1. **TERM OF CONTRACT**.
   It is proposed that the Contract will be effective for the five-year period beginning April 5, 2020, and expiring April 5, 2025. The services may be extended by two one-year periods providing the extension is agreed upon by July 1, 2024.

2. Organics Collection - The City shall be responsible for advertising the availability of the Organics collection program to its residents, and for maintaining a registration list of those households which choose to participate in the organics collection program. The City shall furnish that list, along with updates, to the contractor regularly.
   a. Upon written notification from the City regarding households which have subscribed to the Organics collection program, the Contractor shall provide separate collection carts (30-36 gallon) to each subscribed household to be used for participation in the program. Such carts shall be readily distinguishable from other carts provided for mixed municipal solid waste and recycling collection. The Contractor shall be responsible for the costs of providing such carts, and shall be responsible for replacing any carts which are or become inoperable, upon notice by a resident or the City of such inoperability.
   b. The Contractor shall arrange to offer Organic pickup at least once per week for each residential dwelling unit subscribed to the program. The Contractor shall provide the City with a written report providing information about the total tonnage of Organic material collected pursuant to the program. The Contractor shall provide such report to the City on a monthly basis.
   c. The Contractor is solely responsible for disposing of the Organic waste in a safe, legal, and environmentally sound manner. Upon request by the City, the Contractor shall provide information related to its disposal of Organic material collected pursuant to the program.
   d. The City shall pay the Contractor a set monthly fee per subscriber for the collection of Organics as outlined in appendix A.

3. Service Schedule Hours. The Contractor will perform collection services between the hours of 6:00 a.m. and 6:00 p.m., on Wednesday's, except when an emergency exists, at which time the Contractor must notify the City of such emergency as soon as possible.
   a. Holidays. The Contractor will state the legal holidays on which their offices and operations will be closed. When holidays fall on a weekday, the collection for each day of that week after the holiday will be made one day later.
   b. Authorized Pickups. Only pickups authorized by a Contract may be made. The Contractor is not entitled to payment for any pickups not authorized by this Contract.
   c. Customer Accounts. Residents shall be allowed to call the Contractor directly regarding their service address for complaints, missed pickups or miscellaneous items.
   d. Non-Completion of Collection and Extension of Collection Hours. If Contractor determines the collection of materials will not be completed by 6:00 p.m. on the scheduled day of collection, Contractor shall notify the City by 3:30 p.m., and request an extension of the collection hours. Contractor shall inform the City of areas not completed, the reason for non-completion, and expected time of completion. Contractor will be penalized for failing to notify the City in accordance with the section on liquidated damages.

4. Equipment 1.) The Contractor will supply the labor, material, and equipment necessary for the performance of this Contract.
    a. Carts. The Contractor shall be responsible for maintaining all carts provided by the Contractor. A cart exchange and delivery log will be sent to the Contractor by the City by 1:00 p.m. on Fridays for exchange or delivery the following Monday. The Contractor needs to provide dates and times the delivery or exchange was completed. Carts damaged by the contractor shall be replaced at no cost to the City or the resident.
    b. Vehicle Protection. Trucks or motor vehicles used by the Contractor must be water-tight so as not to allow the leakage of liquids or refuse while hauling and covered to prevent the scattering of contents upon the public streets or private properties in the City. If garbage or refuse is dropped or spilled in collection or transporting, it must be immediately cleaned up.
    c. Cleaning. Vehicles must be kept in a clean and sanitary condition.
    d. Maintenance. Vehicles must be maintained in good working order and equipped to meet all federal, state, and municipal regulations concerning vehicles used on public roads.
    e. Vehicle Inspection. Vehicles must be inspected by the City at least once each year. However, if a vehicle has been inspected and approved by another city or governmental agency within the previous 12 months prior to the City inspection, no additional inspection is required.
    f. Description of Vehicles. The Contractor must furnish the City with a written description of vehicles and equipment to be used within the City and advise the City in writing of any withdrawal of a part of such equipment or of any change therein within one week of the time of making such change.
    g. Damage to property. Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, Contractors shall repair or replace any private or public property, including but not limited to; structures, driveways, landscaping, retaining walls, fences, mailboxes, collection containers, which were damaged by the contractor. Such property shall be addressed for repair or replacement at no charge to the City or property owner, within 48 hours. If Contractor fails to address the repair or replacement of damaged property within 48 hours, the City may, but shall not be obligated to, repair or replace such damaged property, and contractor shall fully reimburse the City for such expenses. If Contractor fails to reimburse the City, at its option, City may deduct the amount owed from payments due the contractor.
    h. Safety Equipment. A vehicle must have a flashing light warning system, fire extinguisher (CO2 type), proper backup alarms as approved by the City, and otherwise shall comply with all State and Federal inspections and safety requirements.
5. Collection Crew. 1.) The Collection Crew must exhibit a courteous attitude toward the general public, including respecting resident landscaping and using proper restroom facilities.
    a. The Collection Crew must be of sound character, competent, and sober throughout the entire workday. Consumption of beverages containing alcohol or the use of controlled substances is forbidden during or before work hours of any collection day.
    b. The Collection Crew must be able to remember the order of collection and location of all containers on the assigned routes. Damage to containers or other property must be avoided through effective work practices.

c. The Collection Crew must maintain a presentable appearance.
d. The Collection Crew must be physically able to perform the duties and be at least 18 years of age.
e. The Collection Crew must perform the work in a neat and quiet manner and clean up materials spilled in collection. Before the start of each collection day, the collection crew must check to see that the collection vehicle is equipped with at least one broom and shovel.
f. Supervision of Contract. The City Manager will appoint a City representative to insure that the provisions of the Contract are being carried out. Contractor agrees to fully cooperate with the representative to achieve Contract compliance.

6. Liquidated Damages. The Contractor agrees that the City may fine the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations. The City will notify the Contractor in writing documenting the nature of the violation, the history of the account, if any, and the reason for the fine. The Contractor may address and remedy the failure at which point the City will determine if a fine is still appropriate, in its sole determination. The Contractor must notify City in writing of its remedial action. 1.) Failure to clean up solid waste spilled by Contractor within six hours of oral or written notification - $50.00 each occurrence.
   a. Failure to maintain vehicle in a manner that prevents nuisances such as leaky seals or hydraulics - $100.00 each occurrence.
   b. Failure to neglect to collect organics recycling at those times provided by the Agreement within 24-hours after either oral or written notice by City - $50.00 each occurrence.
   c. Failure or neglect to provide notice to involved resident when organics recyclables refused for collection for cause - $25.00 each occurrence.
   d. Repeated failure or neglect to correct problems will be considered a breach of contract - $250.00 each occurrence.
   e. Failure to abide by the City's regular collection hours - $250.00 each occurrence.

7. Legal Compliance. 1.) This Contract is governed by the laws of the State of Minnesota. The Contractor must obtain all licenses or permits to transact a refuse collection business in the City, Hennepin County, and the State of Minnesota.
   a. The Contractor will comply with all health rules, regulations, and ordinances of the City, Hennepin County, and the State of Minnesota. If there is a conflict between the provisions of this contract and the pertinent ordinances, regulations, and statutes the more stringent requirements apply.
   b. All materials, placed for collection, remain the responsibility and ownership of the customer until handled by the Contractor at which point they become the responsibility and ownership of the Contractor.
   c. The Contractor must report all violations of ordinances pertaining to organics recycling collection and disposal for enforcement purposes including all unsanitary or filthy conditions to the City.
   d. Safety. The Contractor must provide and maintain sanitary and safety
   e. accommodations for the use and protection of its employees and comply with federal, state, and local safety codes and regulations.

8. Payment Method. Collection Service. The City will pay the Contractor on a monthly basis.
   a. Disposal Fees. The Contractor will pay all disposal fees resulting from the collections of organics recyclables.

9. INSURANCE LIMITS
    a. CONTRACTOR: Contractor shall maintain and keep in full force during the entire period of the contract and any extensions thereof, the following insurance policies to insure against risks or liability:
        i. Commercial General Liability Insurance, including completed operations and product liability insurance with respect to the business of Contractor, with minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate, including bodily injury, property damage and contractual liability coverage with respects to Contractor's obligations of indemnity set forth in this contract. Such policies shall be provided on an occurrence-based form.
        ii. Mobile Equipment liability coverage for unlicensed equipment in the amount of $1,000,000 per occurrence and $1,000,000 aggregate.
        iii. Workers Compensation Insurance in the amount of $500,000 per occurrence and $500,000 aggregate.
    b. All of Contractor's, insurance policies shall: (i) be issued by companies that have an A.M. Best rating of not less than an "A minus" and are in a size category which is not lower than "VIII"; (ii) be issued by insurance companies licensed to do business in the state of Minnesota; (iii) be primary and noncontributory; (iv) name The City of Robbinsdale as an Additional Insured on the General Liability, Auto Liability and Mobile Equipment policies; (v) Contractor shall not do anything which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Contract and (vi) Contractor shall provide The City Manager with a Certificate of Insurance annually evidencing all insurance, endorsements and conditions required by this section, including a 30 Notice of Cancellation. (vii) the certificate(s) of insurance must be on file with the City and approved by the City's Risk Manager prior to the date of this contract.
    c. The Contractor must also require all of their subcontractors and sub-subcontractors to comply with all of the insurance and requirements under this section. The Contractor will obtain current and valid certificates of insurance annually from the subcontractors and the sub-subcontractors. These certificates of insurance will be held on file with the Contractor until the completion or termination of the noted contract.

10. VIII. TRANSFER, ASSIGNMENT, AND LIENS.
    a. Transfer or Sale. The Contractor may not sell, or assign all or part of this Contract without the City's prior written approval. The City may require as conditions to any such approval that:
        i. Any proposed transferee must have the qualifications and financial responsibility as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this contract by contractor.
        ii. Any proposed transferee, by instrument in writing satisfactory to the City for itself and their successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of service under this Contract and agreed to be subject to all the conditions and restrictions to which service is subject. It is the intent of this Section, together with other provisions of this Contract, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Contract) no transfer of, or change with respect to, ownership or any part thereof, or any interest therein, however, consummated

or occurring, whether voluntary or involuntary, will operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Contract; and

iii. The Contractor and assignee must submit to the City for review all instruments and other legal documents involved in effecting such transfer, and the City's approval must be indicated to the Contractor in writing. The proposed transferee must submit to the City for review all bonds, insurance policies, and any and all other documents required by the contract, and the City's approval must be indicated to the proposed transferee in writing.

iv. Payment of Subcontractor and Employees. The Contractor agrees to promptly pay all persons doing work or furnishing skills, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment insurance, and supplies in and above the performance of the Contract. Contractor agrees that it will hold City harmless from any claim described in this paragraph.

11. OTHER PROVISIONS.

a. Title. Title to all organics recyclables collected remains in the Contractor until all the waste is delivered to the authorized recycling center.

b. Independent Contractors. The Contractor is an independent contractor. Nothing in this Contract is to be construed to create the relationship of employer and employee between the City and the Contractor or its agents, or make the Contractor, its agents, or employees of the City.

12. TERMINATION.

a. The City may terminate the Contract if in the City's reasonable judgment there has been a breach of any provision by the Contractor, or if in the City's reasonable judgment there is other good cause for termination. However, a 30-day cure period will be granted.

b. Upon failure of the Contractor to fulfill any of the provisions of the contract, the City may be authorized to hire such personnel and equipment, or assign City employees and equipment, as may be necessary to do such work, and the cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's financial guaranty.

c. The Contractor will not be in breach and the City will have no right to terminate the agreement unless Contractor fails to cure the breach or fails to perform within 30 days of receipt by the Contractor of written notice from the City. The breach or failure must be cured to the satisfaction of the City Manager.

d. The contract may be terminated if both parties agree in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands on the 7 day of January 2020.

City of Robbinsdale

By _____
Regan Murphy

By _____
Marcia Glick

Contractor
Curbside Waste

By _____ - Chairman
Chad Master

By _____
Kraig Burton

Jennifer Marie Parkos
Notary Public
Minnesota
My Commission Expires January 31, 2022

Appendix A

Year	Monthly Cost Per subscribed Household	
Year 1	$	10.50
Year 2	$	11.50
Year 3	$	12.50
Year 4	$	12.87
Year 5	$	13.25