

CITY OF ELK RIVER
AGREEMENT FOR GARBAGE, REFUSE AND RECYCLING COLLECTION
July 1, 2007 through June 30, 2010

This Agreement made as of _____, 2007, between the CITY OF ELK RIVER, MINNESOTA, a Minnesota municipal corporation (city) and RANDY'S SANITATION, INC., a Minnesota corporation (Contractor),

RECITALS

WHEREAS, the City requires the collection and disposal of garbage, rubbish and recyclables generated at municipal buildings throughout the City of Elk River; and

WHEREAS, the City in April 2007 published and distributed a Request for Proposals to provide the needed collection and disposal services for municipal buildings; and

WHEREAS, the City selected the best proposal which was submitted by Contractor; and

WHEREAS, the Contractor is a licensed hauler in the City of Elk River engaged in the business of collection and disposing of garbage, rubbish and recyclables; and

WHEREAS, the City desires to have all garbage and rubbish collected by the Contractor delivered by Contractor to the Elk River Refuse-Derived Fuel (RDF) plant owned and operated by RRT, LLC; and

WHEREAS, the City retained the services of the Contractor for three-year fixed amount with a city option of a 2-year extended renewal.

NOW, THEREFORE, it is agreed by and between the parties:

I. PURPOSE OF AGREEMENT

The Contractor shall provide garbage, refuse and recycling collection services at the locations and in the manner specified in Attachment A of this Agreement.

II. TERM OF AGREEMENT

The term of this agreement shall be for a period of three years commencing on July 1, 2007 with a city option of a 2-year extended renewal. The 2-year extension will automatically take effect unless the City notifies Contractor prior to expiration of the initial term that the contract will not be extended.

III. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

“Garbage” means animal and vegetable waste resulting from the handling, preparation, cooking, service, and consumption of food.

“Recyclables” are reusable or reprocessible materials approved and agreed to by the parties hereto. Recyclables include such items as newsprint, corrugated and ledger paper, glass, plastics, tin cans, aluminum, used motor oil, batteries, tires, and other metal goods. Recyclables specifically exclude Refuse and compost.

“Refuse” is putrescible and nonputrescible solid waste from residences including Garbage and Rubbish, and specifically excluding yard waste, recyclables, and toxic and hazardous wastes. Refuse further excludes industrial, commercial, agricultural, and construction Garbage or Rubbish and wastes.

“Rubbish” is inorganic solid waste, including ashes, consisting of both combustible and noncombustible wastes, such as wood, bedding, crockery, and other nonreusable waste. Rubbish also includes nonrecyclable types of glass, paper, cardboard, and metal cans.

IV. SCOPE OF AGREEMENT

A. Collection Service

1. Garbage and Refuse Collection

- a. Cart containers are to be furnished and maintained in good condition by the Contractor.
- b. Garbage and Refuse collection shall not include toxic and hazardous waste.
- c. The Contractor shall deliver to and dispose of all such Refuse and Garbage at the Elk River RDF Plant owned and operated by RRT, LLC.
- d. The Contractor shall maintain receipts verifying amounts delivered to and disposed at the Elk River RDF Plant. Such receipts shall be made available for inspection by the City Administrator or an unauthorized representative.

2. Recycling Collection

- a. The Contractor shall not mix other types of Refuse or inorganic materials with the recyclables or take any action so as to make the recyclable material unacceptable to the operators of the recycling center.
- b. The Contractor must provide monthly tonnage reports for all materials collected. The required information includes the market, the receipts, and the net weight and type of material.

B. Service Schedule

1. Only such pick-ups shall be made as have been authorized by the City, and the Contractor shall not be entitled to payment for any pick-up(s) made and not authorized by the City.
2. The City reserves the right to improve any street or alley which may prevent the Contractor from traveling his/her accustomed route(s) for collection. The Contractor shall contact the Environmental Administrator prior to each construction season to determine areas of conflict and possible alternate routes or solutions. No additional compensation will be made for this interference.
3. The City reserves the right to adjust the services identified in Attachment A during the time of this Agreement. In the event such adjustments are made, the City and Contractor shall negotiate appropriate adjustments to the contract payment outlined in Attachment B.

C. Performance of Collection

1. Equipment
 - a. The Contractor shall make all collections of Garbage, Refuse, and Recyclables in water-tight metal receptacles or vehicles with closed tops so constructed that their contents will not leak, spill, or scatter there from. Should any Garbage, Refuse, compost, or Recyclables be dumped or spilled in collecting or transporting, it shall be immediately cleaned up. A broom and shovel in good useable condition should be placed and maintained on each vehicle for this purpose. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect Garbage and Refuse.
 - b. All vehicles shall be painted and marked uniformly and shall have the hauler's name and telephone number prominently displayed in letters of a contrasting color, at least three inches high, on each side of the vehicles.
 - c. The Contractor shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition, shall thoroughly disinfect each vehicle at least once a week unless the same has not been used since the last disinfection thereof, and shall thoroughly inspect each vehicle as necessary. They shall be equipped to meet all federal, state, and municipal regulations concerning vehicles used on public roads and maintained to meet these standards. Equipment is subject to periodic inspection by the City.

- d. The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City of Elk River in the performance of this Agreement and shall advise the City in writing of any withdrawal of a part of such equipment or of any change therein within one week of the time of making such change.
- e. Each collection vehicle shall have a flashing light warning system, fire extinguisher, and proper back-up alarms as approved by the City.

2. Personnel Requirements

- a. There shall be no limitation on the size of the hauler's collection crew so long as they are sufficient to fulfill the requirements of the specifications of this Agreement.
- b. The Contractor's employees shall handle all containers with reasonable care to avoid damage, replace the containers in an upright position on the boulevard adjoining the curb, and dispose of any spilled materials promptly. The Contractor's employees will also report to the Contractor any violations of regulations they observe in the performance of their work. Employees shall be sober at all times in the performance of their duties, be of a presentable appearance, perform work in a neat and quiet manner, and at all times be courteous to the public.

3. Supervision

- a. All services to be performed for the City by the Contractor pursuant to the terms of this Agreement shall be supervised by such employee, agent, or officer of the City as the City Administrator shall designate. The designated inspector may have access to all of the Contractor's Elk River records and equipment at reasonable times.

4. Complaints

- a. Whenever the City notifies the Contractor of a location which has not received scheduled service, the Contractor is required to service such location no later than the following working day from the time of complaint. A record of all complaints and action taken thereon shall be kept by the Contractor.

5. Legal Compliance

- a. The Contractor shall comply with all applicable ordinances of the City and the laws and regulations of Sherburne County and the State of Minnesota and its agencies relating to sanitation and collection of Garbage and Refuse.

- b. The Contractor shall report all violations of ordinances pertaining to garbage and refuse collection and disposal for enforcement purposes, including all unsanitary and filthy conditions, to the City Environmental Office.

6. Safety

- a. The Contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with federal, state, and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction. Employee safety and sanitation facility regulations are set forth in Minnesota Statutes 182 and in the Department of Labor and Industry's Labor Safety Code (LISC 73-75).

V. Payment under Agreement

- A. The City will compensate the Contractor, according to the rates set forth in Attachment B, for collection of Garbage, Refuse, and Recyclables.
- B. During the period of the Agreement, the City will pay to the Contractor such compensation on a monthly basis, upon receipt from the Contractor of a bill and the monthly tonnage report. The compensation shall be for the collection service billed during the preceding calendar month in accordance with the directions from the City Administrator.
- C. State sales tax and surcharges.

The applicable state sales taxes and surcharges shall be paid to the state by the Contractor

VI. Performance of Agreement

- A. The Contractor shall keep complete and accurate records in accordance with generally accepted accounting practices.
- B. The Contractor shall supply all labor, material, and equipment necessary for the carrying out of the Agreement.
- C. Insurance

During the entire period of the Agreement, the Contractor shall maintain, at its cost and expense, and file with the City, policies or certificates of Workers' Compensation and Liability Insurance. Minimum insurance policy coverage requirements are \$500,000 bodily injury per person, \$1,000,000 aggregate per occurrence, and \$50,000 property damage. All policies evidencing insurance

required by this paragraph shall name the City and the Contractor as named insureds, and shall insure the City and the Contractor by reasons of any act or omission, including negligence, of the Contractor or of the Contractor's employees or agents in connection with the performance of this Agreement, including claims arising out of the use of or operation of any vehicles used by the Contractor or the Contractor's employees or agents in performing this Agreement. Such policies shall be in form and content satisfactory to the City Attorney and shall be filed with the City Clerk. A certificate showing that the Contractor has in effect the aforesaid insurance covering both the Contractor and the City shall be filed with the City Clerk within ten (10) days from the execution of the Agreement, and yearly thereafter, at least thirty (30) days prior to the date of the expiration of said policies of insurance for each year of the Agreement. All of the foregoing policies shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and authorized to assume the risks covered thereby. Memorandum policies and receipts for the payment of premiums shall be filed with the City showing payment of premiums for at least one year in advance and on each renewal date provided therein.

D. Performance Guarantee

Contractor's Bond in the amount \$1,917.50 shall be kept in full force and effect throughout the term of this Agreement to guarantee Contractor's Performance under this Agreement.

E. Indemnification

The Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands, and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the Contractor, or the Contractor's employees or agents in connection with the Contractor's performance of this Agreement. The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. The City shall in no way be liable for any claims or charges incurred by the Contractor in the performance of this Agreement.

F. Guaranty of Nondiscrimination

The Contractor agrees that during the life of the Agreement, the Contractor will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, or sex, and will include a similar provision in all subcontracts entered into for the

performance thereof. The Agreement may be cancelled or terminated by the City, and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph. This paragraph is inserted in the Agreement to comply with the provisions of Minnesota Statutes, § 181.59.

G. Payment of Subcontractors and Employees.

The Contractor shall promptly pay all persons doing work or furnishing skills, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and above the performance of this Agreement.

VII. Assignment and Transfer of Agreement.

A. The Contractor will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or any part thereof or any interest therein, or any Agreement or agreement to do any of the same, without the prior written approval of the City, which approval will not be unreasonably withheld.

B. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

1. Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Contractor; and
2. The transfer does not create an anti-trust situation in the local refuse hauling industry that is contrary to the public interest of the residents of Elk River; and
3. Any proposed transferee, by instrument in writing satisfactory to the City, for itself and its successors and assigns, has expressly assumed all of the obligations of service under this Agreement and agreed to be subject to all the conditions and restrictions to which service is subject. It is the intent of this Section VII, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or any interest therein, however consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement; and
4. There shall be submitted to the City for review all instruments and other

legal documents involved in effecting such transfer, and if approved by the City, its approval shall be indicated to the Contractor in writing. The proposed transferee shall submit to the City for review all bonds, insurance policies, and any and all other documents required by this Agreement, and if approved by the City, its approval shall be indicated to the proposed transferee in writing.

VIII. Termination of Agreement

- A. If the City determines that the Contractor is in violation of the terms of this Agreement, a written notice will be sent to the Contractor allowing ten (10) days to comply. Failure by the Contractor to comply within the 10 day cure period will result in cause for the City to immediately terminate this Agreement by written notice to the Contractor.
- B. If the Contractor fails to fulfill any of the provisions of this Agreement, the City Administrator shall be authorized to hire such personnel or equipment, or assign City employees and equipment, as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's performance guarantee submitted pursuant to Section VI.D.

IX. Entire Agreement

This Agreement, within Attachments A and B, incorporated herein by reference, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the City of Elk River and Randy's Sanitation, Inc. have executed this Agreement the day and year written below.

RANDY'S SANITATION, INC

CITY OF ELK RIVER

By: _____

By: _____

Its: _____

Stephanie A. Klinzing
Its: Mayor

By: _____

Lori Johnson
Its: City Administrator

Date: _____

Date: _____

ATTACHMENT A

- 1) **City Hall:**
 - a) 2 – 3 yard trash dumpster (weekly)
 - b) 2 – 2 yard cardboard mixed paper dumpster (weekly)
 - c) City supplied bins for glass, aluminum & plastic recycling (weekly)
 - d) 1 – 95 gallon Cart for Organics (weekly)
 - e) 1 – 95 gallon Locking Cart for Document Destruction (as needed)

- 2) **Street Department:**
 - a) 2 – 6 yard trash dumpster (weekly)

- 3) **Liquor Stores:**
 - a) **Northbound**
 - i) 1 – 3 yard trash dumpster (weekly)
 - ii) City supplied 68 gallon cart for co-mingled recycling (bi-weekly)
 - b) **Westbound**
 - i) 1 – 2 yard trash dumpster (weekly)
 - ii) City supplied 68 gallon cart for co-mingled recycling (bi-weekly)

- 4) **Wastewater Treatment Plant:**
 - a) 1 – 2 yard locking trash dumpster (weekly)
 - b) 2 – 1 yard locking trash dumpster (weekly) (screen waste)

- 5) **Fire Station:**
 - a) 1 – 2 yard locking trash dumpster (bi-weekly)

- 6) **Library:**
 - a) 2 – 90 gallon trash barrels
 - b) City supplied bins for glass, aluminum and plastic recycling (weekly)

- 7) **Ice Arena**
 - a) 1 – 4 yard trash dumpster (twice weekly 6 months, and weekly 6 months)
 - b) 1 – 2 yard cardboard mixed paper dumpster (bi-weekly)
 - c) 1 – 90 gallon plastic recycling (#1 and #2) bin (bi-weekly)

- 8) **Youthbound:**
 - a) 1 – 90 gallon trash barrel
 - b) 1 – 90 gallon co-mingled recycling (bi-weekly)

- 9) **Downtown:**
 - a) 22 – refuse containers/downtown business district. Pickup Monday and Friday from April 1st to September 30th. Monday pickup October 1st through March 31st.

10) Pinewood Golf Course (18150 Waco St):

- a) 1 – 3 yard locking trash dumpster (weekly). Pickup Mondays weekly from April 1st to September 30th. One final pick-up on October 31st. City staff will remove barrels on November 1st – no pick-up November 1st through March 31st.

11) Parks and Ball Fields

- a) 1 – 6 yard locking trash dumpster for Lion’s Park ** (weekly)

Other services as described below:

LOCATION	# OF CONTAINERS (68-gallon containers provided by the city)
**Softball Complex	10 refuse
**Orono Park & Kuss Field	10 refuse & 6 recycling corrals
**Youth Athletic Complex	20 refuse
**BMX	4 refuse
*Babcock Park	4 refuse
*Barrington Park	2 refuse
*Deerfield 4 Park	2 refuse
*Hillside Park	2 refuse
*Ridgewood East Park	2 refuse
*Woodland Trails Park	4 refuse

* Pickup Mondays weekly from April 1st to September 30th. One final pickup on October 31st. City staff will remove barrels on November 1st – no pick-up November 1st through March 31st.

** Pickup Monday and Friday from April 1st to September 30th. One final pickup on October 31st. City staff will remove barrels on November 1st – no pick-up November 1st through March 31st.

ATTACHMENT B

Monthly payment = \$2,218.66 (Total Annual Contract = \$26,623.86). In addition, the Contractor may charge the city \$1.15 per extra bag deposited at the softball complex building. The Contractor shall itemize such additional charges on its monthly invoice to the City described in Section IV D.2.