

2020-11
CITY OF EDGERTON, WISCONSIN
REFUSE AND RECYCLABLES COLLECTION

The CITY OF EDGERTON requests bids for collection, transportation, disposal, and processing of refuse, recyclables, and other specialty waste from qualified vendors.

The City seeks a 5-year contract with an option to renew an additional 5-years.

There are currently 1,899 units for trash collection in the City and 1,923 recycling units. Recent total tonnage collected is provided in Appendix A.

The City reserves the right in its sole discretion to reject any and all Bids, to waive any and all informalities, and to negotiate contract terms with the selected provider.

Any questions regarding this proposal should be directed to Ramona Flanigan, City Administrator, at (608) 884-3341 or rflanigan@cityofedgerton.com.

A formal bid opening will take place on Wednesday, September 16, 2020, at 11:00 AM at:

Edgerton City Hall
12 Albion St
Edgerton, WI 53534

Bids shall be submitted to the above address in a sealed envelope ON THE ATTACHED BID FORM and clearly marked: "CITY OF EDGERTON REFUSE / RECYCLING BID - ATTENTION RAMONA FLANIGAN, CITY OF EDGERTON". Details of the work included in the Bid is described in the Contract attached to this document.

The undersigned, having become familiar with the local conditions affecting the cost of the work, the general contract provisions, the contract work specifications, and any addenda, hereby proposes to provide all labor, materials, necessary tools, equipment, containers, and transportation services necessary to complete, in a workmanlike manner, all of the work required for the collection and disposal of refuse from one, two, three and four family residences, and government buildings as listed in the contract work specifications, including the recycling of various materials.

Bid shall be made with the full knowledge of the kind, quality and quantity of the work and materials required and after personal investigation and examination of the local conditions and accessibility of the work. In submitting the Bid, Contractor agrees that it will enter into the attached Agreement, which may only be modified by mutual agreement of the City and the Contractor, and further agrees that it will furnish all required insurance and sureties to perform the work as outlined in the Contract Documents and in accordance with the schedule of contract fees.

Award of the contract to the successful contractor shall be based upon the Bid determined to be the best value to the City. Bids must remain firm once submitted and may not be withdrawn for a period of sixty (60) days.

**City of Edgerton
Bid Form**

The following prices are effective January 1, 2021.

RESIDENTIAL UNITS 2021

Monthly Roadside Automated Refuse Collection/Transport _____ \$ /unit
(weekly - 52 collections)

Monthly Roadside Automated Recycling Collection/Transport _____ \$ /unit
(bi-weekly - 26 collections)

SUBSEQUENT YEARS (2022-2025) PRICE ADJUSTMENT

Unless other prices are provided by the Contractor, effective January 1, 2021 and each January 1st through December 2025, the rates and fees as detailed above shall be adjusted by the percentage of increase or decrease as determined by the annualized US CPI Urban Consumer – Garbage and Trash Collection Services Index. This adjustment shall have a cap as set by the contractor below.

Annual CPI adjustment Cap for years 2022 through December 2025: _____ (____%) percent.

IF CONTRACTOR IS NOT USING THE CPI, THEN PROVIDE ADDITIONAL SHEETS WITH CHARGES AND FEES FOR EACH YEAR.

SPECIAL EVENTS AND SERVICES.

Refuse Containers (30 yd min., placed, removed) \$ _____/unit

Disposal of Above Refuse \$ _____/ton

NOT PREVIOUSLY SCHEDULED CALLED IN PICKUP \$ _____/ton

ALTERNATES:

List any services included in the Bid that do not conform to the requested services (Add more pages if needed):

_____.

Alternatives to the services listed in this Bid document that create cost savings for the City:

Alternative #1 Description: _____

Alternative #2 Description: _____

Reduce base bid by this amount for Alternative #1: \$ _____

Reduce base bid by this amount for Alternative #2: \$ _____

CITY OWNED BUILDINGS/FACILITIES INCLUDED IN THE MONTHLY COLLECTION FEE

Monthly Refuse Collection/Transport

Edgerton Police Station - 215 W Fulton Street 1 - 96 gallon cart
Public Works and Water Garages - 315 W High Street 1 - 6 yard dumpster (emptied 2 times per week)
Library - 101 Albion Street 1 - 6 yard dumpster
Aquatic Center - 312 N Main Street 2 - 2 yard dumpster (4 months / year)
Edgerton City Hall - 12 Albion Street 1 - 96 gallon cart
Racetrack Park - 1005 Stoughton Road 2-6 yard dumpsters (emptied 3 times per week from May - September and 1 time per week October –April)
Fassett Cemetery 2005 S Main Street 1-6 yard dumpster
Wastewater treatment plant - 500 Highway Street 2 - 1 yard dumpsters
Downtown refuse cans

Monthly Recycling Collection/Transport

Edgerton Police Station - 215 W Fulton Street 1 - 96 gallon cart
Public Works and Water Garages - 315 W High Street 2-96 gallon carts
Library - 101 Albion Street 1 - 96 gallon cart
Aquatic Center - 312 N Main Street 2-96 gallon carts (4 months / year)
Edgerton City Hall - 12 Albion Street 1 - 96 gallon cart
Racetrack Park - 1005 Stoughton Road 1 - 2 yard dumpster
Wastewater treatment plant - 500 Highway Street 1 - 96 gallon cart
Downtown recycling cans

MISCELLANEOUS ITEMS INCLUDED IN THE MONTHLY FEE

Waste Oil	Drop Off at Municipal Garage, staffed by Contractor once a month for three hours
White Goods/Large Items (not to exceed 800 lbs)	Curbside Collection, twice a month, no call-in required
Lead Acid Batteries	Drop off at Municipal Garage, staffed by Contractor once a month for three hours
Electronics	(2) drop-off collections per year
Tires	Not included in contract

**City of Edgerton
Bid Form**

Authorized Representative Signature

Date

Company

Email Address

Phone Number

EXAMPLE CONTRACT

SECTION I

THIS AGREEMENT MADE this _____ day of _____, 2020, by and between _____ hereinafter called the "Contractor" and the City of Edgerton, Wisconsin, hereinafter called the "City"; WITNESSETH, that the Contractor and the City, for the consideration stated herein agree as follows:

SECTION II GENERAL CONTRACT PROVISIONS

DEFINITIONS. The terms as used in these contract documents are as follows:

"Brush" - logs, branches, trunks, stumps of removed or partially removed trees, hedge, or bushes.

"City" - The City of Edgerton.

"City Municipal Buildings" - City Hall - 12 Albion Street; Edgerton Police Station - 215 W Fulton Street; Public Works Garage - 315 and 415 W High Street; Library - 101 Albion Street; Aquatic Center - 312 N Main Street; Racetrack Park - 1004 Stoughton Road; Fassett Cemetery - 2005 S Main Street; Wastewater Utility - 500 Highway Street, garbage and recycling cans in downtown.

"City Administrator" - the Edgerton City Administrator or a designee.

"Commercial waste" - solid waste material resulting from the operation of a business, store, school, church, club, lodge, apartment and multiple-family complex of five units or more, and similar enterprises, and includes garbage, rubbish, and other solid materials incidental thereto.

"Composting" - the controlled biological reduction of organic waste to humus.

"Construction or demolition waste" - waste resulting from building construction, alterations or repair, dirt from excavation, plumbing, heating or similar alterations or replacements.

"Contractor" - The person, persons, firm or corporation, including the agents, employees, workers, or assignees of said contract, to whom the contract is awarded by the City and who is subject to the terms of said contract.

"Director" - The Municipal Services Director of the City of Edgerton as appointed by the City Council of the City of Edgerton or a designee.

"Disposal Site" - Landfill, composting center, recycling material recovery center, etc.

"Domestic waste" - solid waste material resulting from the usual and customary routine of residential housekeeping and includes garbage and rubbish.

"Garbage" - all waste, animal, fish, fowl, or vegetable matter incidental to and resulting from the use, preparation and storage of food for human consumption.

"Garden waste" - shall include all annual, perennial and weed plant material contained within a vegetable or flower garden.

"Green grass clippings" - grass clippings resulting from the mowing of lawns.

"Kitchen waste" - shall be any uncooked plant matter not contaminated by or containing meat, fish and or dairy products.

"Leaves" - shall mean none woody fallen tree material.

"Multi-family Residence" - Any residential type structure having more than four families in rented separate living units.

"Newsprint" - shall mean a common and inexpensive machine finished paper made chiefly from wood pulp and used for newspapers and paper material from mailings and gray board.

"Project" - The entire area proposed by the City to be serviced in whole or in part pursuant to the contract.

"Recyclables" - shall be all materials subject to recycling under Wis. Stats, ch. 287 and any changes or amendments thereto during the term of this Contract, including newsprint, boxes, cartons, office paper, glass, aluminum, tin, electronic waste, and plastic (grades 1 to 7).

"Recycling" - The act of removing recyclable items from the general waste stream, prohibiting its entrance into a landfill.

"Refuse" - shall include rubbish, solid waste, garbage, kitchen waste, and domestic waste.

"Rubbish" - is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and not recyclable. Includes, excelsior, ashes, cinder, metals, and rubber; and non-recyclable glass, china, metal, plastics and paper.

"Rubble" - Broken fragments of rock, masonry, stone, or other building material.

"Single/two/three/four-family Residence" - Any residential structure wherein less than 5 families reside in separate living units.

"Solid waste" - domestic waste resulting from domestic use activities, **excluding** recyclables, toxic wastes, medical waste, hazardous materials, hazardous wastes or hazardous substances (as further defined under state and federal law), construction or demolition waste that does not fit in the waste cart, rubble that does not fit in the waste cart, green grass clippings, garden waste, leaves, and brush

"Subcontractor" - A person, firm or corporation, including the agents, employees, workers, or assignees of said Contractor, other than the contractor supplying labor and materials or labor only on the work site of the project.

"Surety" - The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the performance of the contract.

"Thatch" - is a mat of un-decomposed dead grass plants accumulated next to the soil in a lawn.

"Unit: - A Unit is a housing unit. For example: all single family housing units are considered one Unit, duplex structures are considered two Units and so forth when determining Unit counts.

"Work" - All work, including materials, labor, supervision, and use of equipment necessary to complete the project in full compliance with the terms of the contract.

"Waste tires" - means tires that are no longer suitable for its original purpose because of wear, damage or defect.

"White goods/major appliances" - includes refrigerators, freezers, dishwashers, air conditioners, ranges/stoves, washing machines, dryers, water softeners, trash compactors, dehumidifiers, water heaters, microwave ovens, furnaces, boilers, and ovens.

"Yard Waste" - Waste limited to what is grown and/or produced on a residential property. Including, but not limited to: branches, leaves, logs, stumps, weeds, mulch, thatch, and brush, but not including green grass clippings.

2. SCOPE OF WORK. The Contractor shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the collection and processing/disposal of all recyclables and refuse in the City of Edgerton, Wisconsin, for a period of five (5) years, commencing on January 1, 2021 and terminating on December 31,

2025, all in accordance with the general contract provisions and contract work specifications.

For this purpose of this contract all single family units are considered one unit, duplex units are considered two units and so forth when determining unit counts.

3. **CONTRACT SECURITY.** To guarantee completion of this contract and the provisions contained herein, the Contractor attaches hereto and makes apart hereof a performance bond on the form attached or an irrevocable letter of credit on a form approved by the City Attorney, in the sum of \$200,000.00 duly executed by the Contractor and a surety licensed by the State of Wisconsin or a lending institution.

4. **CONTRACTORS INSURANCE.** The Contractor shall not commence work under this contract until all insurance is obtained as required under this subsection and shall not commence work until such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on the subcontract until all similar insurance has been obtained by the subcontractor, and approved by the City.

A. **Worker's Compensation Insurance**

The Contractor shall obtain and maintain, during the life of this contract and before any work is commenced, Worker's Compensation Insurance for all employees employed on the project. In the event any work is sublet, the contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees is engaged in work under this contract at the project site, and is not protected under the Worker's Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of employees not protected by the Worker's Compensation Statute.

B. **Public Liability and Property Damage Insurance**

The Contractor shall obtain and maintain, during the life of this contract, such public liability and property damage insurance as shall protect the contractor, any subcontractor, and the City during the performance of work covered by this contract. Public liability and property damage insurance shall include, but is not limited to, claims for damages from personal injury, including accidental death, and claims for property damage, which may arise from operation under this contract. The coverage for insurance is the responsibility of the contractor, whether such operations are undertaken by contractor, or by any subcontractor, or by anyone directly or indirectly employed by any contractor or sub-contractor in such manner as to impose liability on the City. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the contractor, subcontractors, agents, workers, or assignees of the said contract, or in their performance, or failure to perform any provisions of the contract or of the law, the contractor shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subject, or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the contractor shall indemnify the City for any loss and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law, ordinance or regulation, the infringement of any patent,

trademark, trade name or copyright.

- C. Comprehensive General Liability and Property Damage Insurance
The Contractor shall not commence work on this contract until obtaining all insurances required under this paragraph and until it has filed certificates thereof with the City: Coverage shall protect the contractor, subcontractor, agents, workers, employees, or assignees of contractor during the performance of this contract work from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operation under this contract, whether such operations be by contractor, subcontractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be subject to the following limits: \$5,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate
- D. Comprehensive Automobile Liability and Property Damage
The provisions of the subparagraph shall include, but not be limited to the operations of owned, hired and non-owned motor vehicles for which this contract is applicable. \$5,000,000.00 Bodily Injury/Property Damage Per Occurrence Aggregate. The Contractor shall file a certificate of insurance containing a ten (10) day notice of cancellation.
- E. Proof of Carrying Insurance
The Contractor shall furnish the City with satisfactory proof of the required insurance and that coverage has been obtained with a reliable company or companies, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance company(s) and filed with the City. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not be cancelled, permitted to expire or be changed thereafter without notice often (10) days in advance to the City and with the approval by the City.
- F. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- H. The CITY, its officers, employees and volunteers are to be covered as additional Insured's on each of the policies of insurance required hereunder as respects liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- I. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

5. PERMITS AND COMPLIANCE WITH LAWS. The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work and/or required by

Municipal, State, and Federal regulations and laws, unless specifically provided otherwise in the contract specifications. The Contractor shall give all notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract, as to all matters not particularly referred to and defined herein, shall, notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part of with the same force and effect as if specifically set out herein.

6. SUBCONTRACTS. The Contractor shall notify the Director, in writing, of the names of all subcontractors. The Contractor agrees to be fully responsible to the City for the acts or omissions of his subcontractors, and of anyone employed directly or indirectly by subcontractor. This contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the City. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the contract work specifications contained herein, as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved, in writing, by the City.

7. ASSIGNMENT OF CONTRACT. No Assignment by the contractor of any principal contract or any part thereof or the funds to be received hereunder by the contractor, will be recognized unless such assignment has had written approval of the City Administrator, and the Surety has been given due notice of such assignment and the City Administrator has furnished written consent thereto. Such written approval by the City Administrator shall not relieve the contractor of the obligations incurred by the contractor under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporation rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.

8. SUPERINTENDENCE. The Contractor shall give his personal superintendence to the work or have at the site of the work at all times, a competent foreman, superintendent, or other representative satisfactory to the Director and having authority to act for the Contractor. Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been appointed to represent the Contractor shall so act, and shall follow without delay, instructions of the Director in the performance of the work in conformity with the contract work specifications.

9. USE OF JOB SITE. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workers to limits indicated by law, ordinances, permits or direction by the property owner and shall not encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

10. USE OF PRIVATE LAND. The Contractor shall not use any vacant lot or private land within the City of Edgerton, as a spoil site, without written authorization of the owner of the land (or owner's agent) and approval by the City Administrator. A copy of the authorization shall be filed with the land owner for his approval.

11. LABOR. The Contractor shall employ competent skilled workers and foremen in the conduct of work on this contract. The Director shall have the authority to order the removal,

from operations affecting the City, of any Contractor's employee who refuses or neglects to obey any of his instructions relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening, or disorderly in his/her conduct to City residents or personnel, and any such person shall not again be assigned to this project.

12. DAMAGE. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by his operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself/herself or the City on account of damage inflicted by his/her operations and shall pay any judgment awarded to cover such damages. The Contractor will defend all claims, hold the City harmless from any liability, and indemnify the City for any loss arising out of, or occasioned by the Contractor's performance of this contract.

- A. Other complaints (e.g. property damage such as a mailbox/newspaper box or vehicle in the driveway) shall be called in to the Contractor's office and followed with a written complaint form from the City to Contractor. Contractor must advise disposition of complaint to the property owner and to the City within five working days and follow up as soon as possible to correct the problem. The penalty for failure to do so will be \$50.00 per occurrence per day.
- B. Failure of contractor to repair property damage caused by his/her workers or equipment within thirty (30) days of issuance of complaint shall be resolved as follows: The City shall repair damage or cause damage to be repaired and bill Contractor for the cost of repair plus 50%.
- C. Repeated justifiable complaints from the same party shall be subject to a penalty equal to twice the value of the previous complaint penalty for said complainant.

The above penalties shall be itemized by the Director on the Contractor's monthly voucher and deducted there from. The Director shall make the initial determination as to the penalty.

13. PAYMENT TO CONTRACTOR. The City shall pay the Contractor for the work specified in the sum indicated in Section IV, Schedule of Charges and Fees, with payments to be made monthly as invoiced by the contractor. The Director shall have the authority to make necessary adjustments in said invoice pursuant to provisions detailed under Section II, items 12, 14(A) and (B) and 18.

14. DEDUCTION AND PENALTY FOR UNCORRECTED WORK.

- A. If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:
 - (1) Failure of the Contractor to respond to complaints to the satisfaction of the City.
 - (2) Failure of the Contractor to follow-up on "missed" pick-ups.
 - (3) Failure of the Contractor to make pick-ups on the scheduled day.
 - (4) Failure of the Contractor to properly collect and recycle any items defined as recyclable under the provisions of this contract.
 - (5) Failure of the Contractor to make the necessary corrections.

Claims for damage filed against the Contractor with the City shall be handled expeditiously by the Contractor. If Contractor fails to do so, the City maintains the right to withhold funds from the Contractor and pay the claims if the City feels the claims are warranted and justified and/or terminate the contract as per paragraph 15.

- B. In the situation that the Director determines that the contractor has failed in

his/her duties to perform the provisions of said contract, and this failure does not warrant breach of contract, the Director is authorized to withhold the following charges per occurrence:

- (1) 14 A.(1) \$50.00
- (2) 14 A.(2) \$50.00
- (3) 14 A.(3) \$100.00
- (4) 14 A.(4) Determined on a Percentage of missed pickups.
- (5) 14 A.(5) \$400.00
- (6) Other Items as determined by the Director.

15. **TERMINATION OF CONTRACT.** In the event that any of the provisions of this contract are violated by the Contractor or by any of the Contractor's subcontractors, agents, workers, employees, or assignees, the City may serve written notice upon the Contractor and the surety of its intention to terminate such contract. Such notice shall contain the reasons for such intention to terminate the contract, and unless within seven (7) days after the serving of such notice upon the Contractor such violation shall cease or satisfactory arrangements for correction be made, the contract shall upon the expiration of said seven (7) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within seven (7) days from the date of the mailing to such surety of notice of termination, the City may take over.

The City Council of the City of Edgerton may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract.

16. **NON-PERFORMANCE.** Non-performance of this Contract by the Contractor is excused so far as caused by holidays, strikes, fires, extreme weather, catastrophic equipment failure, or vehicular accidents. If any of the above conditions occur, the Contractor shall immediately notify the City in writing of such conditions. The failure to do so shall constitute failure on the part of the Contractor in the performance of this contract. The Contractor shall not receive payment for the period in which validly excused from performance.

17. **POWER OF CITY.** The Contractor and the City hereby specifically agree and declare that the contract for this work is made expressly subject to the powers of City, as provided in the Wisconsin Statutes. In addition, should any disagreements arise as to the true meaning of this contract, the decision of the City Council shall be final, conclusive and binding to all parties to the contract.

18. **CITY'S RIGHT TO DO WORK.** Contractor shall have sufficient equipment and manpower available to continue regular pick-ups in case of breakdown of equipment, resignation of workers, or inclement weather. If the Contractor neglects to perform the work in accordance with the provisions of this contract, the City, after three days written notice from the City Administrator to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

19. **VERBAL INFORMATION INVALID.** Any verbal information obtained from or statement made by representatives of the City of Edgerton at the time of the examination of the contract documents which apparently corrects or in any way amends the contract documents, shall be invalid. The City of Edgerton will not be responsible for such verbal information or statements. Only written corrections and/or amendments to the contract shall become part of the contract.

20. **FEDERAL AND STATE CHARGES.** The Contractor or City may seek an increase or

decrease in the rates hereunder to adjust for increases or decreases in costs that become effective on or after January 1, 2021, due specifically to changes in local, state or federal regulations applicable to Contractor's operations or the services provided hereunder (other than income or real property taxes). The request for rate adjustments shall be supported by documentation provided by the requesting party. The requesting party shall provide the other party with no less than 90 days' notice so the parties can negotiate and plan for the increase or decrease in costs accordingly.

21. **LENGTH OF CONTRACT.** The length of contract period is January 1, 2021 through December 31, 2025. The City reserves the right to reopen any and all provisions of this contract due to changes in Federal and/or State Law, or recycling changes initiated on behalf of the City. The City's right to reopen any and all provisions of the contract shall be undertaken upon six (6) month prior written notice to contractor.

22. **STARTING DATE.** Contractor is expected to start collection on the first business day after January 1, 2021.

23. **UNIT COUNT.** The unit count will be verified by the City using the tax roll, new construction permits, and other information available to the City. The unit count may be adjusted by the City up or down accordingly every six months in January and July.

SECTION III CONTRACT WORK SPECIFICATIONS

1. **PURPOSE.** The purpose of this contract is to provide for the collection and disposal of all recycling, refuse and other disposable items from residential properties having 4 or fewer residential units and City Municipal Buildings in the City of Edgerton.

2. **REFUSE**

A. **RESIDENTIAL CONTAINER SPECIFICATIONS.** The contractor shall use the existing 96 gallon mobile refuse carts, one per unit. The Contractor shall provide any necessary general maintenance, and deliver same to the residence as needed. The Contractor shall provide each residential unit a new cart if the resident's cart is no longer repairable for service. This cart shall be similar to the current carts, but shall be different so as to make it distinguishable for resident use and collection. Costs associated with supplying and maintaining said carts shall be incorporated into the monthly contract price

B. **FREQUENCY OF COLLECTION.** Contractor shall collect refuse from each residential unit at least once in a 7 day period. Collection shall be on a regularly scheduled basis, each unit being serviced on the same day of each week, unless adjustments in the schedule have been approved and authorized by the Director.

C. **Additional Cart:** If a resident requests an additional refuse cart, the resident can purchase a cart from the Contractor for \$ _____. Costs for the cart as well as the additional collection/disposal shall be billed directly to the resident and the cost shall be the same unit costs as in this Contract.

3. **RECYCLING.** This Section shall provide for the roadside collection of all recyclables for all covered residences and City Municipal Buildings included in this agreement. The Contractor agrees to assist the City in educating City residents on recycling procedures and practices.

A. **Recycling Containers:** The Contractor shall use the existing 96 gallon carts for

single stream collection of recyclable. Costs associated with maintaining said carts and providing carts to new residents shall be incorporated into the monthly contract price.

B. Frequency of Collection: Recyclables shall be collected once in a 14 day period. Manner of collection shall coincide with the guidelines for refuse collection as set forth in Section III. paragraphs 5 through 15 of this agreement.

C. Additional Cart: If a resident requests an additional recycling cart, the resident can purchase a cart from the Contractor for \$ _____. Costs for the cart as well as the additional collection/disposal shall be billed directly to the resident and the cost shall be the same unit costs as in this Contract.

D. Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. The Contractor shall assist the City in any efforts to obtain funding that is available from the State of Wisconsin or any other sources of financial assistance for recycling or refuse collection activities. The Contractor shall complete those documents required to be completed by the Contractor for all grant applications. Contractor shall provide the City with a monthly report on recycling efforts and shall include, but not be limited to the following:

- The amount, in tonnage or pounds of each recyclable material collected
- The revenue received from the sale of each recyclable material collected
- The amount of savings, in dollars and landfill volume, as a result of the diversion of recyclables from the refuse stream which reduces the City's disposal costs, i.e. tipping fees, State fees.

E. The City shall pay the Contractor for its performance under this section for collection, transportation, and delivery of recyclable materials from all single/two/three/four-family residences a fixed fee per residence per month

F. The contractor shall fully cooperate with the City in the promotion of greater participation in recycling and reduction of the waste generated within the City. This will require the use of collection personnel to distribute printed material provided by the City during the collection process.

4. MISCELLANEOUS NONRECYCABLE MATERIALS:

A. White Goods and large items: The contractor shall also provide (2) special curbside collections per month of white goods/major appliances and large items placed at roadside as called in and at a weight-size limit of 800 pounds.

B. Lead Acid Batteries and Waste Oil. Contractor shall have an employee operate a drop-off station at the City Garage one day monthly for 3 hours for residents to: 1. Pour used engine motor oil into a spill proof containers(s) supplied by the Contractor (Limit 15 gallons per year per residential unit); and 2. Drop off lead acid batteries in a container supplied by the Contractor. (Battery casings must be unbroken. Limit 3 batteries per year per residential unit.)

Contractor shall ensure batteries and waste oil are recycled or otherwise handled in compliance with WI Statutes Section 287.07. City agrees to allow Contractor to temporarily store the batteries and spill proof vessel containing waste engine oil at the City Garage for a reasonable period of time after the monthly drop off.

C. Electronics. Contractor shall provide an employee to operate two electronics collection events per year at the City Garage. Contractor shall provide dumpster(s) for and disposal of electronics collected during the events. Contractor shall send out

notification to all residents advertising the electronics collection event.

5. CITY MUNICIPAL BUILDINGS: Contractor shall remove refuse at the City Municipal Buildings at least once in each 7 day period (except as noted on Section IV) and recycling once every 14 days. Additional periodic collections, as necessary, may be requested by the City at cost as determined/prorated from the Schedule. The quantity and type of containers at the City Municipal Buildings shall be adequate to manage the generated refuse, as mutually agreed to by the City and Contractor. Where dumpsters are specified, the contractor shall furnish and maintain the dumpster. The cost for the container and service will be included in the monthly cost.

6. COLLECTION SCHEDULE. In the event the Contractor falls behind in the schedule, such situation shall be corrected immediately so that the normal collection schedule is resumed. The City shall be notified immediately if any change in the schedule is made for any reason. In the event such schedule is not corrected within one (1) week, the Contractor shall only receive a prorated share of the contract payment. The Director shall determine monthly to what degree the Contractor has performed the agreed upon collection schedule, and payment shall be made accordingly. In the event the Contractor feels aggrieved by the decision of the Director, the Contractor may appeal such decision to the City Council, who shall make a decision thereon, and whose decision thereon shall be final. Failure to adhere to the collection schedule, except as outlined in Section II, 16. NON-PERFORMANCE, shall be considered a breach of said contract and shall constitute sufficient grounds for termination of said contract.

7. TIME OF COLLECTION. Collection shall occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

8. SUNDAY AND HOLIDAY WORK. Contractor shall not conduct collections on Sundays or holidays as listed below, except for emergencies as approved by the Director. Should any holiday interrupt weekly collection, the Contractor shall coordinate with the City appropriate schedule changes in January of each year prior to the holiday event.

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

9. MAP. It is the Contractor's responsibility to adhere to the route schedule map, as provided by the City. In the event the Contractor chooses to revise the route map, it is the Contractor's responsibility to ensure that copies of this map and a set of regulations are distributed to the affected residents of Edgerton prior to the effective date of any change. Any change in the route map shall not be permitted until written approval of said route change by the Director is received by the Contractor.

10. COMPLAINTS. The Contractor shall establish and maintain an office through which it may be contacted directly during collection hours. The Contractor shall also establish email addresses for customer and City staff to send complaints/concerns. All complaints and requests for service shall be made directly by the occupants of the residential unit to the Contractor. The Contractor shall immediately respond to complaints. Complaints must be handled on the day they are received except those complaints received after 2:00 p.m. may be satisfied the next day. Failure of the Contractor to comply with the complaint procedures shall result in penalties as outlined in Section II. 14. (A) and (B).

11. LOCATION OF CARTS FOR COLLECTION. Residents shall locate their carts at the end of the driveway by the roadside. It is the Contractor's responsibility to replace the empty refuse cart in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in drainage ditches. The Contractor is not responsible for collection of material located outside of the cart other than those items listed in Section III.

12. MANNER OF COLLECTION. The Contractor agrees to furnish equipment that is

adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered compactor vehicles with sufficient personnel. The Contractor shall exercise due diligence in making efforts to collect items, regardless of size, provided they may be accommodated by the truck hopper and are capable of being received into the compactor. All service is to be rendered in a good and workmanlike manner and shall include reasonable care to prevent damage or loss of the carts. It is contemplated by this agreement that the Contractor's personnel shall pick up all garbage or refuse that drops off or is blown off or in any way removed from the truck or container while the truck is being loaded or traveling on any road or street in the City or enroute to the disposal site. It is agreed by the Contractor that its personnel and its equipment shall present a reasonably neat appearance and that service shall be conducted with courtesy and due deference to the patrons served.

In addition, the Contractor shall service areas that are disrupted by construction as per established schedule without additional compensation.

NOTE: All materials meeting criteria in paragraph 1. Purpose must be picked up according to the collection schedule. Only material not meeting above criteria may be left behind. Any material left at the roadside by the Contractor shall be clearly marked or tagged by the Contractor indicating the reason that the material is not being collected.

13. HARDSHIP CASES. At a residence where all occupants are handicapped and are unable to place their refuse and/or recycling containers at roadside, the Contractor will be responsible for moving the containers from their storage location, taking them to the vehicle and then returning them to their original storage location. The City shall not be assessed an additional fee by the Contractor for this special handling of refuse for handicapped individuals. The Contractor shall maintain a log of all residences under such hardship, and shall be informed by the City of additional properties to be added to the log. A missed pickup at any of these residences shall constitute failure to make necessary collection, subject to penalty as identified in Section II. 14. (A) and (B).

14. LANDFILL SITE. Contractor shall furnish a disposal site and shall hold the City harmless from any claims whatsoever concerned with the maintenance of said disposal site, or any claims for negligence, violation of law or public or private nuisance pertaining to said disposal site. At the commencement of this Agreement and at other times during the term of this Agreement when requested to do so by the City, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the City's refuse are in conformance and in compliance with all laws, rules and regulations governing the operation and use of said disposal sites for disposal of refuse, and that where licenses to operate are required, Contractor will provide appropriate verification that such licenses have been obtained and are valid.

15. SPECIAL EVENTS AND SERVICES. The City may hold special events that benefit the residents of the City. Such events include Tobacco Heritage Days etc.

- A. Refuse: Contractor shall provide additional containers, collection and transport for refuse at these events as ordered by the City. Disposal shall be at bid per ton cost.
- B. Recycling: The City has recycling units that shall be used at these events for recyclables. These recyclables shall be deposited by the City at its Department of Public Works for collection by the Contractor.

These services shall be reimbursed according to Section IV, Schedule of Charges and Fees, of this contract.

Appendix A

City of Edgerton Recycling and Refuse Report (For Informational Purposes)

**All weights listed are measured in tons

	2018	2019
Refuse	1822	2596
Recyclables	324	311
Newspaper	51	49
Corrugated Paper	93	90
Aluminum Containers	9	8
Steel & Bi-metal Containers	34	33
Glass Containers	47	45
HDPE Mixed	21	21
HDPE Natural	9	8
PET	13	12
Residential Mixed Paper	47	45
Other (Data based on 2014/2015)		
Major Appliances	5	16
Used Lead Acid Batteries	10	11
Used Oil	4	7
Waste Tires	70	10