



# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Meeting Agenda Full Detail City Council Work Session

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Monday, March 12, 2012

Conference Room 2A

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Immediately following the closed session.

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Monday, March 12, 2012 immediately following the Closed Meeting in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:** On a call of roll, the following members were present:

### Discussion Items

1. [12-0161](#) Discuss Strategic Planning for Central School with the Council and the Central School Commission.
2. [12-0163](#) Review Preliminary Facility Assessment submitted by Honeywell.
3. [12-0164](#) Review draft RFP for garbage and recycling services.
4. [11-1373](#) Review 5:00 p.m. agenda and other business as noted.

**ADJOURN**

**ATTEST:**

**SHAWN GILLEN, CITY ADMINISTRATOR**



# CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Legislation Details (With Text)

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**File #:** 12-0161      **Version:** 1      **Name:** Discuss Strategic Planning with Council & Central School Commission  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 3/7/2012      **In control:** City Council Work Session  
**On agenda:** 3/12/2012      **Final action:**  
**Title:** Discuss Strategic Planning for Central School with the Council and the Central School Commission.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

Discuss Strategic Planning for Central School with the Council and the Central School Commission.



# CITY OF GRAND RAPIDS

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420 NORTH POKEGAMA  
AVE.

## Legislation Details (With Text)

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**File #:** 12-0163      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 3/8/2012      **In control:** City Council Work Session  
**On agenda:** 3/12/2012      **Final action:**  
**Title:** Review Preliminary Facility Assessment submitted by Honeywell.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Review Preliminary Facility Assessment submitted by Honeywell.



# CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Legislation Details (With Text)

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**File #:** 12-0164      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 3/8/2012      **In control:** City Council Work Session  
**On agenda:** 3/12/2012      **Final action:**  
**Title:** Review draft RFP for garbage and recycling services.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Review draft RFP for garbage and recycling services.



**CITY OF GRAND RAPIDS, MINNESOTA  
REQUEST FOR PROPOSAL  
REFUSE AND RECYCLING COLLECTION SERVICES**

The City of Grand Rapids, MN is requesting proposals for the City's refuse and recyclable materials collection services. Any questions regarding the proposal should be directed to Jeff Davies, Public Works Director, at (218) 326-7480.

Request for Proposals must be submitted to Jeff Davies no later than 1:00 p.m., \_\_\_\_\_, \_\_\_\_\_. 2012.

**A. General Description of Service**

1. The Contractor will supply all equipment, labor, containers, and materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish and recyclable materials from all 1 to 3 family residential dwelling units within the territorial limits of the City of Grand Rapids, Minnesota.
  
2. **Recyclable Materials:** Separate collection of all recyclable materials is collected as part of the bi-weekly pick-up on the same day as the garbage. The City requires that glass, plastic and cardboard/paper recyclable materials be separated in container/containers provided by the Contractor designated as recycling. The City also requires that all recycling materials collected be transferred the Deer River Hired Hands facility at not cost to Deer River Hired Hands. The Contractor is expected to communicate directly with Deer River Hired Hands in an effort to submit a proposal that mutually benefits the Contractor, as well as, Deer River Hired Hands. The City of Grand Rapids deems the work done and the services provided by Deer River Hired Hands as an important asset to the community of Grand Rapids and desires a proposal that provides Deer River Hired Hands with stability and longevity. All submitted proposal will be reviewed, in part, on the strength of their collaboration with Deer River Hired Hands.

*(Alternative language for #2: Recyclable Materials: Separate collection of all recyclable materials is collected as part of the bi-weekly pick-up on the same day as the garbage. The City requires that recyclable materials be in containers provided by the residents designated as recycling. The City also requires that the Contractor collaborate with Deer River Hired Hands in the collection and/or processing of recyclable materials.)*

**B. Term of Contract**

1. The City is seeking a proposal for contract that is five (5) years in duration, commencing August 1, 2012.

*(Alternative term: Five (5) years, unless the following were to occur with the option to rebid the contract with Itasca County in 2013. Itasca County may also*

*be seeking a request for proposals for refuse and recycling collection services in 2013. The City of Grand Rapids specifically reserves its right to collaborate with Itasca County and join with them in requesting new requests for proposals at that time. If the City of Grand Rapids elects to join with Itasca County and request new proposals, . . . The City Council must declare its intentions to rebid the contract with Itasca County no later than January 31, 2013. 120 days prior the end of the term of the Contract between Waste Management and Itasca County The City of Grand Rapids must do so by providing written notice to the Contractor by U.S. Mail to an address provided by the Contractor. . . ) If the City Council fails to declare its intention to rebid said contract with Itasca County by January 31, 2013, then the original term of the agreement will remain in full force and effect. . . )*

2. The City and Contractor can agree to extend the term of Contract for an additional 1 — 5 year terms beyond the original termination date, upon such terms and conditions as the parties will mutually agree.
3. *The City and the Contractor can agree to allow adjacent local government jurisdictions to participate in this agreement.*

#### C. Definition of Terms

1. "Garbage" means that waste material, animal or vegetable, resulting from the handling, preparation, cooking and/or consumption of edible foodstuffs.
2. "Rubbish" means that waste material, other than body waste, normally resulting from the operation and maintenance of a household. In general, the kind of material classified as rubbish will include ashes, paper, cardboard, tin cans, glass jars and bottles, non-artificial Christmas trees, wearing apparel, wood, metal, and other like materials
3. "Refuse" means mixtures, in any proportion, of garbage and rubbish, and when not inconsistent with context will include garbage and rubbish. "Refuse" will be generic when used to refer to community wastes.
4. "Garbage and refuse collection" or "collection" means the taking up and collecting of all garbage and refuse accumulated in containers at residential dwelling units and City-owned sites within the corporate limits of the City and the transportation to Itasca County Transfer Station.
5. "Dwelling unit" means a detached dwelling designed as a single housekeeping unit and intended for occupancy by one family. For the purposes of any Contract, duplexes, triplexes, and townhouses will be included as dwelling units. Dwelling units in a manufactured housing community shall not be considered as covered by this Agreement so long as the owner of the manufactured home community provides collection for all residential units

within the community via a single commercial collection contract. If the dwelling units within the manufactured home community individually contract for service, then they shall be considered residential dwelling units subject to the provisions of this license agreement.

6. "Refuse container" means a receptacle used to contain residential refuse, supplied by the Contractor.
7. "Waste to Itasca County Transfer Station" means the total volume of refuse and garbage delivered to Itasca County Transfer Station for disposal.
8. "Tipping fee" means the per ton dollar amount assessed to the Contractor by Itasca County Transfer Station for disposing of refuse and garbage. Disposal is currently at \$85.00 per ton.
9. "Disposal charge" means the dollar amount assessed by Itasca County for disposing of refuse and garbage. The disposal charge is determined by multiplying the "disposal tipping fee" by the tonnage of refuse and garbage going to the Itasca County Transfer Station.
10. "Hauling rate" means the monthly per home charge by the Contractor for costs attributable to transporting garbage and refuse to Itasca County Transfer Station.
11. "Recyclable materials" means newsprint; glass food and beverage containers; aluminum, tin, steel and bi-metal beverage containers; plastic bottles with necks; magazines and catalogs; corrugated cardboard; phone books; and mixed mail.
12. "Unacceptable recyclable materials" means materials not properly prepared, separated, and/or located in accordance with generally accepted recycling practices established by the Contractor.
13. "Recycling containers" means one-unit, colored, plastic polyethylene receptacles in which recyclable materials can be stored and later placed at curbside for collection as approved by the City.
14. "Recycling collection" means the collection of all recyclable materials accumulated in containers at residential dwelling units and City-owned sites receiving refuse and garbage collection. Collection will also include transporting the recyclable materials.
15. "Toxic and hazardous wastes" are waste materials including but not limited to poisons, radioactive materials, flammable or explosive materials, and similar harmful chemicals which require special handling and must be disposed of in



a manner to conserve the environment and protect the public health and safety.

16. "White goods" are large household appliances and furniture, including stoves, refrigerators, water heaters, washers, dryers, beds, sofas, chairs, etc. which are too large for one person to pick up.
17. "Additional collection service" will include all items that are collected in excess of the maximum volume allowed for a residential dwelling unit.
18. "Community wastes" will mean the refuse and rubbish of the City of Grand Rapids.
19. "City" will mean the City of Grand Rapids, Minnesota.
20. "Contractor" will mean the party or parties contracting to perform the work to be done under these specifications or to the legal representative of such party or parties.
21. "Contract" will mean the contract to collect, haul, and dispose of refuse and recyclable materials for the City based upon these specifications.
22. "Special items" means all items as stated or set forth in Attachment A.

#### D. Refuse Services to be Performed

1. The Contractor will collect all refuse for collection within the territorial limits of the City at least once a week during the term of any contract. The collection day is Tuesday and Thursday. Daily service hours will not begin prior to 7:00 a.m. Such collection will include collection from all residential dwelling units. Refuse collection will occur on the same day of the week throughout the term of the contract.
2. All refuse must be removed in such a manner that none of said refuse is spilled, dropped, strewn, or allowed to remain on, about, or around the premises from which it is collected. No refuse from containers, trucks, or equipment will be dropped, strewn, thrown, or in any manner deposited upon any of the streets or sidewalks within the City. Care will be taken not to damage refuse containers.
3. All refuse collection as herein provided will be hauled, transported, weighed-in, and disposed at Itasca County Transfer Station, and the disposition of such materials will be so conducted and handled as to at no time create a nuisance or become injurious to the public health of persons living either within or outside the corporate limits of the City. If Itasca County changes its tipping fee the hauler may request an increase from the City proportionate to the

change in the tipping fee subject to City Council approval. The City Council shall give good faith consideration to the rate increase request but shall have exclusive discretion to grant or deny the rate increase request.

In the event the Contractor and City Council cannot reach agreement within ninety (90) days from the date of a requested increase in the monthly base service fee, then Contractor shall be entitled to terminate the agreement upon one hundred eighty (180) days written notice. Pending the determination of a request for rate change, the rates in effect at the time of the request shall continue.

4. Refuse containers are to be supplied and maintained by the Contractor for use by the residents of the City. The Contractor will be required to make available containers in three sizes:
  - a. Small size      30-35 gallons
  - b. Medium size    60-65 gallons
  - c. Large size      90-96 gallons

Refuse that does not fit in a disposal cart will require an extra disposal "Tag". The Contractor shall arrange for tags to be made available for purchase at, at least four conveniently located retail outlets within the City of Grand Rapids. Tags shall be sold in prepackaged, convenient and cost efficient quantities (e.g. 10 to 15 tags or similar quantities).

5. In addition to the volume based rate structure set forth, Licensee shall make available an alternative fee system for qualified senior citizens and disabled customers utilizing special prepaid bags. The alternative system is described as follows:
  - a. The owner or occupant of a qualified residential dwelling may purchase special bags (currently referred to as "Blue Bags") provided by the Licensee, in lieu of paying the monthly service fee and volume fee described above. The households that opt for the alternative system shall be entitled to all of the services such as recycling and yardwaste service.
  - b. The price of the prepaid bag shall be quoted on the price worksheet. Changes in the price of the pre-paid bags shall be as established in Section D. Part 3.

E. Recycling Services to be Performed

1. The Contractor will collect all recyclable materials on a bi-weekly basis. Collection will occur on the same day as refuse collection. The collection of

recyclable materials will occur at all residential dwelling units. A dwelling unit must subscribe to refuse service in order to receive recycling service.

2. The Contractor will be responsible for the marketing of all recyclable materials collected. In the event of a substantial market change in any one recyclable commodity, the Contractor may, at its option and upon written notice to the City, request to reopen negotiations for the price per month for recycling collection services.
3. Recyclable materials will be placed in the containers provided and the resident will prepare the materials according to the Contractor. Recycling containers must be available for purchase to the residents.
4. The Contractor 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 local telephone number residents can call with questions. A website of city-specific information needs to be provided.
5. Containers in which recyclable materials have been stored will be placed adjacent to the abutting boulevard or street for collection. Containers will be placed for collection by 7:00 a.m. on the scheduled day of collection.
6. All recyclable materials placed for collection remain the responsibility and ownership of the City until handled by the Contractor upon Contractor's lifting the recycling container and its contents and placing the contents in the vehicle.
7. Recyclable materials may be deemed by the Contractor to be unacceptable for collection. However, the Contractor is required to give written notice on forms provided by the Contractor, informing the dwelling unit that recyclable materials are in an unacceptable condition for collection. The notice will also give instructions for the proper preparation of recyclable materials and the phone number of the Contractor. The recyclable materials deemed unacceptable by the Contractor and the City will be collected on the first occurrence by the Contractor. Subsequent instances of unacceptable recyclable material may be rejected.
8. The Contractor will provide to the City scale receipts for the total weight of recyclable material collected. The Contractor will also provide the City a monthly compilation of the number of daily collections of recyclable materials made in the City.
9. If the Contractor rejects any non-recyclable or improperly sorted materials placed in a resident's recycling bins, the Contractor shall leave said item(s) in the bin and deposit a leaflet indicating why the material was left behind.



10. The contractor will provide a Saturday drop off recycling service utilizing a recycling trailer for residents of the City. The drop off recycling trailer will be at a location within the Territorial limits of the City of Grand Rapids subject to approval by the City. In addition annually, the Contractor shall provide to the residents information and updates on recycling concerning the recycling program.

F. Unacceptable Garbage:

1. Hazardous Waste/Toxic Substances: as defined by federal or state law;
2. Tires; or any other waste requiring a special permit or license from any other governmental agency for handling, storing, or hauling.
3. Yard Waste: includes grass clipping and leaves. These items will be collected as part of the Spring and Fall clean up. The City and Itasca County have developed a yard waste composting facility in the Southeast part of Grand Rapids to accommodate these materials.
4. Brush, branches, logs, etc. These items may be collected for a special fee. They must be disposed of as demolition material in a County designated facility.

G. Additional Collection or Extra Service for a Special Fee.

1. Large household appliances and furniture, including stoves, refrigerators, water heaters, washers, dryers, beds, sofas, chairs, etc.
2. Contractor must provide a tag system for any bag that does not fit into the resident's refuse cart. c. The Contractor shall arrange for tags to be made available for purchase at, at least four conveniently located retail outlets within the City of Grand Rapids. Tags shall be sold in prepackaged, convenient and cost efficient quantities (e.g. 10 to 15 tags or similar quantities).

H. Clean-up Days

1. Contractor shall provide at no additional cost a scheduled Spring and Fall cleanup for the collection of residential yard wastes. Licensee shall notify the city and all of its customers via notification in the official city newspaper at least thirty (30) days prior to the scheduled collection days for Spring and Fall yard waste.

I. Preparation for Refuse Collection



1. Contractor shall collect the garbage and recyclables from the same side of the street or alley where the dwelling unit is located. Where alleys are present, collection shall be from the alley. Where there are no alleys, collection shall be from the curb. Doorstep service may be provided for qualified senior citizens or disabled customers if deemed necessary by the City and Contractor. In some instances an additional fee may be applied for this service with the permission of the City.

#### J. Contractor's Equipment

1. The Contractor's name or firm name, together with phone number, will be printed or painted in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of the contract. Broom and shovel in good usable condition will be placed and maintained on each truck.
2. The Contractor will make all collections of refuse, recyclable materials, and yard waste in water-tight metal receptacles or vehicles with closed tops so constructed that their contents will not leak or spill there from. Such receptacles and vehicles will be kept clean and as free from all offensive odors as possible and will not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect refuse, recycling, and yard waste.
3. The location of all vehicles used by the Contractor in the performance of any contract that are kept within the confines of the City overnight must be approved in advance by the City.

#### K. Contractor's Operations

1. The Contractor shall establish and maintain an office with a telephone to which residents can call at no charge, shall provide the telephone number to each dwelling unit and shall receive calls during not less than four hours per day Monday through Friday and shall log all complaints about the collection of garbage and recyclables, and the Contractor's response to such complaint. The Contractor shall also have a local representative.
2. The City may appoint inspectors who may have access to inspect the Contractor's equipment at reasonable times.
3. A record of all complaints and action taken thereon will be kept by the Contractor and provided upon request to the City. The Contractor will answer all complaints courteously and promptly.
4. Whenever the City or a resident notifies the Contractor of locations which have not received scheduled service, the Contractor is required to service such

locations before 5:00 p.m. of the same day when notified prior to noon. When notified after noon, the Contractor will service such locations not later than 5:00 p.m. of the following day, excluding Saturdays and Sundays.

5. The Contractor will report all violations of ordinances pertaining to refuse collection and disposal and recyclable material collection to the City.
6. The Contractor will comply with ordinances of the City, County, and laws or regulations of the State of Minnesota and its agencies related to sanitation and collection of refuse in effect during the term of any Contract. The Contractor will keep equipment used in the performance of the work in good operating condition and in a clean, sanitary condition and will thoroughly disinfect each vehicle at least once a week unless the same has not been used since the last disinfection thereof. Equipment is subject to periodic inspection by the City.
7. The Contractor will not be required to make regular collections of refuse, recyclable materials, and yard waste on New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, or Christmas Day, provided that the routes are collected reasonably soon thereafter in the opinion of the City and the week's schedule will be completed regardless of the holiday. It will be the Contractor's responsibility to notify residents of any changes in the collection schedule because of said holidays.
8. The Contractor's employees will replace lids securely, handle all cans and containers with reasonable care to avoid damage, will replace all cans in an upright position, and will immediately clean up and dispose of any contents thereof, which may be spilled. All refuse and recycling containers will be replaced where found. Containers will not be placed or thrown on the streets, highways, or on adjoining property. The Contractor, its agents, or employees will not throw containers from the truck to the pavement or in any other way break or damage or roughly handle the same.
9. The Contractor will provide access to the City, County or any of the duly authorized representatives to review any books, documents, papers, and records of the Contractor which are directly pertinent to any contract for the purpose of making an audit, other examination, and preparing excerpts and transcriptions.
10. The Contractor will indemnify and hold harmless the City and its officers, agents, and employees from and against all claims, damages, losses, or expenses, including attorneys fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts, or obligations in consequence of the performance of any contract by the Contractor, its employees, agents, or subcontractors.

11. The work will be done with forces which are adequate to insure the satisfactory collection and disposal of said materials at all times and failure to perform will not be excused by adverse weather, breakdown, or similar hindrances which on other work might be regarded as "acts of providence".
12. Contractor shall collect and dispose of major appliances as a special service at a reasonable fee as set by Contractor. Contractor shall remove said requested items within five (5) working days of receipt of the request from the resident.
13. Upon failure of the Contractor to fulfill any of the provisions of the contract, the City may be authorized to hire such persons, or assign City employees and equipment, as may be necessary, to do such work and the cost and expense thereof may be charged and deducted from monies due the Contractor, collected from the Contractor, or collection by recourse from the Contractor's bond.
14. The contract may be terminated by the City for Contractor's failure to complete its obligations as hereinbefore set forth in a workmanlike manner or in accordance with established practices and standards as recognized for similar types of work. If Contractor receives written notice of non-compliance, Contractor reserves the right to remedy the issues within 30 days from its receipt. If the problems are not resolved and Contractor is deemed non-compliant after this period, the City may choose to terminate the services of Contractor following a 30-day notice period.
15. In the event of such failure, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorneys fees incurred by the City in pursuing any of its rights under the contract.
16. The Contractor binds itself jointly and severally, its successors, executors, administrators, and assigns to the City in respect to all covenants of any contract, except that the Contractor will not assign or transfer any part of its interest in any contract or sublet as a whole nor will the Contractor assign any monies due, or to become due, without the City's written consent.
17. All employees of the Contractor will be dressed in clean uniforms that are provided with suitable identification.
18. The City will be notified in writing of any route changes prior to the occurrence of said changes. The Contractor is responsible to notify residents of any day changes to service.

L. Payment



1. During the period of any contract, the Contractor will bill directly to customers for refuse and recyclable materials collection performed by the Contractor during an agreed upon specified amount of time, at agreed upon rates.

The Contractor is responsible for responding to all billing and service related questions and concerns and is solely responsible for collection of customer accounts.

The Contractor is responsible for collecting and remitting all state and county taxes.

2. "Refuse collection hauling rate" will mean the monthly per home rate charged by the Contractor for costs attributable to transporting refuse to a landfill and/or incinerator and disposal.
3. "Recyclable collection rate" will mean the monthly per home rate charged by the Contractor for removal of recycling materials and transporting to a processor.
4. The total number of residential dwelling units as of January 1, 2012, is XXX. Service is not mandatory. Currently 1,738 homes subscribe to service.
5. The monthly collection rate for refuse and recycling shall not be increased without approval of the Grand Rapids City Council. Contractor may request an increase in May to be effective not sooner than August 1 of the respective year. The requested increase shall not be greater than the change in the Consumer Price Index, North Central Region, for all items, for the period since the last monthly service rate setting. The City council shall give good faith consideration to the rate increase request but shall have the exclusive discretion to grant or deny the rate increase request or any portion thereof. Contractor may request to decrease the monthly collection rate at any time. In the event the Contractor and City Council cannot reach agreement within ninety (90) days from the date of a requested increase in the monthly base service fee, than Contractor shall be entitled to terminate the agreement upon one hundred eighty (180) days written notice. Pending the determination of a request for rate change, the rates in effect at the time of the request shall continue.

#### M. Insurance

1. The Licensee shall provide the following insurances in the amounts not less than that established by Minnesota State Statue Section 466.04 shown below. Insurance certificates evidencing that the insurance below is in force shall be submitted for examination and approval prior to the execution of the Contract, after which shall be filed with the City. The insurance certificates shall

specifically provide that City is a named additional insured (but only as to covered acts or omissions of Contractor), and that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither the City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes the Contractor's responsibility to comply with the insurance specification.

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 per occurrence  
In accordance with MN Stat. Sec. 466.04, as may be modified from time to time.
- c. Comprehensive General Liability including contractual: a.
  - a. Bodily Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time. \$5,000,000 per occurrence \_\_\_\_\_  
\_\_\_\_\_ \$6,000,000 aggregate
- c.d. Broad Form Property Damage: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time. \$5,000,000 per occurrence
- e. Personal Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time. \$5,000,000 per occurrence
- d. \$5,000,000 per occurrence
- e.f. Automobile (including owned, non-owned and hired vehicles):
  - a. Bodily Injury: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time. \$1,000,000 per occurrence
  - b. Property Damage: In accordance with MN Stat. Sec. 466.04, as may be modified from time to time. \$1,000,000 per occurrence
- c.

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#### N. Indemnification

1. The Contractor will indemnify and hold harmless the City, its officers, agents, representatives and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the contract.

#### O. Termination

1. The City will have the right to terminate any contract in the event of breach thereof by the Contractor, and continuing breach will not be deemed to be waived because it was not followed by prompt termination.

P. Financial Guarantee

1. Any Contract will not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in an amount equal to \$50,000. Said financial guarantee will secure the faithful performance of any Contract by said Contractor. The Contract is subject to termination by the City at any time said financial guarantee does not remain in full force.

Q. Non-discriminatory Practices

1. Minnesota Statutes, Section 181.59, which prohibits discrimination on account of race, creed, or color in the performance of public contracts, is made part of any Contract with the same force and effect as if set out herein verbatim.

R. Successors and Assigns

1. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of a Contract, except that the Contractor shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

S. Whole Contract

1. Any Contract embodies the entire Contract between the parties including all prior understandings and Contracts and may not be modified except in writing signed by all parties.

**ATTACHMENT A**  
**Additional Items — Provide Prices**

Items:

Appliances (washers, dryers, stoves,  
dishwashers, hot water heaters)

Air conditioners Mattress

Sofa

Chair

Extra Tag (List Price Per Tag.) Contractor must also provide a list stores Tag will be available at and quantity that can be purchased.

**ATTACHMENT B**  
**STATEMENT OF CONTRACTOR QUALIFICATIONS**  
**Refuse, Recycling and Yard Waste Collection Services Contractor**

All questions must be answered as required, dates must be given, and all answers must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Contractor may submit any additional information it desires.

1. Name of Contractor.
2. Permanent main office address, including City, State, and Zip Code.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in refuse, recycling, and yard waste collection services under your present firm or trade name?
6. Municipal Contracts Reference List
7. Have you ever failed to complete any work awarded to you? If so, when, where, and why?
8. Have you ever defaulted on a contract? If so, when, where, and why?
9. List your major equipment available for this contract and whether owned or leased.
10. Experience in work similar in scope to this contract.
11. Background and experience of the principal members of your organization including the officers.
12. Credit available: \$
13. Provide bank reference: list bank name, address, person to be contacted, and phone number.
14. Provide references from services of similar size in Northern Minnesota for which you have performed contracted work.



15. Provide bank reference: list bank name, address, person to be contacted, and phone number.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Grand Rapids?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Grand Rapids in verification of the recitals comprising this Statement of Contractor's Qualifications.
18. Bid Information: Please submit monthly combined refuse/recycling below and indicate the monthly rates for the 30-35 gallon container, 60-65 gallon container, and the 90-96 gallon container. This rate also includes the cost of maintaining resident containers for all refuse purposes and delivery of such to residents.

**ATTACHMENT C  
PROPOSAL FORM**

**Five (5) Year Contract Proposal**

Please submit monthly combined refuse/recycling/yard waste rates below and indicate the monthly rates for the 30-35 gallon container, 60-65 gallon container, and the 90-96 gallon container.

Monthly Refuse Rates Per Subscribed Household

30-35 gallon            \_\_\_\_\_per month

60-65 gallon            \_\_\_\_\_per month

90-96 gallon            \_\_\_\_\_per month

Senior Per Bag Rate    \_\_\_\_\_per bag

Monthly Recycle Rate Per Subscribed Household \_\_\_\_\_per month (Resident must subscribe to refuse in order to receive recycle service)

Cost for Recycle Bin Purchase from Contractor    \_\_\_\_\_per bin

List location of Saturday Drop Off Facility

- Submit Attachment A Special Collection Charges.
- Submit Attachment B Statement of Contractor Qualifications.
- Submit Attachment C Proposal Form.
- Submit Signature Page.





CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS  
 420 NORTH POKEGAMA  
 AVE.

## Legislation Details (With Text)

**File #:** 11-1373      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 3/10/2011      **In control:** City Council Work Session  
**On agenda:** 3/12/2012      **Final action:**  
**Title:** Review 5:00 p.m. agenda and other business as noted.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Review 5:00 p.m. agenda and other business as noted.