



The City Council of the City of St. Charles welcomes you to its  
 Regular Meeting of Tuesday, October 22, 2019 at 6:00 p.m.  
 at 830 Whitewater Avenue, City Council Chambers, St. Charles, Minnesota.

ITEM	ACTION REQUESTED
1. Call to Order	
2. Pledge of Allegiance	
3. Approval of the Agenda	
4. Notices and Communications –	
5. Review of Financials	
6. WOW Request—Winter Events	APPROVE
7. SEMMCHRA-Small Cities Application Review	APPROVE
8. Trail Extension—Southfork Addition	APPROVE
9. 2020 Preliminary Budget Review-Mike Bubany	INFORMATION
10. 2020 Refuse and Recycling RFP	APPROVE
11. Safe Routes To School -Pay Request No. 5	APPROVE

**UNSCHEDULED PUBLIC APPEARANCES:** Members of the audience may address any item not on the agenda. State Statute prohibits the City Council from discussing an item that is not on the agenda, but the City Council does listen to your concerns and has staff follow up on any questions you raise.

**ADJOURNMENT**



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MEMORANDUM for the CITY COUNCIL of St. Charles for  
Tuesday, October 22, 2019

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**6. WOW Request-Winter Events.** Enclosed in the packet for consideration is a request from WOW representatives as they are looking to plan/organize winter events for the City Hall green space.

**7. SEMMCHRA-Small Cities Application Review.** Karen DuCharme of the Southeast Minnesota Multi-County Housing and Redevelopment Authority will be present to discuss the survey results as well as next steps for the Small Cities application.

**8. Trail Extension—Southfork Addition.** City Staff have been working with Karen DuCharme and SEMMCHRA staff to explore the possibility of a trail extension within the Southfork housing development following Hwy. 14. This item has been previously discussed by Council and SEMMCHRA and at this time SEMMCHRA is willing to provide an easement if the City is interested in pursuing this option.

**9. 2020 Preliminary Budget Review-Mike Bubany.** Mike Bubany of David Drown & Associates will be present to review the Enterprise Fund rates along with our Capital Improvement Plan.

**10. 2020 Refuse and Recycling RFP.** A final RFP is included in the packet for consideration to begin advertising and submission to vendors.

**11. Safe Routes to School-Pay Request No. 5.** Please see the enclosed request for semi-final payment for the Safe Routes To School project. Staff and engineers are working with the contractor to finalize all projects.



## Request for City Council Action

Date: 10/18/2019

Requested Council Date: 10/22/2019

Originating Department: Admin.

Council Action Requested: WOW Winter Events

The WOW group would like to hold winter events potentially on Saturdays from 4-8 p.m. possibly Nov. 30, Dec. 7, Dec. 14, and Dec. 21. The city has approved the installation of an ice skating rink. Additional requests are below including: use of City Hall for restrooms and garbage, and use of the church as a warming space. The City has been maintaining the natural gas service at a minimal cost of approximately \$20.00/month. During the winter, the service has been approximately \$40.00/month. Representatives will be present to request the various pieces. Additional information is being researched as far as any required additional liability for a possible tree if large enough that it requires anchoring/cabling.

Background Information: Upcoming Winter Market (maybe named differently)..... Winterfest is also planning activities at City Hall Park

- Ice rink (already approved) open circle skate, no HOCKEY
  - With Christmas lights on the rink , church and deck
  - City Christmas Tree (a big one, so we can have a lighting ceremony)
  - Vendors (selling Christmas trees, wreaths, earrings and any other products for Christmas)
  - Food Vendors
    - Food trucks
    - Hot chocolate stand
    - Homemade snow cones with fresh maple syrup
    - Warm alcoholic drinks and beer (needs approval)
  - Use City Hall for restrooms and garbage's
  - Use the Church as a warming place (is there an opportunity for cable?) This would help with renting the space out in the future



**ST. CHARLES, MINNESOTA**  
**REQUEST FOR PROPOSAL TO PROVIDE SANITARY REFUSE**  
**AND RECYCLING CURBSIDE SERVICES**

**INTRODUCTION**

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified vendors of residential refuse/recycling services in order to identify and select a service provider to contract with for the collection, processing, proper disposal, and marketing elements of the City of St. Charles (“City”) city-wide refuse and recycling program. The intent of the RFP is to improve the services performed over existing levels and to enhance the cost-effectiveness and efficiency of the City’s existing residential refuse/recycling program by requesting competitive proposals from qualified service providers.

The City seeks services for the following two (2) program components for a Five (5) year contract term:

1. Bi-weekly residential curbside “no sort,” single-receptacle/container/cart per customer, collection of recyclable materials within City limits and proper processing of the same; and
2. Weekly residential curbside, single-receptacle/container/cart per customer, collection of residential garbage/refuse within City limits and proper disposal of the same.

All proposals shall include the following:

1. The basic service for collection of garbage and refuse shall include three options for containers for selection by customers: one (1) thirty-five (35) gallon, one (1) sixty-five (65) gallon container, or one (1) ninety-five (95) gallon container.
2. Special pick-up arrangements for matters including: white goods (e.g., refrigerators, stoves, dryers, mattresses, couches, etc.) and electronics (e.g., computers, televisions, etc.) collection.
3. Special pick-up arrangements for annual Spring City Cleanup in May. Residents are instructed to bring selected materials to the City Shop at 200 Northwoods Drive for disposal. The event is held from 8 a.m. to noon on that Saturday. The service provider supplies crews to help dispose of select materials including furniture and misc. items. Items specifically not accepted include the following: televisions, computers, hazardous materials, construction materials, large exercise equipment (i.e. treadmills, etc.
4. Service schedule.

5. Description of collection vehicles and collection operations, including methods for prevention of leaks and spills.

To receive proposals from a wide range of firms and to allow the City to select a firm best suited to the program. It is required that proposers submit proposals on both program components for their proposals to be considered responsive.

## DESCRIPTION OF CITY

St. Charles is a Home Rule Charter City located 20 miles east of Rochester. It affords residents and businesses easy access to the region's population and employment centers. The City has a population of approximately 3,838 (April 2019 Census).

St. Charles provides an extensive array of services including public works, fire protection, parks and recreation, planning, economic development, redevelopment, finance, and internal management support functions. The City also operates an electric, water, wastewater, and storm sewer utility. The City belongs to an insurance pool comprised of numerous cities and is operated by the League of Minnesota Cities Insurance Trust.

## SCHEDULE OF EVENTS

This RFP will be conducted according to the following tentative schedule of events. This tentative schedule may be altered at any time at the discretion of the City.

Requests for Proposals Distributed	October 28, 2019
Deadline to submit Proposals	November 29, 2019 (12:00 p.m.)
Review of Proposals	December 10, 2019 7:00 p.m.
City Council selects contractor	December 10, 2019 (Pending need for further information)
Contract term starts	April 1, 2020

**\*The requirements of Minnesota Statutes, Section 471.354 are not applicable to this RFP. The City reserves the right to reject all proposals.**

## **PROPOSAL SCOPE**

### **Background**

The City of St. Charles first initiated a residential refuse/recycling contract to a single hauler in 1996 in order to provide the most cost-effective service to its residents. In addition, the contract helped to eliminate multiple trucks from unnecessarily disturbing local neighborhoods while protecting City streets from unnecessary destruction due to the weight of multiple haulers. The City has grown to 1,441 services and collects approximately 1,100 tons of MSW as of 2018.

### **Recycling Program History**

Previously, the program utilized 13 gallon recycling bins provided by Winona County Environmental Services or any other cardboard or plastic container. Currently, residents utilize 95-gallon and 65-gallon recycling containers in a no-sort system. Recycling service is picked up curbside on trash days currently Thursdays and Fridays, twice a month. The program currently accepts materials source-separated by program participants into the following ten categories:

- Newspaper
- Boxboard
- Mail/magazines/catalogs
- Cardboard
- Plastic bottles
- Steel cans
- Clear glass
- Brown glass
- Green glass
- Aluminum cans
- Plastics 1-7

### **Residential Refuse History**

The City of St. Charles has contracted all of its residential refuse services since 1996 in an effort to realize more efficiencies through an effective delivery of service by a single provider.

### **Scope of Services**

The City of St. Charles seeks the following services (the “service” or “services”):

1. Bi-weekly residential curbside “no sort,” single-receptacle/container/cart per customer, collection of recyclable materials within City limits and proper processing of the same; and
2. Weekly residential curbside, single-receptacle/container/cart per customer, collection of residential garbage/refuse within City limits and proper disposal of the same.

All receptacle/containers/carts for the above services shall be provided by the selected provider.

**Number of Households**

The number of households to receive residential curbside collection services are provided below:

<b>City</b>	<b>Number of Households</b>
St. Charles	1,441

Source: 2018 Utility Services with Garbage Services

**SERVICE PROGRAM ALTERNATE**

Proposers shall, submit proposals responding to the City’s request for both refuse and recycling services.

Proposers shall also include in their proposal the following as an alternative:

1. Currently, the City signs up customers and bills for the monthly service. Complaints are also received through City Hall and then staff work with representatives from the licensed hauler to rectify the situation. Alternative formulas/options for the company to conduct the billing instead of the City.

## **SUBMITTAL OF PROPOSALS**

### **Office Receiving Proposals**

Proposals shall be submitted to:

Nick Koverman  
City Administrator  
St. Charles City Hall  
830 Whitewater Avenue  
St. Charles, MN 55972

Proposals shall be received no later than 12:00 p.m. on Friday, November 29, 2019. Proposals submitted by email or facsimile will not be accepted.

By submitting a proposal, the proposer represents that he, she or it has thoroughly examined and become familiar with the services to be performed under this RFP and that he, she or it is capable of providing quality services to achieve the objectives of the City.

All information submitted in response to the RFP shall become property of the City. Once submitted, a proposal will become public data at such time as provided in and pursuant to the requirements of the Minnesota Government Data Practices Act. Once public, proposals are available for viewing and reproduction by any person. Submitted proposals will not be returned to proposers.

### **Late Submittals**

Any proposal submitted at the office designated herein after 12:00 p.m. on Friday, November 29, 2019 will not be considered and will be deemed non-responsive. The City reserves the right to consider a proposal that has been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made. The requirements of Minnesota Statutes, Section 471.345 are not applicable to this RFP.

Questions may also be transmitted to Nick Koverman by email to [nkoverman@stcharlesmn.org](mailto:nkoverman@stcharlesmn.org), by facsimile at this number: 507-932-5301, or by phone at this number (507) 932-3020.

Please note that other City personnel or representatives of the City will not discuss this RFP with proposers prior to the submittal deadline.

## PROPOSAL FORMAT

Proposals shall be prepared two-sided on 8-1/2" x 11" paper. **Proposers shall submit proposals as one (1) unbound, signed original and five (5) bound copies.** The proposal format shall follow the Table of Contents described herein with all pages sequentially numbered throughout or by section. Binders and covers will be at the proposer's discretion. The proposal should be clear and understandable when reproduced in black and white. All text and exhibits should be succinct and relevant to the RFP requirements.

Proposals shall be submitted in sealed mailing envelopes or packages with the following clearly written on the outside:

1. The proposer's name and address.
2. The title: "Proposal to Provide Residential and Recycling Services to the City of St. Charles"

## **Description of Each Item**

A description of each item required in the proposal follows.

### Item 1: Letter of Transmittal

Address the letter of transmittal to Nick Koverman, City Administrator, City of St. Charles, 830 Whitewater Avenue, St. Charles, MN 55972 and include, at a minimum, the following:

1. Identification of the proposing company, including name, address and telephone number.
2. Name, title, address and telephone, email address, and fax numbers of a contact person during the period of proposal evaluation.
3. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
4. Signature of a person authorized to bind the proposing company to the terms of the proposal.

### Item 2: Proposer's Questionnaire

Proposals will be considered only from responsible companies or individuals now or recently engaged in the performance of services comparable to those found in the base program specifications described herein. In order to determine qualifications and experience, each proposer shall complete the Proposer's Questionnaire found in this RFP.

### Item 3: Proposal

For each service proposers wish to make a proposal, submit the proposal form for the respective service.

### Item 4: Signed Copy of Final RFP Addenda (if Addenda exist)

Proposers shall indicate that they have read and understood the Final RFP Addenda (if Addenda exist) by signing and returning the Addenda. The Final RFP Addenda shall become part of the proposal and original signed Addenda shall be submitted with the proposal. Proposals not including signed Addenda shall be rejected as non-responsive.

#### Item 5: Security

Proposers shall include a Proposal Security with all sealed proposals as described herein. If the Proposal Security is missing or is an insufficient amount at the time of the proposal opening, the proposal shall be considered non-responsive.

#### Item 6: Affidavit of Non-Collusion

The enclosed form found within this RFP shall be completed, signed and notarized.

### **PROPOSAL EVALUATION CRITERIA**

The St. Charles City Council intends to select a service provider and enter into a services contract with the contractor/provider that the Council feels most closely meets its needs and the needs of the residents of St. Charles. Proposed price alone will not be the sole determining factor for a selection of a provider/contractor. Consideration of the following factors will also be taken into account: Customer Service Standards and Practices, Administrative and Management Qualifications and Experience, and Refuse and Recyclable Materials Collection Experience and Qualifications.

All proposals received by the submittal deadline will be reviewed and evaluated by an evaluation committee comprised of Council and City Staff. The City may request additional information from the proposers at any time, and interviews and site visits may be part of the evaluation process. The City reserves the right to negotiate terms and conditions with proposers at any time during the evaluation, selection and contract processes in the event the City deems the same necessary, desirable or in the best interest of the City and its residents.

## **CITY'S RIGHTS RESERVED**

The City of St. Charles reserves the right to reject any and all proposals with such determination to be within the sole discretion of the City and not subject to question or appeal. The City reserves the right to remedy technical errors that may occur in the RFP process.

The City reserves the right to accept or reject proposals in whole or in part, to negotiate separately as necessary to serve the best interests of the City and reserves the right to accept other than the lowest cost proposal. The City reserves the right to reissue this RFP in its sole judgment and discretion.

The RFP does not obligate the City of St. Charles to select any proposer or award a contract, and the City reserves the right to reject any or all proposals or parts of proposals; to negotiate modifications, scope of services and expenses; to accept part or all of the proposals on the basis of considerations other than cost; and to select all or part of a proposal consistent with the best interest of the City. The City reserves the right to cancel negotiations or a contract without penalty should circumstances arise to prevent continuation of the contract.

The proposer shall not assign any interest to the negotiated contract and shall not transfer any interest in the same, whether or by subcontract, assignment or novation, without prior written consent of the City.

## **PRE-CONTRACTUAL EXPENSES**

Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing its response to the RFP.
2. Submitting its response to the City.
3. Negotiating with the City any matter related to this RFP or subsequent contract.
4. Any other expenses incurred by the proposer prior to the date of execution of the proposed contract with the selected service provider/contractor.

The City shall not, in any event, be liable for any pre-contractual expenses, including but not limited to attorney's fees, incurred by the proposers in the preparation of their proposals to the RFP or any negotiations or preparations of the service contract with the selected service provider/contractor. Proposers shall not include any such expenses as part of their proposals.

## **PROPOSAL SECURITY**

Proposers shall include in their sealed proposal a Proposal Security ("Security") in the amount of \$20,000 or ten (10) percent of the amount of the first year's annual total contract price, whichever is less. If the Security is missing or is an insufficient amount at the time of the proposal opening, the proposal shall be considered non-responsive.

The Security may be a bid bond naming the City of St. Charles as obligee written by a corporate surety satisfactory to the City of St. Charles or may be in the form of a certified or cashier's check, money order or irrevocable letter of credit made payable to the City of St. Charles and pledging that the successful proposer will enter into a contract with the City on terms as stated in this RFP and in the proposal and will, if required, furnish bonds as described hereunder covering the faithful performance of the contract and the payment of all obligations arising thereunder. Should the successful proposer refuse to enter into such contract or fail to furnish such bonds, if required, the amount of the Security shall be forfeited to the City as liquidated damages, not as a penalty.

The City shall have the right to retain the Security of proposers to whom an award is being considered until either: (a) the contract has been executed and performance and payment bonds have been furnished; or (b) all proposals have been rejected.

## AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the proposer/responder (if the proposer/responder is an individual), a partner in the company (if the proposer/responder is a partnership) or an officer or employee of the responding company, if a limited liability company, or corporation having legal authority to sign on its behalf (if the proposer responder is a limited liability company or corporation);
2. That the information provided in this proposal is true, accurate and complete, and I have the authority to submit this proposal, which will become part of a binding contract if accepted by the City of St. Charles;
3. That the attached proposal has been arrived at by the proposer/responder, independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposals, designed to limit independent competition;
4. That the contents of the proposal has not been communicated by the proposer/responder or its employees or agents to any person not an employee or agent of the proposer/responder or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal or to any official opening the proposal;
5. That I have not made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of St. Charles that would tend to destroy or hinder free competition; and
6. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Name (print): \_\_\_\_\_

Signed : \_\_\_\_\_

Company name: \_\_\_\_\_

Company address: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

## PROPOSER'S QUESTIONNAIRE

*Failure to provide the information requested  
may be cause for rejection of proposal as non-responsive.*

Please type or print clearly all responses to questionnaire.

**Company Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Telephone:**

**Fax:**

**Contact Person:**

**Email:**

The City of St. Charles will issue one (1) contract for residential refuse and recycling collection service. The Contractor must be licensed in Winona County. The contract period is for five (5) years. There will be no collections before 7:00 a.m. Monday through Friday or at any time on weekends. A certificate of insurance must be on file with the City. This contract is non-transferable.

1. Are you licensed in Winona County?      Yes                      No
2. Number of years Contractor has been in the refuse collection business:
3. Number of years Contractor has been in the recycling collection business:

### 4. Equipment

On separate sheet(s) of paper, list all equipment, including make, model, capacity and gross weight for each, to be used to perform all recycling and residential refuse services required by this RFP.

### 5. Employees

- a. How many permanent employees do you propose to use under this contract?

\_\_\_\_\_

- b. Do you intend to employ additional employees for this work?

Yes \_\_\_\_\_

No \_\_\_\_\_

### 6. Customer Service Standards and Practices

On separate sheet(s) of paper, describe your firm's customer service standards and practices as they would apply to performing all recycling services required by this RFP including, but not limited to:

- a. Missed or late set-out collections
- b. Tagging of improperly set-out materials

- c. Response to a reporting of resident complaints
- d. Services offered for residents with special service needs (e.g., senior citizens, persons with disabilities, etc.)

## **7. Operating Practices and Policies**

On separate sheet(s) of paper, describe your firms operating practices and policies as they would apply to performing all recycling and residential refuse services required by this RFP including, but not limited to:

- a. Minimum driver qualifications
- b. Driver training
- c. Driver dress code
- d. Driver route sheets including collection records and logs

## **6. Administrative and Management Qualifications and Experience**

On separate sheet(s) of paper, describe your firms administrative and management qualifications and experience as they would apply to performing all recycling and residential refuse services required by the RFP including, but not limited to:

- a. Tools to facilitate good communication between your firm and your customers and residents
- b. Staff coverage
- c. Management and customer service organization
- d. Examples of client reporting packages

## **7. Recyclable and Residential Refuse Materials Collection Experience and Qualifications**

On separate sheet(s) of paper, provide details of your firms experience and qualifications in providing recycling and residential refuse collection services to programs of similar scope or type, including, but not limited to:

- a. Number of clients served (e.g., counties, municipalities)
- b. Total number of households

- c. Tons of recyclable materials collected annually
- d. Years of experience providing similar services
- e. Total count of employees providing recyclable and residential refuse materials collection

**8. Recyclable Materials Processing and Residential Refuse Processing and Marketing Experience and/or Arrangements**

On separate sheet(s) of paper, describe your firm's experience and qualifications in recyclable materials handling, processing, storage, transporting and marketing of materials generated from the program component(s) you are bidding on (e.g., residential curbside, single sort/no sort recycling). If arrangements with a third party vendor will be used for recyclable materials processing and marketing, please provide their experience and qualifications.

**9. References**

Provide a minimum of three (3) clients served (e.g., counties, municipalities) receiving recycling and residential refuse services from the proposer within the last five (5) years, provide the client's name, address and telephone number for a contact person currently available who is familiar with the proposer's experience and qualifications in performing recycling services required by this RFP. The contact person should be used as a reference and should be familiar with the firm's experience and qualifications described in questions 4, 5, 6, 7 and 8 above.

**10. Financial Report**

Please attach a copy of your firm's most recent financial report or other documentation demonstrating your firm's financial ability to perform the services outlined in this RFP.

**11. Contact Information**

For the person completing this questionnaire, please provide:

- a. Name
- b. Title
- c. Phone
- d. Email address

**SCOPE OF SERVICES  
CONDITIONS & SPECIFICATIONS FOR BASE PROGRAM**

**I. DEFINITIONS**

Words, phrases or other expressions used in this RFP shall have the following meanings:

- 1.1 Administrator shall mean the City Administrator of the City of St. Charles or his/her duly authorized representative.
- 1.2 Contract shall mean the refuse and recycling service agreement between the City and the selected service provider as Contractor. The final terms of the agreement may be negotiated but are intended to follow the purpose, intent and elements of this RFP and the accepted proposal. Contractor must hold a current refuse hauler license from Winona County, Minnesota.
- 1.3 City of St. Charles shall mean the City of St. Charles, Minnesota acting through its duly appointed officers, employees, agents and representatives.
- 1.4 City Council shall mean the elected City Council of the City of St. Charles, Minnesota.
- 1.5 Contractor shall mean the corporation, company, partnership, firm or individual that the City selected to be its recycling and residential refuse service vendor once a final agreement is negotiated and officially executed.
- 1.6 Day or Days shall unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- 1.7 Family Unit shall mean any number of individuals living and cooking food together on the premises as a single housekeeping unit.
- 1.8 No Sort shall mean the collection of co-mingled recyclable materials in a single container with a lid regardless of type or size.
- 1.9 Proposer shall mean any corporation, company, partnership, firm or individual that submits a proposal to the City in response to this RFP.
- 1.10 Recycling and Residential Refuse Collection Services shall mean the bi-weekly pick up of recyclable and weekly pickup of refuse waste materials accumulated in collection containers at locations designated by the City in this RFP and the transporting of the recyclable materials to a recycling facility where they will be processed and/or transferred to recycling markets, and the proper disposal of refuse waste materials.

- 1.11 Recycling Markets shall include any person or company that buys (or charges) to recycle specified materials. Recycling markets may include, but not be limited to, end-markets, intermediate processors, brokers and other recycling material reclaimers.
- 1.12 Recyclable Materials shall include, but not be limited to, materials for single-sort/no-sort from solid waste for the purpose of recycling: residential mixed paper, newsprint and inserts, boxboard, mixed mail, magazines, catalogs, telephone books, corrugated cardboard, #1 PET and #2 HDPE plastic bottles with a neck, clear, green, and brown glass bottles and jars, aluminum, steel and bi-metal cans, Plastic (#1-7) and other materials mutually agreed upon between the City and Contractor.
- 1.13 Recycling and Residential Refuse Facility shall mean a public or private facility that engages in the processing and/or marketing of recyclable and residential refuse materials.
- 1.14 Residential Curbside Collection Area shall mean the areas within city limits of which residential dwelling units shall receive residential curbside collection service.
- 1.15 Residential Curbside Collection Container shall mean a container(s) with a lid and wheels provided by the Contractor in which recyclable materials or residential refuse are stored and placed to receive residential curbside collection service.
- 1.16 Residential Mixed Paper shall mean paper fiber that is generated by residential dwelling units and includes mixed mail, magazines, catalogs and boxboard.
- 1.17 Residential Dwelling Unit shall mean buildings used as living quarters for attached and detached Family Units which receive individual curbside recycling and residential refuse collection services within the designated City service area. A Residential dwelling unit shall not include hotels, motels, boarding or lodging houses or apartment buildings of more than 5 units.
- The Administrator shall have the authority to determine the status of a building as a “Residential Dwelling Unit.”
- 1.18 Subcontractor shall mean and refer only to a corporation, partnership, firm or individual having a direct contract with the Contractor for performing work in connection with this contract.
- 1.19 Ton shall mean a short ton of 2,000 pounds.

## II. GENERAL CONDITIONS

The contract with the selected service provider shall be on a form acceptable to the City, and shall contain the following terms and conditions, among others required by the City:

The Contract with the selected service provider shall contain the following terms, among others, and by submitting a proposal to this RFP the proposer hereby agrees to the same:

### 2.1 CONTRACTOR'S OBLIGATIONS

- A. In strict accordance with the terms of this Contract (including the General and Special Conditions and Specifications herein) and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, licenses, permits or other rights, transportation services and recyclable processing, residential refuse processing, and marketing arrangements required to perform and complete the collection, processing and marketing of recyclable and refuse materials.
- B. Any contracts between the Contractor and businesses, commercial operations, multi-family housing buildings over 5 units, institutions, schools, or industries and units of government or agencies thereof, shall include a provision that such contract shall not interfere with the terms and conditions set forth under this Contract.

### 2.2 CONTRACT TERM

#### A. Five-Year Term

The term of the contract to be awarded under this RFP will be from April 1, 2020 through March 31, 2025 unless terminated earlier.

#### B. One-Year Extension Options

At the expiration of the initial five-year contract term or any extension thereof, the City and Contractor may extend the Contract for up to five (5) periods of one (1) year each. The Contractor may request a one-year contract extension if written notice of such request is received by the City a minimum of six (6) months prior to the expiration date of this Contract. The proposal price for the option years shall be adjusted by the percentage increase in the consumer price index for all urban areas (CPI-U as found at [www.bls.gov/news.release/cpi.t01.htm](http://www.bls.gov/news.release/cpi.t01.htm)) as follows:

1. Option year 1: The contract price for 2020 adjusted by the percentage increase in the CPI-U with a maximum increase of four (4) percent from April 2020 to April 2021.

2. Option year 2: The contract price for 2021 adjusted by the percentage increase in the CPI-U with a maximum increase of four (4) percent from April 2021 to April 2022.
3. Option year 3: The contract price for 2022 adjusted by the percentage increase in the CPI-U with a maximum increase of four (4) percent from April 2022 to April 2023.
4. Option year 4: The contract price for 2023 adjusted by the percentage increase in the CPI-U with a maximum increase of four (4) percent from April 2023 to April 2024.
5. Option year 5: The contract price for 2024 adjusted by the percentage increase in the CPI-U with a maximum increase of four (4) percent April 2024 to April 2025.

2.3 PAYMENT – The following is subject to adjustment by the City depending on the billing arrangement selected by the City:

- A. By the end of the 1<sup>st</sup> week of each month, the Contractor shall submit an invoice to the City for the recycling and refuse collection services provided during the previous month. The City and the Contractor shall mutually agree on the invoice format including, separate itemized charges for services such as residential refuse and recycling curbside collection. The City of St. Charles is currently responsible for billing and may negotiate the continued service to the residents of St. Charles in which case this provision shall be amended to address this arrangement.
- B. Payment shall be made monthly within thirty (30) days after receipt of Contractor's invoice or at the time of the City's next regular payment cycle.
- C. Thirty (30) days after the expiration of this Contract, all moneys due the Contractor held by the City in excess of a sufficient sum retained to cover any claims or Liquidated Damages, verified or otherwise, arising out of this Contract, a sufficient sum to meet and discharge the claims of material, equipment, laborers and costs of action and sufficient sum to pay any bills due the City, shall be paid to the said Contractor.
- D. The Contractor shall pay all lawful bills rendered against him/her by the City. If the Contractor shall fail to pay such bill within thirty (30) days, the City may deduct the amount thereof from amounts due and owing the Contractor.

## 2.4 AUDITS

The Contractor shall allow the City or its duly authorized agents reasonable access to the Contractor's books, records, documents and accounting procedures and practices relevant to all services provided under this Contract. All finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor shall become the property of the City upon termination of this Contract.

## 2.5 CONTRACTOR'S ACCIDENT PREVENTION

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

## 2.6 DAMAGE TO PROPERTY

- A. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract.
- B. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling or refuse collection containers, which are damaged by the Contractor.
- C. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours or as acceptable to the property owner if later, with property of the same or equivalent value at the time of the damage.
- D. If the Contractor fails to address the repair or replacement damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses.
- E. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

## 2.7 INSPECTION

- A. The City may appoint authorized representatives as it deems proper to inspect the work performed by the Contractor and to inspect the Contractor's facilities for compliance with the Contract requirements. The Contractor shall furnish all reasonable assistance required by the authorized representatives for the proper inspection of the work.
- B. Authorized representatives of the City shall be free at all times to perform their duties. Any attempted intimidation of one of them by the Contractor or his/her employees shall be sufficient reason, if the City so decides, to terminate the Contract.
- C. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the Contract.

## 2.8 COMPLIANCE WITH APPLICABLE LAW

- A. The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Contract. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of the services contemplated herein. Any violation shall constitute a material breach of this Contract.
- B. If the Contractor shall discover any provision in the specifications or the Contract which is contrary to or inconsistent with any law, ordinance or regulation, he/she shall forthwith report it to the Administrator in writing.
- C. Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate his/her obligations hereunder, unless said amendments make the completion of this Contract impossible.

## 2.9 EQUAL OPPORTUNITY

- A. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- B. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- C. The Contractor shall incorporate the foregoing requirements of this section in all of its subcontracts for program work and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

#### 2.10 TAXES, LICENSES AND PERMITS

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

#### 2.11 INDEPENDENT CONTRACTOR

- A. The Contractor shall be responsible for the complete supervision and control of his/her Subcontractors. Notice to the Contractor shall be considered notice to the Subcontractors.
- B. The Contractor is, and shall remain for all purposes, an independent Contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City.
- C. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation, which it may obligate itself to pay to any of its employees or consultants.
- D. No statement contained in this Contract shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City. Contractor acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

#### 2.12 TITLE TO RECYCLABLE MATERIALS

Title to and all other incidents of ownership of the recyclable materials shall pass to the Contractor when such materials are handled by the Contractor.

## 2.13 ASSIGNMENT AND SUBCONTRACTING

- A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the City Council, nor shall he/she/it assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the City has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the consent of the City Council.
- B. In case the Contractor is permitted to assign moneys due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered and materials supplied for the performance of the work and to any claims of the City arising out of or under this Contract.
- C. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her, his/her subcontract should be immediately terminated by the Contractor upon written notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as he/she is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City. The Contractor and his/her/its Surety alone shall be held responsible for the full and faithful performance of this Contract.
- E. Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of City. Contractor shall be responsible for the performance of all subcontractors. As required by Minn. Stat. § 471.425, Contractor must pay all subcontractors, less any retainage, within Ten (10) calendar days of Contractor's receipt of payment from City for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

## 2.14 PERFORMANCE BOND

- A. The Contractor shall provide a joint and several performance bond to the City of St. Charles, in a form acceptable to the City, to protect said City, and also to protect anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such Contract, which bond shall be signed by the Contractor and a surety company as surety, and shall be in an amount equal to \$25,000 or the amount of the annual

total contract price, whichever is more. The bond shall at all times be kept in full force and effect; said surety company shall have a Best Insurance Rating of A or better and a letter so stating shall accompany the performance bond.

- B. The condition of said bond shall be that the Contractor shall fully and faithfully perform all provisions of the Contract and the specifications and shall pay all laborers, mechanics and subcontractors, and all persons who shall supply such person or persons, or subcontractors with provisions and supplies for the performance of the Contract; provided that the bond shall not be security for money loaned or advanced to the Contractor, subcontractor or other person in the performance of the Contract.
- C. A performance bond continuation certificate shall be delivered to the City at least thirty (30) days before the expiration of the bond. Failure to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute default on the part of the Contractor and shall be sufficient grounds for immediate termination of the Contract by the City.

## 2.15 GENERAL INDEMNIFICATION

- A. The Contractor agrees to indemnify, protect, save, and hold harmless the City, its agents, officers and employees from and against 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, subcontractors or agents in connection with the Contractor's performance of this Contract or any renewal hereof. 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 indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Contractor agrees, that in order to protect itself and the City under the indemnity provisions set forth herein, it will at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which the City is entitled under Minn. Stat. Chapter 466 or otherwise.
- B. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this Contract, for which the City may become liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured. In case such evidence is

not furnished or is not satisfactory, an amount may be retained from money due the Contractor which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

## 2.16 CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, person injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law, for any release or threatened release of hazardous waste or hazardous substances which is not properly collected, processed and/or transferred to recycling markets by the Contractor in violation of this Contract.

## 2.17 INSURANCE

- A. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required herein and such insurance has been approved by City, nor shall Contractor allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. Contractor agrees to procure and maintain, at Contractor's expense, statutory Workers' Compensation coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts Contractor from Workers' Compensation insurance or if Contractor has no employees in the City, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the Contract Contractor becomes eligible for Workers' Compensation, Contractor must comply with the Workers' Compensation insurance requirements herein and provide City with a certificate of insurance.
  2. Contractor agrees to procure and maintain, at Contractor's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverages insuring Contractor against claims for bodily injury or death, or for damage to property, including loss of use, which may arise

out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile and commercial vehicle use). The following coverages shall, at a minimum, be included in the CGL insurance:

Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile and commercial vehicle liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos as well as any other commercial vehicles such as garbage trucks used in operations. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. City shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that Contractor's coverage shall be primary and noncontributory in the event of a loss.

3. Contractor agrees to procure and maintain, at Contractor's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Automobile and Commercial Vehicle Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
Umbrella or Excess Liability	\$1,000,000

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages shall be provided to City upon execution

of this Contract.

5. Any insurance limits in excess of the minimum limits specified herein above shall be available to City.
6. Contractor's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to City or Ten (10) days' prior written notice to City for nonpayment of premium.
7. Contractor's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to City with respect to any claim arising out of Contractor's performance under this Contract.
8. Contractor is responsible for payment of Contract related insurance premiums and deductibles. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
9. Contractor shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
10. Contractor's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.
11. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
12. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by CITY.
13. Effect of Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless City and City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or

otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, City may require Contractor to:

- a. Furnish and pay for a surety bond, satisfactory to City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by City within Fifteen (15) days of receiving notice from City.

- 14. Notwithstanding the foregoing, City reserves the right to immediately terminate this Contract if Contractor is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against Contractor.

- B. Pursuant to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("Act"), the Contractor agrees to maintain and protect data on individuals received, or to which the hauler has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or reviewed by the hauler under this Contract may be released to the public by the Contractor or its employees or representatives, unless authorized by the Act. The Contractor agrees to indemnify and save and hold the City, its officials, agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Act by the Contractor or its subcontractors, agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this contract agreement.

## 2.18 DEFAULT AND TERMINATION

- A. If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned by him/her/it without the written consent of the City Council;

or if the Contractor voluntarily files for bankruptcy or is adjudged bankrupt; or if a general assignment of his/her/its assets is made for the benefit of his/her/its creditors; or if a receiver is appointed for the Contractor or any of his/her/its property; or if at any time the City determines that the performance of the work under this Contract is being unnecessarily delayed or that the Contractor is violating or failing to perform any of the conditions of this Contract ; or if the Contractor is causing an immediate hazard or threat to public health or safety; or if the Contractor fails to administer the services provided herein in such a manner as to endanger the performance of this Contract; or that he/she/it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract, then the City may provide written notice to the Contractor and his/her/its Surety of the City's intention to terminate this Contract.

- B. Unless within five (5) business days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate and the City may take over and prosecute the work to completion, by Contract or otherwise.
- C. In the event of default or nonperformance on the part of the Contractor, the Contractor and its Surety shall be liable to the City for all excess cost sustained by the City by reason of the Contractor. In the event the City completes the Contract at a lesser cost than would have been payable to the Contractor under the Contract, if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such costs to the City be greater, the Contractor and its Surety shall be liable for and pay the amount of such excess to the City.
- D. In the event of Contractor's default under the terms of this Contract, all payments due the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expense incurred by the City by reason of such default, unless the Surety on the performance bond shall assume the Contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such Surety. Thereafter, such Surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the Contract.
- E. Termination. Notwithstanding the Term hereof or any other provision herein, this Contract may be terminated under any of the following circumstances:
  - a. By either party for any reason or for convenience by either party upon one hundred eighty (180) days written notice.
  - b. By the City upon thirty (30) days written notice to Contractor if the legality of this Contract under Minnesota Statutes is challenged in a formal lawsuit.

In the event of termination pursuant to this paragraph, the City shall be obligated to Contractor for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

## 2.19 FORCE MAJEURE

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

## 2.20 LIQUIDATED DAMAGES

- A. The Administrator or his/her designee shall notify the Contractor for each violation of the Contract, reported to or discovered by him/her or the City. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify in writing the City of its disposition within twenty-four (24) hours after receipt of complaint.
- B. The amounts listed below are liquidated damages for losses suffered by the City and not a penalty. The City shall notify Contractor on a bi-weekly basis of such damages. Any case-by-case decision by the City to waive such liquidated damages does not preclude the City's right to invoke such liquidated damages for the remaining term of this Contract.
- C. The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing Liquidated Damages under these provisions.
  - 1. Failure to clean up recyclable or refuse materials spilled by Contractor: \$50 each instance.
  - 2. Failure to maintain vehicle in manner which prevents nuisances such as odor or leaky seals or hydraulics: \$100 each instance.
  - 3. Failure or neglect to collect residential curbside materials properly set out by the resident at those times as provided by this Contract in excess of three (3) per month in aggregate: \$25 each instance in excess of allowed limits.
  - 4. Failure or neglect to provide notice to the resident upon refusal to collect recyclable materials for cause: \$25 each instance.

5. Failure to return containers to original location at the time the container is emptied: \$25 each instance.
6. In addition to above, failure or neglect to correct chronic problems will be considered a breach of Contract: \$50 each instance.

Chronic problems shall be construed to be three or more occurrences of the items (1), (3), (4) or (5) immediately above at the same address within any period of six (6) consecutive months whether or not remedied within twenty-four (24) hours, or four (4) hours in the case of spilled recyclable materials.

9. Collection of recyclable materials, which are properly prepared and placed for collection as recyclable materials, as part of refuse collection: \$25 each instance.
10. Missing entire blocks/neighborhood. A missed block is defined as a block where residents from at least three (3) households within two intersections of that block or cul-de-sac report that their material was out before 7:00 a.m., the material was not picked up and the addresses did not appear on the records as unacceptable setouts: \$250 each instance.
11. District-wide collection not completed. The failure to complete a majority (50 percent or more) of pickups within the City or collection district on the scheduled collection day without following proper notification procedure: \$2,500 per instance.
12. Failure to submit accurate and timely monthly and annual reports as specified within Section 3.8: \$100 each instance.

## 2.21 DISPUTE RESOLUTION

- A. City and Contractor agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

## 2.22 NOTICES

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

Nick Koverman  
City Administrator  
St. Charles City Hall  
830 Whitewater Avenue  
St. Charles, MN 55972

Phone: (507) 932-3020

Fax: (507) 932-5301

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

## 2.23 SEVERABILITY

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

## 2.24 GOVERNING LAW AND VENUE

- A. This Contract shall be governed by the laws of the State of Minnesota.
- B. Venue for any action taken by either the City or the Contractor, whether in law or in equity, to enforce the terms of this Contract shall be in the District Court of the Judicial Circuit, Winona County, Minnesota, and the Contractor hereby waives whatever rights it may have in the selection of venue.

## 2.25 RIGHT TO REQUIRE PERFORMANCE

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

## 2.26 OPTION TO CHANGE SERVICE, CONDUCT PILOT PROJECTS, AMENDMENTS

- A. The City shall have the option to change the service provided during the term of this Contract, including, but not limited to, changing the types of recyclable materials collected and the method of collecting. The City shall exercise such option(s) by serving written notice to the Contractor at its designated place of business at least

ninety (90) days before the date such service change is contemplated to begin. Immediately after written notice is served, the parties shall enter into good faith negotiations concerning the terms, frequency, and the details of pricing the services that are provided.

- B. The City shall have the option to add or delete service locations or change the frequency of service to locations for residential refuse and recycling service. Unless otherwise agreed to by the City, the Contractor shall implement requested changes within fifteen (15) days of written notice by the City.
- C. The City shall have the option to conduct pilot projects for the purposes of studying new and improved recycling collection services during the term of this Contract. The scope of any pilot project shall be limited to no more than 15 percent of the service locations. If good faith negotiations between the City and Contractor regarding services to conduct any pilot project are not successful, the City reserves the right to negotiate said services with alternative recycling service providers.

## 2.27 GENERAL TERMS

- A. **Standard of Care.** Services provided by Contractor or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession or industry. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- B. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- C. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- D. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Contractor agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may

reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Contract. Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

- E. Data Practices. The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq. Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing those functions that the City would perform is subject to the requirements of the Act, and Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
- F. No Waiver. Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- G. Modification/Amendment. Any modification or amendments to this Contract shall be in writing and shall be signed by the parties.
- H. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to City, to federal and state agencies and state personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other City liabilities.
- I. Patented Devices, Materials and Processes. If this Contract requires, or Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, Contractor shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made, Contractor shall indemnify and hold harmless City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend City for any costs, liability, expenses and attorney's fees that result from any such infringement.

- J. Entire Contract. Except as otherwise provided in this Contract, these terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- K. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- L. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of City and Contractor arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

### **III. SPECIAL CONDITIONS**

#### **3.1 CUSTOMER SERVICE**

- A. The Contractor shall provide the Administrator with information concerning the location, telephone number(s) and mailing address(es) of the garage and maintenance facilities, the recycling processing facilities, and any other facility that will be used in the provision of services under this Contract.
- B. The Contractor shall provide the Administrator with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such persons shall be available to discuss, and if necessary, meet with City staff to resolve problems.
- C. The Contractor shall provide the City with at least one telephone number, which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.
- D. The Contractor shall equip such office with a sufficient number of telephones and personnel to accommodate residents' inquiries and to resolve complaints and reported missed collections, and shall provide management personnel to supervise such office during collection hours.
- E. Except as otherwise directed by the City, customer service shall be available at least between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday, except during holidays.

#### **3.2 EMPLOYEES AND CONDUCT**

- A. The Contractor shall use care and diligence in the performance of this Contract and shall perform all recycling collection services required by this Contract in a neat, orderly and efficient manner.
- B. The Contractor shall provide neat, orderly, and courteous personnel for its recycling collection crews and shall provide courteous and knowledgeable personnel for its customer service office and the supervised recycling drop-site, if applicable.
- C. The Contractor shall prohibit its drivers and crew members from drinking alcoholic beverages or using any controlled substance, except pursuant to a doctor's prescription, while on duty, or in the course of performing their duties under this Contract.
- D. If the City determines that any of the Contractor's employees is unfit or unsuitable to perform the services under this Contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from work required under this Contract and furnish a suitable and competent replacement employee.
- E. All of the Contractor's permanent collection employees working within the City shall be required to wear a work uniform including a shirt, jacket, high visibility vest clearly indicating that the employee is employed by the Contractor.
- F. All of the Contractor's vehicle operators working within the City shall carry valid state driver's licenses for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

### 3.3 VEHICLES

- A. The Contractor shall maintain all vehicles and equipment used in the performance of this Contract in good operating condition. The Contractor's vehicles shall be clean, free of odors and aesthetically pleasing. All vehicles and equipment are subject to inspection by the City.
- B. The Contractor shall equip collection vehicles at all times on collection days with the following equipment in proper working order:
  - 1. Two-way communication. This communication may be by radio and/or cellular telephones.
  - 2. First aid kit.
  - 3. An approved 2A10BC Dry Chemical fire Extinguisher.
  - 4. Warning flashers.

5. Warning alarms to indicate movement in reverse.
  6. Signs on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
  7. A broom and shovel for cleaning up spills.
- C. All vehicles used within the City for collection and transportation equipment shall be numbered and shall have the Contractor's name and telephone number painted in letters of contrasting color.
  - D. All of the Contractor's vehicles operated within the City shall be fully enclosed, leak-proof vehicles, operated so that no recyclable materials spills or blows off the vehicles.

#### 3.4 ROUTING AND COLLECTION SCHEDULE

- A. All residential refuse and recycling collection service, including recycling, shall be conducted between the hours of 7:00 A.M. and 4:30 P.M. on days agreed upon by the contractor and the city. All residential refuse and recycling collection services shall be provided Monday through Friday except holiday schedules.
- B. The Contractor shall follow the collection schedule as included in this RFP unless indicated otherwise in the proposal.
- C. The Contractor may, from time to time, submit its written request to amend the approved schedule.
  1. Such a request shall include a proposal for specific changes, together with a detailed explanation concerning the reasons for changing the sector boundaries or recycling collection schedule.
  2. In its sole discretion, the City may grant or deny the Contractor's request to change the collection schedule for any or all areas served by the Contractor under this Contract.
  3. Any change of the collection schedule shall be approved by the City at least sixty (60) days before such changes may become effective.
  4. During the first collection following any City-approved change in the collection schedule, the Contractor shall operate its collection vehicles on the previous collection schedule in addition to the new schedule.
  5. During the second and third collections following any City-approved change in the collection schedule, the Contractor shall immediately respond to complaints concerning missed collections from residents who are confused by the new

schedule if such residents will have to wait longer than two (2) days for collection.

- D. All advertising costs to communicate a change in collection schedule to residents shall be borne by the Contractor unless otherwise agreed to by the City in writing.

### 3.5 HOLIDAY COLLECTION SCHEDULE

- A. When a collection day falls on a holiday for any given route, refuse or recyclable materials will be collected the next business day. For the purpose of the contract, the following are recognized holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

### 3.6 HOURS AND STANDARDS OF COLLECTION

- A. Collection of refuse and recyclable materials shall commence no earlier than 7:00 a.m. The Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 4:30 p.m. on the scheduled collection day. Residents will be required to place collection containers at the curbside by 7:00 a.m. on the scheduled curbside collection day. The Contractor shall bear all costs involved in notifying customers of approved schedule changes.
- B. The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this Contract without respect to adverse conditions, breakdowns, strikes, or similar hindrances.
- C. The Contractor's crew shall perform refuse and recycling collection services with as little noise, disturbance, and disruption to the City's residents as possible.
- D. Residents shall place collection containers at the curb to facilitate collection by the Contractor. The Contractor shall not be required to collect any material not properly placed.
- E. The Contractor shall replace lids, return all empty containers at each stop to the general location at which they were found. Empty containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty container will block a driveway or sidewalk or fall or roll into the street.

- F. The Contractor shall handle all collection containers with reasonable care to avoid damage and spills. Where collection crews break or spill any recyclable materials onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the material in a workmanlike manner. A broom and shovel shall be required as standard equipment on each vehicle.
- G. The City reserves the rights to improve any street or alley which may prevent the hauler from traveling its customary routes for collection. The Contractor shall contact the Clerk or Administrator prior to each construction season to determine areas of conflict and possible alternate routes or solutions.
- H. The Contractor awarded the hauling of refuse and recycling within the residential districts may be conducted on any individual three days beginning on Monday and ending on Friday. The service route designated by the Contractor must be designed to minimize the possible wear of City streets.
- I. The licensed Contractor shall not operate on any alleys within the residential district, except for defined areas between Whitewater and Church Avenue or as otherwise exempted by the City.
- J. The Contractor shall be aware that residential customers may select any Contractor licensed within the City to remove one-time disposable items not usually found in the weekly trash.
- K. The Contractor will provide each residential customer with an itemized monthly bill clearly showing all individual charges that are being levied unless it is negotiated and agreed that billing remains the responsibility of the City.

### 3.7 NON-COMPLETION OF COLLECTION AND EXTENSION OF COLLECTION HOURS

If Contractor determines that the collection of refuse or recyclables will not be completed by 4:30 p.m. on the scheduled collection day, he or she shall notify the Administrator by 3:00 p.m. and request an extension of the collection hours. The Contractor shall inform the City of the areas not completed, the reasons for non-completion and the expected time of completion. If the Administrator cannot be reached, the contractor will make the request of a designated alternate.

### 3.8 SEVERE WEATHER

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. "Severe weather" shall include, but not be limited to, those cases where the temperature at 6:00 a.m. is -25 degrees F or colder. Upon postponement, collection will be made the following day. The Contractor will be responsible for notifying the residents by radio or television announcements. The City will attempt

to notify the residents by cable TV. All three (3) means of communication will be used for each severe weather postponement of refuse and recycling collection.

### 3.9 MISSED COLLECTION POLICY AND PROCEDURES

- A. The Contractor shall have a duty to pick up missed collections. With respect to all notices of a missed collection, the Contractor agrees to pick up that missed collection before 12:00 noon on the business day immediately following.
- B. Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:30 a.m. to 5:00 p.m. on weekdays, except holidays. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response and the date and time of response. This information shall be provided to the City in daily reports. The Contractor shall also provide, on a daily basis, a report to the City verifying the pick up of each missed collection.

### 3.10 PROCESSING OF RECYCLABLE MATERIALS

- A. The Contractor shall not dispose of recyclable materials collected in any landfill or incineration facility nor knowingly transfer recyclable materials to any other person that disposes of recyclable materials in a landfill or incinerating facility without the express written consent of the City.
- B. The Contractor shall properly contain and handle recyclable materials to prevent cross-contamination of materials, nuisance conditions or other conditions that would result in collected recyclable materials being unfit for use in a manufacturing process.
- C. The Contractor shall provide a facility to process and prepare recyclable materials for recycling markets or transfer recyclable materials for processing elsewhere. The facility shall comply with all local, state and federal environmental and land use regulations.
- D. Whenever possible, the Contractor shall dump, transfer, process and store recyclable materials collected under this Contract indoors. Outdoor dumping, transfer, processing and storage are acceptable under this Contract provided that such activities occur on a non-permeable surface such as asphalt or concrete. In all cases, the dumping, transfer, processing and storage of recyclable materials shall occur in such a way that meets applicable local, state and federal regulations and at a location or locations properly licenses for such activities.
- E. The Contractor shall keep records to determine the quantity of individual commodity types recycled and upon request shall issue a report to the City as to the estimated quantity of each material processed during that month.

- F. The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

### 3.11 WEIGHING OF LOADS

- A. The Contractor shall keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, net weight and number of recycling stops for each loaded vehicle.
- B. Collection vehicles shall be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first.

### 3.12 MONTHLY AND ANNUAL REPORTS

- A. The Contractor shall submit a monthly report to the City for the previous month indicating for as residential curbside collection services:
  - 1. Total tons (refuse and recyclable) collected, a fair estimate of the percentage of the total that each recyclable material type represents.
  - 2. The original weight tickets indicating the empty vehicle weight before collection (tare weight) and the vehicle weight after completion of a route or at the end of the day, whichever occurs first.
  - 3. Tonnage estimates itemized separately for each type of recyclable material transferred to recycling markets.
  - 4. A list of the processing facilities or end users to which said recyclable materials are marketed.
  - 5. A log of missed collection complaints including the subject matter, the date and time received, the Contractor's response and the date and time of response.
- B. By February 15<sup>th</sup> of each year, the Contractor shall submit an annual report for data covering the previous year. Annual reports shall provide sum totals for each year of data contained in the monthly reports.
- C. The City and the Contractor shall mutually agree upon the reporting format for monthly and annual reports.

### 3.13 PUBLIC EDUCATION

- A. During the term of this Contract, the Contractor shall use a City approved notice to inform residents of any and all reasons why the Contractor may not have collected all recyclable materials placed for collection.
- B. The notice shall be designed and printed by the Contractor and shall indicate the reason refuse or recyclable material was not collected. The notice shall include the name and telephone number of the Contractor. The notice may have a check-off format listing the most common mistakes in preparing material for refuse or recycling collection. The notice shall be designed to attach to the uncollected material in a visible manner (adhesive back, tie-on tag, etc.).
- C. The Contractor shall cooperate in educational activities to promote citizen awareness of the City's recycling program including, but not limited to, facility tours and participation in special events.

#### **IV. RESIDENTIAL CURBSIDE COLLECTION SERVICES:**

##### **4.1 RESIDENTIAL CURBSIDE COLLECTION SERVICE AND CONTAINERS**

- A. Curbside recycling collection shall take place weekly and on the same day and during the same hours as solid refuse waste collection. The Contractor must provide either a 95-gallon, 65-gallon recycling container or size recommended with the Contractor's specified service at no direct charge to all customers.
- B. Recycling collection will be from the curbside. At a minimum, collection must be for newspaper, junk mail, glass containers, plastic bottles (#1 HDPE and #2 PET), aluminum, bi-metal, tin and steel cans, office paper products, magazines, cardboard, and any other materials that may be required by State law and Winona County Ordinance. If mutually agreed upon by the City and the Contractor, other materials may be added.
- C. The Contractor shall not mix other types of refuse with the recyclables or take any action so as to make the recyclable materials unacceptable to the operators of the recycling center.

##### **4.3 REFUSE COLLECTION SERVICE AND CONTAINERS**

- A. Throughout the term of the Contract, the Contractor shall provide each residential dwelling unit residential curbside collection containers. The Contractor shall provide residential curbside collection containers to any newly constructed and pre-existing homes and replace lost and stolen residential curbside collection containers as necessary. At a minimum, the Contractor will provide residential customers with the following options of collections containers:

35-gallon container  
65-gallon container  
95-gallon container

- B. Contractor provided refuse collection containers shall be a prerequisite to participation in the residential curbside collection system.
- C. Refuse collection shall not include toxic or hazardous waste.
- D. The hauler shall provide service as necessary for the collection and disposal of solid waste from all publicly owned facilities and/or Properties at no cost as described in Exhibit A.
- E. The customer shall place refuse containers at the curb on collection day in a location easily accessible to motor vehicle pickup. Walk—up service for the elderly and disabled shall be provided by the Contractor if requested.
- F. The collection of construction or demolition materials, toxic or hazardous waste materials, white goods, including appliances and other large items must be arranged directly between the hauler and the customer.

#### 4.4 COLLECTION RECORDS

The Contractor shall maintain a daily log of all residential curbside collection services provided. Daily data to be collected shall include, but are not limited to, date and time of collection, gross, tare and net weight of each load collected, number of households from which recyclable materials were collected and number of notices left for residents and their address of any and all reasons why the Contractor may not have collected all recyclable materials placed for collection.

#### 4.5 COMPENSATION FOR SERVICES

- A. The price of this service shall be a fixed price per month per Residential Dwelling Unit as established in the initial proposal. The price shall cover all equipment, material, labor and services, taxes, to be performed under the proposed Contract.
- B. Throughout the term of the Contract, proposers may include in their proposal an annual service price adjustment due to changes in inflation. For such adjustments, the percentage increase in the consumer price index for all urban areas (CPI-U) with a maximum increase of four (4) percent shall be specified in the proposal.
- C. If the Contractor fails to fulfill its obligations under this Contract, the City may withhold payment from the Contractor in the amounts specified as Liquidated Damages in Section 2.20.

- D. The Contractor shall submit itemized invoices for services provided to the City on a monthly basis.

## **V. CITY'S RESPONSIBILITIES**

### **5.1 COMPLAINTS**

Complaints on service may be received and documented by the City. The City will notify the Contractor of all complaints it receives.

### **5.2 PAYMENTS**

The Contractor shall be responsible for collection of its own charges without assistance from the City. However, currently the City has been responsible for signing customers up for service as well as billing. The City may choose to negotiate an agreement with the chosen Contractor to sign up customers, bill, and collect for services. The City shall make monthly payments to the Contractor as specified in Section 2.3 in response to the Contractor's monthly invoices and the Contractor's satisfactory filing of the reports required in Section 3.12 of this Contract.

**VI. PROPOSAL FORM FOR THE COLLECTION AND HAULING OF  
RESIDENTIAL REFUSE AND RECYCLING WITHIN ST. CHARLES**

- 6.1 The monthly rate charge will be based on a weekly pickup of residential refuse and recycling service for three (3) different sized containers.
- 6.2 The monthly rate charge must be all inclusive. The licensed Contractor will be permitted to add any additional fees or charge customers for extra bag of garbage that may exceed the customers agreed-upon volume size or for excessive weight that may exceed the average weight typically used by a residential customer. However, the fee or charge for the additional service will be billed by the Contractor and not the City. The Contractor must submit a bid with the assumption that St. Charles customers, taken as a whole, will have weekly garbage pickup that occasionally exceeds or is occasionally less than the agreed upon volume size.
- 6.3 The Contractor must provide a pro-rated discount to residential customers requesting a temporary discontinuation of service no less than thirty (30) days due to vacation, illness, etc.

Container Size	Monthly Rate Charge
35-Gallon	\$ _____
65-Gallon	\$ _____
95-Gallon	\$ _____
95-Gallon (Recycling) or size recommended By Contractor	\$ _____

Applicant's Name: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Note: Alternative bids showing the primary cost of the service would be preferable. Taxes, fuel surcharges, or additional fees should be spelled out separately to allow for a clear comparison.)*

Exhibit A

City Hall-830 Whitewater Avenue-Dumpster / two 95-gallon recycling containers

St. Charles Aquatic Center – 642 East Avenue –Dumpster

St. Charles City Park –Dumpster / recycling bins

St. Charles City Shop 200 Northwood Drive (N. Richland Avenue) – Dumpster

St. Charles Public Library 125 West 11<sup>th</sup> – 1 96-gallon trash / 1 96-gallon recycling

St. Charles Whitewater Avenue—Empty garbage cans on Whitewater Avenue. No carts needed. Existing stone containers are in place.

2905 South Broadway  
Rochester, MN 55904-5515  
Phone: 507.288.3923  
Fax: 507.288.2675  
Email: rochester@whks.com  
Website: www.whks.com



October 10, 2019

Mr. Kyle Karger  
Public Works Director  
City of St. Charles  
830 Whitewater Avenue  
St. Charles, MN 55972

RE: St. Charles, MN  
Safe Routes to School Improvements  
Semi-Final Pay Request No. 5

Dear Kyle:

Enclosed is the Semi-Final Pay Request No. 5 for work on the above referenced project. We are recommending payment for final quantity adjustments and reducing the retainage from 5% to 1%. We recommend payment in the amount of \$13,253.27 to:

Dunn Blacktop Co.  
24206 TH 43 Box 208  
Winona, MN 55987

Please contact me if you have any questions.

Sincerely,

**WHKS** & co.

A handwritten signature in blue ink, appearing to read 'D. Sikkink', is written over the company name.

Daren Sikkink, P.E.

DDS/cpf

Enclosure

cc: Nick Koverman, City of St. Charles  
Fred Kruckow, Dunn Blacktop Co.

2905 South Broadway  
Rochester, MN 55904  
Phone 507-288-3923

**whks**

engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE  
FOR CONSTRUCTION WORK COMPLETED

Project: Safe Routes to School Improvements  
State Project: 085-591-005 TA 8517 (247)  
Project No.: 8278.00  
Location: St. Charles, MN  
Contractor: Dunn Blacktop Co.

Bid Price: \$ 510,417.11  
Date: 9/1/2019  
Semi-Final Estimate #: 5  
% Complete: 103.7%

Item No.	Item	Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
2021.501	Mobilization	1	LS	\$ 39,444.00	1	0	1	\$ 39,444.00
2101.502	Clearing	3	Tree	\$ 100.00	2	0	2	\$ 200.00
2101.507	Grubbing	3	Tree	\$ 100.00	2	0	2	\$ 200.00
2104.501	Remove Curb and Gutter	1,080	LF	\$ 5.00	1080	0	1,080	\$ 5,400.00
2104.501	Remove Sewer Pipe (Storm)	296	LF	\$ 17.65	300	0	300	\$ 5,295.00
2104.503	Remove Concrete Walk	7,266	SF	\$ 1.00	7383.2	0	7,383.2	\$ 7,383.20
2104.505	Remove Concrete Driveway Pavement	35	SY	\$ 11.60	24	0	24	\$ 278.40
2104.505	Remove Bituminous Driveway Pavement	102	SY	\$ 8.65	102	0	102	\$ 882.30
2104.505	Remove Bituminous Pavement	4,931	SY	\$ 3.00	5134	0	5,134	\$ 15,402.00
2104.505	Remove Concrete Pavement	261	SY	\$ 10.60	915	0	915	\$ 9,699.00
2104.509	Remove Manhole or Catch Basin	13	Each	\$ 580.00	13	0	13	\$ 7,540.00
2104.602	Relocate Bench	1	Each	\$ 300.00	0	0	0	\$ -
2105.541	Stabilizing Aggregate (CV)	400	CY	\$ 29.00	80	0	80	\$ 2,320.00
2105.607	Haul & Dispose of Contaminated Material	100	CY	\$ 31.00	0	0	0	\$ -
2106.501	Excavation - Common	1,800	CY	\$ 14.00	1,991	0	1,991	\$ 27,874.00
2211.503	Aggregate Base (CV) Class 5	1,018	CY	\$ 25.50	1303	0	1,303	\$ 33,226.50
2360.501	Type SP 12.5 Wearing Course Mix (3,C)	1,073	Ton	\$ 82.97	970	0	970	\$ 80,480.90
2451.503	Granular Backfill (LV)	50	CY	\$ 20.00	0	0	0	\$ -
2503.511	12" RC Pipe Sewer	128	LF	\$ 55.00	137	0	137	\$ 7,535.00
2503.511	15" RC Pipe Sewer	46	LF	\$ 60.00	66	0	66	\$ 3,960.00
2503.511	18" RC Pipe Sewer	171	LF	\$ 55.00	205	0	205	\$ 11,275.00
2503.511	21" RC Pipe Sewer	4	LF	\$ 125.00	5	0	5	\$ 625.00
2503.511	24" RC Pipe Sewer	46	LF	\$ 85.00	8	0	8	\$ 680.00
2503.602	Connect to Existing Storm Sewer	13	Each	\$ 665.00	11	0	11	\$ 7,315.00
2504.602	Adjust Valve Box (Water)	3	Each	\$ 415.00	5	0	5	\$ 2,075.00
2506.502	Construct Drainage Structure Type 1	8	Each	\$ 2,100.00	8	0	8	\$ 16,800.00
2506.502	Construct Drainage Structure Type 4	5	Each	\$ 3,400.00	5	0	5	\$ 17,000.00
2506.502	Construct Drainage Structure Design SD	1	Each	\$ 2,800.00	1	0	1	\$ 2,800.00
2506.522	Adjust Frame and Ring Castings	3	Each	\$ 975.00	3	0	3	\$ 2,925.00
2511.515	Geotextile Fabric, Type V	4,360	SY	\$ 1.00	5014	0	5,014	\$ 5,014.00
2521.501	4" Concrete Walk	6,182	SF	\$ 5.15	6711	0	6,711	\$ 34,561.65
2521.501	4" Concrete Walk Special (Red Color)	3,190	SF	\$ 6.90	3190	0	3,190	\$ 22,011.00
2521.501	6" Concrete Walk	2,496	SF	\$ 8.75	1971.76	0	1,971.76	\$ 17,252.90
2531.501	Concrete Curb & Gutter Design B624	1,627	LF	\$ 14.00	1791	0	1,791	\$ 25,074.00
2531.502	Concrete Curb Design V10	44	LF	\$ 35.00	19	0	19	\$ 665.00
2531.507	6" Concrete Driveway Pavement	40	SY	\$ 67.55	32	0	32	\$ 2,161.60
2531.507	7" Concrete Driveway Pavement	42	SY	\$ 70.70	17	0	17	\$ 1,201.90
2531.604	8" Concrete Valley Gutter	18	SY	\$ 69.30	24	0	24	\$ 1,663.20
2531.618	Truncated Domes	184	SF	\$ 50.00	184	0	184	\$ 9,200.00
2563.601	Traffic Control	1	LS	\$ 5,900.00	1,46861	0	1,46861	\$ 8,664.80
2564.602	Install Sign	12	Each	\$ 100.00	12	0	12	\$ 1,200.00
2564.602	Furnish Type C Sign	12	Each	\$ 100.00	12	0	12	\$ 1,200.00
2565.616	Pedestrian Crosswalk Flasher System	2	System	\$ 19,377.00	2	0	2	\$ 38,754.00
2573.502	Silt Fence, Type SD	50	LF	\$ 10.00	0	0	0	\$ -
2573.530	Storm Drain Inlet Protection	14	Each	\$ 250.00	14	0	14	\$ 3,500.00
2573.535	Stabilized Construction Exit	1	LS	\$ 1,800.00	0	0	0	\$ -
2474.525	Common Topsoil Borrow (LV)	200	Cy	\$ 33.00	150	289	439	\$ 14,487.00
2575.505	Sodding Type Lawn	1,653	SY	\$ 7.50	1875	0	1,875	\$ 14,062.50
2582.502	4" Solid Line Epoxy	1,060	LF	\$ 1.60	1060	0	1,060	\$ 1,696.00
2582.502	12" Solid Line Epoxy	24	LF	\$ 9.50	24	0	24	\$ 228.00

2905 South Broadway  
Rochester, MN 55904  
Phone 507-288-3923

**whks**

engineers + planners + land surveyors

PARTIAL PAYMENT ESTIMATE  
FOR CONSTRUCTION WORK COMPLETED

Project: Safe Routes to School Improvements  
State Project: 085-591-005 TA 8517 (247)  
Project No.: 8278.00  
Location: St. Charles, MN  
Contractor: Dunn Blacktop Co.

Bid Price: \$ 510,417.11  
Date: 9/1/2019  
Semi-Final Estimate #: 5  
% Complete: 103.7%

Item No.	Item	Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
2582.502	4" Broken Line Epoxy	30	LF	\$ 1.60	30	0	30	\$ 48.00
2582.503	Crosswalk Epoxy	612	SF	\$ 4.20	612	0	612	\$ 2,570.40

Total Work Completed \$ 513,831.25

Change Order #1								
2521.501	4" Concrete Walk Special (Red Color)	3,552	SF	\$ 6.90	3552	0	3,552	\$ 24,508.80
Change Order #2								
	Manhole and Catch Basin Lining	1.00	LS	\$ (6,782.25)	0.00	1.00	1.00	\$ (6,782.25)

Total Work Completed plus Change Orders \$ 531,557.80  
Supplemental Agreement 1 (Conduit) \$ (2,500.00)

Agreed to by: Bill Ny PM 9-30-19  
Contractor Title Date

Recommended for Approval: D. Sikkink 10-1-19  
Daren Sikkink, P.E. Date

Subtotal \$ 529,057.80  
Less 1% Retainage \$ (5,290.58)  
Less Previous Payments \$ (510,513.95)

**Net Payment this Estimate \$ 13,253.27**