill or other release of truck fluids (e.g., oil, fuel, anti-freeze, hydraulic fluid, etc.). This plan must provide that the Contractor respond immediately and make efforts to contain and clean the leak. Cleaning shall include complete removal of any fluid released. If grass is damaged to the point that it cannot live, the Contractor shall be responsible for turf replacement. The City will have sole authority to determine if the cleaning and/or property repairs are adequate in the event of dispute. All cleaning activities must adhere to applicable local, state, and federal regulations and applicable storm water regulations and permits.

28. Safety

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

The Contractor shall submit a detailed safety plan to the City for review and approval within two (2) months after executing this Contract. This safety plan shall address all elements of this Contract including (but not limited to) trash, yard waste, and bulky waste collection operations.

The annual report and work plan shall have a safety component to report any incidents and recommend improvements.

29. Truck and Driver Licenses and Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Contractor must have a Collection license issued by the City per City Code.

30. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Contract. Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City may initiate contract termination procedures.

31. Liquidated Damages

The City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations, in addition to any other remedies available to the City:

- a. Failure to respond to legitimate service complaints within twenty four (24) hours in a reasonable and professional manner – fifty dollars (\$50) per incident.
- b. Failure to collect properly notified missed collections –two hundred and fifty dollars (\$250) per incident.
- c. Failure to provide monthly and annual reports – one hundred dollars (\$100) per incident.
- d. Failure to complete the collections within the specified timeframes without proper notice to the city – one hundred dollars (\$100) per incident.
- e. Failure to clean up litter or spills that knowingly occur during collection operations – two hundred fifty dollars (\$250) per incident.
- f. Failure to report on changes in location of trash disposal – two hundred fifty dollars (\$250) per incident.
- g. Making changes to the Collection and Disposal systems prior to receiving City approval to implement any such change – five thousand dollars (\$5,000) per incident.

These amounts will be for liquidated damages for losses suffered by the City and not penalties. Ten (10) or more such incidents in a six (6) month period may constitute grounds for termination of Contract and not subject to cure.

32. Accommodations for Road and Other Construction Projects

The City, County and State reserve the right to improve any street or alley. Such road construction projects may temporarily prevent the Contractor from traveling its accustomed route or routes for collection. The City shall contact the Contractor prior to each construction season to determine areas of conflict and possible alternate routes or

solutions. The Contractors shall work with the City to maintain regular or modified service during street reconstruction projects.

TRASH COLLECTION REQUIREMENTS

33. Trash Carts

All occupants of residential dwelling units in the City shall be required by ordinance to keep trash in approved wheeled trash carts, not trash cans. Standardized trash carts will be purchased and owned by the City but delivered, maintained and inventoried by the Contractor. Carts shall be received, assembled, distributed, warehoused, and maintained by Contractor. The Contractor shall take reasonable care to prevent damage to residential carts during collection. Contractor shall repair or provide sanitized replacements in accordance with the City policy for replacement of carts. Requests for replacement of existing carts must be handled within five (5) business days after the request is received. Repairs to existing carts must be handled within five (5) business days from the time the request is received. The Contractor shall document and report the cart replacement and repair rate in accordance with the City's Trash Cart Policy and Procedures (to be adopted within two months of the execution of this Contract). The Contractor will be responsible for managing and completing warranty work on the carts. Residents shall have the option of requesting an additional cart(s) for an additional fee as specified in Section 57 of this Contract.

34. Cart Purchasing Plan

As soon as possible after final execution of this Contract, the City shall develop a cart purchasing plan and schedule in coordination with the Contractor. The Contractor shall review and comment on this cart purchasing plan.

35. Resident Survey to Determine Cart Size Selection

One element of the City's cart purchasing plan will be the resident survey to determine cart size selection. The Contractor shall assist the City in conducting a survey of all eligible households (i.e., SFD's) to determine their cart size selection. The contractor will not be financially responsible for the cart survey work, the execution of the survey or its results. The results of this survey shall include a cart delivery schedule by residential address produced by the City.

36. Cart Distribution and Management Plan

Within two (2) weeks after the City adopts its cart purchasing plan, the Contractor shall develop a cart distribution and management plan in coordination with the City. The City may elect to include its cart manufacturer as part of the team to plan for cart distribution and management. The Contractor may elect to include any cart management subcontractor as part of the cart purchase / distribution team.

37. Same Day Collections with Recycling Service Areas

The Contractor shall collect trash weekly from residents with weekly service. The Contractor shall collect trash every other week (EOW) from residents with authorized EOW service.

Trash shall be collected on the same days corresponding to City recyclable collection days whenever possible with the exception of collection on Saturdays within agreed-upon "holiday weeks". (For more details, see RFP, including Attachment A: Map of Weekly Recycling and Trash Collection Areas).

38. Point of Collection

Nearly all trash collection service will occur at the curb, with the following exceptions:

- a. Elderly residents or those with short or long-term physical limitations who require house-side "walk-in" collection service.
- b. Alley collections for the few, designated blocks that do not have adequate access to curbside trash collection service due to the topography of the street and boulevard. (For more details on the current list of residents that need alley collections, see the August 2, 2011 RFP Addendum.)

39. Collection Schedule Deadline

If the Contractor determines that the collection of trash will not be completed by 7:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's designated contact persons cannot be reached, the Contractor will request the City Manager.

40. Trucks Shall Be Equipped with Automatic Lifters

The Contractor shall provide automated trash collection service. The Contractor shall work with the City to assure that the City's trash cart specifications are compatible with the Contractor's automatic lifters. The Contractor's automatic lifters must be operated and maintained so as to not cause damage beyond normal wear and tear to collection carts.

41. Trucks Shall Be Equipped with Wind Screens

The Contractor's truck dumping hoppers must be outfitted with windscreens or shields to minimize wind-blown litter when tipping the carts.

42. Trucks Shall Be Equipped with RFID Data Management Systems

The Contractor's trucks purchased and used for the City shall be equipped with on-board radio frequency identification (RFID) systems to read the RFID tags installed in the City trash carts when the carts are emptied in the Contractor's trucks. Other trucks that do not regularly serve Maplewood, but may occasionally be used as backup vehicles, are not required to have these automatic overload prevention devices. The RFID system shall be based on the ultra-high frequency (UHF) standard of 860 – 960 MHz which is compliant with the International Organization for Standards (ISO) 18000-6 standard. Additional technical specifications for the RFID tags and truck-mounted scanners (including antennae and readers) shall be developed by the City in cooperation with the Contractor.

43. Trucks Shall Be Equipped with Automatic Overload Prevention Devices

The Contractor's trucks purchased and used for the City shall be equipped with on-board scales and automatic overload prevention devices that shut off the truck's packer system when the load reaches its maximum capacity. (For more details, see Allied's August 19, 2011 proposal and August 30, 2011 response.) Other trucks that do not regularly serve Maplewood, but may be occasionally used as backup vehicles, are not required to have these automatic overload prevention devices.

44. Procedure for Handling Prohibited Materials

If Contractor determines that a resident has set out prohibited materials, the driver shall use the following procedure:

- a. Contractor shall leave the prohibited materials in the resident's curbside trash cart and leave an "education tag" indicating prohibited materials and the proper disposal method and/or other disposal options.
- b. The driver shall record the address and the Contractor shall report the address to the City in the required monthly report.

If this procedure for handling prohibited materials is not feasible for automated collection systems, the Contractor must specify and demonstrate alternative public education methods to the City for its approval so that prohibited materials are not accepted and collected.

YARD WASTE COLLECTION REQUIREMENTS

45. Voluntary Yard Waste Subscription Service

The Contractor shall provide City residents the option to subscribe to separate yard waste collection service. The residents' request to subscribe for separate yard waste collection service shall be submitted to the Contractor in writing (e.g., via post card, email or web based form) by March 1 each year. The separate yard waste collection service shall be from April 1 through November 30 each year.

The extra fee allowed to be charged by the Contractor to subscribing households is noted in Section 66.

Residents may arrange for special, one-time collections of yard waste even without subscribing. Such arrangements must be made with the Contractor directly. Such special, one-time collections of yard waste will have a separate per bag fee imposed as noted in Section 66.

46. Yard Waste Cart Requirements

The Contractor shall provide a separate, 60-gallon yard waste cart to City residents eligible for trash service that subscribe for this additional yard waste collection service. City residents shall have the choice to subscribe to this optional service. The yard waste cart shall have unique labeling (e.g., "Yard Waste") and City-approved resident instructions. The yard waste cart shall be a separate color as approved by the City.

47. Compostable Yard Waste Bags Required for Overflow

As per the RFP.

48. Base Yard Waste Service Level and Allowed Overflow Amounts

The Contractor shall allow residents to fill their yard waste cart and place up to five (5) compostable bags of overflow yard waste next to the yard waste cart per week, per collection without incurring overflow charges by the Contractor. The Contractor may charge a per bag overflow charge for any bags over five (5) bags.

49. Scheduled Months for Yard Waste Collection Service

Separate yard waste collection shall be provided from April 1 through November 30, weather permitting.

50. Contractor Education Tag Required if Yard Waste Collection Service is Refused

As per the RFP.

51. Delivery to Permitted Yard Waste Facilities

As per the RFP.

52. Yard Waste Education

As per the RFP.

BULKY ITEM COLLECTION REQUIREMENTS

53. Special Bulky Items Collection

As per the RFP.

54. Special Electronic Waste Collections

As per the RFP.

OTHER COLLECTION SERVICE REQUIREMENTS

55. Separate Christmas Tree Collection Service

As per the RFP.

56. Food Waste and Other Organic Waste

The City may initiate an organic waste pilot collection program. The Contractor shall participate with the City in the planning and design of this pilot collection project. Prices, scope and schedule for any such additional separate collection services will be negotiated as part of the planning for this project.

BILLING FOR SERVICES

57. Base Collection Fee (BCF) for Trash

The BCF for the first cart, every week service, is \$4.39 per household per month. The BCF for the first cart, for every other week (EOW) service, is \$3.14 per household per month. These BCF rates are exclusive of County Environmental Charge and State Solid Waste Management Tax. (See RFP for more details.)

58. Additional Trash Cart Price

The additional collection price for each additional trash cart is \$2.00 per cart per household per month. This additional cart price is fixed for the term of this Contract and shall not be adjusted. (See RFP for more details.)

59. Additional Overflow Trash Bag Price

The additional collection price for each overflow bag of trash is \$4.00 per bag. This additional overflow trash bag price is fixed for the term of this Contract and shall not be adjusted. (See RFP for more details.)

60. Portion of BCF related to fuel vs. non-fuel costs

The percentage of BCF allocated to non-fuel related items is seventy-six percent (76%). The percentage of BCF allocated to fuel-related items is twenty-four percent (24%). (See RFP for more details.)

61. CPI Price Adjustment on the Non-Fuel Portion of the BCF

The collection fees for 2012 will be the BCF in Section 56. The non-fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI). June will be defined as the benchmark CPI index month. The non-fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark CPI index, or three percent (3%), whichever is lower. The published index for determining the annual percent change of the CPI will be the Federal Reserve Bank of Minneapolis. Each annual adjustment of the non-fuel portion of the BCF will be based on the benchmark CPI index of the previous year. For example, the non-fuel portion of the BCF for all of 2013 will be based on the proportional change in the CPI index from June 2012 compared to June 2011.

62. Fuel Adjustment on the Fuel Portion of the BCF

The fuel portion of the BCF will be adjusted annually to reflect the percent change in indexed diesel prices. The index shall be the "Retail, On-Highway Diesel Prices – Average All Types, Midwest Region" as determined and published by the Energy Information Administration (EIA). The benchmark date shall be defined as this fuel index on June 1 of each year. The fuel portion of the BCF payable for each successive Contract year shall equal the BCF fee payable for the previous year adjusted proportionately by the annual fuel index. The fuel portion of the BCF will be adjusted by the relative change each year compared to the benchmark date. For example, the fuel

portion of the BCF for all of 2013 will be based on the proportional change in the fuel index from June 1, 2012 compared to June 1, 2011.

63. Trash Disposal Fees

(See RFP for more details)

20-gallon service (every other week)	= \$1.08 per household per month
20-gallon service (weekly)	= \$1.62 per household per month
30-gallon service	= \$2.58 per household per month
60-gallon service	= \$3.52 per household per month
90-gallon service	= \$4.58 per household per month

64. Trash Disposal Fee Adjustments

The trash disposal costs in the Contract will be adjusted annually to reflect changes in actual tipping fees. The actual 2012 tipping fee at the trash disposal facility will be defined as the benchmark year disposal price. The Contractor's trash disposal costs will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2012 benchmark year tipping fees. The Contractor shall notify the City as soon as the tipping fees for the next year are known, approximately in November each year.

If the currently designated trash disposal facility changes its tipping fee by more than ten percent (10%) in the middle of the year, the Contractor may immediately notify the City and request a mid-year trash disposal fee adjustment. Any such mid-year adjustment must be accompanied by an insert in the next cycle of billing statements explaining the reason and amount of the adjustment. This insert must be pre-approved by the City before printing and release or posting on any web page.

65. Trash Cart Exchange/Replacement Delivery Fee

(See RFP for more details)

Once all carts are delivered to initiate the new trash collection system under this Contract, residents shall be allowed to change their cart size a maximum of once per year without incurring an exchange fee. The Contractor's price to deliver a cart or carts thereafter as an exchange or addition to an existing household, as a one-time price per occurrence, is \$10.00 per each occurrence. This additional cart exchange/replacement delivery fee is fixed for the term of this Contract and shall not be adjusted.

66. Yard Waste Removal Fee

The annual price per household for separate yard waste collection/disposal service collected once per week for eight months of the year (April through November) is \$79.50 per household per year for a standard 60-gallon yard waste cart.

Special one-time collections of yard waste may be ordered by eligible residents to the Contractor. The Contractor may charge up to \$3.50 per bag for this special one-time yard waste collection service.

These yard waste removal fees covers both the Contractor's costs of collection operations and disposal tipping fees the Contractor pays at a yard waste transfer facility.

67. Yard Waste Disposal Tipping Fee

The yard waste transfer facility specified by the Contractor is Specialized Environmental Technologies (SET), 630 Malcolm Ave, Minneapolis, MN. The current yard waste tipping fee at SET is \$38.00 per ton (or equivalent to \$9.50 per cubic yard). This 2011 tipping fee price shall be established as the benchmark rate for calculating any changes in the yard waste tipping fees in future years.

This Contract specifies that fifty percent (50%), or \$39.75 per household per year, is the base yard waste collection fee (BYWCF).

68. Yard Waste Disposal Tipping Fee Adjustment

The Contractor shall inform the City by March 1 of each year the yard waste disposal tipping fee that the Contractor will be charged for the upcoming composting season. The Contractor may also request a yard waste tipping fee adjustment if there is a change compared to the 2011 benchmark rate. The Contractor's yard waste disposal cost portion of the yard waste removal fee will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2011 benchmark year tipping fees.

69. BYWCF Annual Adjustment

The BYWCF will be adjusted annually proportionally by the same portions of "nonfuel" and "fuel" related costs as per the proposed BCF for regular, residential trash collection fees as specified in Sections 58, 59 and 60 of this Contract above.

70. Yard Waste Overflow Fee

The per bag overflow charge for extra yard waste collection service above the five (5) bags included in the base level of BYWCF is \$3.00 for each overflow bag.

71. Special Bulky Items Fee

(See RFP for more details)

The price per collection occurrence for bulky items that require special processing is \$30.00 per item. These special bulky items include household items that require special processing to remove harmful substances, such as Freon or mercury, and may include (but are not limited to) items such as refrigerators, freezers, air conditioners, dehumidifiers, electronic waste, or thermostats.

72. Electronic Waste Fee

(See RFP for more details)

The price per collection occurrence for electronic waste that requires special processing is \$30.00 per item.

73. Other Bulky Items Fee

(See RFP for more details)

The price per collection occurrence for other bulky items that do not require special processing is as follows:

Item	Price
Bathtub (cast iron)	\$ 24.00
Bathtub (Steel or Fiberglass)	\$ 20.00
Bed - Headboard/Footboard (each item)	\$ 12.00
Bed Frame	\$ 10.00
Book case	\$ 14.00
Couch	\$ 18.00
Couch w/ hide a bed	\$ 24.00
Desk	\$ 14.00
Dinning Room Table	\$ 20.00
Dresser	\$ 15.00
End-Table	\$ 10.00
Grill Charcoal	\$ 10.00
Grills Gas (no propane tanks)	\$ 15.00
Hutch	\$ 20.00
Kitchen Chair	\$ 7.50
Kitchen Table	\$ 20.00
Lawnmower or Snow blower (liquids must be drained)	\$ 24.00
Love Seat	\$ 20.00
Mattress or Box Spring (King Size)	\$ 24.00
Mattress or Box Spring (Queen Size)	\$ 24.00
Mattress or Box Spring (Twin /Full in Size)	\$ 15.00
Office chair	\$ 10.00
Recliner / EZ chair	\$ 15.00
Roll of Carpet (must be cut down so one person can handle it)	\$ 5.00
Tire	\$ 20.00
Tire with rim	\$ 24.00
Toilet	\$ 14.00

74. Credits for Extended Vacations

Residents shall be given credit on their next trash bill for extended vacations of at least three (3) weeks or more. The value of the vacation credit shall be up to the prorated weekly cost based on the total monthly collection charges (including all disposal fees, taxes, and other charges) as per the Contract.

INSURANCE AND OTHER LEGAL REQUIREMENTS

75. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance as itemized below.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on an ACORD Insurance Certificate. A thirty (30)-day written notice is required if the policy is canceled. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this contract, to comply with these provisions.

75.1 *Workers Compensation Insurance*

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

75.2 *Commercial General Liability Insurance*

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage on any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The Contractor should provide evidence of in-force pollution legal liability with limits of not less than \$5,000,000 per occurrence.

75.3 *Commercial Automobile Liability Insurance*

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

76. 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 notation, without the prior written

approval of the City. Consent by the City shall not be unreasonably withheld, delayed or qualified. The Contractor shall not subcontract 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 subcontract shall be grounds for immediate contract termination.

77. Non-Assignment and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Contract without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Contract shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

78. Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to this Contract or the breach thereof, shall be settled, at the option of the Contractor, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

79. Performance Bond

The Contractor shall provide a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor. The performance bond shall be executed by a corporate surety company authorized to do business in the State of Minnesota. This Contract shall be subject to termination by the City at any time if the performance bond shall be cancelled for whatever reason.

The Contractor's performance bond must be in effect as a condition of final execution of this Contract. The Contractor shall submit adequate documentation of the performance bond for City approval at the time of final execution of this Contract.

80. General Compliance

The Contractor agrees to comply with all applicable local, state and federal laws and regulations governing funds provided under this Contract. The Contractor shall pay its employees performing the work under this contract a living wage. Living wage may be defined pursuant to the Living Wage Calculator produced by Pennsylvania State University as a means to estimate the cost of living within specific geographic locations. (For more information, link to the Living Wage Calculator for Ramsey County, MN at: <http://www.livingwage.geog.psu.edu/counties/27123>.)

81. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or subcontractors of the

Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

82. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract, any resulting environmental liability that is a result of this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

83. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

84. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for six (6) years after final disposition of such property.

85. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

86. Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

87. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

88. Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after sixty (60) days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any reasonable damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

89. Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

90. Contract Amendments

Any amendments to this Contract shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

City of Maplewood:

By _____
Chief Executive Officer

By _____
City Manager

Date: _____

Date: _____

By _____
Chief Operating Officer

By _____
Mayor

Date: _____

Date: _____

APPROVED TO FORM

By _____
City Attorney

Contractor:

By _____
Area President

Date: _____