

CITY OF LA CROSSE

REFUSE AND RECYCLING SERVICES for CITY BUILDINGS and FACILITIES

2014-2020

This Contract made this 12th day of December, 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."

WITNESSETH, 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 all refuse that is currently acceptable at the Xcel Energy French Island Refuse Derived Fuel (RDF) facility as defined by the La Crosse County Flow Control Ordinance.
2. BOARD OF PUBLIC WORKS (BPW) shall mean the City of La Crosse's Board of Public Works.
3. SINGLE STREAM RECYCLING/REFUSE CONTAINER shall mean a metal or plastic 36-48 gallon can, plastic or steel minimum 90 gallon to maximum 100 gallon wheeled container with hinged lids, 2 yard to 8 yard dumpster, or 12 to 40 yard roll-off container used for the purpose of collecting green, brown and clear glass bottles and jars; aluminum cans, steel cans, plastics #1 through #7, paper, cardboard, and other recyclable materials as the BPW may direct and capable of being emptied directly into a truck designated solely for collecting recyclables.
4. DUMPSTER shall mean the larger steel or plastic containers from 1/2 cubic yard to 8 cubic yards capacity with hinged lids capable of being emptied directly into a packer truck with a special hydraulic loading mechanism attached to the truck.
5. Roll-off container shall mean metal 12 to 40 cubic yard open or closed top dumpster with rectangular foot print with wheels to roll dumpster into place. Used for yard waste, metal scrap, single stream recycling or collection of bulky materials.
6. HAZARDOUS MATERIALS shall mean as defined by the Wisconsin Department of Natural Resources.

7. PAPER RECYCLING CONTAINER shall mean plastic or steel containers from minimum 90 gallon up to 8 cubic yards capacity used for the purpose of collecting office paper, newsprint, corrugated cardboard boxes and magazines and capable of being emptied directly into a truck designated for collecting recyclable paper.
8. CAN AND BOTTLE DUMPSTER shall mean roll-off containers located at the city's yard waste site or other city property.
9. RECYCLABLES shall mean those materials designated by the BPW to be recycled. For the purposes of this contract, initially it shall include mixed office paper, newsprint, corrugated cardboard boxes, magazines, glass jars and bottles, tin, aluminum cans, plastics #1 through #7.
10. REFUSE shall mean food waste, garbage, and other solid waste that is not recyclable.
11. UNACCEPTABLE WASTE shall mean waste not acceptable at the Xcel Energy Refuse Derived Fuel Facility on French Island, excluding hazardous materials. This material shall be delivered to the La Crosse County Landfill
12. Yard waste roll-off containers shall mean those containers from the City's yard waste compactors on Isle La Plume or other City yard waste compactor facility.

B. SCOPE OF WORK

The Contractor shall provide and furnish all necessary tools, equipment, garbage bags and labor to perform and complete in a professional manner the following work: Provide and maintain dumpsters, roll-offs, and totes for refuse for specified locations in the City of La Crosse and collect, transport and dispose of, all refuse. Provide and maintain single stream recycling containers, roll-offs, dumpsters, totes and paper recycling containers and collect transport and recycle all recyclables. A program of preventative maintenance and replacement of worn, damaged and malfunctioning equipment owned by the Contractor shall be instituted and carried out by the Contractor. The City shall determine changes in the sizes and emptying frequencies of dumpsters, single stream recycling containers, garbage and recycling cans, roll-offs, totes and paper recycling containers.

The contractor shall hand pick refuse and recycling containers provided by the city at multiple locations throughout the city including but not limited to: parks, north and south side street corners and MTU bus stops. A list will be provided by the city for these locations.

All recyclables collected must be recycled, unless the Board of Public Works grants written approval for other disposal options. All acceptable waste collected shall be delivered to the Xcel Energy French Island Refuse Derived Fuel Facility unless the Board of Public Works grants written approval for delivery to another site. All unacceptable waste collected shall be delivered to La Crosse County's Landfill, unless the Board of Public Works grants written approval for delivery to another site.

The Contractor shall pick up any loose items located in the general vicinity of the dumpsters, single stream recycling containers or paper recycling containers, i.e. acceptable waste that is not in the containers. If necessary, dumpsters will be pulled away from docks, buildings and fences to clean and maintain the area. The contractor's employees shall immediately pick up debris that does not fall into the refuse truck or paper debris that does not fall into the recycling truck or single stream recyclables that do not fall into the recycling truck, while the dumpsters or containers are being emptied immediately. The cost for this service is to be included with the cost quoted per bid submittal. The City shall be responsible for unacceptable waste left in the general vicinity of the dumpsters or single stream or paper recycling containers, i.e. furniture that is not in the containers. The Contractor shall be responsible for unacceptable waste that is in the dumpsters or single stream or paper recycling containers. The cost for this service is to be included with the cost quoted per bid submittal.

The contractor shall provide roll-off containers for large item collection and recycling services during student move out times. These times and durations shall be set by the Board of Public Works annually, and may vary from year to year. The locations and numbers of containers may also vary as directed by the BPW. The contractor shall be compensated for the size and numbers of containers based on the bid proposal.

The Contractor's motor vehicles used for emptying dumpsters shall be restricted to streets, parking lots, combination drive-walks, loading dock areas, and similarly surfaced locations designated by the City. The Contractor's vehicles are not allowed on any lawn areas. The Contractor shall be responsible for repairing/replacing all damaged paved surfaces caused by the Contractor's equipment. Any damages to lawn areas shall be repaired by the City and charged to the Contractor at current rates for labor, equipment and products.

The Contractor is responsible for the costs of any damage or loss to its own equipment and the premises and equipment of the City caused by negligence of the Contractor or his/her employees. Recyclables and refuse must be handled and transported in accordance with all applicable state laws.

C. TERM AND CONTRACT PRICE

The terms and obligations of this contract shall be applicable to refuse and recycling services operated in various and separate locations at various public buildings and facilities.

The term of this contract shall be for seven years beginning January 1, 2014 and ending December 31, 2020.

The first payment for the City of La Crosse services shall be made 30-45 days after commencement of services. Like payments shall be made on or before the fifteenth day of each month for services the preceding month for the life of this agreement. The City shall make monthly contract payments after submittal of monthly invoice from the contractor by the Tuesday before the first Thursday of the month following service. Invoices shall also include weights of all recyclables collected. Failure to include weights will result in delay of payment.

The Contractor shall be responsible for obtaining all required permits, licenses and bonding to comply with all municipal, county, state and federal laws, and shall be responsible for any applicable taxes.

Initial unit prices for dumpster service, roll-off containers, refuse and recycling totes and city supplied refuse and recycling cans shall be in accordance with the prices bid in the bid opening on November 1, 2013. A listing of those items are attached on sheets labeled Refuse and Recycling Collection, Buildings and Facilities, Bid Proposal Form.

The unit prices for furnishing and servicing of refuse dumpsters, single stream recycling containers and paper recycling containers shall be adjusted January first of each year in accordance with the change in the Consumer Price Index (US City Average - All Urban Consumers - All Items) for the twelve months ending in December of that year. The first such adjustment will take effect January 1, 2015. Unit prices adjusted by the change in the Consumer Price Index shall be rounded to the nearest whole cent.



ARTICLE I

COMPONENT PARTS OF THIS CONTRACT

This Contract shall consist of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim:

(a) All applicable regulations of the Health Department of the County of La Crosse, together with the Ordinances of the City of La Crosse, States of the State of Wisconsin, rules and orders established by Wisconsin administrative agencies such as the Department of Natural Resources and the Department of Motor Vehicles governing and controlling the disposition, transportation and care of refuse and recyclables, now in effect or subsequently enacted, and applicable Federal Laws and Regulations.

In the event that any applicable local, state or federal law conflicts with any provision of this contract, such law shall govern.

(b) The contractor's proposal for services.

(c) Standard Terms and Conditions – City of La Crosse – Revised May, 2013

ARTICLE II

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 permit or a valid Wisconsin commercial Driver's License if required. The Contractor shall submit a list of employees and their addresses and phone numbers to the Board of Public Works annually. In no event shall the Contractor or its employees be considered employees of the city or an agency of the City. 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.

ARTICLE III

ASSIGNMENT

This contract shall not be transferred or assigned without the express written consent of the City.

ARTICLE IV

COMPLAINTS AND CANCELLATION

The Contractor shall cure any defaults of any provision of this Contract within five (5) working days following written notice from the City. The City may cancel the contract if such default is not cured within five (5) working days of written notice.

ARTICLE V

EQUIPMENT TO BE FURNISHED

All materials, equipment and supplies provided to the City shall comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, and all applicable OSHA standards. During the course of performing the services necessary to satisfy the requirements of this bid, the Contractor is fully liable for public and private protection while work is in process or at any disposal site exposed as a potential hazard. The Contractor shall provide warning devices and/or signs which shall be prominently installed, displayed and in working condition and be fully in compliance with the aforesaid safety regulations.

Trucks and other equipment for collecting refuse shall have a tightly closed body to keep to a minimum the nuisance or odors during collection and must be water tight to prevent spilling of wet residue or refuse from the truck or other equipment body onto the streets, alleys or grounds. Trucks and other equipment for collecting recyclables shall have a tightly closed body to prevent any spilling of broken glass or the escape of any loose papers. The name of the Contractor shall be prominently displayed on all trucks used for this contract. The Contractor shall maintain all of its equipment in good working condition and appearance at all times.

Type of equipment to be used must be approved by the Board of Public Works. The Contractor shall have ready access to adequate equipment to assure compliance with dumpster and recycling servicing schedules with one collection vehicle out of service.

The Contractor shall furnish dumpsters, roll-offs and single stream recycling containers and paper recycling containers as shown on the attached Exhibits. The dumpsters, roll-offs and tote recycling containers must be maintained in good condition, free of exterior rust and holes, and shall be cleaned and disinfected semi-annually to prevent odors, schedule of cleaning shall be submitted by contractor by January 1st of each year. All dumpsters and both types of recycling containers shall be leak, vermin and rodent proof. Dumpsters provided by the Contractor must be new or reconditioned at the time of initial installation under this contract. City will provide yard waste and can and bottle roll-offs as well as down town refuse and recycling cans.

ARTICLE VI

SCHEDULE OF CONTAINER SERVICING

The Contractor shall service the containers according to a schedule designated by the City. An initial schedule of service for dumpsters, roll-offs, city cans and tote recycling containers are shown on Exhibits A, B, C, D, and E for municipal collections. The schedule is subject to change by the City if deemed necessary. There shall be no charge for servicing dumpsters that are empty even if the dumpster is scheduled to be emptied. The City shall not be responsible for paying for services not scheduled or requested.

Service of dumpsters shall include emptying the refuse from the dumpsters and hauling the refuse to the Xcel Energy French Island RDF facility, or the La Crosse County Landfill. The Contractor shall be responsible for costs of servicing the dumpsters, including the hauling and emptying the dumpsters. The Contractor is responsible for paying the disposal costs (tipping fees) for City facility dumpsters. Acceptable waste from the City facilities dumpsters may be co-mingled with other acceptable waste from other commercial accounts to be delivered to Xcel Energy's RDF facility. Acceptable waste collected under this contract may not be mixed with unacceptable waste from other facilities. Acceptable waste collected under this contract may not be mixed with unacceptable waste from other commercial accounts. Any unacceptable waste collected must be taken to the La Crosse County Landfill.

Weight slips or other appropriate documentation from processors, brokers or manufacturers to whom the recyclables were delivered shall be provided monthly to the City as proof of recycling. The Contractor is required to recycle all materials collected and shall retain any value of the recyclables whether such value is negative or positive. The Contractor must collect a composite load from single stream recycling containers twice per year and must break out the weights of the separate component recyclables to gain representative weights of the recyclables. The contractor must collect a composite load from paper recycling containers twice per year and determine the weight of the paper by the total cubic yards of the containers emptied. These weights shall be reported to the Recycling Coordinator unless another method is approved by the Recycling Coordinator to gain representative weights of the materials collected. The loads of recyclables to be weighed under the above sentences shall not be co-mingled with recyclables from other sources. At other times the recyclables collected under this contract may be co-mingled with recyclables collected from other sources. The weight of each weighed load of recyclables collected shall be recorded and reported to the City, along with the total number of loads collected monthly to allow estimation of total recyclables collected.

If the number of containers, size or frequency of service of any dumpster is changed by the City, the payment will be adjusted in accordance with the prices provided on the bid proposal effective for the first full month in which the change was in effect.

Based on Exhibits A, B, C, D, and E the Contractor will supply a schedule of weekly collections including which dumpster and recycling container is to be picked up what day of the week and the approximate time of the day. The schedule shall be the same every week for the length of this contract. If any changes must be made, the Contractor shall notify the City in advance and the City must agree on the changes. The initial schedule shall be given to the City prior to the start of the contract.

ARTICLE VII

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 the Board of Public Works has approved such insurance coverage. The Contractor shall furnish the Board of Public Works Certificates of Insurance indicating coverage of the type and the amounts required. The Certificate must show the cancellation provision of the policy. No policy is acceptable to the City that can be cancelled by the insurer in less than thirty (30) days after the insurance 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 insurance and the City have received written notice of such cancellation."

1. Worker's 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 per occurrence for bodily injury, personal injury and property damage in excess coverage carried for commercial general liability and automobile liability.

Contractor's Liability Insurance shall include all operations under the contract whether such operations are 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. All insurance shall be provided by firms rated B or better in Best's Guide latest edition and licensed to do business in the State of Wisconsin.

Contractor shall indemnify and hold City forever harmless from and against any loss, claims, charges, expenses, penalties, 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.

ARTICLE VIII

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 date and year first above written.

WITNESS:

Sam R. Paulin

BY: Amy Harter

Title: President

WITNESS

Dan Brown

CITY OF LA CROSSE

BY: Tim Kabat
Tim Kabat, Mayor

Dan Brown

BY: Teri Lehrke
Teri Lehrke, City Clerk

Approved as to form and execution:

Stephen F. Matty
Stephen F. Matty, City Attorney

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
 2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
 3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
 4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
 5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.
 6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.
 7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
 8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.
 9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
 10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
 11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
 12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.
 13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.
 14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
 - 1) Commercial General Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury and property damage;
 - 2) Automobile Liability Insurance of not less than \$5,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
 - 3) Environmental Impairment Liability or Pollution Liability Insurance of not less than \$2,000,000.00 per occurrence;
 - 4) 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; and
 - 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.
- On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.
15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.
- Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.
 17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
 18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
 19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
 20. **NOTIFICATION.** Contracting Party shall:
 - (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
 - (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
 - (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.
 21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse.

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit

within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised: May 2013

REFUSE & RECYCLING COLLECTION
BUILDINGS AND FACILITIES
CITY OF LA CROSSE, WISCONSIN
PROFESSIONAL SERVICES PROPOSAL

Proposal Opening 1:00 PM, Friday, November 1, 2013.

All proposals shall be returned to the following address:

City Clerk
City Hall
400 La Crosse Street
La Crosse, WI 54601

Proposals shall be in a sealed envelope, and the outside of the envelope shall be clearly marked **PROPOSAL FOR REFUSE & RECYCLING COLLECTION BUILDINGS AND FACILITIES**". All proposals shall be valid for at least 90 days from the date of the bid opening. All proposals shall be accompanied by a Bid Bond, Certified Check, or Cashier's Check payable to the City of La Crosse for not less than \$10,000. A completed BIDDER'S PROOF OF RESPONSIBILITY AND PREQUALIFICATION must be on file with the City prior to submitting a proposal. Proposals received from contractors/haulers that do not have the required prequalification shall be returned unopened. Proposals will be opened in the 5th Floor Conference Room in City Hall, but must be submitted to the Clerks office prior to opening.

All proposals shall be based on compliance with the terms of the proposed contract titled "CITY OF LA CROSSE – REFUSE AND RECYCLING SERVICES for CITY BUILDINGS and FACILITIES – 2014-2020".

Exhibits 'A', 'B', 'C', 'D', and 'E' of the RFP are initial sites and service requirements. Contract award shall be based on the total weekly cost of those services. The City reserves the right to modify the service locations, container sizes, and frequencies as necessary. The contractor's proposed service rates shall be used in all changes and modifications.

The signed Contract must be returned within 30 days of notice of award of contract. The requisite Performance Bond, Letter of Credit, Cash Deposit, Certified Check, or Certificate of Deposit, and the Certificate of Insurance must be provided not less than 30 days prior to the start of services.

This proposal is submitted by:

Company Name Harter's Quick Clean-Up

REFUSE COLLECTION PROPOSAL

REFUSE COLLECTION – DUMPSTERS, ROLL-OFF'S, TOTES & CANS:

Enter the cost per month, per City facility stop for weekly refuse collection. The cost for garbage can pick-up should include supplying and replacing the bags each time where bags previously exist.

<u>Container size</u>	1 pick-up weekly	2 pick-ups weekly	3 pick-ups weekly	4 pick-ups weekly	5 pick-ups weekly	6 pick-ups weekly	7 pick-ups weekly
Garbage can 36-48 gal.	\$ 13	\$ 29	\$ 45	\$ 55	\$ 58	\$ 61	\$ 63
95 gallon tote	\$ 21	\$ 45	\$ 68	\$ 91	\$ 114	\$ 137	\$ 150
2 yard dumpster	\$ 54	\$ 108	\$ 162	\$ 216	\$ 270	\$ 324	\$ 378
4 yard dumpster	\$ 89	\$ 178	\$ 267	\$ 356	\$ 445	\$ 534	\$ 623
6 yard dumpster	\$ 147	\$ 228	\$ 335	\$ 482	\$ 629	\$ 776	\$ 923
8 yard dumpster	\$ 169	\$ 338	\$ 507	\$ 676	\$ 845	\$ 1014	\$ 1183
12 yard roll-off	\$ 90	\$ 180	\$ 270	\$ 360	\$ 450	\$ 546	\$ 630
20 yard roll-off	\$ 90	\$ 180	\$ 270	\$ 360	\$ 450	\$ 546	\$ 630
30 yard roll-off	\$ 100	\$ 200	\$ 300	\$ 400	\$ 500	\$ 600	\$ 700
40 yard roll-off	\$ 110	\$ 220	\$ 330	\$ 440	\$ 550	\$ 660	\$ 770

RECYCLING COLLECTION PROPOSAL

RECYCLING COLLECTION - WEEKLY COLLECTION OF RECYCLABLES:

Enter the cost per month, per City facility stop for weekly recycling collection. The cost for recycle can pick-up should include supplying and replacing the bags each time.

<u>Container size</u>	1 pick-up weekly	2 pick-ups weekly	3 pick-ups weekly	4 pick-ups weekly	5 pick-ups weekly	6 pick-ups weekly	7 pick-ups weekly
Recycle can 36-48 gal.	\$ 13	\$ 29	\$ 45	\$ 55	\$ 58	\$ 61	\$ 63
95 gallon tote	\$ 13	\$ 63	\$ 65	\$ 67	\$ 69	\$ 71	\$ 73
2 yard dumpster	\$ 39	\$ 68	\$ 97	\$ 126	\$ 155	\$ 184	\$ 234
4 yard dumpster	\$ 56	\$ 94	\$ 132	\$ 170	\$ 208	\$ 246	\$ 306
6 yard dumpster	\$ 66	\$ 109	\$ 152	\$ 195	\$ 238	\$ 281	\$ 346
8 yard dumpster	\$ 78	\$ 126	\$ 174	\$ 222	\$ 270	\$ 318	\$ 388
12 yard roll-off	\$ 90	\$ 180	\$ 270	\$ 360	\$ 450	\$ 546	\$ 630
20 yard roll-off	\$ 90	\$ 180	\$ 270	\$ 360	\$ 450	\$ 546	\$ 630
30 yard roll-off	\$ 100	\$ 200	\$ 300	\$ 400	\$ 500	\$ 600	\$ 700
40 yard roll-off	\$ 110	\$ 220	\$ 330	\$ 440	\$ 550	\$ 660	\$ 770

PAPER AND CARDBOARD RECYCLING COLLECTION PROPOSAL

Enter the cost per month, per City facility stop for weekly paper / cardboard recycling collection.

<u>Container size</u>	1 pick-up weekly	2 pick-ups weekly	3 pick-ups weekly	4 pick-ups weekly	5 pick-ups weekly	6 pick-ups weekly	7 pick-ups weekly
95 gallon tote	\$ 11	\$ 22	\$ 33	\$ 44	\$ 55	\$ 66	\$ 77
2 yard dumpster	\$ 19	\$ 38	\$ 57	\$ 76	\$ 95	\$ 114	\$ 133
4 yard dumpster	\$ 22	\$ 44	\$ 66	\$ 88	\$ 110	\$ 132	\$ 154
6 yard dumpster	\$ 30	\$ 60	\$ 90	\$ 120	\$ 150	\$ 180	\$ 210
8 yard dumpster	\$ 40	\$ 80	\$ 120	\$ 160	\$ 200	\$ 240	\$ 280
12 yard roll-off	\$ 85	\$ 170	\$ 255	\$ 340	\$ 425	\$ 560	\$ 695
20 yard roll-off	\$ 85	\$ 170	\$ 255	\$ 340	\$ 425	\$ 560	\$ 695
30 yard roll-off	\$ 95	\$ 190	\$ 285	\$ 380	\$ 475	\$ 620	\$ 765
40 yard roll-off	\$ 105	\$ 210	\$ 315	\$ 420	\$ 525	\$ 630	\$ 735

YARD WASTE BOX COLLECTION PROPOSAL

Enter the cost per tip, including haul and labor. (City owned)

40 yard enclosed roll-off box. \$ 110**RECYCLING BOX COLLECTION PROPOSAL**

Enter the cost per tip, including haul, recycling fees and labor. (City owned)

20 yard enclosed roll-off box. \$ 110**METAL DUMPSTER COLLECTION PROPOSAL**

Enter the cost per tip, including haul and labor. (Contractor supplied)

20 yard roll-off box. \$ 110 40 yard roll-off box. \$ 140**ROLL-OFF CONTAINERS FOR STUDENT MOVE-OUT**

Enter the cost per tip, including haul and labor. (Contractor supplied)

Enter the cost per tip, including haul and labor.

20 yard roll-off box. \$ 135 40 yard roll-off box. \$ 155

Company Name: Hartner's Quick Clean-Up Inc

REFUSE & RECYCLING COLLECTION BID PROPOSAL
CITY OF LA CROSSE

EXHIBIT A	BID PROPOSAL	\$	<u>643.55 + 59.55 = 703.10</u>
EXHIBIT B	BID PROPOSAL	\$	<u>45.85 + 92.65 = 138.50</u>
EXHIBIT C	BID PROPOSAL	\$	<u>87.87</u>
EXHIBIT D	BID PROPOSAL	\$	<u>785.81</u>
EXHIBIT E	BID PROPOSAL	\$	<u>226.69</u>
TOTAL BID PROPOSAL	weekly cost	\$	<u>1,941.97</u>

The City of La Crosse reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City in the City's sole determination. The contract will be awarded to a single contractor based on consideration of bid prices, the alternate bids, if any, selected by the City, and contractor qualifications. The City reserves the right to adjust frequency of collection or the size of container used in all areas based on City facility needs. Compensation to the contractor shall be based on the bid unit prices.

ADDENDA NUMBER(S) ARE HEREBY ACKNOWLEDGED: _____
(Addendums are changes or additions to the bid specifications sent out after the original specifications are sent to prospective bidders)

PRINT COMPANY NAME Hartner's Quick Clean-Up Inc

PRINT ADDRESS 2850 Lawson St
La Crosse WI 54603

PHONE 782-2082 E-MAIL GHarter@Hartners.net

SIGNATURE Gary Harter DATE 10-1-13

PRINT NAME & TITLE Gary Harter Prps

EXHIBIT A

City Buildings, Refuse and Recycling Container Needs

<u>Location</u>	<u>REFUSE-YEAR ROUND</u>			<u>Cost</u>
	<u># of containers</u>	<u>Size</u>	<u># of weekly pick-up</u>	
Airport	1	6 yd.	3	- 77.91
Airport-tar shed	1	6 yd.	1	- 34.19
Airport	1	2 yd.	1	- 12.56
City Hall	1	6 yd.	2	- 54.42
Fire Station #3-Green Bay	1	2 yd.	1	- 12.56
Fire Station #1-Main	1	4 yd.	1	- 20.70
Fire Station #2-Monitor	1	2 yd.	1	- 12.56
Fire Station #4-Gillette	1	2 yd.	1	- 12.56
Library-Main	1	4 yd.	5	- 87.68
Library-North Branch	1	2 yd.	1	- 12.56
Library-South Branch	1	2 yd.	1	- 12.56
Municipal Service Center	1	6 yd.	5	- 124.66
Myrick Park-Eco Park	1	4 yd.	1	- 20.70
Myrick Pump Station-Water Dept.	1	4 yd.	1	- 20.70
Transit Utility	1	2 yd.	1	- 12.56
Waste Water Utility	1	4 yd.	1	- 20.70
Police Station #2-North Side	1	95 gal.	1	- 4.89
Forrest Hills-shop	1	6 yd.	1	- 34.19
Forrest Hills-club house	1	6 yd.	1	- 34.19
Black River Beach House	1	4 yd.	1	- 20.70
TOTAL COST:				<u>643.55</u>

REFUSE-SEASONALWINTER

<u>Location</u>	<u># of containers</u>	<u>Size</u>	<u># of weekly pick-ups</u>	<u>Cost</u>
Green Island Ice Arena	1	6 yd.	1	- 36.52

SUMMER

<u>Location</u>	<u># of containers</u>	<u>Size</u>	<u># of weekly pick-ups</u>	<u>Cost</u>
Pettibone Park	1	4 yd.	1	- 23.03
TOTAL COST:				<u>59.55</u>

EXHIBIT B:

RECYCLING-OFFICE PAPER-YEAR ROUND

<u>Location</u>	<u># of containers</u>	<u>Size</u>	<u># of weekly pick-ups</u>	<u>Cost</u>
Airport	2	95 gal.	1 -	5,12
City Hall	1	6 yd.	1 -	6,98
Fire Station #3-Green Bay	1	95 gal.	1 -	2,56
Fire Station #1-Main	1	2 yd.	1 -	4,42
Fire Station #2-Monitor	1	95 gal.	1 -	2,56
Fire Station #4-Gillette	1	95 gal.	1 -	2,56
Library-Main	1	2 yd.	2 -	4,42
Municipal Service Center	1	6 yd.	2 -	6,98
Waste Water Treatment	1	4 yd.	1 -	5,12
Myrick-Eco Park	1	95 gal.	1 -	2,56
Black River Beach House	1	95 gal.	1 -	2,56
Total Office Paper Recycling Cost:				45,85

RECYCLING-GLASS, ALUMINUM, PLASTIC & TIN-YEAR ROUND

<u>Location</u>	<u># of containers</u>	<u>Size</u>	<u># of weekly pick-ups</u>	<u>Cost</u>
Airport	1	4 yd.	1 -	13,03
City Hall	1	6 yd.	1 -	15,35
Fire Station #3-Green Bay	1	95 gal.	1 -	3,03
Fire Station #1-Main	2	95 gal.	1 -	6,05
Fire Station #2-Monitor	1	95 gal.	1 -	3,03
Fire Station #4-Gillette	1	95 gal.	1 -	3,03
Municipal Service Center	1	2 yd.	2 -	15,82
Waste Water Treatment	1	95 gal.	1 -	3,03
Myrick-Eco Park	1	95 gal.	1 -	3,03
Black River Beach House	1	95 gal.	1 -	3,03
Myrick Park Pump Station-Water Dept.	2	95 gal.	1 -	6,05
City Hall	2	95 gal.	1 -	6,05
Forrest Hills-shop	1	95 gal.	1 -	3,03
Forrest Hills-club house	1	95 gal.	1 -	3,03
Transit Utility	1	95 gal.	1 -	3,03
Police Station #2-North Side	1	95 gal.	1 -	3,03

Total Glass, Aluminum, Plastic, Tin Recycling Cost: 92.65

**EXHIBIT: C Bus Stops Shall Be Collected Weekly
Bus Stop Locations with Trash Containers**

Monday Bus Stops with Trash Containers

- Monitor St. & Copland Ave
- Windsor St. & Liberty St.
- Clinton St. & Caledonia St.
- Charles St. & Palace St.
- Caledonia St. & Sill St.
- St. Andrew St. and George St. (2 trash containers, one on either side of George St.)
- Taylor St. & Hamilton St.
- Gillette St & Onalaska Ave (Logan H.S.)

Tuesday Bus Stops with Trash Containers

- 5th & State (2)
- 7th St (by Gundersen Hospital)
- Cass St. & 11th St. (2 trash containers – one on either side of Cass St.)
- 1740 State St (Roncalli Newman Center)

Wednesday Bus Stops with Trash Containers

- 7th St. & Jackson St.
- 6th St. & Division St.

Thursday Bus Stops with Trash Containers

- East Ave & Shelby Road
- Ward Ave and Losey Blvd
- 33rd St. & Mormon Coulee Rd. (south side of 33rd St.)
- Losey Blvd (by village)
- Losey Blvd (by Central High School)
- Losey Blvd (by K-Mart)
- Mormon Coulee Rd by new Super Wal-Mart (2 cans)
- Mormon Coulee Rd (East side, by traffic lights)

Friday Bus Stops with Trash Containers

- Losey Blvd (by Coulee State Bank)
- West Ave. & Green Bay St.
- Ward Ave. and South Ave.

29 Bus stop @ 3.03 = 87.87

Total Proposed Bus Stops: 87,87

EXHIBIT: D

Park Department Refuse and Recycling needs.

Riverside Park: 16 garbage cans & 1 contractor supplied recycle tote, 7 days a week.

Houska Park: 10 garbage cans & 1 contractor supplied recycle tote, 7 days a week.

Copeland Park: 12 garbage cans & 1 contractor supplied recycle tote, 7 days a week.

Myrick Park: 12 garbage cans & 1 contractor supplied recycle tote, 7 days a week.

Veteran's Memorial: 8 garbage cans, 7 days a week.

Boat Landing wash stations

Veteran's Memorial Park (West Copeland): 1 each, contractor supplied refuse & recycling totes, once a week.

Copeland East: 2 each, contractor supplied refuse & recycling totes, once a week.

South 7th Street: 1 each, contractor supplied refuse & recycling totes, once a week.

Total Proposed Park Department: 785.81

EXHIBIT: E**Street Corners with Refuse and Recycling containers.**

<u>Street Location</u>	<u>#Refuse</u>	<u>#Recycling</u>	<u>Cost</u>
Caledonia & Windsor	1	1	- 6.04
Caledonia & St. Paul	2	1	- 9.07
Caledonia between St. Paul & Clinton	2	0	- 6.05
Caledonia & Clinton	3	1	- 12.09
State St. & 6 th	1	0	- 3.02
6 th & Main	2	0	- 6.05
5 th & King	1	0	- 3.02
5 th & Jay	2	1	- 9.07
5 th & Main	4	1	- 15.11
Front & Vine	2	0	- 6.05
2 nd & King	1	0	- 3.02
2 nd & Jay	3	0	- 9.07
2 nd & Pearl	2	1	- 9.07
2 nd & Main	1	1	- 6.04
2 nd & State	2	0	- 6.05
3 rd & Badger	1	0	- 3.02
3 rd & Vine	2	0	- 6.05
3 rd & State St.	3	1	- 12.09
3 rd & Main	4	1	- 15.11
3 rd & Pearl	4	1	- 15.11
4 th & King	1	0	- 3.02
4 th & Jay	4	1	- 15.11
4 th & Pearl	4	1	- 15.11
4 th & Main	4	1	- 15.11
4 th & State St.	2	0	- 6.05
Pearl between 2 nd & 3 rd	2	0	- 6.05
Jay between Front & 2 nd	1	0	- 3.02
King between Front & 2 nd	1	0	- 3.02

TOTAL PROPOSED STREET CORNERS COST : 226.69