

# **MEMORANDUM**

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Tom Bergeson, Director of Public Works

**SUBJECT:** Recycling Contract Extension

**MEETING DATE:** December 5, 2017

## **BACKGROUND**

We are under contract with Gibson Sanitation for recycling pick-up until December 31, 2017. Gibson Sanitation proposed a 5-year extension keeping the current rates unchanged. The Public Works Commission has met and they recommend approval of the contract extension.

## **REQUESTED COUNCIL ACTION**

Motion to approve the 5 year extension of the recycling contract with Gibson Sanitation of Cannon Falls.

Attachment: Agreement

**AMENDMENT**  
**TO**  
**SINGLE STREAM RECYCLING COLLECTION AGREEMENT**

**THIS AMENDMENT**, effective \_\_\_\_\_, 2017, by and the **CITY OF CANNON FALLS**, a Minnesota municipal corporation (“City”), and **GIBSON SANITATION, LLC**, a Minnesota limited liability company (the “Contractor”).

**Recitals**

A. The City and Contractor are parties to the Single Stream Recycling Agreement dated February 7, 2008 to provide single stream recycling collection services to residents of the City of Cannon Falls (“Recycling Collection Agreement”);

B. The Recycling Collection Agreement Extension provides for a term of approximately five (5) years with a termination on December 31, 2017.

C. The Contractor requests an additional 5 year extension of the Recycling Collection Agreement and an amendment of the Contractor’s portion of the rate per Certified Dwelling Unit to a fixed rate of \$3.26 month throughout the remainder of the term, beginning January 1, 2018.

D. The City believes that the foregoing changes to the Recycling Collection Agreement are in the City’s best interest, provided that the Recycling Collection Agreement is also amended to comply with City contract requirements.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, it is agreed by the parties as follows:

1. Section IV.G of the Recycling Collection Agreement is amended to read as follows:

G. Term of Contract: The term of the recycling contract will be a period of nearly ten (15) years from approximately April 1, 2008 through December 31, 2022.

2. Section III.A.17 of the Recycling Collection Agreement is hereby amended to read as follows:

17. Rates: From January 1, 2018 through December 31, 2022 the Contractor's price per Certified Dwelling Unit (CDU) per month will be \$3.26. The City's monthly administrative fee will then be added to the Contractor's CDU rate.

3. Section IV.B of the Recycling Collection Agreement is hereby amended to read as follows:

B. Contractor must obtain the following insurance coverage with these minimum levels of coverage:

**Workers Compensation Insurance**

Workers Compensation insurance shall meet the statutory obligations. The policy shall also provide Employer's Liability coverage with limits of not less than \$400,000 Bodily Injury each accident; \$500,000 Bodily Injury by disease, policy limit and \$500,000 Bodily Injury by disease, each employee.

**Commercial General Liability Insurance**

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, and \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

**Commercial Automobile Liability Insurance**

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation. The liability limits may be afforded under the

Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rider afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability Coverage. The commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

**Environmental Liability Insurance**

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

**Adjustment to Insurance Coverage Limits:** The coverage limits shall be increased as deemed necessary by the City.

**Additional Insured – Certificates of Insurance:** The contractor shall provide, prior to starting services, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A+ or better), licensed to do business in the State of Minnesota. The contractor shall name the City as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the CITY has received written notice of the insurer’s intention to cancel the insurance.

4. Paragraph IV of the Recycling Collection Agreement is amended to add new paragraphs P and Q to read as follows:

P. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because it performs functions of the City pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it was a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor’s officers’, agents’, owners’, partners’, employees’, volunteers’,

assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the City if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

Q. Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. All terms and conditions of the Recycling Collection Agreement shall remain in full force and effect, except as otherwise amended herein.

**CITY OF CANNON FALLS**

BY: \_\_\_\_\_  
Lyman M. Robinson, Mayor

AND \_\_\_\_\_  
Ronald S. Johnson, City Administrator

**CONTRACTOR:  
GIBSON SANITATION, LLC**

BY: \_\_\_\_\_

Its: \_\_\_\_\_

## **SINGLE STREAM RECYCLING COLLECTION AGREEMENT**

**AGREEMENT** dated February 7, 2008, by and between the **CITY OF CANNON FALLS**, a Minnesota municipal corporation (City), and Gibson Sanitation (the Contractor).

### **RECITALS**

- A. The Contractor desires to provide single stream recycling collection services to residents of the City of Cannon Falls;
- B. The City desires to provide these services for the health, safety and welfare of its residents.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL CONVENANTS, THE PARTIES AGREE AS FOLLOWS:**

### **I. Introduction**

These specifications define the requirements of the SINGLE STREAM RECYCLING COLLECTION PROGRAM for the City of Cannon Falls.

### **II. Definitions**

- A. Recyclable Materials: Means all items of refuse designated by the Goodhue County Environmental Services to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:
  - Newspaper: includes all supplements and ads delivered with a newspaper
  - Corrugated cardboard: all corrugated cardboard boxes except for boxes that are waxed or plastic coated or home delivered pizza boxes
  - Glass containers: all clear, green, and brown glass food and beverage containers
  - Metal containers: aluminum, steel, bimetal, and "tin" food and beverage containers
  - Plastic: all plastic bottles with a neck, with the exception of bottles that previously contained hazardous materials i.e. motor oil
  - Miscellaneous paper: all glossy paper, magazines, catalogs and coated paper; all mixed paper, communications, letters. Envelopes, computer paper, copier paper, ledger paper, NCR forms, receipts and bills, advertisements, hard and soft cover books, fax machine paper, clean paper bags and sorted direct mail

- 4C's limited boxboard and phone books: all Cereal, Cake, Cracker and Chip boxes and all phone books
  - Any additions or exclusions as agreed upon by the Contractor and City
- B. Recycling Container: Means a receptacle in which recyclable materials can be stored and later placed at the curb or alley for collection as specified by the City. Acceptable containers shall be 30, 64, or 90 gallon wheeled carts provided by the contractor and properly marked for recycling.
- C. Single Stream Recycling Collection Service: Residents will be instructed to commingle all recyclable materials in one recycling container that will be picked up biweekly by Contractor. Contractor will pick up all recyclable material placed in and next to recycling containers at CDUs and other city designated collection stops in the City of Cannon Falls.
- D. Certified Dwelling Unit (CDU): Means residential units regardless of commercial or residential.
- E. Contractor: Means person or persons authorized by the City to perform recycling collection services on prescribed routes within collection districts within the City of Cannon Falls.
- F. Collection Vehicle: Means any vehicle licensed and inspected by the City for collection of recyclables within the corporate boundaries of the City.
- G. Collection Hours: Means the time period during which collection of recyclable material is authorized by the City.
- H. Missed Collection: Means the failure of the contractor to provide recycling collection service to a CDU or other city designated collection stop within the recycling district during collection hours on the scheduled collection day.
- I. Holidays: Means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor.
- J. Scheduled Collection Day: Means the day or days of the week on which recycling collection service by the contractor is to occur, as specified in the contract with the City. If a holiday occurs on a weekday, the collection for each day of that week after the holiday will be made one (1) working day later.

### III. Contractor's Collection Requirements

#### A. Residential Curbside Recycling Collection Program

1. Frequency of Residential Collection: Residential recycling collection shall occur biweekly.
2. Residential Collection Hours: Collection shall commence no earlier than 7:00 a.m. local time and shall be completed by 7:00 p.m. collection day. Residents will be required to have materials placed at the collection point by 7:00 a.m. on the scheduled collection day.
3. Brochures: The Contractor, annually, will provide the City with brochures which explain the City's recycling program, including but not limited to, recyclable materials collected, preparation of those materials, and a telephone number residents can call with questions.
4. Compliance with Laws and Regulations: In providing services hereunder, the Contractor shall abide by all statues, ordinances, rules and regulations pertaining to the provisions of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.
5. Weighing of Loads and Reporting Requirements: The contractor will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. This report should include all curbside and municipal recycling activity.
6. Recycling Containers: The Contractor shall provide containers for use in single-stream collections program for the City of Cannon Falls. The Contractor will maintain an inventory of new and replacement containers and will be required to service and repair damaged containers. Contractor shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of the contract. The standard cart size shall be approximately 64 gallons. The carts shall be uniform and consistent in color and design and have a recycling symbol and approved instruction label attached, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. Thirty and ninety gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.
7. Recycling Cart Maintenance/Replacement: The driver is required to record and report to Contractor the location of any cart that is damaged and that cart



shall be repaired or replaced by the Contractor or designated subcontractor within two (2) weeks of the report of damage.

8. Point of Collection: Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally street curbside or in alleys. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident. In no case is the cart to be left in the street. Recycling carts/containers for Municipal recycling collection shall be placed at agreed upon specific locations as determined by the City. All carts/ containers shall be returned to the specific location after completion of collection.
9. Ownership of Recyclable Materials: All recyclable materials for collection shall remain the responsibility and in the ownership of the occupant of the residence or Municipal location until handled for collection by the Contractor. At the point of collection the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or Municipality will be in violation of local ordinance, and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.
10. Route Management and Customer Service: The Contractor shall, at all times provide the City with a lead route/driver supervisor who is accessible to the Contractor Dispatch department via two way communications and to the City to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00 a.m. to 4:30 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with two-way communication devices.
11. Procedure for Unacceptable Materials, Materials Outside Cart and Unreachable Carts: If the Contractor determines that a resident has set out unacceptable or non-targeted recyclable materials, left Recyclable Materials Outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the driver shall use the following procedures:
  - a. Contractor shall collect all recyclable materials and leave the non-targeted materials in the resident's curbside recycling bin and leave an "education tag" indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
  - b. The driver shall record the address and report the addresses to the Contractor Dispatcher, who will notify the City of the addresses at the end of each collection week.

12. Procedure for Complaints/Questions/Missed Collections: A complaint of service or missed collection is a complaint received by the Contractor from either the customer or the City. If the report is for a missed stop and is received by the Contractor before 1:00 p.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 1:00 p.m. on a scheduled working day, the Contractor is required to return to the complaint address by 12:00 noon the following working day. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of the response. This information shall be provided to the City in a monthly report.
13. Clean Up Responsibilities: The Contractor shall adequately clean up any recyclable material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one shovel for use in cleaning up material spillage. Any unacceptable materials left behind should be secured within resident's recycling container. Driver shall take all precautions possible to prevent littering of unacceptable recyclable materials. The Contractor shall have no responsibility to remove any items which are not recyclable materials.
14. Non-Completion of Collection and Extension of Collection Hours: The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion.
15. Severe Weather: Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. Upon postponement, collection will be made on a day agreed upon between the Contractor and the City.
16. Holidays: The Contractor will observe all holidays on which no recycling collection services will be performed. When a holiday occurs on a scheduled collection day, the collection for each day of that week after the holiday shall be made one (1) working day later. In no instance will there be more than one holiday during a collection week.
17. Rates: The rates shall be as indicated on the submitted Request for Proposal. A copy is hereby attached and made a part of this Agreement.
18. Rate Adjustments: If rate adjustments are to occur, the rate shall be adjusted on January 1<sup>st</sup> of the contract year.
19. Contractor Licensing Requirements: Haulers of recyclable materials must have a license issued by the City.

20. Vehicle Licensing and Inspection Requirements: All collection vehicles used in performance of the contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota Statutes, per the City's code.
21. Collection Vehicle Equipment Requirements: Each collection vehicle shall be equipped with the following:
- a. A two-way communication system
  - b. A first aid kit
  - c. An approved 2A10BC dry chemical fire extinguisher
  - d. Warning flashers
  - e. Overhead strobe light
  - f. Warning alarms to indicate movement in reverse
  - g. Signs on the rear of the vehicle which states **"This Vehicle Makes Frequent Stops"**
  - h. A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle
  - i. Hazard flares and cones
  - j. A broom and a shovel for cleaning up spills
  - k. "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles must be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, the Recycling symbol, and the vehicle ID number.

22. Driver Duties and Responsibilities: The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this RFP, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:
- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language
  - b. Be clean and presentable in appearance, as much as possible
  - c. Wear a uniform and employee identification badge or name tag
  - d. Drive in a safe and considerate manner
  - e. Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container
  - f. Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations

- g. Record all addresses that could not be collected and reason, turn list into dispatch at end of each collection day and copies sent to City
  - h. Attach an education tag to the container identifying problems and how to resolve them
  - i. Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies
  - j. Report all damage to property
  - k. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances
23. Unauthorized Collection: The City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.
24. Utilities: The contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, the City shall cause repairs to be made and the cost of doing so shall be deducted from payment to be made to the Contractor. If the cost of repairs is in excess of the contract amount the city will take any and all legal action to collect the money owed for the repairs.
25. Damage to Property: The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage. If the contractor fails to address the repair or replace damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably occurred expenses. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.
26. Municipal Facilities: Contractor will provide free recycling single-stream cart service at Cannon Falls' City Hall. Contractor shall provide carts or other mutually agreed upon containers to facilitate that service.

#### **IV. Insurance and Other Legal Requirements**

A. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

B. The Contractor must obtain the following insurance coverage with these minimum levels of coverage:

**Worker's Compensation Insurance:** Worker's Compensation Insurance must meet all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident; \$500,000 Bodily Injury by disease, policy limit and \$500,000 Bodily Injury by disease, each employee.

**General Liability:** An occurrence form of commercial general liability insurance shall be maintained. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazard of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. The contractor must maintain coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operation aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

**Automobile Liability:** Automobile Liability Insurance coverage shall be maintained with total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of rides afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability Coverage. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired vehicles. The commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

Adjustment to Insurance Coverage Limits: The coverage limits shall be increased as deemed necessary by the City.

Additional Insured – Certificates of Insurance: The contractor shall provide, prior to starting services, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A+ or better), licensed to do business in the State of Minnesota. The contractor shall name the City as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverages may not be cancelled, non-renewed, or materially changed without thirty (30) days prior written notice to the City.

- C. Default: Any of the following occurrences, conditions, or acts shall be deemed a "Default" under the agreement:
- a. If either party fails to observe or perform its obligations under the agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of the agreement.
  - b. Except as limited hereby, City and Contractor shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.
- D. Termination: The City may cancel the contract if the Contractor fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of the contract if the default has not been cured after 90 days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- E. Severability: The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.
- F. Taxes: Contractor shall pay any taxes, of any nature, due owing or levied in association with its services pursuant to the Agreement.
- G. Term of Contract: The term of the new recycling contract will be a period of nearly five (5) years from approximately April 1, 2008 through December 31,

2012. The beginning date will be negotiated between the City and Contractor.

H. Indemnification: The Contractor agrees to defend, indemnify and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, liabilities, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services probed by the contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract.

I. Performance & Payment Bond: Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal ("equal" may include a Letter of Credit from a banking institute approved by the City). The contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract.

J. Conflict of Interest: Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed contract.

K. Contract Conditions: The City reserves the right to waive minor irregularities in the Agreement. The Contractor shall be required to execute the City's contract and to fulfill the requirements contained within it. The bond and Certificate of Insurance shall be provided when the contract is executed.

L. Notices: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to City, to:

City of Cannon Falls  
918 River Road  
Cannon Falls, MN 55009  
207-263-9300

With a copy to:  
Cannon Falls City Attorney  
CAMPBELL KNUTSON  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, MN 55121  
651-452-5000  
ATTN: Roger Knutson

If to Contractor, to:

Gibson Sanitation, LLC  
1024 4<sup>th</sup> St. North  
Cannon Falls, MN 55009

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

M. Assignment: This Agreement, or rights thereunder, may not be sold, assigned, or transferred at any time by Contractor without the written consent of the City.

N. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

O. Miscellaneous:

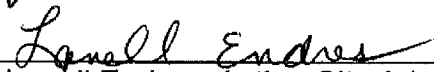
1. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
2. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. These are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
3. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
4. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.




Signed by the parties on the Execution Date specified on page 1.

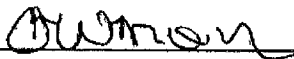
**CITY OF CANNON FALLS**

BY:   
Glenn Weibel, Mayor

AND   
Lanell Endres, Acting City Administrator

**CONTRACTOR:  
GIBSON SANITATION, LLC**

BY: 

Its: 

**GIBSON SANITATION, LLC  
1024 4<sup>TH</sup> ST N  
CANNON FALLS MN 55009  
507-263-4330**

I am Dale Gibson, the Owner of Gibson Sanitation , LLC, which started operations in Cannon Falls and the surrounding communities in 2003. The business was founded on the belief of offering hometown service where our citizens have a choice of a Sanitation Service that accommodates individual needs and services while keeping costs affordable in our city. I reside in the City of Cannon Falls and give back to the community in taxes and support and contribute to various charities and organizations within the 3 county area. I currently have a staff that includes 10 drivers, 3 office staff personnel, and one full time mechanic, all of whom replenish our city as they spend local dollars for fuel. food and necessities and are active citizens in our area. My equipment fleet consists of 5 packer trucks, 2 roll-off trucks, and 3 satellite units for misc.duty. This operation is capable of picking up trash carts, recycle carts, and bins, all size dumpsters as well as roll off boxes.

It is my proposal to the City of Cannon Falls to submit a bid for providing the service of picking of Recycling in our city on a bi-weekly basis as dictated by the city contract at a fair rate as approved by our City Officials.

I have had the opportunity to serve in the following communities for the last 4 ½ years and recommend contacting any of the following for reference purposes:

CITY OF WANAMINGO  
PO BOX 22 W  
WANAMINGO MN 55983  
City Administrator, Elmer Brocker  
507-824-2477 (phone)  
507-824-2061 (fax)

CITY OF GOODHUE  
405 N BROADWAY  
PO BOX 126  
GOODHUE MN 55027  
City Clerk, Strala Reisner  
651-923-4310 (phone)  
651-923-5113 (fax)

CITY OF BELLECHESTER  
507 1RST ST  
BELLECHESTER MN 55027  
Mayor, Greg Majerus  
507-923-4770

All equipment that is currently serving the Sanitation business, is owned and for all intents and purposes continue to be owned in any future city contracts.

All items to be collected are outlined in RFP (see pg 1.)  
DEFINITIONS Recyclable Materials.

Gibson Sanitation was involved in litigation in 2006- 2007 involving the City of Red Wing, MN. Red Wing implemented a solid waste plan that would dictate all waste haulers that were licenced for hauling trash within the city to only use the City of Red Wing Incinerator as the disposal site. The argument from Gibson Sanitation is that the city was infringing on economic freedom and constitutional right to engage in interstate commerce. In the spring of 2007, The judge ruled the carriers had the right to use various collection sites and landfills as fit their geographic and business needs as well as the Red Wing Incinerator. The City of Red Wing revised it's ordinance in 2007.

In answer to any failure on contractual obligations, there have been none since the start of business in 2003.

Please see attached separate copy of education tag.

Please see attached separate copy of reporting forms as example of what will be used for reporting.

At present it is the intent to use TENNIS SANITATION, LLC for the collection site for the recycling.

TENNIS SANITATION, LLC  
720 4<sup>TH</sup> ST  
PO BOX 62  
ST PAUL PARK, MN 55071  
ATT: Greg Tennis  
651-459-1887 (office)  
651-459-7412 (fax)

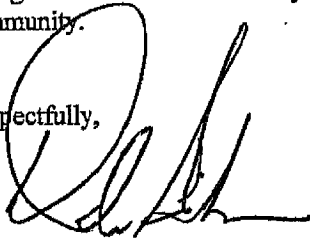
Hours of operation: 6:00am-3:00pm Mon-Friday

Currently Tennis Recycling Center is capable of sorting 70 ton a day and could comfortably handle up to 125 ton a day.

Equipment that Gibson Sanitation would use in the picking up of recycling in the city of Cannon Falls would be a 2008 McNeilus Rear Load Packer Truck and a 2004 Izuzu side load unit.

I would like to thank the officials of the City of Cannon Falls for allowing me the chance to bid on the contract that may give the chance to meet city needs of being the Recycling Hauler in our community.

Respectfully,



Dale Gibson

## ***GIBSON SANITATION SINGLE SORT RECYCLING***

Gibson Sanitation is making recycling easier with Single Sort recycling. You simply place all Your recyclable items loosely together in your designated recycling cart. (PLEASE DO NOT BAG THESE ITEMS). With your new recycling container, service will be provided EVERY OTHER week on your regular scheduled pickup day. Your week of collections is highlighted On the calendar on the reverse side of this leaflet.

### **WHAT CAN YOU RECYCLE IN YOUR NEW SINGLE SORT CART?**

**YES:** Newspaper and Newspaper inserts  
Magazines and Catalogs -- Junk Mail and Envelopes  
School papers—Cardboard—Phonebooks  
Boxboard—cereal cake and cracker boxes  
Brown paper bags—grocery type—Aluminum cans  
Tin and Steel cans—rinsed Glass jars and Bottles  
Plastic milk jugs Plastic bottles -with necks only

**NO! :** No Plastic bags No Food waste, Garbage or Yard Waste  
No Food tainted items—used paper plates, napkins, paper towels  
No Pizza boxes No Egg cartons No Ice cream cartons  
No Paper/waxy milk cartons No aluminum foil  
No Plastic other than bottles—clear strawberry containers, etc  
No Juice boxes

You received a 64 gallon grey sort cart with a sticker

Roll your cart to the end of your driveway or curbside every other week  
On your designated pickup day.

PLEASE CALL GIBSON SANITATION FOR QUESTIONS OR CONCERNS  
507-263-4330

CANNON FALLS RECYCLING RFP WORKSHEET

Company Name: GIBSON SANITATION, LLC  
Contact Person: DALE GIBSON  
Title: OWNER  
Address: 1024 4th St. N.  
CANNON FALLS MN 55009  
Telephone: 507-263-4330  
E-Mail Address: dgibson@citlink.net

Proposed Price per Certified Dwelling Unit (CDU) per Month	Year 1	\$ <u>2.81</u>	per CDU per month
	Year 2	\$ <u>2.95</u>	per CDU per month
	Year 3	\$ <u>3.10</u>	per CDU per month
	Year 4	\$ <u>3.26</u>	per CDU per month
	Year 5	\$ <u>3.42</u>	per CDU per month

Revenue Share Proposal (Include formula and sample calculation): \_\_\_\_\_

TO BE DISCUSSED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You may attach a supplemental worksheet, if needed.  
SIGNATURE PAGE

Dated 1-3, ~~2007~~  
2008

Dale Gibson  
Signature

By GIBSON SANITATION LLC

Title Owner

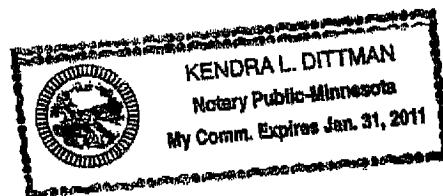
State of Minnesota )  
County of Goodhue ) SS

Dale Gibson (Name) being duly sworn, deposes and says that  
he/she is the Owner (Title) of Gibson  
Sanitation, LLC (Name of Company) and that the answers to the foregoing  
questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 3 day of January,  
2007. 2008

Kendra L. Dittman  
Notary Public

My Commission expires (notary stamp):



Dale Gibson is Owner and Manager of Gibson Sanitation LLC in Cannon Falls, MN

The address of Gibson Sanitation is 1024 4<sup>th</sup> St North  
Cannon Falls, MN 55009

PHONE 507-263-4330

FAX 507-263-4316

Business hours are 6:00am until 7:00pm Monday-Friday  
Phones will be answered 24 hours a day, 365 days a year