

CITY OF LA CROSSE

REFUSE AND RECYCLING SERVICES for CITY BUILDINGS and FACILITIES

2014-2020

This Contract made this ____ day of _____, 2014, by and between _____ 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 on or before February 15, 2014. 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 and D 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 and D, 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 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:

_____ BY: _____
Title: _____

WITNESS

CITY OF LA CROSSE

_____ BY: _____
Tim Kabat, Mayor

_____ BY: _____
Teri Lehrke, City Clerk

Approved as to form and execution:

Stephen F. Matty, City Attorney