

City of Columbia Heights Source Separated Organics Collection and Hauling Services two year pilot test project Agreement

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1. OVERVIEW:

1.1. This Agreement is by and between the City of Columbia Heights, Minnesota (the "City) and Better Futures MN (the "contractor or hauler") . As authorized by CITY OF COLUMBIA HEIGHTS, MINNESOTA CODE OF ORDINANCES CHAPTER 4: MUNICIPAL SERVICES, ARTICLE VII: GARBAGE AND RECYCLING SERVICES and further detailed in the SOLID WASTE OPERATING POLICY.

1.2. The length of this contract shall be from April 2024 through March 2026.

2. **DEFINITIONS:** Refer to: SWOP (Solid Waste Operating Policy)

3. GENERAL REQUIREMENTS:

3.1. Primary tasks:

3.1.1. Contractor shall empty city pails with organics off the street curb citywide from properties that request for the service. Other material such as soiled pizza boxes and extra bags of organic material outside of the pail will also be taken.

3.1.2. The contractor can schedule the routes as they see fit, but all pails will be emptied weekly.

3.1.3. Contractor shall only take organic material that is acceptable to the composter.

3.1.4. Material will be transported to Malcolm transfer station where the City has an account and will pay tipping fees directly to the composter. The city reserves the right to change disposal/processing site locations although must compensate hauler for any additional expenses they may incur.

3.1.5. Contractor shall also cleanup spot if material has fallen out of pails when handling them.

3.2. Billing:

3.2.1. City will guarantee a minimum payment for 400 pails.

3.2.2. Contractor will bill the city directly for the collection and hauling services at least monthly.

3.2.3. The City will only pay the service/disposal charges (as noted on price sheet) plus a fuel surcharge and any applicable taxes, but will not pay any other fees or charges.

3.2.4. Contractor must notify the City if collecting material from non-contracted properties on city loads and rebate the city for tipping fees for that material.

4. OTHER REQUIREMENTS:

4.1.1. **Customer Service:** The city will provide information/notifications to the public, but the contractor must communicate with properties when directed by the City for escalated issues. Contractor will notify the city of any mass delays, and the City will in turn notify affected properties.

4.1.2. **Records:** Hauler will utilize the City's work order management software. Contractor will maintain service records. Haulers may be required to provide monthly tonnage and customer service reports, plus any other reports or information as requested by the City.

4.1.3. **Audits.** The City will conduct audits of service/billing records regularly. The City may also schedule a disposal audit, if it deems necessary, to track all materials and disposal location/processes etc. the contractor will pay for the audit if issues are noted.

4.1.4. **Subcontracting** is generally not allowed, and it must be approved by the City.

5. FAILURE TO PERFORM/TERMINATION INFORMATION:

5.1. **Liquidated Damages/Failure to Perform:** A "liquidated damage" (financial penalty) process is included for poor performance issues that may arise and be assessed to the contractor.

5.1.1. Failure to respond to legitimate service complaints, or city requests for information required to be provided under this agreement within one business day in a reasonable and professional manner - fifty dollars (\$50) per incident.

5.1.2. Failure to empty pail(s) during a given week, contractor shall subtract the prorated service charge from the invoice including the minimum charge.

5.1.3. Failure to clean up spills during Collection operations - fifty dollars (\$50) per incident.

5.2. **Force Majeure** - Whenever a period of time is provided for in this Agreement for either the City or Contractors to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as terrorist act, war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, strike or lockout other than their own strike or lockout. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

5.3. Termination.

5.3.1. The City can terminate this Agreement if Contractor violates the terms of this Agreement, if such violation has occurred a second time (after a Failure to Perform notice was sent for the first offense). The City will notify contractor in writing of the repeating conditions leading to the termination actions. Contractor must continue to provide the services for one month after final notice is given.

5.3.2. The City may also terminate this Agreement if Contractor fails to maintain County permits and licenses required to collect and transport MSW and/or Recyclables.

6. LEGAL AND INSURANCE REQUIREMENTS:

- 6.1. **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.
- 6.2. **Waste Handling Responsibilities:** Upon collection of the refuse by the Contractor, the solid waste becomes the property and responsibility of the Contractor. Operations must comply with MN Statutes concerning solid waste handling regulations, plus the Anoka County Solid Waste Management Plan, and be acceptable to the City. Proposers must be licensed by Anoka County and the State of MN before award of contract.
- 6.3. **Insurance:** Contractor's insurance must indemnify the City from accidents or problems caused by contractor operations. Must provide proof of insurance.
- 6.4. **Bond:** Contractor may be required to file a performance bond with the City.
- 6.5. **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. 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.

7. PRICE SHEET:

The city will pay contractor \$13.50/per pail/month for the first year, plus a fuel surcharge when applies see below.

Fuel/Energy Surcharge Table <https://www.eia.gov/petroleum/gasdiesel/>

Price of Diesel Fuel Per Gallon Exceeds	\$5.50	\$6.00	\$6.50	\$7.00	\$7.50
Surcharge % Applied to Invoice collection services	1%	2%	3%	4%	5%

Starting for the second year an annual 3% increase will be added to the charges year over year. Additional increases can be requested, but work must continue to meet contract standards during negotiations.

*Does not apply to tipping/material processing fees. Will need notice from transfer station/composter for fee increases.

8. Authorized Signatories: Owner and Contractor hereby agree to the Terms stipulated in this contract.

Owner:

City of Columbia Heights, Minnesota

By:

Kevin Hansen
Kevin Hansen, Interim City Manager

By:

Amada Márquez Simula
Amada Márquez Simula, Mayor

Attest:

Sara Clon

Title:

City Clerk

Contractor:

Better Futures Minnesota

By:

PJ Hubbard
(individual's signature)

Date:

2.19.2024
(date signed)

Name:

PJ HUBBARD

PJ Hubbard

Title:

PRESIDENT & CEO
President & CEO

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Anne Murray
(individual's signature)

Title:

Dir. Operations & Compliance
(typed or printed)