

**MUNICIPAL SOLID WASTE AND RECYCLABLE
COLLECTION AND DISPOSAL AGREEMENT
Village of Prairie du Sac**

Agreement made this ____ day of _____, 2019, by and between the Village of Prairie du Sac, a Wisconsin municipal corporation, with principal offices located at 335 Galena Street, Prairie du Sac, Wisconsin 53578 (“Village”), and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the Village desires to retain the services of the Contractor to provide the collection and disposal of waste and recyclables within the Village limits upon the terms set forth herein; and

WHEREAS, the Contractor agrees to provide such services.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do mutually agree as follows:

Section 1 - Definitions

- (a) Waste – All combustible and non-combustible solid waste, excepting recyclables, including but not limited to discarded materials resulting from the handling, processing, storage, preparation, serving and consumption of food, paper, wood, uncontaminated cold ashes, household appliances not defined under (d), glass, cloth and products thereof.
- (b) Recyclables – Provisions shall be made to collect all non-landfill permitted items as salvage to be disposed of in accordance with applicable procedures. Said items include, but are not limited to, newspaper, ferrous metal cans, aluminum cans, corrugated cardboard, glass bottles and jars, and blow molded High Density Polyethylene (HDPE) and Polyethylene Terephthalate (PET) plastic containers.
- (c) Metal Waste – Includes all metal products, except for Metal Recyclables as defined under (b), disposed of within the Village Limits. Metal waste includes, but is not limited to, appliances, aluminum siding, tin, lighting fixtures, and metal storage containers.
- (d) Metal Appliances – Includes, but is not limited to, refrigerators, freezers, stoves, washers, dryers, air conditioning units, dehumidifiers, video cameras, and stereo components.
- (e) Hazardous Waste – All items defined by the Wisconsin Department of Natural Resources under the Wisconsin Administrative Code.
- (f) Residential Unit – All permitted dwelling units within the Village limits excluding multi-family dwellings of 4 (four) units or more.
- (g) Multi-family Unit – All permitted dwellings within the Village limits having four (4) or more dwelling units.
- (h) Industrial Park – All businesses and industries located in the Village industrial park.
- (i) Business District – All retail, professional offices, and agencies, permitted home occupations, within the Village limits excluding those located in the Industrial Park.

- (j) Medical Facilities – For purpose of this agreement, these shall include: all medical related clinics within the Village limits, including but not limited to, hospitals, physician clinics, dental clinics, chiropractic offices, psychiatric and psychological clinics, eye clinics, nursing homes, assisted elderly residences and handicap assistance residences.
- (k) Village Owned Facilities – For purposes of this agreement, these shall include: Village Hall, Library, Fire Station and Public Works/Utilities Shop.
- (l) Parks – For purposes of this agreement, these shall include: Marion Park, Graf Park, Eagle Overlook Park, Fireman’s Park, Florence Park, Walter Doll Park, VFW Memorial Park, Library/Tripp Park, Washington Square Park, Blanchard Park, Westwynde Park, Elsing Park and additional parks created by the Village.

Section 2 – Collection and Disposal of Waste and Recyclables

The Contractor agrees to be responsible for the disposal of waste and recyclables according to the following schedule:

- (a) Residential Districts: (All Residences)
 - i. Once (1) a week collection and disposal of waste
 - ii. Once (1) a week collection and disposal of recyclables
- (b) Business District: (All Businesses)
 - i. Up to five (5) times a week, or as needed, collection and disposal of waste.
 - ii. Up to five (5) times a week, or as needed, collection and disposal of recyclables.
- (c) Industrial Park: (All Industries)
 - i. Minimum of once (1) a week, or as needed, collection and disposal of waste.
 - ii. Minimum of once (1) a week, or as needed, collection and disposal of recyclables.
- (d) Medical Facilities: (Hospitals & Clinics)
 - i. Three (3) times a week collection and disposal of waste
 - ii. Three (3) times a week collection and disposal of recyclables
- (e) Schools: (High School/Grand Avenue Elementary)
 - i. Up to five (5) times a week, or as needed, collection and disposal of waste while school is in session and once (1) a week when school is not in session.
 - ii. Minimum of once (1) a week, or as needed, collection and disposal of recyclables.
- (f) Parks:
 - i. Once (1) a week collection and disposal of waste

Section 3 – Equipment

- (a) The Contractor shall provide the type and amount of equipment necessary to accomplish the collection services provided for in the Agreement.
- (b) Equipment shall meet all of the requirements of the Wisconsin Solid Waste Disposal Standards, including solid Waste Management Rules of Chapter NR 500-520, Wisconsin Administrative Code.
- (c) Standby equipment shall be available for use in case of breakdown of regular equipment.
- (d) Equipment shall be kept in repair and in a clean and presentable condition.

- (e) The Contractor shall cause the vehicles and equipment to have such lights and other safety equipment, as may be required by applicable provisions of law, relative to vehicles collecting and disposing of waste, while located on public right-of-ways.
- (f) Equipment shall be wholly owned, leased or rented by the Contractor. This provision is not meant to preclude the testing of new equipment in for repair: short term being defined as up to two weeks.
- (g) If collection equipment is kept within the Village limits it shall be in an area zoned for such use. If the equipment is washed in this area, sanitary sewer and water services shall be installed. Areas used by the Contractor for parking or storage shall be kept in a clean and orderly condition and subject to inspection by the Village.
- (h) All equipment shall be operated in strict conformity with Village and State traffic rules, regulations or codes
- (i) No advertising on collection and transportation equipment shall be permitted other than the name of the Contractor.
- (j) The contractor shall supply a listing of vehicles to be used in the Village for solid waste and recycling collection. Vehicles shall be identified by manufacturer, model, vehicle number, if any, empty weight and gross vehicle weight rating. This shall be submitted no later than April 15 of each year this agreement is in effect. The contractor shall notify the Village of any changes in the vehicle listing within 30 days of the date a vehicle was put into or out of service.
- (k) All outdoor storage of solid waste, recycled materials and collection containers shall be completely enclosed by any permitted combination of buildings, structures, walls and fencing to completely screen all stored materials from view of adjacent properties.

Section 4 – Permits

The Contractor shall be responsible for all permits, licenses and fees required by law and furnish documentary evidence to the Village that these items have been obtained.

Section 5 – Insurance

The Contractor shall not commence work under this Agreement until he has obtained all of the following insurance and filed certificates thereof with the Village Administrator. The Contractor shall add the Village as an additional named insured under the Comprehensive General Liability policy. All certificates shall contain a ten day (10) notice to the Village of cancellation, title and location of property or job-covered and state policy numbers, date of expiration, terms, limits and types of coverage.

- (a) Worker’s Compensation Insurance – coverage as required by Chapter 102 of the Revised Statutes of Wisconsin for all employees.
- (b) Comprehensive General Liability and Property Damage Insurance – coverage to include operations. Contractor’s protective insurance, contractual coverage, all in the following limits:

Bodily Injury	\$ 500,000 per person
	\$ 500,000 per occurrence
	\$1,000,000 aggregate

Property Damage \$ 500,000 per occurrence
\$1,000,000 Aggregate

(c) Comprehensive Automobile Liability and Property Damage – operations of owned, hired and non-hired motor vehicles in the following limits:

Bodily Injury \$ 500,000 per person
\$1,000,000 per occurrence
\$1,000,000 aggregate
Property Damage \$ 250,000 per occurrence
\$1,000,000 aggregate

Section 6- Payment

The Village's billing cycle is based on service from the 15th of the first month to the 15th of the second month. The bill is then sent out at the beginning of the third month being due the 24th of the third month, the collection month. The monthly fee heretofore set forth to be paid by the Village to the Contractor shall be paid monthly based on actual amounts billed by the Village being due to the Contractor on the 20th day of the collection month through the length of this Agreement. (Example: For the service of April 15th to May 15th, the bill will be sent to the customer the beginning of June with payment due June 24th. Therefore, payment to the Contractor will be made on or before June 20th based on the amount billed for service April 15th to May 15th)

Section 7 – Term

This Agreement shall commence on April 15, 2019, and shall expire without notice on April 14, 2024, with final payment under this Agreement being made on or before May 20, 2024.

Section 8 – Extra Work

- (a) If the Village request, in writing, the performance of any work not covered by these specifications and for which no time is provided in the Agreement, then such extra work shall be done and paid for at a price to be agreed upon between the Village and the Contractor before such extra work begins.
- (b) The Contractor agrees that, should any emergency arise by reason of storms, tornadoes, floods or other similar acts which require additional hauling equipment by the Village, the Contractor's equipment and drivers shall be placed at the disposal of the Village upon request for such temporary used by the Village Board and, during such emergency, the Village shall pay the operating costs of such equipment and labor as is used. The contractor shall annually submit to the Village the annual hourly operating cost of each piece of equipment; said cost shall include fuel, lubricants, and depreciation and normal repairs. The labor shall be paid at a rate equal to the Contractor's actual expense including fringe benefits existing immediately prior to the emergency.

Section 9 – Utility Charges

The Contractor shall pay for all sewerage, water, electric light or power or other utility charges incurred by the Contractor in performance of the Agreement.

Section 10 – Dispute with Contractor

- (a) When any dispute arises between a resident and the Contractor as to the manner of placing solid waste or the nature of the contents or the like, the Contractor agrees that in the specific instance, the solid waste will be immediately removed even though, in the Contractor's opinion, it is improperly placed or contained; and that the Contractor will immediately report the same to the Village so that the two may adjust the same, if possible, before additional collection becomes necessary. It is intended in this paragraph to avoid disputes or disagreements between residents and the Contractor's employees and to permit the same to handle by mutual discussion between the Contractor and the Village.
- (b) All complaints made either to the contractor or to the Village shall be preserved in writing, in duplicate. The complaint shall set forth the name of the party complaining, his address, the date of the complaint and a brief description as to the nature of the complaint. One copy shall be retained by the party receiving such complaint, and one copy shall be delivered to the opposite party. The Contractor shall report to the Village monthly as to the disposition of those complaints which are not resolved by discussion between the village and the Contractor as provided in paragraph (a) above.

Section 11 – Claims

Contractor agrees to indemnify and hold harmless the Village from any and all claims, liabilities, cost judgments and fees that might be occasioned by reason of Contractor's performance or failure to perform under this Agreement including, but not limited to, reasonable attorney's fees incurred by the Village. This indemnity is intended to be applicable even though the Village also may be found to be negligent or otherwise liable under the circumstances.

Section 12 – Contractor Performance

- (a) The Contractor shall provide a route map showing the truck route to be followed in provision of the service. Said route map shall become the permanent routes to be followed for the life of the Agreement unless modified with approval of the Village Board and proper notification of the Village residents. Contractor shall be responsible for publishing notices of any changes in collection schedule in local newspaper.
- (b) The Contractor shall provide educational materials for each collection unit in regard to the recycling program as required to educate and maintain compliance with the program. Contractor shall provide adequate notice to each collection unit of all necessary information to allow for efficient service hereunder.
- (c) The Contractor shall schedule pickup for one day. If the Contractor fails to comply with any or all of the conditions of the Agreement in any degree, the Village may do such work or cause the same to be done at the expense of the Contractor. In addition to any

damages sustained by such action, the Village shall deduct all expenses of such work from any amounts, which may be due the Contractor.

- (d) If the work to be done under this Contractor is abandoned by the Contractor, if the Contractor is adjudged bankrupt, or if a general assignment of Contractor's assets is made for the benefit of the Contractor's creditors, or if at anytime the Village determines that the performance of the work under this Agreement is being unnecessarily delayed or that the Contractor is violating any of the conditions of this Agreement, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement, then the Village may serve written notice upon the Contractor of the Village's intention to terminate this Agreement. Unless within five (5) days after the serving of such notice a satisfactory arrangement is made for continuance, this Agreement shall terminate and the Village may take over and prosecute the work to completion, by Agreement or otherwise. The Contractor shall be liable to the Village for all costs sustained by the Village by reason of such prosecution and completion in excess of the amounts required to be paid hereunder.
- (e) In the event of the Contractor's default under the terms of this Agreement, all payments due the Contractor shall be retained by the Village and applied to the completion of the Agreement. Damages suffered and expenses incurred by the Village by reason of such default shall be due and payable by the Contractor.

Section 13 – Reports

- (a) The Contractor shall at least provide quarterly tonnage reports to the Village with the pay request statement. The tonnage report shall include the tonnage of refuse delivered to the landfill and tonnage of each recyclable item as well as a list of special pick up quantities and the quantity of solid waste collected from volume base fee customers.
- (b) The Contractor shall report violations of the Village Recycling Ordinance that are found during the fulfillment of this Agreement.
- (c) The Contractor shall annually notify the Village of the name and location of the Landfill Disposal site used during term of agreement. Notification shall include annual tipping fee contractor is charged. Contractor shall notify Village of any changes in Landfill facility used or tipping fee costs.

Section 14 – Contractor Compensation

- (a) Residential Unit – Monthly Contractor compensation for collection of Residential will be based on the following rates:
 - i. April 15, 2019 to April 14, 2020, rate will be \$____/unit/month
 - ii. April 15, 2020 to April 14, 2021, rate will be \$____/unit/month
 - iii. April 15, 2021 to April 14, 2022, rate will be \$____/unit/month
 - iv. April 15, 2022 to April 14, 2023, rate will be \$____/unit/month
 - v. April 15, 2023 to April 14, 2024, rate will be \$____/unit/month
- (b) Commercial, Industrial, Medical and Schools – Monthly Contractor compensation for collection of commercial, industrial, medical facilities, and schools shall be based upon Exhibit 1 of this agreement. Individual commercial, industrial, medical and school rates

are based on the size of the waste container and the frequency of collection and may be adjusted upon agreement of the Village and Contractor.

- (c) Volume Based Collections – For properties invoiced monthly based upon volume of solid waste collected, the Village must receive an invoice from the contractor no later than the 10th of each month for payment. Such invoice shall indicate name of customer, amount of collection and frequency of collection.
- (d) Compensation Adjustment – The following circumstances maybe used to trigger additional adjustments to the Contractor compensation. Such adjustment must be done as an amendment to this Agreement with approval by the Village and the Contractor.
 - i. A twenty percent (20%) increase or decrease in tipping fees. The tipping fee rate at the signing of this agreement was \$_____ per ton at Advanced Disposal Services.
 - ii. A twenty percent (20%) increase or decrease in fuel prices. The diesel fuel price at the signing of this agreement was \$_____ per gallon.

Section 15 – Inspection

- (a) The Village may appoint such Inspectors as it deems proper to inspect the work performed for compliance with the Agreement documents. The Contractor shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work.
- (b) Inspectors and other authorized representative of the Village shall be free at all times to perform their duties.
- (c) Such inspection shall not relieve the Contractor from any obligation to perform and work strictly in accordance with the Agreement.

Section 16 – Nonexclusive Rights

The Contractor shall be free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement.

Section 18 – Additional Recycling

Should additional recycling be mandated by the Village, County or the State of Wisconsin, it is the Contractor's responsibility to satisfy these requirements as quickly and economically as possible.

Section 19 – Contractor Status

It is agreed that Contractor is an independent contractor and not an employee of the Village. All persons whom Contractor provides for services under this Agreement are employees of the Contractor and are not employees of the Village. The Contractor also agrees to furnish the Village with its taxpayer identification number prior to commencement of services under this Agreement. Failure or delay in furnishing taxpayer identification numbers may result in the withholding of amounts due to the Contractor from the Village. The Contractor is informed that as an independent contractor, it may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this

Agreement; that no amounts will be withheld from payments made to the Contractor for these purposes; and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that it may be subject to civil and/or criminal penalties if it fails to properly report income and pay taxes and social security taxes on the amount received under this Agreement. The Contractor agrees to indemnify, save and hold harmless the Village from any claims, suits or actions arising out of or in any way related to the characterization of the compensation paid to Contractor hereunder, as “wages” or “salary,” including reimbursement to the Village of any payroll taxes levied or assumed therein.

Section 20 – Matters for Special Handling

Unusually large volumes of waste, non-containerized waste are not included within the definition of waste. These items shall be referred to the contractor for collection for an additional fee. Fee for such collections shall be determined and billed by Contractor. In addition, tires are not included within the definition of waste but Contractor shall collect and dispose of tires hauled to the Village garage by the Village crew and Contractor shall be paid for such collection and disposal of tires as follows:

- (a) Tires:
 - i. Car/Truck (up to 19.5 inch): \$____/tire
 - ii. Semi: \$____/tire
 - iii. Tractor: \$____/tire

Section 21 – Collection

- (a) No waste oil, animal carcasses, medical waste, human/animal waste, ashes, tree limbs, trunks, tree stumps or building waste shall be picked up as part of the Agreement collection service or items prohibited under Section 6-3-8 of the Village Code. Building waste for the purposes of these specifications is defined as waste materials or rubble resulting from the remodeling, repair, construction or demolition of any structure, roadway, driveway or sidewalk.
- (b) The Contractor shall not collect, transport or dispose of hazardous waste in the performance of this Agreement. Violation of this provision shall be grounds for termination of this Agreement by the Village. Hazardous wastes are defined by the DNR under Wisconsin Administrative Code Chapter NR 181.
- (c) All materials collected under the terms of these Specifications shall be disposed of at a state licensed sanitary landfill and appropriate recycling centers.
- (d) Pickup shall be made from curbside only. Those wanting on-site pickup on private property shall make other arrangements for private pickup.
- (e) Every week pickup shall be made of the recyclable materials listed in Section 1 from all residential, commercial and industrial properties that place the material in the proper container in proper condition at the curb.
- (f) Bedding, furniture and other bulk items shall be collected without additional fee or notification. Special Handling Fees may apply to certain items as described in Section 20.

- (g) Appliances and lead acid batteries shall be picked up on a call in basis. Special Handling Fees may apply to certain items as described in Section 20.
- (h) Collection routes and schedules shall be subject to the approval of the Village Administrator and shall be approved before the Contractor commences work on the Agreement.
- (i) All approved containers shall be picked up. Containers are to be placed inverted with lids placed adjacent to and outside the traveled road. Approved containers shall include garbage cans, bags or boxes which including contents do not exceed fifty (50) pounds. Fifty gallon drums (or equivalent) will not be emptied regardless of contents.
- (j) Residential collection will have a limit of the equivalent of Four (4) – Thirty (30) gallon (120 gallons total) bags or containers per week.
- (k) Any spillage caused by collection personnel shall be cleaned up. If the Contractor fails to clean up any spillage after oral or written notice of the Village Administrator or Director of Public Works/Utilities, the Administrator may order such work done and the cost of same charged to the Contractor.
- (l) There shall be no collections on Sundays and holidays.
- (m) The Contractor shall replace or repair any container, which has been damaged through the Contractor's negligence.
- (n) Service shall not be discontinued because of streets, which are closed temporarily due to construction or for other reasons, except with the approval of the Director of Public Works/Utilities.

Section 22 – Hours and Holidays

- (a) Residential collections shall be made between the hours of 6:00 a.m. and 7:00 p.m. Industrial Park collections shall be made between the hours of 3:30 a.m. and 7:00 p.m. All other collections may occur between the hours of 4:45 a.m. and 7:00 p.m., with no service on Sunday or holidays as listed under paragraph (b) below.
- (b) The Village observes the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor is required to observe the listed holidays as non-collection days for all residential collections. In the event a holiday falls on a scheduled collection day, collection will be made the work day prior to the holiday. Business, Industrial Park or Medical Facility Customers may be collected on legal holiday if so required. In the event a holiday falls on a Monday, the collection will be made on the following Tuesday. Contractor shall be responsible for publishing notices of any changes in collection schedule in the Village's official newspaper or by other means with the approval of the Village Administrator.

Section 23 – Assignability and Subcontractor

The Vendor shall not assign this Agreement or any interest therein, nor subcontract any of the work under this Agreement without the prior written consent of the Village.

Section 24 – Indemnification

The Vendor agrees to indemnify, defend, and save harmless the Village and all of its officers and employees from and against all loss or expenses (including costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss or use thereof, to the extent directly arising from, in connection with, caused by or resulting from the Vendor's acts or omissions in the performance of this Agreement.

Section 25 – Amendment

This Agreement may be amended only by written Agreement of the parties to this Agreement.

Section 26 – Compliance with Federal, State and Local Laws

The Vendor shall comply with all applicable federal, state and local laws.

Section 27 – Severability

It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

Section 28 – Non-Discrimination

In the performance of services under this Agreement, the Vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status, or any other basis prohibited by applicable law.

Section 29 – Binding on Parties

- (a) This Agreement shall be binding on the parties hereto, their respective heirs, assigns and successors. No provision of this Agreement may be varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement.
- (b) 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.

Section 30 – Governing Law

This agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

Section 31 – No Waiver

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the Village or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver; and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Village or Vendor therein. A waiver of any covenant form, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

Section 32 – Construction of Agreement

- (a) This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- (b) The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter thereof.

Section 33 – Notices

All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

TO THE VILLAGE:

Village of Prairie du Sac
Attention: Village Administrator
335 Galena Street
Prairie du Sac WI 53578

TO THE VENDOR:

Attention: _____

Section 34 – Warranties and Representations

The Contractor warrants and represents that during the term of this Agreement, the Contractor shall obtain and maintain in full force and effect, all applicable licenses, permits or other authorizations required of governmental authorities having appropriate jurisdiction thereof, relative to the collection, transportation and disposal of the wastes described herein. Further, Contractor warrants and represents that in disposing of the wastes described herein, such

disposals shall occur in accordance with all applicable provisions of law relating thereto. The indemnities provided for herein shall extent to the matters set for in this Section 34.

IN WITNESS WHEREOF, the parties hereto have set their hand as of this ____ day of _____, 20__, at Prairie du Sac, Wisconsin.

For the Village:

For the Contractor:

Cheryl Sherman
Village President

Name:
Title:

Alan R. Wildman, II
Village Administrator

Name:
Title:

DRAFT

Exhibit 1

Compensation for Collection of Commercial, Industrial, Medical Facilities, and Schools

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