

2013-05-043

SECOND AMENDED RESOLUTION

WHEREAS, the current contract for the collection of residential solid waste and recyclables expires on December 31, 2013 and,

WHEREAS, the Common Council adopted Resolution 2012-10-026 on October 11, 2012 that detailed the residential solid waste and recycling services to be provided beginning in 2014 and,

WHEREAS, proposals for the collection of residential solid waste and recyclables for the period of January 1, 2014 through December 31, 2020 were received and opened on April 4, 2013 and

WHEREAS, proposals were received from the three pre-qualified contractors that had previously completed and submitted pre-qualification statements and,

WHEREAS, the City's Board of Public Works has reviewed said proposals and the professional services contract covering the services to be provided and,

WHEREAS, the City's Board of Public Works recommends that a seven (7) year contract for providing residential refuse and recycling collection services be awarded to Harter Quick Clean-Up and,

WHEREAS, the award to Harter's Quick Clean-Up is in the economic best interest of the City of La Crosse.

NOW, THEREFORE BE IT RESOLVED by the City of La Crosse Common Council that a seven (7) year contract be awarded to Harter's Quick Clean-Up for residential refuse and recycling collection services.

~~**BE IT FURTHER RESOLVED**, that the City Attorney's office is hereby directed to review the contract and to make modifications and revisions to ensure the terms and conditions, insurance requirements, and liability coverage properly protect the City's interests.~~

BE IT FURTHER RESOLVED that the Director of Public Works is directed to authorize a handicap service/Application for Recycling Exemption Service Program.

BE IT FURTHER RESOLVED, that the Board of Public Works is directed to oversee the implementation of the refuse and recycling services.

RESOLUTION ADOPTED
MAY 09 2013
BY COUNCIL

MAY 23 2013

DH
file

CITY OF LA CROSSE
RESIDENTIAL
REFUSE AND RECYCLING COLLECTION CONTRACT
2014 - 2020

THIS CONTRACT is made this 21st day of June, 2013, by and between Harter's Quick Clean-Up, Inc. hereinafter known as "CONTRACTOR" and the City of La Crosse, Wisconsin, a Municipal corporation, hereinafter known as "CITY."

WITNESS, the Contractor and the City for the consideration herein agree as follows:

A. DEFINITION OF TERMS

The following terms and phrases shall have the following meanings:

1. **ACCEPTABLE WASTE** shall mean waste acceptable at the La Crosse County Refuse Derived Fuel (RDF) facility as defined by the County Flow Control Ordinance.
2. **Board of Public Works (BPW)** shall mean the City's Board of Public Works.
3. **City Serviced Dwelling (CSD)** means any property containing eight (8) or fewer bedrooms or any condominium that receives refuse and recycling collection service from the City of La Crosse.
4. **Handicapped, elderly, or medically disabled (HEMD) service** shall mean special refuse and recycling assistance with BPW approval whereby the hauler's driver moves the cart from point of normal storage to point of collection and returns cart when emptied.
5. **LARGE CONTAINER OR DUMPSTER** shall mean the larger steel containers up to six cubic yards used at the parks, and municipal buildings, etc. and capable of being emptied directly into a packer truck with a special hydraulic loading mechanism attached to the truck.
6. **LARGE ITEMS** shall mean any item with a weight of no more than 200 pounds and of such dimension as to not fit in an approved container and shall include its component parts. Large Items do not include major appliances.
7. **MAJOR APPLIANCE** shall mean a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, refrigerator, dehumidifier, water heater, stove, oven, microwave, or other appliance designated by the Board of Public Works.
8. **Single-Stream Recycling** shall mean the process of collecting and processing of recyclables in combined form from one container or cart.

9. **RDF FACILITY** shall mean Xcel Energy's Refuse Derived Fuel Facility on French Island. This facility processes refuse to produce fuel for generating electricity.
10. **RECYCLABLES** shall mean those materials designated by the Board of Public Works for collection separately from Refuse to be recycled.
11. **RECYCLING** shall mean collecting, processing and marketing recyclables collected for beneficial reuse and/or remanufacturing.
12. **REFUSE** shall mean household solid waste, excluding recyclable materials
13. **REFUSE CART** means a wheeled refuse container with a hinged lid from 30 gallons to 100 gallons in size, designed to comply with American National Standards Institute (ANSI) Z245.30 and ANSI Z245.60 standards for carts compatible with standard automated lifting mechanisms.
14. **RESIDENTIAL PROPERTY** under this contract shall mean all residential living units including single family residences, duplexes, and multiple family residences of eight (8) or fewer bedrooms. See also City Serviced Dwelling
15. **RUBBLE** shall mean rocks, concrete, bricks, and similar solid material, plaster, sod, or dirt.
16. **UNACCEPTABLE WASTE** shall mean waste not acceptable at the RDF facility. This waste shall be delivered to the La Crosse County landfill.
17. **YARD WASTE** for the purposes of this contract means leaves, grass clippings, weeds, and other similar organic yard and garden debris excluding brush and woody vegetative materials larger than 1/4 inch in diameter.

B. SCOPE OF WORK

The Contractor shall provide and furnish all necessary carts, tools, equipment and labor to perform and complete in a professional manner the following work: Collect and transport to the proper disposal site all refuse and recyclable material, from each City Serviced Dwelling as specified herein within the corporate limits of the City of La Crosse. Contractor shall complete all tasks as required by this contract.

Contractor shall distribute selected carts in the sizes as directed by the City to all CSD's. Contractor and cart vendor shall develop an inventory and digital/electronic database of the cart sizes, cart RIFD/barcode, and address of all carts delivered. Contractor shall maintain, repair, or replace carts due to 'normal wear and tear' as needed for the life of this contract. Costs for repairing or replacing carts damaged or destroyed as a result of customer abuse shall be billed to the customer/CSD.

The Contractor shall provide bi-weekly collection of single stream recyclables from City Serviced Dwellings via automated cart, including processing and marketing the collected recyclable materials as required to guarantee all such materials are recycled in accordance with applicable State of Wisconsin laws and regulations.

Collection services for refuse and recyclables shall be provided in an efficient manner with emphasis on providing quality customer service to the citizens of the City of La Crosse. Collection services shall be via automated carts only. Refuse or recyclables not in carts shall not be collected.

Refuse and recycling collection in the City of La Crosse shall be made in the alley where alleys are available. The Contractor must furnish equipment suitable for use in alleys. Some alleys have right angle corners, are narrow, and may have low hanging wires.

Handicapped, elderly, and medically disabled (HEMD) refuse and recycling service shall be provided to those CSD addresses provided with approval by the BPW. The hauler's driver shall wheel the HEMD's refuse & recycling carts from their 'normal' place of storage to the point of collection, empty the carts, and return them to the 'normal' location.

All residential acceptable waste collected in the City of La Crosse shall be delivered to the RDF facility, unless written approval is granted by the Board of Public Works for delivery to another site. Waste unacceptable to the RDF shall be delivered to the La Crosse County landfill.

Pursuant to Section XVI of the Landfill Siting Agreement dated April 14, 2005, all solid waste collected by the contractor within the municipal corporate limits under the terms of this contract shall be delivered to the French Island Resource Recovery Facility and the La Crosse Disposal Facility on Highway 16, unless the municipality quantifies an increased cost for its collection contract by requiring the contractor to use the Disposal Facility on Highway 16.

The Contractor shall enter into the La Crosse County Hauler Rebate Agreement for all solid waste collected under this contract for the life of the contract. The Contractor shall pay the tipping fees for the waste delivered in accordance with the Rebate Agreement. The City shall pay the Contractor for the tipping fees based on the actual La Crosse County invoices detailing the delivered tonnage. The Contractor shall rebate the City the entire rebate amount received by the Contractor from the County for the City's waste tipping fees. The contractor shall provide the City with a signed Hauler Rebate Agreement which shall be made a part of this agreement by reference.

City Serviced Dwelling large item collection and disposal shall be provided on a request for collection basis from residents. Payment for said services shall be based on the Contractor's bid proposal which is made a part of this contract by reference.

Seasonal collection of yard waste from City Serviced Dwellings shall be by subscription of the requesting residents during the months of March through November. Actual start and stop dates may be adjusted annually by mutual agreement between the Contractor and the City.

The Contractor shall provide the resident with a cart designated for yard waste only. Collection shall be by automated cart only. The contractor shall direct bill the resident for yard waste services.

C. TERM AND CONTRACT PRICE

The term of this contract shall be eighty four (84) months (seven years), from January 1, 2014 through December 31, 2020.

The base price of this contract for refuse collection shall be:

\$3.96/month/CSD	95 gallon cart	(initial estimate 14,000CSD)
\$3.87/month/CSD	65 gallon cart	(initial estimate 1,400CSD)
\$3.85/month/CSD	35 gallon cart	(initial estimate 1,400 CSD)

The base price of this contract for recycling collection shall be:

\$2.20/month/CSD	95 gallon cart	(initial estimate 14,000CSD)
\$2.11/month/CSD	65 gallon cart	(initial estimate 2,800CSD)

The initial number of City Serviced Dwellings shall be based on the actual number of carts delivered (estimated in the RFP to be 16,800). The number of dwelling units shall be adjusted annually beginning on December 1, 2014 based on annexations, building permits and demolition permits during the previous year and each subsequent December 1 thereafter for the life of the contract. Adjustments in the number of City Serviced Dwellings will also be made for the first full month following any annexation or detachment of 20 or more dwelling units. The Contractor and the Board of Public Works will make a good faith effort to agree on the number of City Serviced Dwellings. Adjustments in the number of City Serviced Dwellings may be made by reason of a change in the refuse collection ordinances of the City of La Crosse.

The first monthly payment hereunder shall be made on/or about February 15, 2014 for services rendered for the month of January, 2014. Like payments shall be made on/or before the Fifteenth day of each month for services provided for each preceding calendar month for the life of this agreement. Payment of the monthly contract shall be made by the City without need of an invoice from the contractor. Reimbursement for contractor paid tipping fees shall require actual invoices from the La Crosse County Landfill.

The contract unit price (dollars per City Serviced Dwelling per month) for refuse collection and recycling collection shall be increased or decreased December 1 of each year beginning in 2015 based on the percentage increase or decrease of the Consumer Price Index for Urban Consumers, U.S. City Average, not seasonally adjusted (1982 - 1984 = 100 All Items) established by the U.S. Department of Labor using a base figure as given for December, 2014 provided however, no annual increase shall exceed 4%. Any price adjustment shall be effective January 1 of each contract year.

Example:

If the Consumer Price Index for December 2012 is 203.9 and if the Consumer Price Index for December 2013 is 210.943 the contract payment would be increased January 1 by 3.45 percent. The percentage will be calculated to the nearest hundredth of a percent that the Consumer Price index rose or declined during that one year period.

CSD seasonal yard waste collection and disposal, large item collection and disposal, and appliance collection and disposal shall all be on a user requested, subscription service basis. The contractor shall directly bill those CSDs for subscription services based on the rates quoted in the initial proposal. Request for rate changes shall be made annually to the BPW on or before October 1 of each contract year for the following year.

To the extent allowed by the City Council, the City shall have an option to renew this contract up to an additional seven (7) years by providing the contractor a notice of intent to extend no later than February 1, 2020.

ARTICLE I

COMPONENT PARTS OF THIS CONTRACT

This Contract shall include the following component parts.

- (a) All applicable regulations of the Health Department of the County of La Crosse, together with the Ordinances of the City of La Crosse, applicable Ordinances and rules of La Crosse County, Statutes of the State of Wisconsin, rules and orders established by Wisconsin administrative agencies, such as Department of Natural Resources governing and controlling the disposition, transportation and care of refuse, now in effect or subsequently enacted, and applicable Federal Laws and Regulations.
- (b) All regulations of the Board of Public Works or its designated representative in relation to the performance of this contract. In the event that any applicable local, state or federal law conflicts with any provision of this contract, such law shall govern.
- (c) The service proposal received from the Contractor/hauler for the proposal opening on April 4, 2013.
- (d) The Bidder's Proof of Responsibility and Prequalification for Refuse & Recycling Collection, due to the City February 20, 2013
- (e) The Hauler Rebate Agreement between the hauler and La Crosse County
- (f) The City of La Crosse Automated Collection Cart Specifications dated February, 2013
- (g) Standard Terms and Conditions – City of La Crosse – Revised May, 2013.

(note – all component parts may not be attached to this document)

ARTICLE II

PERFORMANCE PAYMENT BOND or LETTER OF CREDIT

The Contractor further agrees to provide to the City of La Crosse, in order to assure performance of said contract during the term of the contract, a Performance Bond by a surety company licensed to do business in the State of Wisconsin or a Letter of Credit in the amount of not less than \$250,000. Proof of ability to furnish Said Performance Bond or Letter of Credit shall be filed with the City of La Crosse prior to execution of this agreement by the City. Any Performance Payment bond shall be rated "B" or better in the latest edition of "Best's Guide."

The Contractor may, in lieu of a performance bond or letter of credit, deposit with the City a cash deposit of \$250,000, a \$250,000 Certificate of Deposit, or a \$250,000 Certified Check in form acceptable to the City Attorney. Any interest accrued on such cash deposit, certificate of deposit, or certified check shall belong to the contractor.

ARTICLE III

CONTRACTOR'S EMPLOYEES

The Contractor specifically agrees to pay all claims for labor performed or materials furnished or consumed in completing this contract. Employees driving Contractor's vehicles shall each at all times possess and carry the requisite valid driver's license or valid Wisconsin Commercial Driver's License if required. The Contractor shall submit a list of employees and their addresses and phone numbers to the Department of Public Works annually.

Contractor's employees providing services under this contract shall conform to the same or similar personal safety practices as City employees working on City streets and in traffic with regard to ANSI Class III safety vest, shirt, or jacket. Contractor's employees shall be courteous and respectful to citizens encountered during the performance of their work.

In no event shall the Contractor or its employees be considered employees of the City or an agency of the City.

ARTICLE IV

ASSIGNMENT

This contract shall not be transferred or assigned nor any consideration due hereunder, or to become due, be assigned or hypothecated, without the express written consent of the City.

ARTICLE V

RIGHT OF CITY IN CONTRACTOR'S EQUIPMENT

If this contract shall be terminated by mutual consent or in the case the Contractor shall default in the performance thereof, the City shall have the option, at its discretion, of taking immediate possession and control of all equipment and carts of every nature or kind used or useful in the performance of this contract and to use such equipment and carts or make them available to another contractor in the continued performance of service, similar to that provided in this contract upon the following terms and conditions. City shall pay the reasonable value of such equipment and carts, less encumbrances, which shall be determined by arbitration between the parties hereto, such arbitration to be accomplished by the City picking one individual, the Contractor picking another, and the two so chosen picking a third, who shall determine the reasonable value of the equipment and carts which shall be paid by the City which shall be full and complete payment for such equipment and carts by the City to the Contractor. It is further specifically agreed that the price so determined by arbitration shall be final.

Provided further that the City upon the award of such arbitrators shall have the right of either accepting or rejecting such award. Upon rejection thereof, the equipment and carts shall be immediately redelivered to the Contractor. The award shall be completed within five days after the appointment of the arbitrators. Each party shall pay one-half of the expense of arbitration. The purpose of this provision is to enable the City to continuously perform the services herein contracted for, by the use of the Contractor's equipment and carts in case of default or to acquire the ownership thereof at the termination thereof, for the reason that the equipment and carts necessary to perform this contract is of specialized nature and not readily obtainable by the City and such services are a public service which must not be interrupted.

ARTICLE VI

COMPLAINTS AND CANCELLATION

Notwithstanding any other provision in this contract, the Contractor shall furnish sufficient personnel, plant and equipment to insure the prosecution of the work in accordance with the approved schedules and its completion not later than the respective allowed time for completion as set forth in these contract documents. Should the Contractor refuse or fail to comply with the obligations set forth in the preceding sentence or any other provision of this agreement after receipt of any written directive or verbal request by the City or its representatives that the Contractor furnish additional personnel, plant or equipment and/or work additional hours, overtime operations, Sundays or Holidays, or to correct any other violation of this agreement, the City Board of Public Works may terminate the Contractor's right to proceed with the whole or any part of the work under this contract, or terminate same in its entirety.

Whenever the Director of Public Works or his or her designee notifies the Contractor of locations which have not received scheduled services, and for each complaint of failure to make collection from the complainant's carts in accordance with the prescribed schedule of

collections when correction of such complaint is not made within twenty-four hours, the City may withhold from money due the Contractor the sum of twenty-five dollars (\$25.00) per premise for each 24-hour period the collection is late after receiving notification by the City to make the corrections, not as a penalty, but as liquidated damages suffered by City by such breach of contract. Late collections due to an act of God or circumstances beyond the Contractor's control shall not be considered missed collections.

ARTICLE VII

EQUIPMENT TO BE FURNISHED

Trucks shall be equipped with mechanical lift arms and cart grabbers specifically designed and manufactured to lift, tip, and fully empty refuse and recycling carts ranging in size from 30 to 100 gallons. Grabbers shall be designed to firmly grasp cart but to prevent cart damage. Trucks used on alley collection routes shall be capable of low-lift and/or side lift cart dumping capable of avoiding low hanging power lines and wires. Equipment for collecting refuse and recyclables shall have a tightly closed body to keep to a minimum the nuisance of odors during collection, and must be water-tight to prevent spilling of wet residue of refuse from the truck or other equipment body onto the streets, alleys or grounds. Collection vehicles must have a tightly closed body and collection compartments to prevent spilling of broken glass or the escape of loose papers. Type of equipment to be used must be approved by the Board of Public Works. The bodies on the refuse trucks and recycling trucks shall be of a specialized type for the handling of refuse and recyclables respectively. The Contractor shall furnish a sufficient number of such trucks to perform services in accordance with established schedules. The Contractor shall make necessary arrangements to have at least one spare readily available for any piece of equipment necessary to carry out the Contractor's obligations under this contract. All trucks must be maintained to minimize the noise produced by the operation of the collection vehicle and to be free of leaks of hydraulic oil and other vehicle fluids. The Contractor shall furnish equipment capable of servicing all alleys currently included in the City's collection routes.

All trucks and other mobile equipment used by the Contractor in the performance of services shall be uniform in color and the name of the Contractor shall be prominently displayed thereon. All regular refuse or recycling route trucks and the mounted refuse and recycling bodies used by the contractor for this contract shall be 2013 models or newer. The Contractor shall not use a firm name containing "CITY" or "LA CROSSE" or other words that could be reasonably believed to imply municipal ownership. Any changes in the type of collection units shall be made only upon the approval of the Director of Public Works after such contemplated changes have been submitted in writing. In cases beyond the Contractor's control, substitutions may be made on a temporary basis to insure continuous service.

The Contractor shall maintain all of its equipment in good working condition and appearance at all times. The Contractor shall withdraw from service and promptly repair any piece of equipment, cart, or truck which in the opinion of the Director of Public Works, is unsafe, fails to operate properly or otherwise does not meet other provisions of this contract. The Contractor shall maintain garaging and maintenance facilities for all equipment in a condition and at a

location acceptable to the Board of Public Works insofar as zoning, traffic, parking and nuisance considerations are concerned. The Contractor shall provide the Director of Public Works with an inventory annually of all trucks used in the collection of refuse and recyclables. This inventory shall include: (1) year, make and type of truck, and fuel used, (2) the make and year of each packer unit or recycling body, and (3) the rated capacity in cubic yards of each unit.

Refuse and recycling carts specifically designed and manufactured for automated and/or semi-automated collection shall be supplied that meet the specifications contained in the City of La Crosse Automated Collection Cart Specifications. Carts shall be from one manufacturer. Contractor shall maintain, repair, or replace carts due to 'normal' wear and tear' as needed for the life of this contract. Costs for repairing or replacing carts damaged or destroyed as a result of customer abuse shall be billed to the CSD.

ARTICLE VIII

COLLECTION OPERATIONS

Refuse shall be collected once weekly, Monday through Friday from all City Serviced Dwellings with eight (8) or fewer bedrooms. All collections shall be made between the hours of 6:00 A.M. and 8:00 P.M., subject to such reasonable modifications of collection periods as the Board of Public Works may impose or approve. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall not litter premises in process of making collections, nor allow any refuse to blow or fall from any vehicle used for collections.

Alley or curbside collection of recyclables shall be provided every other week for all city serviced dwellings served for refuse collection. Recyclables shall be collected from each CSD on the same day of the week and at the same location that refuse is collected.

1. Required monthly reports on the disposition of recyclables shall be filed with the City not later than the 10th day of the following month. The reports shall include monthly total weight for single stream recyclables. The Contractor shall further provide monthly percentage breakdown of the composition of the single stream recyclables. Such breakdown may be assumed to be equal to the total percentage breakdown of materials processed by the material recovery facility receiving the recyclables adjusted to the make-up of the recyclables collected under this contract. The breakdown shall provide estimated percentages for glass, steel cans, aluminum cans, plastics #1 - #7, paper, newsprint, fiber board and corrugated based on an initial sort of similar single stream materials by the material recovery facility.

The Contractor shall provide percentage breakdowns from actual material sorts from all material recovery facilities receiving City of La Crosse recyclables. During the term of this contract the City reserves the right to require the Contractor to perform up to four

(4) annual sorts of individual truckloads of single stream recyclable materials from City of La Crosse collection routes to verify or compare percentages determined by the material recovery facility(s). The sorts and breakdowns of categories may be revised and adjusted by the Department of Public Works based on the reporting requirements of the Department of Natural Resources.

2. The City will instruct residents to place single stream recyclable glass containers, steel cans, aluminum cans, plastics #1 through #7, paper, newsprint, fiber board, and corrugated loose in the residential recycling cart. Residents will be instructed to rinse, flatten and remove labels from steel cans and to rinse and remove caps from glass bottles.
3. The collection trucks shall be scheduled so the pick-up for a particular CSD is at approximately the same time each collection day.

The following materials will be initially collected for recycling:

- Green Container Glass
- Brown Container Glass
- Clear Container Glass
- Steel (tin) Food, Cleaned Paint, and Aerosol Cans
- Aluminum Cans
- Newsprint including Shiny Inserts
- Plastics #1 through #7
- Magazines
- Office paper/white paper
- Fiberboard (cereal boxes, soda cartons, beer cartons, etc.)
- Corrugated (card board)

The BPW may revise the list of materials periodically

The Contractor shall weigh each truckload of recyclables, record the weight, and report the weights in the monthly report to the City.

Each CSD shall be provided a separate cart clearly designated for single stream recycling. All materials for recycling collection shall be placed in the cart. The contractor shall monitor recycling compliance and provide in the monthly report a list of addresses where recycling or refuse disposal issues exist.

When unacceptable materials are left for refuse or recycling the Driver shall leave a tag attached to the cart along with the unacceptable materials. The City will provide the tags, with a list of common unacceptable materials and instructions for preparation of cans and bottles for recycling printed on them. The driver shall mark the tag to indicate to the resident the reason the material was not taken. The driver shall also make a reasonable effort to create a list of addresses where such tags have been left, and that list shall be submitted with the monthly recyclable weight report to the City.

The Contractor's drivers shall make a reasonable effort to note the presence of recyclable materials mixed with refuse, which is a violation of City Ordinance. The driver shall leave a tag attached to the cart with the refuse in such instances and shall report repeated violations to the Recycling Coordinator. The tags will be furnished by the City. The driver shall also make a reasonable effort to create a list of addresses where such tags have been left, and that list shall be submitted with the monthly recyclable weight report to the City.

The Contractor is required to recycle all materials collected for recycling. Any other non-recycling disposal of materials collected for recycling without prior written approval of the Director of Public Works and or his/her designee of the City of La Crosse shall result in reduction in the payment for recycling collection of \$ 1,000.00 for each occurrence.

The Contractor shall report each month on the disposition of all recyclable materials collected. The report shall include the processors, brokers, or manufacturers to whom the recyclables were delivered, the quantity delivered to each. Copies of weight tickets shall be provided as evidence of such transactions.

The City will work with the Contractor to determine appropriate rules for citizens regarding preparation of recyclable materials, and to publicize the resulting rules. However the Contractor shall be expected to accept recyclable materials with a degree of contamination in the range usual and normal for residential collections.

The City may wish to add to or delete from the list of materials to be collected for recycling during the term of this contract. The City and Contractor shall negotiate any change in the cost for recycling collection and for refuse collection as a result of the change. The contract price change shall reflect only actual changes in cost to the Contractor. The Contractor will be required to provide documentation of such reasonable cost changes to support any request for a price increase due to such change.

Contractor shall maintain, repair, or replace carts due to 'normal' wear and tear' as needed for the life of this contract. Costs for repairing or replacing carts damaged or destroyed as a result of customer abuse shall be billed to the CSD. All carts shall be handled in a reasonable and careful manner and shall be thoroughly emptied and left at the location where found, standing upright.

A schedule approved by the Director of Public Works with a route map showing the regular day of collection for each area within the City of La Crosse along with the route of each truck each collection day shall be provided by the Contractor for the City. The schedule shall follow as closely as practical to the existing schedule. Route maps shall be reviewed by the Contractor after the first six (6) months, annually thereafter, and whenever a route change is proposed by the Contractor. The route maps shall be brought up-to-date and filed with, and approved by, the Board of Public Works. The Contractor shall be responsible for notifying residents of any change in the collection schedule that may affect them.

The Contractor shall make each collection of individual CSDs on the same day of each week and as near as possible to the same time of each day. Collections shall be made at the alley

line where alleys exist and the curb line where no alleys exist. The City does not remove snow from alleys.

A number of condominiums exist in La Crosse that qualify as City Serviced Dwellings. These units may be constructed on fairly large privately owned parcels of land and may have private roadways servicing them. The Contractor will be required to service these condominiums on the private roadway if they use the standard refuse and recycling carts required under this contract. The mobile home parks in the 1700 block of Rose Street, on Mormon Coulee Road, and on Highway 14-61 also have private roadways that the Contractor must use to service the mobile homes unless prohibited by the owner.

All RDF acceptable Waste picked up under this contract shall be disposed of at the RDF facility or as directed by the Board of Public Works. All RDF unacceptable materials including large items must be disposed of at the La Crosse County landfill. No refuse shall be delivered to any site other than the RDF facility or the La Crosse County Landfill without the advance written approval of the Board of Public Works. The Contractor agrees to not interfere with or challenge any existing La Crosse County waste supply agreement or contract.

The Contractor shall certify to the disposal facility attendant and to the City of La Crosse that all the material being deposited at the disposal site originated within the City limits and was picked up from CSDs with eight (8) or fewer bedrooms required to be served under this City of La Crosse collection contract.

The Contractor is specifically prohibited from co-mingling residential refuse picked up and hauled under this contract with any refuse or any other material picked up from any other municipal, institutional, commercial or industrial customers of the Contractor, or from co-mingling residential refuse with any material or refuse picked up from outside the city limits of the City of La Crosse. Should the Contractor co-mingle materials as herein prohibited, or haul to the La Crosse County landfill site or RDF facility any materials not picked up under the terms and conditions of this contract and charge the cost of disposal of such material to the City of La Crosse, the City may, in addition to any other remedies available to it, assess the Contractor a penalty of \$500.00 per truck load or part thereof, per occasion, which sum shall be withheld from payments due the Contractor by the City.

If the contract between La Crosse County and the RDF facility is terminated at any time during the term of this contract, all refuse collected under this contract shall be taken to La Crosse County Landfill, unless otherwise approved in writing by the Board of Public Works.

4. Handicapped, elderly, and medically disabled (HEMD) refuse and recycling service shall be provided to those CSD addresses approved by the BPW. The hauler's driver shall wheel the HEMD's refuse & recycling carts from their 'normal' place of storage to the point of collection, empty the carts, and return them to the 'normal' location.

5. Yard Waste Collection

Residential yard waste collection shall be provided seasonally when requested by individual CSD's. CSD's requesting the service shall contact the contractor directly to arrange for service. The Contractor shall provide the City a list of CSD's requesting the service along with a proposed collection route. The contractor shall deliver a yard waste cart to the CSD's on the route. Yard waste shall be collected bi-weekly on the same day as recyclables. The yard waste season shall be mid-March through early December. At the end of the yard waste season, the Contractor shall pick up the yard waste cart from all CSD's on the yard waste routes.

Contractor shall directly bill the requesting CSD for the service based on the fees approved by the Board of Public Works. The contractor may request an annual adjustment to the yard waste fees by submitting a request to the Board of Public Works on or before October 1 of each contract year for the following year.

6. Large Item and Appliance Collection

CSD's with appliances or large items to dispose may contract the contractor directly to arrange for pick up. The contractor shall prepare an annual fee list for appliance and large item collection and disposal and submit to the Board of Public Works on or before October 1 of each contract year. Contractor shall direct bill the CSD requesting the service. The contractor shall provide a weekly route list to the City of CSD's requesting large item or appliance collection that have paid for the service. The collection list may be submitted via email.

CSD's ARE NOT required to use the services of the City's contractor for the collection and disposal of large items or appliances. CSD's may contact any hauler of their choice to arrange for disposal. Large items or appliances not to be collected by the City's contractor shall not be placed along the curbside or alley collection point.

ARTICLE IX

INSURANCE AND INDEMNITY

The Contractor shall not commence work under the contract until it has provided requisite proof of insurance required under this section and such insurance coverage has been approved by the Board of Public Works. The Contractor shall furnish the Board of Public Works Certificates of Insurance indicating coverage of the type and amounts required. The Certificate must show the cancellation provision of the policy. No policy is acceptable to the City which can be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation. It is required that each insurance certificate contain a clause substantially as follows: "The policies referred to herein provide that they cannot be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation."

1. **Workers' Compensation and Employees Liability Insurance with Wisconsin Statutory limits.**
2. **General Liability Insurance, with a minimum combined single limit of \$5,000,000.00 for bodily injury and property damage per occurrence.**
3. **Comprehensive Auto and Truck Liability Insurance, including owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000.00 for bodily injury and property damage per occurrence.**
4. **Environmental impairment liability or pollution liability with coverage of at least \$2,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.**
5. **Umbrella Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability.**

Contractor's liability Insurance shall include all operations under the contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, and that Contractor's insurer is liable to the City in at least the amounts required above.

Contractor shall indemnify and hold City forever harmless from and against any loss, claims, charges, expenses, penalties, damages, fines, suits, demands and actions as a result of any act of or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such damages or suits as may be caused by the negligence or willful misconduct of the City of La Crosse.

The City's STANDARD TERMS AND CONDITIONS dated May 2013 are attached and made a part of this contract by reference. Those TERMS and CONDITIONS shall take precedent over any and all conflicting language contained herein.

ARTICLE X

PUBLIC RELATIONS

The Contractor shall leave a notice in the form of a tag and/or printed rules, furnished by City at CSDs with refuse or recyclables not acceptable for collection indicating to the resident why the refuse or recyclable material is not acceptable. The Contractor shall collect refuse and recyclables unless they are clearly and significantly in non-compliance with City requirements. The Contractor shall notify the Director of Public Works and/or his or her designee if unacceptable refuse or recyclables are repeatedly put out for collection at a specific CSD. The City shall take prompt steps to arrange for the correction of such default by the occupant of the premises failing to comply with the terms and conditions of refuse removal.

The Contractor shall maintain a local office and service center with the capacity to repair or if necessary replace damaged carts and equipment. The Contractor shall maintain a public web page and email address and at least two telephone lines, the number(s) of which shall be listed in the local telephone directory. The office shall be staffed in such a manner so as to receive calls and complaints and give information between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays. When a holiday during the week prevents refuse or recycling pickup on that day, the collection for each day's route following the Holiday shall be picked up one day late that week with Friday's route being collected on Saturday. The Contractor's office shall remain open on Saturdays when collections are being made.

In the event of weather conditions or equipment failure or any other cause which might delay or necessitate a change of collection schedule. The Director of Public Works or Recycling Coordinator shall be notified by the Contractor within thirty (30) minutes of the determination that such delay or schedule change may occur.

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the collection and disposal of refuse and for collection and recycling of recyclable materials, and that said contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

ARTICLE XI

ENCUMBRANCE OR SALE OF EQUIPMENT

At the time of the commencement of this contract, the Contractor shall specify to the City all charges of any nature or kind against the equipment to be used in the performance hereof and upon the purchase of additional equipment, shall specify any lien of any nature or kind against such equipment and after once placed in service. The Contractor shall in no way sell, assign or encumber such equipment without first notifying the Board of Public Works and procuring consent of such Board of Public Works for the sale, lease, assignment or encumbrance of the equipment so used.


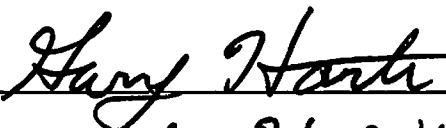
ARTICLE XII

MISCELLANEOUS

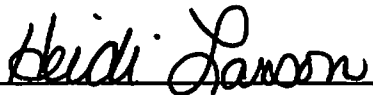

This Contract may not be amended without the written consent of both parties and shall be binding upon the parties hereto, their successors and assigns. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in triplicate original counterparts the day and year first above written.

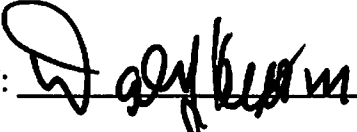

Witness: HARTER'S QUICK CLEAN UP, INC

BY:  BY: 
Date Signed: 6-21-2013 Date Signed: 6-21-2013

Witness: CITY OF LA CROSSE, WISCONSIN

BY:  BY: 
Tim Kabat, Mayor

Date Signed: 6-21-13 Date Signed: June 21, 2013

BY:  BY: 
Teri Lehrke, City Clerk

Date Signed: 6-21-2013 Date Signed: 6-21-13

Approved as to form and execution:


Stephen F. Matty, City Attorney