

COLLECTION of MIXED MUNICIPAL SOLID WASTE/YARD WASTE, BULKY ITEMS/PROBLEM MATERIALS, RECYCLABLES MUD PROPERTIES

THIS SERVICES AGREEMENT is made and entered into the 29th day of March, 2024 ("Effective Date") by and between the CITY OF SAINT PAUL, a Minnesota Municipal Corporation organized and existing under the laws of the State of Minnesota ("City") and FCC Environmental Services, LLC ("Contractor"), a Delaware limited liability company.

- A. WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the Collection, transportation, and disposal of Municipal Solid Waste and Yard Waste, Recyclables, Bulky Items/Problem Materials kept and accumulated by residences within the City; and
- B. WHEREAS, the City released a request for proposals (RFP) for Municipal Solid Waste and Yard Waste, Bulky Item/Problem Materials and Recyclables Collection services on November 13, 2023 and,
- C. WHEREAS, the Contractor submitted a proposal in response to the City's RFP on December 29, 2023; and,
- D. WHEREAS, the Contractor's proposal and subsequent negotiations certified the Contractor accepted the terms and service specifications contained within the RFP packet; and,
- E. WHEREAS, the City has determined Contractor to be qualified to carry out the terms of this Agreement upon the terms and conditions and for the consideration hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

ARTICLE 1. TERM OF AGREEMENT

- 1.1.** This Agreement shall commence on November 1, 2024 ("Commencement Date") and shall remain in full force and effect through March 31, 2032 unless terminated in accordance with Article 16 of this Agreement.
- 1.2.** The City reserves the right to terminate this Agreement for material breach or unsatisfactory performance by Contractor. Termination shall not affect the City's right to make a claim against Contractor or its Performance Bonds for the damages on account for such a breach.
- 1.3.** No assignment of any rights or obligations under this Agreement shall be made without prior written approval of the City Council and by mutual agreement of both parties.
- 1.4.** This executed Agreement supersedes all oral Agreements, contracts and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waiver of the provisions of the executed Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 1.5.** This executed Agreement contains and incorporates the following Attachments, they are:
- 1.5.1.** Attachment 1: Collection Zones map;
 - 1.5.2.** Attachment 2: Recyclable Materials Designated by City;
 - 1.5.3.** Attachment 3: Rate Schedule.

ARTICLE 2. GENERAL REQUIREMENTS

- 2.1. Independent Contractor.** Contractor is declared to be an Independent Contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between the City and Contractor, its agents, or its employees.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. Contractor shall always remain an independent contractor with respect to the services to be performed under this Agreement.

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

- 2.2. Licenses and Permits.** Contractor shall ensure at its own expense that all driver and truck licenses and permits are current and in full compliance with local, state, and federal laws and regulations. Any Processing Facility used to handle Materials/Wastes collected from the City must

have current permits and licenses and make the same available upon request by the City.

2.3. Compliance with Law. Contractor shall comply with all Federal, State, County and City laws, regulations and local ordinances pertaining to the Collection, transportation, and processing of MSW/Yard Waste, Recyclables, and Bulky Items/Problem Materials.

2.4. Collection, Generally. Contractor shall provide all services to all PROPERTIES identified by the City for Collection. City shall provide Contractor with all necessary data for performing under this Agreement prior to Contractor's beginning date of performance. Contractor and City may consult in good faith with one another on potential routes for Contractor's and City's performance. Contractor shall begin performing Recycling collection for MUDA and MUDB Properties within the City beginning on November 1, 2024. Contractor shall begin performing collection for MSW, Yard Waste, and Bulky items within the City on April 1, 2025.

2.5. Days of Collection. Except for Holidays, Collection shall be made Monday through Friday in the City-specified Collection Zones (Attachment 1). Exception, MUDB recycling and CDL collections.

2.6. Hours of Collection. Residents shall place all Carts at the Collection Location no later than 6:00 AM on Collection day. Collection shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to Collection hours shall occur only by prior permission of the City. Contractor shall request permission from the City for any exception first via telephone and then in writing (email to the "Solid Waste Program Manager" and "Recycling Program Manager" or designee is acceptable) with an explanation as to the reason for the exception. The City shall not arbitrarily deny a reasonable request for delay by the Contractor.

2.7. Holidays. When a Holiday falls on a weekday (Monday through Friday), the Collection day may be delayed one day. The City shall be responsible for publicizing any changes in the collection schedule on their website and in social media posts of the delays. The contractor shall be responsible for posting on their website. the observed holidays that impact collection include New Years Day, Memorial Day, 4th of July, Juneteenth, Labor Day, Thanksgiving Day, and Christmas Day.

2.8. Delays. Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. In the event the Contractor determines a delay is necessary because of inclement weather that would risk the health, safety, and welfare of its employees, agents, or subcontractors, the Contractors shall immediately notify the City by contacting the Recycling and Solid Waste Program Administrator prior to delaying collection. The City shall have final determination if the weather conditions pose an unreasonable risk to the health, safety, welfare of the Contractor, its employees, agents, or sub-contractors, but the City shall not arbitrarily deny a reasonable request for delay.

In such delayed case, Collection shall be made on the next day (e.g., Collection delayed from Friday will be accomplished on Saturday). If, in the mutual determination of the City and Contractor, entire Collection Zones should be delayed, Collection for the Zone and subsequent Zones shall be conducted the following day (e.g., Collection delayed from Thursday will be accomplished on Friday,

and Friday's Collections shall be accomplished on Saturday.).

2.9. Missed Collections. In the case of missed Collections reported by the City to Contractor or by the Contractor to the City, Contractor shall arrange for the Collection of the subject materials no later than 4:00 p.m. the next business day.

2.10. Spills or Leaks. The Contractor shall immediately cure or commence to cure any material scattered or spilled during Collection or within 24 hours when notified by the City, unless such material was spilled or scattered as a result of the resident's failure to properly prepare or set out such materials in accordance with this Agreement, in which case the resident shall be responsible for such cleanup. The Contractor shall also immediately notify the City of any such material spills caused by the Contractor, its employees, its agents, or sub-contractors. If the Contractor fails to clean up any material scattered or spilled by the Contractor, its employees, its agents, or sub-contractors during the pickup process by 12:00 p.m. one business day after its receipt of written or oral notification by the City (email is acceptable), the City may arrange such work to be done and deduct the reasonable costs from any payments due and owing to Contractor. This deduction is instead of imposition of any liquidated damages that may be imposed.

The Contractor shall immediately cure or commence to cure any oil/fluid spills caused by the Contractor or within 24 hours when notified by the City. The Contractor shall notify the City of any such material spills. The Contractor shall comply with applicable local, state and federal Laws and regulations regarding oil/fluid spills. Subject to such laws and regulations, if the Contractor vehicles leak any automotive or hydraulic oils or fluids, the Contractor must clean up the oil/fluid spill by 12:00 p.m. one business day after its receipt of written or oral notification by the City (email is acceptable). If the Contractor fails to do so, the City may arrange for such work to be done and deduct the reasonable costs from any payments due and owing to Contractor. This deduction is instead of imposition of any liquidated damages that may be imposed.

2.11. Carts and Dumpsters. The City provides MSW, Yard Waste, and Recycling carts/ Recycling Contactor shall provide one (1) yard or two (2) yard dumpsters to multi-unit (MUDA) properties or larger 4-8-yard dumpsters to multi-unit (MUDB) properties as requested by the Property Owner. Contractor may not charge additional fees for dumpster provision. Carts shall be handled with reasonable care to avoid damage and are to be replaced in an upright position on the alley or boulevard, or in the location they were found for multi-unit properties. Carts shall not be placed, or replaced, in the street.

2.12. Location of Collection. Except for Walk-Up Service, all carts which are within six (6) feet of the alley or boulevard curb line shall be collected. Carts that are encased by more than one (1) foot of snow, or that are on top of a snowbank may not at the discretion of the contractor be collected. The Contractor shall notify the City weekly with a report of all improperly placed carts. Documentation shall be provided for non-collection.

2.13. Walk-Up Service.

2.13.1. Contractor shall provide Walk-Up Service upon notification by the City to each such

resident to with physical limitations at no additional charge. When approving walk-up services, the collection locations will be determined mutually by the Contractor and City. The collection location will be visible from the street or alley. Bulky Items/Problem Materials shall be placed at the normal (non-walk-up) collection location.

2.13.2. Walk-up Collection of Carts can be paid for by Properties who are not eligible for such Services as an Additional Service Option. The Contractor shall begin service within seven (7) days of notification by the City of the additional service. City shall include the price of the additional fee for Walk-up Service on the next payment(s) to Contractor.

2.14. Verification of Collection. City staff may be deployed at any time to assess and provide confirmation of Collection. Should there be a disagreement about the ability to Collect or if collection occurred, the City Solid Waste Supervisor (or designee) and the Contractor's route supervisor will conduct a site visit to survey the situation and make a joint determination. If no agreement can be made, the matter will move to mediation.

2.15. Fees for Special Events. Cleanup fees and schedules for all special events or other services in the City shall be negotiated between the party arranging the special events and Contractor, provided, however, that Contractor shall not have exclusive rights to provide service at these events and the parties arranging special events may agreement for services with a hauler of their choice. The Contractor shall provide staff and collection vehicles for recyclables, MSW, and bulky items at Citywide Drop-off events at no additional charge when mutually agreed upon by the Contractor and the City; the City will pay for disposal.

ARTICLE 3. INSURANCE; INDEMNIFICATION

3.1. Insurances. Contractor shall carry and file policies or certificates with the City for Worker's Compensation insurance (statutory level), public liability insurance (including for automobiles and trucks), and Property damage insurance. The City shall be named as an additional insured in all such policies, and the policies shall be in a form and substance reasonably acceptable to the City. Workers Compensation policies shall be compliant with state law. The Contractor shall maintain Umbrella Coverage insurance. The minimum limit shall be \$5,000,000.

3.2. Commercial General Liability Insurance. The Contractors is required to maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for Property damage, which may arise from operations under the Agreement. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:

- \$5,000,000 – per occurrence
- \$10,000,000 – annual aggregate

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury

- Blanket Contractual Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations. For clarity, the coverage limits reflected in this Article 3.2 shall be supplemented with Contractor's Excess/Umbrella Liability insurance policy.

3.3. Business Automobile Liability Insurance. The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for Property damage resulting from the ownership, operation, maintenance, or use of all autos which may arise from operations under the Agreement. Insurance minimum limits are as follows:

- \$5,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

The following coverages shall be included: Owned, Hired, and Non-owned Automobiles. For clarity, the coverage limits reflected in this Article 3.3 shall be supplemented with Contractor's Excess/Umbrella Liability insurance policy.

3.4. Additional Insurance Conditions:

- The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by this Agreement.
- All insurance shall be provided on an occurrence basis.

All policies, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under this Agreement.

3.5. Performance Bond, Payment Bond. Contractor shall obtain a Performance Bond to ensure that the work will be completed according to the terms of the Agreement, and a Payment Bond to ensure that subcontractors and persons who provide labor and materials associated with the Agreement are paid. The Performance Bond shall be in the amount of \$500,000 and the Payment Bond shall be in the amount of \$800,000 payable to the City for the use of said City. Each Bond shall be signed by Contractor and with a surety company or bank as surety that is acceptable to the City. Each Bond shall always be kept in full force and effect. The Bonds shall be filed with the City Finance Director or their designee.

3.6. Payments. Contractor shall pay all bills or claims for wages, salaries, and supplies, incurred in the operation of the Collection service. The City has no obligation or responsibility for bills or debts incurred by Contractor.

3.7. Indemnification. Contractor agrees to take title to MSW/Yard Waste, Bulky Items/Problem Materials, Recyclables, and all other collected materials upon Collection by Contractor until disposal at an approved facility. Contractor shall defend, indemnify, and save harmless the City

from any and all claims and causes of action which may be asserted against the City on account of any act or omission, or any misfeasance or malfeasance of Contractor or its employees and agents in connection with its performance under this Agreement. Contractor shall defend, indemnify, keep and save harmless the City and its respective officers, agents and employees against any or all suits or claims that may be based upon any injury or damage to persons or Property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by Contractor, or as a result of the performance of this Agreement, to the extent the injury was caused through a negligent act or omission of Contractor or its employees and whether or not the persons injured or whose Property was damaged were third parties, employees or Contractor or employees of an authorized subcontractor.

Contractor shall defend, indemnify, keep and save harmless the City and its respective officers, agents and employees against any or all suits or claims as a direct result of and to the extent arising out of Contractor's violation of: a.) any administrative rule or statute of Minnesota or any other State; b.) any common law theory of and other State or the United States; or c.) claims based upon the clean-up of abandoned or existing sites contaminated or allegedly contaminated with hazardous substances. Contractor shall at its own expense defend the City in all litigation, pay all reasonable attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, or employees.

3.8. Force Majeure. Neither Party shall be in default by reason of any failure in performance of the Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party ("Force Majeure") including unforeseeable acts of nature; terrorism or other acts of public enemy; war and nationwide epidemics or quarantine restrictions, passage of governmental law, regulation order or rule or similar events. Labor disputes/strikes and the Covid-19 Pandemic or subsequent strains of COVID or Influenza shall not be a Force Majeure event.

A Force Majeure event does not relieve a party from liability for an obligation that arose before the occurrence of that Force Majeure event, and in no case shall a Force Majeure event excuse timely payment for services as provided under this Agreement.

If either Party is delayed at any time in the progress of the work governed by the agreement by Force Majeure, the delayed party shall notify the other party in writing of such delay as soon as practical, of the commencement thereof, and shall specify the cause of such delay in the notice. The notice shall be emailed and mailed Certified Return Receipt and shall make specific reference to this provision. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.

ARTICLE 4. COLLECTION EQUIPMENT AND PERSONNEL

4.1. Labor and Equipment, General. Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory Collection, transportation, and proper processing/disposal of the MSW/Yard Waste, BULKY ITEMS/PROBLEM MATERIALS, Recyclables from all Properties in the City. A significant portion of the City has Collection Locations in alleys, which are not maintained by the City, and which must be maintained in a safe and passable state by property owners. Collection Vehicles shall be equipped to perform Collections in all expected

weather/road/alley conditions. All work to be performed hereunder shall be done to protect to the highest extent the public health and safety as well as the safety of the work crews providing this essential service to the City and its residents.

4.2. Maintenance of Equipment. Contractor shall maintain equipment used in the performance of this Agreement in a clean and sanitary condition and shall always operate such equipment in compliance with State law and City ordinances. Equipment shall be maintained so the materials being Collected and transported will not be seen and will not blow, fall, or leak from the vehicle, and fluids will not leak from the trucks.

4.3. Compliance with Truck Road Weight Restrictions. It shall be Contractor's sole responsibility to comply with all road weight restrictions. Contractor shall immediately inform the City of any notices/tickets/fines due to exceeding such restrictions.

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

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage Carts and Dumpsters in a careful manner to avoid spillage and littering, or damage to the Cart. Carts shall typically be replaced at the location at which they were Collected in an upright position. Carts shall not be replaced in the street. If the Resident/property manager has not left an appropriate area to replace the cart due to snow or ice, the Contractor will return the cart to the location where the Resident set it out.
- Monitor for any spillage or vehicle leaks and be responsible for immediately cleaning up any litter, breakage, or leaks.
- Avoid damage to personal or City Property.
- Refrain from performing their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

ARTICLE 5. MSW/YARD WASTE (TRASH) COLLECTION

5.1. Weekly Collection. MSW Collection shall be weekly and shall fulfill the requirements of Article 3.

5.2. MSW Removal. Contractor shall provide for the removal of MSW from no less than 90% of all

Residential Properties with at least one (1) and up to four (4) residential units in the City as mutually agreed and provided in this Agreement.

5.3. Refusal Notice. If any Property places any items out for pickup and the item is not taken by Contractor, Contractor shall provide written notification of reason(s) for refusal to pick up the item to the Property by use of an Education Tag on the Cart, and to the City as specified in Section 9.2.

5.4. Required Disposal. Pursuant to MN 115A.46 and 115A.471 all MSW collected by Contractor in the City shall be delivered to the County Designated Facility.

5.5. Alley Collections. Sixty-five percent (65%) of the Properties receive Collection service on an alley. The City does not maintain alleys, nor plow snow in alleys and alleys can be narrow. Residents are required to maintain abutting alleys in to a safe and passable level. Contractor shall ensure Collection Vehicles are of sufficient design and equipment to provide Collection in alleys in all weather conditions. "Double-pass," in which Collection occurs on one side of an alley with Collection on the other side of the alley in a second pass is strongly discouraged, and Contractor shall not use limitations on double-pass collection as an excuse for Missed Collections.

5.6. Cart Placement. Residents will be advised to place the cart(s) with the opening facing the street or ally, with 2 feet of clearance between the cart and other objects. Legally parked vehicles are not considered an obstruction and carts not collected for this reason will be considered a missed collection. Walk-up location collection will be specified by the City, in consultation with the Contractor. The Contractor shall collect carts that are within six (6) feet of the alley or curb line with two (2) feet of clearance on all sides. Improperly must be reported to the city weekly.

5.7. Extra Materials. Contractor will collect extra bagged materials, (up to 30-gallon bag), set out next to the cart on collection day for an additional fee as set in the Agreement. Contractor, using one of the three approved data integration methods, will report extra bags collected daily to the City.

ARTICLE 6. YARD WASTE COLLECTIONS

6.1. Collection. Separate weekly Yard Waste Collection shall be available from April 1st through November 30th, for Properties that subscribe to that service. Yard Waste Collection shall be provided for a fee charged by the City and remitted to the Contractor.

6.2. Service Start. Contractor shall begin service within seven (7) days of its receipt of service notice from the City.

6.3. Carts. City shall provide one (1) 60–68-gallon Cart for Seasonal Yard Waste Collections. Each subscribing Property can fill the Yard Waste Cart and up to eight (8) Compostable Bags for Yard Waste each week for the subscription cost.

6.4. Bagged Collection. The Contractor shall collect Compostable Bags for Yard Waste or Yard Waste Bundles from non-subscribing Properties for a per-bag fee and/or per-bundle. Fees for Compostable Bags for Yard Waste or Yard Waste Bundles shall be charged by the City and remitted to the Contractor on the invoice following collection. Yard Waste Bags or Bundles shall not exceed forty (40) pounds or two (2) feet in diameter and three (3) feet in length, and tree

stumps, dirt or rocks will not be allowed. One Yard Waste Bundle will be equal to one (1) Compostable Yard Waste Bag.

6.5. Disposal. Yard Waste collected from the City shall be disposed of at a yard waste transfer or composting facility(s) that, to the Contractor's knowledge, is in conformance with all local and state regulations. The Contractor shall notify the City annually of the disposal location(s).

6.6. Collection Location. Properties will be required to set out Yard Waste Carts, Compostable Bags and Yard Waste Bundles at the Collection Location no later than 6:00 a.m. on the day Collection. Properties that do not have Yard Waste set out and request a later pick-up may be charged an additional trip service charge provided that the Property has been notified of the fee and approves the return fee in advance.

ARTICLE 7. RECYCLABLES COLLECTION FOR MUDA AND MUDB PROPERTIES

7.1. Weekly Collection. Recyclables Collection for MUDA and MUDB properties shall be weekly and shall fulfill the requirements of Article 3. The Contractor will collect Recyclable Materials designated by the City (See Attachment 2). The City retains the right to make additions or deletions to the list of Recyclable materials.

7.2. Recyclables Removal. Contractor shall provide for the removal of Recyclable materials from properties in the City as provided in this Agreement. Extra Materials: Contractor will collect all extra Recyclables that are set out. Materials shall be placed in wheeled, lidded carts. Corrugated Cardboard will be stacked or bundled.

7.3. Refusal Notice. If any Property places any items out for pickup and the item is not taken by Contractor, Contractor shall provide written notification of reason(s) for refusal to pick up the item to the Property by use of an Education Tag on the Cart, and to the City as specified in Section 8.2.

7.4. Required Disposal. Pursuant to MN 115A.46 and 115A.471 all Recyclables collected by Contractor in the City shall be delivered to the City Designated Recycling Processing Facility.

7.5. Alley Collections. Sixty-five percent (65%) of the Properties receive Collection service on an alley. The City does not maintain alleys, nor plow snow in alleys and alleys can be narrow. Residents are required to maintain abutting alleys in a safe and passable manner. Contractor shall ensure Collection Vehicles are of sufficient design and equipment to provide Collection in alleys in all weather conditions. "Double-pass," in which Collection occurs on one side of an alley with Collection on the other side of the alley in a second pass is strongly discouraged, and Contractor shall not use limitations on double-pass collection as an excuse for Missed Collections.

7.6. Inaccessible Set Out. In the event there are occasions when Cart(s) or dumpsters are temporarily obstructed on the regularly scheduled Collection day (e.g., utility truck or other vehicle blocking property or entrance to the alley), Contractor shall report the obstruction to the City by contacting the Recycling and Garbage program supervisors. The Contractor shall make an additional attempt to collect the materials no later than 4:00 pm on the following day. If the Cart(s) or dumpsters are still not accessible, Contractor shall document the obstruction using photographic or video evidence and submit this evidence to the City by contacting the recycling and garbage program supervisor. The Contractor will Collect the Recyclables in the Cart(s) or dumpsters and any extra materials next to the Cart(s) or dumpsters at the next Collection Opportunity.

7.7. Cart Placement. Residents will be advised to place the cart(s) with the opening facing the street or ally, with 2 feet of clearance between the cart and other objects. Legally parked vehicles are not considered an obstruction and carts not collected for this reason will be considered a missed collection. Walk-up location collection will be specified by the City, in consultation with the Contractor. The Contractor shall collect carts that are within six (6) feet of the alley or curb line with two (2) feet of clearance on all sides; although the City's public communication will state that all carts shall be placed within four (4) feet of the alley or boulevard curb line. Improperly placed carts must be tagged by the Contractor.

7.8. Extra Materials. Contractor will collect all extra Recyclables that are set out to the extent Materials are placed in proper paper bags or boxes. Corrugated Cardboard will be stacked or bundled.

If there is a second instance within six (6) weeks of extra materials outside the Cart and discovered by Contractor, Contractor shall report the instance to the City on the same day of the discovery and shall collect the extra materials.

If there is a third instance within six (6) weeks of extra materials outside the Cart, the Contractor will notify the City and the City will send a letter to the Resident informing them a second Cart will be placed for Recyclables, and unless the Resident responds verifying no need, within two (2) Collection Days an additional Cart will be placed by the City. If a Cart has not been delivered in the approved timeframe, or if the resident denies the additional cart, the Contractor will not continue to collect material outside of the Cart.

7.9. MUDB Properties. Service for 12+ unit properties is weekly from carts, dumpsters, or a combination of both. Increased frequency of collection may be needed due to container capacity limitations. Collection frequency and location of carts/dumpsters shall be determined jointly by the Property Manager and the Contractor. Collections at MUDB properties will occur Monday through Friday and do not need to follow the City Recycling Collection Day designations. Collection days for MUDB properties shall be provided to the City annually; and whenever there is a change to collection days.

7.10. City Designated Locations. Service at City Designated Locations (CDLs) is weekly from carts, dumpsters, or a combination of both. Collections at CDLs will occur Monday through Friday and do not need to follow the City Recycling Collection Day designation.

7.11. Damage to Carts. It shall be the responsibility of the City's residents to properly use and safeguard their recycling Carts and not the responsibility of the Contractor. Each resident is responsible for the care, custody and control of any Cart furnished by the City and the resident shall be liable for any loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Carts.

The Contractor shall report the following to the City for the City's use to evaluate whether a resident is responsible for damage to carts:

- Abuse or misuse (e.g., fires, ashes) or neglect;
- Total destruction of cart (e.g., hit by a car).

Residents shall not be responsible for damage caused by "normal wear and tear" that includes, but is not limited to:

- Cracks due to normal handling or weather conditions;
- Part malfunctions;
- Graffiti;
- Squirrel damage.

ARTICLE 8. BULKY ITEM/PROBLEM MATERIAL

8.1. Collection. Contractor shall provide Collection, processing, and marketing or disposal services related to BULKY ITEMS/PROBLEM MATERIALS from Properties if set out for Collection. Properties shall place a note or marking on each Problem Material intended for Collection.

8.1.1. Subject to the conditions herein, the Contractor shall collect up to 1 cubic yard of Bulky Waste per dwelling unit set out at Collection Location. Each Resident will be limited to twelve (12) Bulky Waste collections per year.

8.1.2. Collection Service for Bulky Waste shall be provided to each Resident once per month, on a fixed schedule, provided the Bulky Waste has been placed at the Collection Location.

8.1.3. Electronic Waste and appliances shall be collected within five (5) operating days of notification to Contractor of Electronic Waste being placed at the Collection Location. Each Customer will be limited to three (3) Electronic Waste and/or appliance collections per year.

8.1.4. Additional Bulky Waste shall be collected and billed to the City at rate of \$25 per item.

8.1.5. Contractor shall collect one natural holiday tree from each property during the first two weeks of January so long as the tree is free from all ornamentation and is not attached to a fixed base.

8.2. Processing and Disposal. All Bulky Items/Problem Materials shall be delivered to a processing facility or disposal location fully licensed by the State of Minnesota, and compliant with all state and local laws, rules, and regulations. Contractor shall insure that processing and disposal of Bulky Items/Problem Materials shall be conducted at a licensed facility in accordance with applicable County, state, and federal rules, and regulations. The City will pay for processing and disposal.

ARTICLE 9. CUSTOMER SERVICE AND EDUCATION REQUIREMENTS

9.1. Data Integration. A reliable method of bidirectional data exchange is vital to allow the City of St. Paul to provide timely and accurate customer service to our shared customers. This data is required to support the following operations: Missed route reports, Incomplete route reports, Tag information, Work order requests/responses, Service holds applied/removed, and similar communications to support operations and customer service.

The Contractor will use the City of St. Paul Zuper field service management system to track inventory and field processes. The Zuper app supports any IOS or Android device and can be installed free of charge for haulers. This allows seamless integration with the City and is the preferred method of data exchange.

Additionally, the hauler contractor must have a 24-hour emergency contact number.

9.2. Complaints received by City. The City shall promptly relay any complaints it receives from its residents regarding Contractor's performance to Contractor via Zuper. Contractor is responsible for corrective actions. Contractor shall answer all complaints courteously and promptly within one business day, or report to the City the reason for delay. Contractor shall, no later than three (3) business days thereafter, inform the City how it responded to such complaints.

Contractor shall provide staffing of a telephone equipped office to receive missed Collection complaints and other complaints from the City between the hours of 7:30 a.m. until 5:00 p.m. Monday through Friday, Central Daylight Time. Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone number of the office shall be given to the City in writing, with ten (10) days prior notice of a change therein. Contractor shall also allow complaints to be always made electronically (by e-mail).

9.3. Education. A consistent and comprehensive education program is critical to the success of the Collection programs.

Education at the time of collection is a critical component of the City's and Contractor's information efforts. Tagging must be done each time a driver does not service a Cart because it is inaccessible, incorrectly placed, contains Hazardous Materials, Bulky Item/Problem Materials and/or other excluded materials prohibited by City, County or State rules, or the lid is open so far, the Cart cannot be emptied without removing excess material.

The Education Tag shall be correctly filled out identifying the reason the Cart was not emptied and shall be placed securely on the Cart.

Contractor shall electronically record all Tags generated on all Routes and utilizing of the three data integration methods outlined in the RFP, submit them to the City same day.

The City will be responsible for generating education and outreach materials used for the Solid Waste Program. The City will provide the Contractor an opportunity to provide input on program specific education developed by the City prior to printing and/or posting. The City will, at a minimum, be responsible for:

- Annual Residential Disposal Guide
- Annual Utility Bill Insert/Buck slip
- Education Tags
- Educational Videos
- Social Media, press releases, and media announcements
- Notification to Residents of City approved service changes

The Contractor shall not provide media alerts, press releases, social media posts, etc. regarding the Agreement or any reference to City Solid Waste services without notifying the City in advance and obtaining prior approval of same in writing.

The Contractor must have an active role in education activities that include, but are not limited to:

- Enforcement of program rules during Cart and/or Dumpster Collection.
- Use of City-provided Education Tags at the point of Collection.
- Including a link to City of Saint Paul Solid Waste Program on Contractor's web site.

ARTICLE 10. ACCESS TO RECORDS AND REPORTS

10.1. Access to Records. Contractor shall provide to the City during normal business hours, access to books, documentation, papers, weigh tickets and other records that are directly pertinent to the required reports and to the services provided in the performance of the Agreement.

10.2. Reports.

At a minimum, Contractor shall include the following information in the monthly reports by the 15th of the following month:

10.2.1. Total tons of material collected by waste stream (MSW, Yard Waste, Recyclables, BULKY ITEMS). "Total tons" is defined as the combined number of tons recorded from the total actual pick-ups (stops) recorded for the reporting month.

10.2.2. Total actual number of MSW, Yard Waste, Recyclables, Bulky Items/Problem Materials pick-ups (stops). "Total actual pick-ups" is defined as the combined number of actual pick-ups recorded for the Report month.

10.2.3. Total actual number of Bulky Items/Problem Materials collected. "Total actual Bulky Items/Problem Materials collected" is defined as the combined number of actual Bulky Items/Problem Materials recorded for the reporting month. This report should include the total numbers of Bulky Items/Problem Materials collected from Properties. This list will be broken up by item as defined in the Bulky Items/Problem Materials accepted material list.

10.2.4. Suggestions for improvements to the City of Saint Paul Solid Waste programs (e.g., public education, Problem Material recycling, etc.). A meeting will be organized by the City with the contractor to discuss these improvements and other operation issues monthly.

At a minimum, agreement shall include information related to the preceding twelve calendar months. Year-end reports will include, but are not limited to:

10.2.5. A summary of monthly tonnage reports.

10.2.6. A summary of tonnage collected by Route/Collection Day. SUD/MUDA tonnage shall be reported separately from MUDB tonnage)

10.2.7. Suggestions for improvements to the City of Saint Paul Solid Waste programs (e.g., public education, Problem Material recycling, etc.).

10.2.8. Sustainability Plan milestones completed, and activities planned for the next calendar year.

Year-end reports will be due to the City by January 31 of each year.

A meeting will be organized by the City and the Contractor no later than February 28th of each year to

discuss the Annual Report and mutually determine the need for any adjustments related to operations, education and outreach or other program activities.

10.3. Environmental and Community Benefits. Contractor shall have a Sustainability Plan on record and share a copy with the City upon execution of the current Contract. Updates and changes to the plan shall be submitted to the City during the term of this Agreement annually. The contractor must make reasonable efforts to attend community events when requested to do so by the City. At a minimum the Contractor will attend two (2) events each year.

10.4. Litter Cleanup Program. Contractor shall perform up to four (4) community cleanups within the Collection Zone each calendar year. Community cleanups are typically a single day event on a weekend. The times and locations of the community cleanups shall be mutually agreed upon between the City and Contractor. Contractor shall provide appropriate equipment and personnel during each community cleanup at no additional cost to the City. During the community cleanup, Contractor shall collect only Bulky Waste and bagged materials in designated locations identified mutually between the contractor and city while adhering to the limits set forth in section 9.1. The City will pay for processing and disposal related to the collection of this material.

ARTICLE 11. ASSIGNMENT, SUBCONTRACTING, AND MISCELLANEOUS

11.1. Assignment or Subcontracting. Contractor shall not assign this Agreement or any interest therein or any privilege or right granted therein without the prior written consent of the City; provided, however, that Contractor may assign all or any portion of this Agreement to any direct or indirect wholly-owned subsidiary of Contractor. Consent to one assignment or subcontract shall not be deemed to be consent to any subsequent assignment or subcontract.

11.2. Participation Study. Once each year, the Contractor shall perform a participation study to determine both a set-out and participation rate. The study spans six collection weeks.

11.3. Liquidated Damages. Contractor agrees, in addition to any other remedies available to the City, that the City may withhold portions of the Monthly Payment from Contractor in the amounts specified below as Liquidated Damages for failure of Contractor fulfilling its obligations.

11.3.1. Missed collections. The Contractor will not be subject to liquidated damages for reported misses, provided that the items are collected by 4:00 p.m. the following day from the date the missed collection was reported to the Contractor, unless the Contractor has missed the same cart(s) or dumpster more than three (3) times in a calendar month due to the Contractor's own error. In that case of at least three misses at a single unit in a calendar month the Contractor shall be subject to the liquidated damages in this section starting at the third missed collection and then for any subsequent missed collections at such single unit. (Three misses per single Property = One Occurrence up to three occurrences thereafter each additional miss in the calendar month is an additional occurrence). \$300 each occurrence starting at the third missed collection.

11.3.2. Tagging. Failure to leave, mark the appropriate collection issue, and secure an educational tag to the cart per the tagging procedure. \$25 per incident.

11.3.3. Damage. Damage to Carts or public or private property due to the fault of the Contractor, which includes, but is not limited to, deposition of Cart into hopper, crushing

Cart, running over Cart, damaging buildings or other structures, but shall not include any normal wear and tear as understood by Section 2.10 of this Agreement. Within 24 hours of receiving a complaint from a resident about a damaged cart or property, the Contractor shall promptly provide the City with any relevant evidence to assist in determining who was at fault for the damage, including any photographic or video recordings made by the Contractor.

If the City reasonably determines that the Contractor is at fault for any substantial damage to public or private property, then the Contractor shall provide a repair or replacement to the affected resident of the same or equivalent value at the time of the damage. The Contractor shall communicate with the resident within five (5) business days and arrange for the performance of such repairs or replacements within seven (7) business days of its receipt of written or oral notification by the City (email is acceptable) of such damage. If damage occurs during months when repairs cannot be made (e.g., winter for landscape repairs), the Contractor shall communicate with the resident within five (5) business days and shall make reasonable arrangements with the property owner within seven (7) business days as to when such repair will be made. If the Contractor fails to make a good-faith effort to arrange repair in this time or fails to complete repairs in this time, the City may arrange such work to be done and deduct the reasonable costs from any payments due and owing to Contractor. This deduction is instead of imposition of any liquidated damages that may be imposed.

11.3.4. *Failure to Respond to Complaints.* Failure to respond by 4:00 p.m. the next business day to legitimate service complaints or collect missed Collections forwarded by City (One Property = One Occurrence). \$100 per incident.

11.3.5. *Failing to Provide Notice of Incomplete Routes.* Failure to complete the Collections within the specified day without proper notice to the City. \$300 per route.

11.3.6. *Delay Without Notice.* Failure to notify the City within 24 hours of interruption in Collection Service of any significant portions or entire SUD, MUD A or MUDB Route. \$1,000 each Business Day of delay.

11.3.7. *Unexcused Incomplete Route (Substantial).* Unexcused failure to substantially complete a route (10-49%) on the regular pick-up day, however no Liquidated Damages may be imposed if the contractor notifies the City of the failure to complete the route by the end of the same collection-day and completes the route by 4:00 p.m. of the following day: \$2,500 each route.

11.3.8. *Unexcused Incomplete Route (Significant).* Unexcused failure to complete a significant portion (50% or more of Collection Zone) of pickups within the Collection Zone on the scheduled collection day, however no Liquidated Damages may be imposed if the Contractor notifies the City of the failure to complete the Collection Zone the same day and completes the Collection Zone the following day: \$5,000 each route.

11.3.9. *Fail to Complete Block.* Failure to provide service to entire block on single service day (10 or more Properties) and fail to recover by 12 p.m. the next collection day. \$750 per incident.

11.3.10. *Route Change.* Failure to notify the City of a significant permanent and/or seasonal

Route change or operations change affecting City Routes within three (3) business days. \$500 per occurrence.

11.3.11. Property Damage Claims. Failure to respond to claims of reported damage to public or private properties within five (5) business days. \$100 per each Business Day of delay until resolution.

11.3.12. Spills. Failure to clean up spills during Collection operations or failure to notify the City of such spills. \$400 per incident.

11.3.13. Licensure. Failure to maintain current County licenses for Collection. \$1500 per day.

11.3.14. Daily Education Tags. Failure to provide the City with daily education tags placed. This list shall include the address, date the tag was left, and the issue with collection. \$300 per day

11.3.15. Review. Failure to allow the City to review and approve Contractor's City-related educational, media or other publicly released or distributed materials, or distribution to City Property and/or residents of non-approved information. \$1,000 each instance.

11.3.16. Weight Tickets. Failure to retain specified weight tickets. \$500 each day's tickets which are not retained.

11.3.17. Maps. Failure to provide required maps and dwelling unit counts of Collection Routes, and/or updates to maps within five (5) business days of request. \$500 per occurrence.

11.3.18. Recordkeeping. Failure to maintain and submit to the City required records. \$250 for each five (5) Business Days of delay.

11.3.19. Reports. Failure to provide monthly and/or annual reports on date specified. \$500 per incident.

11.4. Waiver. The waiver by the City of any breach or violation of any term covenant, or condition of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant, or condition hereof.

11.5. Binding Effect. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind and inure to the benefit of the parties, their successors, and assigns.

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

ARTICLE 12. PAYMENT TERMS

12.1. Contractor's Costs. The Contractor agrees to assume all license and all other applicable fees, and any costs assessed or caused to be assessed by any Governmental authority in

connection with the Collection and Disposal of MSW, Yard Waste, Recyclables and/or Bulky Items/Problem Materials applicable in this Agreement and to hold the City harmless from any liability, therefore.

In addition, Contractor shall be responsible for the cost of all equipment, employment, benefits, wage withholding, taxes, regulatory fees/fines, and all other costs in any way related to the activities undertaken by Contractor in fulfillment of its obligations under this Agreement and hold the City harmless therefrom.

12.2. Agreement Price Components. In consideration of the Contractor's services to the City, the City shall pay the Contractor monthly a fee in accordance with the prices contained in the Rate Table, attached hereto as Attachment 3.

12.2.1. For MSW collection, the number of carts/tips collected shall be determined by the City from the actual number billed during the previous billing period.

12.2.2. For recycling collection, the number of carts/tips for MUDA properties and the number of stops collected at MUDB properties shall be determined by the City from the Ramsey County Property tax data and City cart reports. The number of stops for City Designated Locations shall be determined by City staff.

12.2.3. On or about the first day of each quarter (January, April, July, October) year the Contractor and the City will review Property counts to determine changes in Property numbers. The counts will be modified yearly by February 1 of each year based on this review. The City will notify the Contractor of any changes in the number of properties (e.g., new construction and/or demolition of existing single-family units) weekly.

12.3. Rate Increase. From the Commencement Date until March 31, 2032, the collection costs shall be as provided for in the attached estimated Rate Table to this Agreement as Attachment 3. Rate increases shall be 3.5 percent (3.5%) annually, unless the published Consumer Price Index (CPI) shows an increase of five percent (5%) or more for January of the current year.

If the published annual CPI for the previous year is greater than or equal to five percent (5%), the City shall enter into good-faith negotiations with the Contractor to determine the total increase in rates to be paid to the Contractor for the current year. Any rate increase will be greater than or equal to three and a half percent (3.5%), but no greater than seven percent (7%). Rate increases pursuant to this Section 12.3 shall go into effect on April 1 of each year, starting on April 1, 2026. If the City and the Contractor are unable to agree on a rate increase in good faith, the parties shall resolve the dispute by arbitration within the State of Minnesota.

For this section, "Consumer Price Index (CPI)" means the Consumer Price Index for all Urban Consumers (CPI-U), All items in Midwest - Size Class A, all urban consumers, not seasonally adjusted, Series CUURS200SA0, with a base period of 1982-84=100; published by the United States Bureau of Labor Statistics.

No other escalators, fuel surcharges, or other adjustments will be allowed by the City.

MSW/Yard Waste Payments to Contractor for Disposal and Service Provided. The City will reimburse the Contractor for the disposal fees monthly. Collection service invoices are due on the 5th of the first month of each quarter and will be paid within 35 business days of receipt.

12.4. Recyclables Payments to Contractor for Processing Service Provided. The City will reimburse the Contractor for all processing fees paid by Contractor, on a monthly basis. Collection service invoices are due on the 5th of the first month and will be paid within 35 business days of receipt.

12.5. Disputes. Notification of any disputes within the invoice from the City shall be in writing and within five business days of receipt of invoice, shall specifically identify the disputed amounts, and shall provide a description of the substance of such dispute.

In the event of a dispute over invoiced amounts, the City and Contractor shall promptly cooperate to resolve such dispute as soon as practicable. Following such resolution, agreed-upon amounts shall be paid to the Contractor.

If disputes cannot be resolved within five (5) days of a Contractor-submitted invoice, the City will process payment of the undisputed amount of the invoice based on 35 days of submittal of the invoice by the Contractor. The City and the Contractor will continue to cooperate to resolve the disputed amounts. Following resolution agreed-upon amounts shall be paid to the Contractor.

ARTICLE 13. NOTICES

Any notice or demand require or permitted to be given or made thereunder shall be sufficiently given or made by e-mail, and messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to City: City of Saint Paul Public Works Solid Waste and Recycling
25 W 4th St Suite 1500
Saint Paul MN 55102

If to Contractor: FCC Environmental Services, LLC
460 Wildwood Forest Drive, Suite 100
Spring, TX 77380
Attn: Legal Department

Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

ARTICLE 14. SEVERABILITY

If any of the provisions of the Agreement 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 the Agreement as a whole or of any section, subsection, sentence, or clause not adjudged to be invalid so long as the material purposes of this Agreement can be determined and effectuated.

If the Contractor shall discover any provision in the specifications or the Agreement which is

contrary to or inconsistent with any law, ordinance, or regulation, the Contractor shall immediately report it to the City in writing.

ARTICLE 15. FAILURE TO PERFORM, TERMINATION

15.1. Failure to Perform. In the event Contractor fails to collect the MSW/Yard Waste, Recyclables, or Bulky Items/Problem Materials as required by this Agreement, the City may, at its option, hire such labor and equipment as may be necessary to collect and dispose of such MSW/Yard waste, Recyclables, and/or Bulky Items/Problem Materials, after Contractor is given three (3) business days after receipt of written notice to remedy the situation. In the event remedy does not occur, Contractor shall reimburse the City for all reasonable Collection expenses the City incurs above and beyond the amounts the City is obligated to pay for such Collection under this Agreement, or the City shall utilize the Performance Bond for such expenses.

15.2. Events of Default. Subject to applicable cure periods, the following shall be additional Events of Default under this Agreement which are not subject to Liquidated Damages as set forth above.

15.3. Contractor Events of Default. the following shall be Contractor Events of Default:

- (a) The dissolution of the Contractor's business.
- (b) The Agreement or a portion of the Agreement is assigned, subcontracted, or transferred by Contractor without the written consent of the City.
- (c) The Contractor fails to ensure that all Contractor Members providing Services comply with the insurance coverage requirements of Article 4.
- (d) The Contractor fails to have an operating agreement or subcontract indicating that requires Contractor Members to meet the obligations of Section 10.2.
- (e) Any voluntary or involuntary petition or similar pleading under any chapter, section or sections of the Bankruptcy Code or other insolvency law is filed by or against Contractor, or any voluntary or involuntary proceeding in any court or tribunal, is instituted to declare Contractor insolvent, and the same is not dismissed or discharged within ninety (90) days after the date of initiation of any such proceedings.
- (f) Contractor assigns all of its assets for the benefit of Contractor's creditors without prior written notice and agreement by the City.
- (g) A receiver is appointed for the Contractor or any of its Property.
- (h) Contractor fails to perform any material obligation of the Agreement within seven (7) days after written notice from the City that the performance is delinquent, or such longer period as may be reasonably necessary to cure, so long as the Contractor commences to cure such default within seven (7) days and diligently pursues the cure to completion, not to exceed sixty (60) days.
- (i) Any of the services or obligations to be performed under this Agreement are abandoned by Contractor.
- (j) Contractor fails to take action to correct repeated Agreement violations by a single Sub-

Contractor where Contractor has had Liquidated Damages imposed for a violation of Article 12 for 15 or more separate incidents in six (6) consecutive months.

(k) Failure to include an internal process to ensure Contractor Members provide Services in a manner that is consistent with this Agreement and failure to act against underperforming Contractor Members that is consistent with that process.

15.4. City Events of Default. The failure of the City to observe or perform any covenant, representation, warranty, condition, obligation, or agreement on its part to be observed or performed under this Agreement, and, in the case of failure to make payment under section 13, the continuation of such failure for a period of seven (7) days after written notice of such failure from the Contractor shall be an Event of Default for the City. For all other defaults, the Contractor is only entitled to take action if the City fails to cure its failure within thirty (30) days after notice from the Contractor to the City that the performance is delinquent, or such longer period of time as may be reasonably necessary to cure, and so long as the City fails to commence such action to cure such default within such thirty (30) days and fails to diligently pursue the cure to completion, not to exceed ninety (90) days. Notwithstanding the forgoing, if the default reasonably requires more than seven (7) days, or thirty (30) days as appropriate, to cure such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the City of the notice of the default, and with due diligence is thereafter diligently and continuously prosecuted, not to exceed ninety (90) days, and provided that the City keeps Contractor well informed at all times of its progress in curing the default.

15.5. City remedies on Default. If an Event of Default occurs, in addition to any other remedies available at law or in equity, the City may, without barring later election of any other remedy, exercise any one or more of the following remedies at the City's election, in any order or combination; provided, however, that the City is only entitled to take the actions described below if the Contractor fails to perform within thirty (30) days after written notice from the City to the Contractor that the performance is delinquent, or such longer period of time as may be reasonably necessary to cure, and so long as the Contractor fails to commence such action to cure or commence to cure such default within such thirty (30) days and fails to diligently pursue the cure to completion, not to exceed ninety (90) days:

15.5.1. Terminate Contractor's right to provide Services to PROPERTYs with or without terminating the Agreement, in which event the Contractor's Collection Zones previously serviced by that Contractor as depicted in Attachment 1, shall be re-allocated.

15.5.2. Contractor agrees that Contractor shall be liable to the City for all excess costs sustained by the City by reason of the Contractor Member's breach and for which liquidated damages are not imposed provided for under Article 12.

15.6. Termination. The City may terminate this Agreement if Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured to Contractor has failed to commence to cure after thirty (30) days written notice has been provided. The City may also terminate this Agreement immediately if Contractor fails to maintain County permits required to collect and transport MSW/YARD, Recyclables, and/or Bulky Items/Problem Materials. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by

the City because of the breach. If the Agreement is cancelled or terminated, all finished or unfinished documents, data, studies, surveys, route maps, photographs, reports, or other materials prepared by Contractor under this Agreement shall, at the option of the City, become the Property of the City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

15.7. Survival of Obligations. The respective obligations of the Parties under these terms and conditions, which by their nature would continue beyond the term of the Agreement, survive termination cancellation or expiration of the Agreement.

15.8. Change in Law. Notwithstanding anything herein to the contrary, Contractor may petition the City for an additional rate adjustment resulting from a Change in Law. The Contractor's request shall contain proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the City, the City shall make a determination regarding the fairness of the request and shall provide Contractor with a written response detailing its determination. The adjusted rates shall become effective upon the City's approval. The City shall not arbitrarily deny a reasonable request for a rate adjustment due to a Change in Law.

RESIDENTIAL SOLID WASTE SERVICES AGREEMENT


City of SAINT PAUL, Minnesota

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, by their officers,
as of the day and year first above written.

CITY OF SAINT PAUL, MINNESOTA
A Minnesota Home Rule Charter City

CONTRACTOR

By: Jaime Rae Tincher
Jaime Rae Tincher (Apr 5, 2024 15:04 CDT)
Melvin Carter III
Mayor
04/05/2024
Date: _____

By: 
Dan Brack (Apr 29, 2024 14:43 CDT)
Its: Chief Operating Officer
03/29/2024
Date: _____

By: 
John McCarthy
Finance Director
03/30/2024
Date: _____

By: Sean Kershaw
Sean Kershaw
Director of Public Works
03/29/2024
Date: _____

Reviewed and Approved as to Form:

By: Kyle J. Citta
Assistant City Attorney
03/29/2024
Date: _____

By: Andrea Ledger
Andrea Ledger
Interim Director, Department of Human rights and Equal Economic Opportunity
Date: 4/15/24

DEFINITIONS

For purposes of this Agreement, terms not otherwise defined herein shall have the following meanings:

Accepted Recyclables: The Contractor will collect Recyclable Materials that are identified by the City and accepted by the contracted processor. The City retains the right to make additions or deletions to the list of recyclable materials in the Agreement.

Agreement: This City of Saint Paul Agreement for Collection of Mixed Municipal Solid Waste and Recyclables Services, and as subsequently amended.

Bulky Items/Problem Materials: As defined in Minnesota Statutes 115A.952, waste that is too large to fit into a standard Cart and requires special Collection by Contractor. Problem material waste includes, but is not limited to furniture, appliances, mattresses, and bed springs, and may be referred to as "bulky waste." Problem Material waste includes Electronic Waste.

Cart: The wheeled, lidded container in which Mixed Municipal Solid Waste, Yard Waste, or Recyclables can be stored and placed for curbside Collection. All carts are owned and maintained by the City. Cart sizes include 32-gallon, 64 -gallon, and 96- gallon capacities.

Cart Sharing: The sharing of a cart between adjacent SUD properties and/or among multi- unit properties.

Change in Law: (i) the adoption, promulgation, or modification after the Effective Date of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the Effective Date; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the Effective Date, which in the case of either (i) or (ii) establishes requirements affecting Contractor's operation under this Agreement more burdensome than the requirements that are applicable to Contractor in effect as of the Effective Date.

City: The City of Saint Paul, a home rule charter city organized under the laws of the State of Minnesota.

City Designated Location (CDL): Municipal Facilities and/or buildings. These can include, but are not limited to office buildings, maintenance facilities, recreation/community centers, athletic facilities, public safety buildings, libraries, golf courses, aquatic centers, parking garages, or park pavilions,

City Designated Recycling Processing Facility: Through April 30, 2025, the City- Designated Recycling Processing Facility shall be Eureka Recycling, at 2828 Kennedy St NE, Minneapolis, MN 55413. After April 30, 2025, the City shall designate the Facility.

Collection: The aggregation and transportation of MSW/Yard Waste, Recyclables, Bulky Items/Problem Materials, from the place at which they are generated including all activities up to the time they are delivered to a processing/disposal facility or end market.

Collection Day: The City-designated day for Collection within a Collection Zone.

Collection Hours: The period during which Collection is authorized by the City, which shall be 7:00 a.m. to 6:00 p.m., Monday through Friday, or Monday through Saturday during weeks that contain a

Holiday.

Collection Location: The place along a public street or alley where Carts, Dumpsters, Bulky Items/Problem Materials, and Yard Wastes are set out for Collection.

Collection Location- Multi-unit building or City Designated Location: If not along the public street or alley, the place(s) specified by the City and/or Property Owner/Manager at which Recyclables are set out for collection.

Collection Vehicle: Any vehicle licensed and inspected for MSW/Yard Waste, Recyclables, Bulky Items/Problem Materials as required by the City, state, and county.

Collection Zone: The geographic Collection area, as designated by the City, in which Collection occurs on a specific day of the week.

Completed Route: Completed portion of the route is defined as all blocks that the Contractor collected properly placed carts and/or dumpsters.

Contractor: The company or group of entities which is signatory to the Agreement.

County: Ramsey County, MN.

County-Designated Solid Waste Disposal Facility: The facility designated by the County where Contractor is required to deposit MSW collected under this Agreement.

Dumpster: A container having a minimum capacity of one or two cubic yard(s), of an approved sanitary type, with the proper attachments for lifting onto a Collection Vehicle.

Dwelling Unit/Units: As defined in the City's Zoning Code: A building or part thereof that provides complete living facilities, including bathroom and kitchen facilities, for the exclusive and unhindered use of one (1) household.

Education Tag: A written document provided by the City attached to a Cart by the Contractor to inform the resident or Property owner of a specific policy or protocol required for provision of Collection.

Electronic Waste: Any discarded consumer electronic device as described in Mn. Stat, 115A. 1310, typically having a circuit board including, but not limited to: televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.

Hazardous Waste: Waste or material defined, characterized, or designated as hazardous by the United States Environmental Protection Agency (USEPA), appropriate State agencies, or Ramsey County by or pursuant to Federal or State law or regulations. For purposes of this Agreement, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials, acids, drugs, fireworks, ammunition, and other hazardous substances so designated by the City, or Ramsey County.

Holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

Holiday Tree: A tree used for holiday décor which is set out for Collection.

Inaccessible Cart, Inaccessible Dumpster: A Cart or Dumpster that is frozen, stuck in place; not located within six (6) feet of the alley line or the boulevard (unless a 'walk up service account'); not shoveled out after a significant snowfall or snow emergency has been declared; and/or is blocked by a vehicle or immovable object.

Inaccessible Street, Inaccessible Alley: Streets or alleys which are obstructed due to downed trees, service vehicles, and other temporary obstructions or is deemed Inaccessible due to snow or ice accumulations.

Missed Collection: Failure to provide Collection within the City during Collection Hours on the scheduled day for the Collection Zone, provided that the Cart or Dumpster is set out properly and Collection has not been otherwise excused by the City. Legally parked vehicles in front of a collection location do not count as missed collection. Each instance constitutes one Missed Collection.

Mixed Municipal Solid Waste (MSW): As defined in Minnesota Statutes, garbage, refuse, rubbish, trash, and other Solid Waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for Collection. MSW does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. Also referred to in this Agreement as "trash".

Multi-Unit Property MUDA: Residential building with five (5) to eleven (11) dwelling units. Multi-Unit Property MUDB: Residential building with twelve (12) or more dwelling units. Old Corrugated Cardboard (OCC): Corrugated cardboard packaging.

Opt-In: An option for dwelling units with more than four units, or a mixed-use Property with up to eleven dwelling units to participate in Services under the Agreement. Once a Property has chosen to participate that Property must remain in this Agreement for no less than twelve (12) months.

Opt-Out: An option for townhomes that are part of a Homeowners Association (HOA) or Common Interest Communities (CIC) to not participate in MSW/Yard waste collection in the required garbage program for 1-4-unit dwellings. The HOA or CIC must provide verification of alternate disposal services. This shall be allowed only after application by the Residential Property Owner to the City and with the written approval of the City.

Extra Recyclables: Recyclables which are set out at the Collection Location adjacent to the Cart or Dumpster for collection.

Extra Trash Bags: Extra bags of Trash that do not fit into the Cart, which are set out at the Collection Location next to the Cart. Overflow Trash must be placed in a bag and the bag must be securely closed.

Overfilled Cart: A Cart which has excess bags or MSW such that the cart cannot be moved or emptied without separately removing the bags. An opening of the cart lid more than twelve (12) inches may be an indication of an overfilled cart.

Participation Rate: The participation rate is the number of households that set materials out for recycling collection at least once over a period of four collection days.

Participation Study: Data collection over a six (6) week period in which the Contractor shall identify and track all Residential Properties which set out Recyclables for Collection. The results of the study must be provided to the City within five (5) weeks of completion.

Person: Includes any natural person, corporation, firm or association.

Pick-up (Stop): A Collection of one or more containers from a Property. One pick-up may include more than one container or extra bag or bundle.

R & E Center: The Ramsey/Washington Recycling & Energy facility to which all MSW collected under this Agreement must be delivered, unless otherwise directed by the City or the R & E Center.

Residential Property: Any Property, as defined by the City, having a one, two, three, or four-unit building, and other Properties expressly agreed upon in writing by the City and the Contractor, which are included by the City for Collection under this Agreement.

Properties may include attached dwelling units, regardless of the number of units, using Cart Collection that choose to be included in Coordinated Collection.

Saint Paul Public Housing Authority properties are not included in Saint Paul' Coordinated Collection program. 1-4 units (PHA) properties are eligible to Opt-in to the Coordinated Collection system.

Recycling collection service is provided to all PHA residential properties (single family through multi-unit apartment buildings).

Single Stream Recyclables: Recyclable materials in commingled form which are collected in one compartment on a recycling collection route truck and itemized in Attachment 2.

Single Unit Property (SUD): Residential building with four (4) or fewer dwelling units.

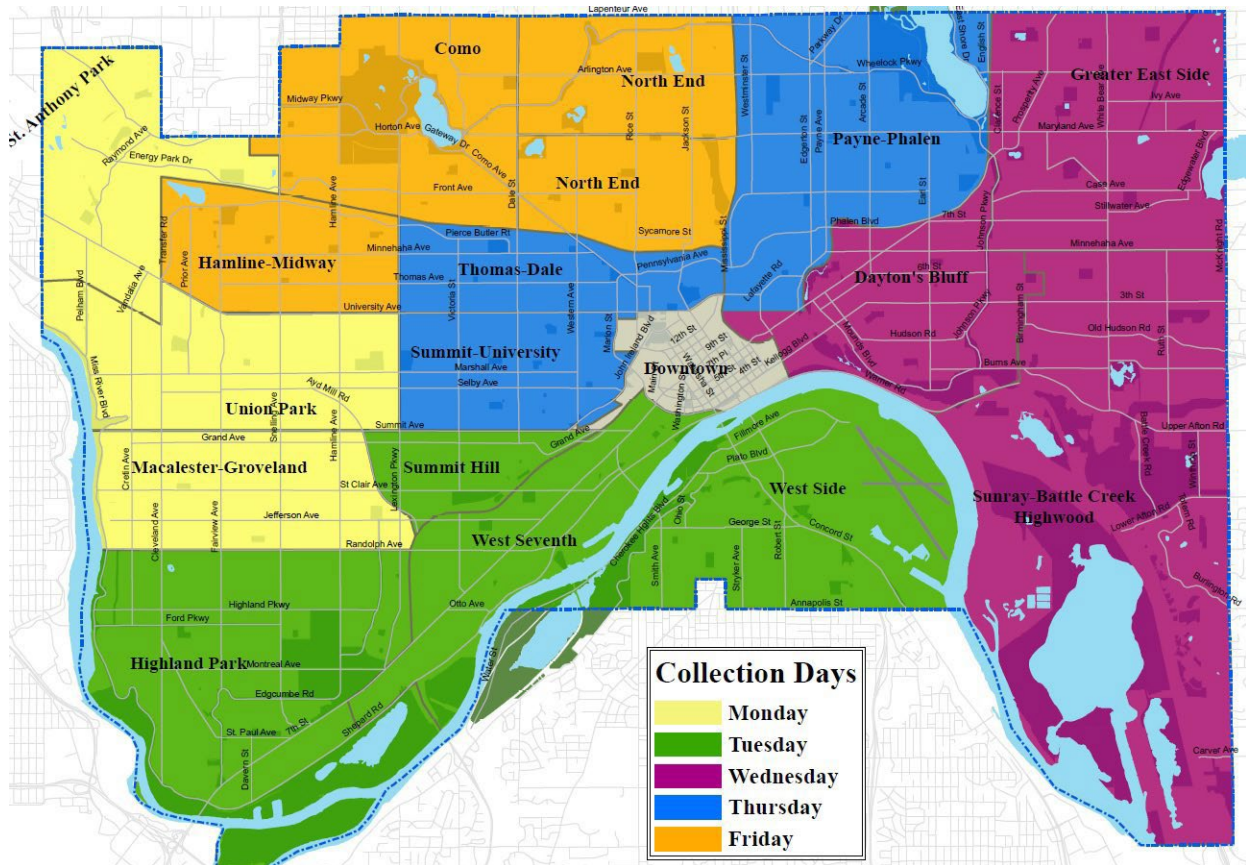
Trash: See MSW.

Unacceptable Materials: Items which are prohibited from Collection pursuant to the Agreement and items that may contaminate the MSW/Yard Waste or Recyclables to cause unsafe handling/management, require special handling, management or disposal or may otherwise harm the environment. Examples include but are not limited to biomedical ("Red Bag") waste, motorized or rechargeable-battery-operated devices, Hazardous Waste, and non-accepted Recyclables.

Walk-Up Service: Collection of Carts from a location other than the Collection Location to accommodate less abled persons that is identified by the City. Walk-Up Service may be provided on a temporary or permanent basis.

Yard Waste: As defined in Minnesota Statutes, grass trimmings, leaves, home, and garden plant wastes, twigs, and branches less than four (4) inches in diameter and miscellaneous tree seeds and cones.

Attachment 1 Collection Zones



The Contractor will collect Recyclable Materials listed in Table 1. The City retains the right to make additions or deletions to the list of recyclable materials in the Agreement.

SINGLE STREAM RECYCLABLES
<p>Paper products:</p> <p>Newspaper (inserts are acceptable)</p> <p>Magazines, mail, phonebooks, and home office paper</p> <p>Envelopes (envelopes with windows or metal clasps are acceptable) Corrugated cardboard</p> <p>Boxboard (crackers, cereal, pasta, toothpaste, and soda and beer boxes) Cardboard Pizza boxes</p> <p>Cardboard food cans</p> <p>Milk Cartons and juice boxes (including soy/oat milk, and soup and broth cartons)</p> <p>Aseptic Containers</p> <p>Hard and soft cover books</p> <p>Paper towel and toilet paper rolls</p> <p>Refrigerated (not frozen) food boxes</p>
<p>Rigid plastic bottles or containers:</p> <p>Plastic bottles or containers with a capacity of 3 gallons or less, coded with a number 1, 2, or 5</p> <p>Yogurt and margarine tubs and similar non-bottle rigid plastic containers with less than 3 gallons capacity</p> <p>Transparent "to-go" containers coded with a number 1, 2, or 5 with less than 3 gallons capacity</p> <p>Transparent deli containers coded with a number 1, 2, or 5 with less than 3 gallons capacity</p> <p>Produce containers, coded with a number 1, 2, or 5, with less than 3 gallons capacity</p>
<p>Steel and aluminum</p> <p>Cans, foils, trays, and decorative tins of 3 gallons or less.</p>
<p>Glass bottles and jars (clear, amber and green)</p>

Form F: Price Worksheet							
Agreement Term: 7 years	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
MSW 1-4-unit, Base Collection Fee, (Once per Week) Per Cart per Month	\$14.66	\$15.17	\$15.70	\$16.25	\$16.82	\$17.41	\$18.02
MSW 1-4-unit, Base Collection Fee, (Every Other Week) Per Cart per Month	\$8.80	\$9.11	\$9.43	\$9.76	\$10.10	\$10.45	\$10.82
Extra MSW Bag Collection Fee, Price per Bag	\$4.00	\$4.14	\$4.28	\$4.43	\$4.59	\$4.75	\$4.92
Annual Yard Waste collection and disposal Fee, April- November Annual Price per Unit per Cart	\$119.06	\$123.23	\$127.54	\$132.00	\$136.62	\$141.40	\$146.35
On-call Yard Waste, Price per Bag	\$4.00	\$4.14	\$4.28	\$4.43	\$4.59	\$4.75	\$4.92
Walk-up Services less than 100' for able bodied individuals, Annual Fee	\$275.00	\$284.63	\$294.59	\$304.90	\$315.57	\$326.61	\$338.04
Walk-up Services for able bodied individuals more than 100', Annual Fee	\$350.00	\$362.25	\$374.93	\$388.05	\$401.63	\$415.69	\$430.24
MUD A Recycling 5-11-unit, Collection Fee Per Property and per Month	\$44.88	\$46.45	\$48.08	\$49.76	\$51.50	\$53.30	\$55.17
MUD B Recycling 12+ unit, Collection Fee per Cart or Per Dumpster AND PER COLLECTION EVENT	\$38.33	\$39.67	\$41.06	\$42.50	\$43.99	\$45.53	\$47.12
Bulk Waste Collection up to 12 items per year (limited to 1 CY each) Fee, Per UNIT per Month	\$1.32	\$1.37	\$1.42	\$1.47	\$1.52	\$1.57	\$1.62

Note: Collection Event represents every time a cart or a dumpster is collected/tipped. It accounts for different collection frequencies