

VILLAGE OF FOX POINT
SOLID WASTE AND RECYCLING SERVICES

GENERAL CONDITIONS

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1.0 INTRODUCTION

The Village of Fox Point is a suburban community on the northeast corner of Milwaukee County, with a population of approximately 6,700. Currently, the Village Department of Public Works (DPW) provides municipal solid waste (MSW) and yard waste collection services and Advanced Disposal provides recyclable collection, processing, and marketing services. MSW and yard waste materials collected by the DPW are disposed of at Advanced Disposal’s transfer station in Germantown, Wisconsin. The existing contract with Advanced Disposal for the collection and processing of recyclables as well as for the disposal of MSW and yard waste expires December 31, 2016.

The purpose of this Contract is to provide for the collection of recyclables and MSW in the Village of Fox Point, Wisconsin, and to provide for the disposal or marketing/processing thereof. As part of this Contract, Contractor shall perform all work and furnish all labor, materials, necessary tools, equipment, and all utility and transportation services required to meet the obligations of this Contract.

The scope of work under this project includes collection of MSW and/or recyclable materials from approximately 2,373 single/two-family residences, 140 multi-family residences, Governmental facilities, a school, and various recreational locations. No commercial or industrial facilities are included.

The Village has a land area of approximately 2.8 square miles. The total mileage of Village streets is approximately 35 miles.

The following is a summary of weights (in tons) collected for refuse and recyclables in recent years:

	<u>Refuse</u>	<u>Recyclables</u>	<u>Yard Waste</u>	<u>Leaves</u>
2012	1,727	873	883	950
2013	1,681	923	927	950
2014	1,761	895	939	950
2015	1,814	903	1,042	950

2.0 DEFINITIONS

Words, phrases, and/or other expressions used in these General Conditions and in the Contract Documents shall have these meanings.

- A. “Brush” - logs, branches, trunks, stumps of removed or partially removed trees, hedge, or bushes.
- B. “Composting” - the controlled biological reduction or organic waste to humus.
- C. “Construction or demolition waste” - waste resulting from building construction, alterations or repair, dirt from excavation, plumbing, heating or similar alterations or replacements.
- D. “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 Village and who is subject to the terms of said contract.
- E. “Disposal Site” - Landfill, composting center, recycling material recovery center, etc.

- F. "Domestic waste" - solid waste material resulting from the usual and customary routine of residential housekeeping and includes garbage and refuse.
- G. "Drop-Off Site" - The facility formerly located at the rear of the Village Hall, 7200 N. Santa Monica Boulevard. While currently closed, the Village Board may, in the future, open a new Drop-Off Site that needs to be serviced.
- H. "Garbage" - all waste, animal, fish, fowl, or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption.
- I. "Garden waste" - shall include all annual, perennial and weed plant material contained within a vegetable or flower garden.
- J. "Green grass clippings" - grass clippings resulting from the mowing of lawns.
- K. "Kitchen waste" - shall be any uncooked plant matter not contaminated by or containing meat, fish and or dairy products.
- L. "Leaves" - shall mean woody fallen tree material.
- M. "Manager " - The Village Manager of the Village of Fox Point as appointed by the Village Board of Trustees of the Village of Fox Point or her/his designee.
- N. "Material Recovery Facility (MRF)" – A facility which receives commingled non-paper recyclables and commingled paper of various grades and which separates and processes these recyclables for sale to end-user markets.
- O. "Multi-family Residence" - Any residential type structure having more than two families in separate living units.
- P. "Municipal Solid Waste (MSW)" – Solid waste, household waste, garbage or refuse as further defined in NR 500.03(150).
- Q. "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.
- R. "Project" - The entire area proposed by the Village to be serviced in whole or in part pursuant to the contract.
- S. "Recyclables" - shall be all materials subject to recycling under Wis. Stats. Ch. 287 and NR 544 including newsprint, boxes, cartons, office paper, glass, aluminum, tin, and plastic (grades 1 to 7 but excluding foam polystyrene).
- T. "Recycling" - The act of removing recyclable items from the general waste stream, prohibiting its entrance into a landfill.
- U. "Refuse" - is the miscellaneous waste material, combustible and noncombustible, resulting from housekeeping and not recyclable. Includes excelsior, ashes, cinder, metals and rubber.
- V. "Rubble" - Broken fragments of rock, masonry, stone, or other building material.
- W. "School" – Stormonth School.
- X. "Single/two-family Residence" - Any single or two family home wherein one to two families reside in separate living units.

- Y. "Solid waste" - domestic waste resulting from domestic use activities, excluding toxic wastes, hazardous materials, hazardous wastes or hazardous substances (as further defined under state and federal law), construction or demolition waste, green grass clippings and rubble.
- Z. "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.
- AA. "Surety" - The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the performance of the contract.
- BB. "Thatch" - is a mat of un-decomposed dead grass plants accumulated next to the soil in a lawn.
- CC. "Village" - The Village of Fox Point.
- DD. "Village Buildings" - Village Hall and Department of Public Works – 7200 North Santa Monica Boulevard; Police Department – 7300 North Santa Monica Boulevard; Municipal Pool – 7100 North Santa Monica Boulevard; Longacre Pavilion - 7343 N. Longacre Rd.; Indian Creek Playground areas -120 E. Spooner Rd.
- EE. "Village Manager" – the Fox Point Village Manager or her/his designee.
- FF. "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.
- GG. "Waste tires" - means tires that are no longer suitable for its original purpose because of wear, damage or defect.
- HH. "White goods/major appliances" - includes refrigerators, dishwashers, air conditioners, ranges/stoves, washing machines, dryers, water softeners, trash compactors, dehumidifiers, water heaters, microwave ovens, and ovens.
- II. "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.

3.0 MSW AND RECYCLING COLLECTION, PROCESSING AND DISPOSAL

This Section addresses the specifications related to the various alternatives for which Contractor may submit a proposal.

3.1 MSW and Recycling Collection, Processing and Disposal Alternatives

- 3.1.1 **Option 1:** Option 1 maintains the status quo. The Village will continue to provide up the drive refuse collection as well as yard waste and leaf collection and the contractor will provide up the drive recycling collection.
- 3.1.2 **Option 2:** Under Option 2, the contractor will provide up the drive services for refuse and recycling collection and the Village will provide yard waste and leaf collection.
- 3.1.3 **Option 3:** Under Option 3, the contractor will provide up the drive services for refuse and recycling collection as well as roadside collection of yard waste and leaves.

- 3.1.4 **Option 4:** Under Option 4, the Village will provide up the drive services for refuse and recycling collection as well as roadside collection of yard waste and leaves but the contractor will accept the materials for landfilling and/or processing at an appropriately licensed facility.
- 3.1.5 **Option 5:** Option 5 is the same as Option 1 except that collection activities will occur roadside.
- 3.1.6 **Option 6:** Option 6 is the same as Option 2 except that collection activities will occur roadside.
- 3.1.7 **Option 7:** Option 7 is the same as Option 3 except that collection activities will occur roadside.
- 3.1.8 **Option 8:** Option 8 is the same as Option 4 except that collection activities will occur roadside.

3.2 Up the Drive Recycling Collection (Options 1, 2 and 3)

The Contractor shall furnish all equipment, tools, and labor to collect, remove, and process or dispose of, from each single/two-family residential dwelling unit and selected multi-family dwelling units within the Village of Fox Point, all allowable commingled recyclable materials placed in 18-gallon recycling containers and transport them to the MRF for processing and marketing.

3.2.1 Collection Process: Under this Alternative, Contractor is responsible for providing scooters or carts that will be used to drive up resident's driveways and collect recyclables at or near the resident's garage as further described in Section 3.14. Pickup trucks or other similar equipment have not been previously permitted as collection alternatives; however, if proposed, Contractor shall explain the process of collection in its proposal.

Contractor's employees shall manually empty all recycling containers into the scooter or cart and then transport the materials to the Contractor's packers. Packers shall be staged in locations as agreed upon by Village. Contractor shall be responsible to daily sweep, clean and, if necessary, power wash each staging location.

3.2.2 Compliance with Regulations: The collection, removal, and processing or disposal of recyclable materials shall be in full compliance with the rules and regulations governing solid waste services as indicated in the Contract Documents including local rules and regulations as set forth by the Village of Fox Point Board of Trustees, and in accordance with the statutes and regulations of the State of Wisconsin. The Contractor shall notify the Village of the name and location of the MRF at the 1) beginning of the Contract period and 2) at the time of any change in location of the MRF.

Allowable commingled recyclable materials are identified in NR 544 and include, but are not limited to:

1. Glass containers: clear, green and brown.
2. Metal containers: aluminum, steel, and bi-metal.
3. Rigid plastic containers #1 through #7.
4. Newspapers, catalogs, magazines, and chipboard.
5. Corrugated paper cardboard.

Residents will co-mingle Items 1 through 4. The Village may add, delete, and/or change the list of collectable materials items in order to comply with the collection provisions stated in NR544 or other laws, regulations, and ordinances enacted during the life of this Contract.

3.2.3 *Effective Recycling Program:* At the onset of and during the life of this Contract, the Contractor shall, at his/her sole cost, develop and implement an "effective recycling program" in accordance with NR 544 which shall be acceptable to and approved by the State of Wisconsin, its respective agencies and any other governmental agencies. This program shall include all additional items mandated by these agencies for recycling, as any mandates take effect. The Contractor shall add to the collection service such additional items at no additional cost to the Village. Furthermore, this recycling program shall comply with all applicable statutes, rules, regulations, and other laws in effect both now and in the future.

3.2.4 *Procedures:* The Contractor shall provide, as an Attachment to the Quote Form, a narrative description of the procedures which residents must take for preparing recyclable material, prior to placement for collection.

3.2.5 *Recycling Containers:* The Village will furnish an 18 gallon container for single stream collection of recyclables. Paper and cardboard may be tied or bagged in bundles and placed within the recycling container.

3.2.6 *Multi-family properties:* The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve multi-family properties (as identified in Section 8.0). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used.

3.2.7 *Village Buildings:* The quantity and type of containers at the Village Buildings and School as identified in Sections 7.0 and 8.3 shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village, School and Contractor.

3.3 Roadside Recycling Collection (Options 5, 6 and 7)

Contractor shall provide roadside collection of all recyclables for all single/two-family residences and adequate collection facilities for multi-family properties, Village Buildings and School shall comply with the provisions contained herein. The Contractor agrees to assist the Village in educating Village residents on recycling procedures and practices.

3.3.1 Recycling Containers: The Contractor shall provide and distribute 48, 64 or 96 gallon carts for single stream collection of recyclables as selected by each resident. Identification and instructions shall be imprinted on the cart at the approval of the Village. Paper and cardboard may be tied or bagged in bundles and placed within the recycling cart. Each cart is required to be equipped with RFID tags and the Contractor shall provide a database to the Village that lists each address with the corresponding cart and RFID tag.

3.3.2 Multi-family properties: The Contractor shall be responsible for providing and maintaining a sufficient number of closed recycling containers to serve multi-family properties (as identified in Section 8.0). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used.

3.3.3 Village Buildings: The quantity and type of containers at the Village Buildings and School as identified in Sections 7.0 and 8.3 shall be adequate to manage the generated recycling materials, as mutually agreed to by the Village, School and Contractor.

3.3.4 Optional Up the Drive Recycling Collection: Should the Village Board elect to retain Contractor to provide roadside collection of recyclables, Contractor shall provide a unit price for residents who wish to contract with Contractor for up the drive recycling collection. For purposes of this contract, Contractor can estimate that approximately 100 property owners may elect up the drive service. For each such resident that contracts with Contractor for optional up the drive recycling collection, the amount paid by Village to Contractor for roadside collection of recyclables shall be reduced by the corresponding unit price multiplied by the number of residents who elect optional up the drive recycling collection. Contractor shall provide a monthly report to the Village identifying the residents who have elected up the drive service. If such report is not provided, Contractor shall only be entitled to receive compensation for the rate quoted for roadside collection.

3.3.5 Collection Process: Under this Alternative, Contractor is responsible for providing the necessary equipment for roadside collection, and the necessary means and methods for optional up the drive collection as further described in Section 3.14. Pickup trucks or other similar equipment have not been previously permitted as collection alternatives; however, if proposed, Contractor shall explain the process of collection in its proposal.

For residents that elect up the drive collection, Contractor's employees shall manually empty all recycling containers.

3.3.6 Compliance with Regulations: The collection, removal, and processing or disposal of recyclable materials shall be in full compliance with the rules and regulations governing solid waste services as indicated in the Contract Documents including local rules and regulations as set forth by the Village of Fox Point Board of Trustees, and in accordance with the statutes and regulations of the State of Wisconsin. The Contractor shall notify the Village of the name and location of the MRF at the 1) beginning of the Contract period and 2) at the time of any change in location of the MRF.

Allowable commingled recyclable materials are identified in NR 544 and include, but are not limited to:

1. Glass containers: clear, green and brown.
2. Metal containers: aluminum, steel, and bi-metal.
3. Rigid plastic containers #1 through #7.
4. Newspapers, catalogs, magazines, and chipboard.
5. Corrugated paper cardboard.

Residents are permitted to co-mingle all recyclables. The Village may add, delete, and/or change the list of collectable materials items in order to comply with the collection provisions stated in NR544 or other laws, regulations, and ordinances enacted during the life of this Contract.

3.3.7 Effective Recycling Program: At the onset of and during the life of this Contract, the Contractor shall, at his/her sole cost, develop and implement an "effective recycling program" in accordance with NR 544 which shall be acceptable to and approved by the State of Wisconsin, its respective agencies and any other governmental agencies. This program shall include all additional items mandated by these agencies for recycling, as any mandates take effect. The Contractor shall add to the collection service such additional items at no additional cost to the Village. Furthermore, this recycling program shall comply with all applicable statutes, rules, regulations, and other laws in effect both now and in the future.

3.3.8 Procedures: The Contractor shall provide, as an Attachment to the Quote Form, a narrative description of the procedures which residents must take for preparing recyclable material, prior to placement for collection.

3.4 Up the Drive MSW Collection (Options 2 and 3)

The Contractor shall collect all refuse placed in containers having a capacity of not more than 32 gallons and weighing not more than 50 pounds in weight. Containers will be provided by Village residents. Contractor's employees are to return all containers to point-of-pickup in an orderly manner and in an upside down position, with the cover placed on top. All containers shall be returned to the cart, if carts are provided by the residents.

3.4.1 Container Types: Contractors are alerted that more than one type of container may already be owned by various multi-family locations and the Contractor will be responsible for emptying the containers previously in use, regardless of type. Some multi-family locations may choose to have individual unit containers (refuse cans).

3.4.2 Waste Material outside Containers: If loose waste material is placed outside the container, it will not be picked up. However, the Contractor will pick up MSW outside the containers that are bagged or in a separate container so long as the total approximate quantity of waste does not exceed 1 cubic yard. The Contractor shall collect Christmas trees as refuse/MSW.

3.4.3 Container Care: The employees of the Contractor shall handle the MSW containers in a careful manner and return these containers in an "upside-down" position after the employees have emptied the containers. Upon any container being damaged through mishandling or negligence of employees of the Contractor, the Contractor shall restore the container to its former condition or replace it at Contractor's expense. In the event the Contractor shall determine that a container is in a deteriorated condition, Contractor's employees shall "tag" the container accordingly. The Contractor shall furnish the tags, after first having the Village approve the wording. On the first occurrence, the Contractor shall empty the container subject to the tagging; subsequently, however, Contractor may suspend collection until the resident has corrected the condition necessitating the tagging. The Contractor shall "tag" items not subject to collection and leave them at the residence, in the container, placed "upright", not "upside-down".

The Contractor shall provide, as an Attachment to the Quote Form, information describing Contractor's proposed method of repairing/replacing solid waste containers damaged by Contractor's employees.

3.4.4 Public Information: The Contractor shall set forth the container information described in Section 3.4.3, which pertains to residents, in the Public Information Program as described in Section 16.

3.4.5 Equipment and Collection Process: The Contractor shall furnish all equipment, tools, and labor to collect, remove, and dispose of, from each single/two-family residential dwelling unit and selected multi-family dwelling units within the Village of Fox Point, all allowable refuse for collection.

Under this Alternative, Contractor is responsible for providing scooters or carts that will be used to drive up resident's driveways and collect the MSW at or near the resident's garage as further described in Section 3.14. Pickup trucks or other similar equipment have not been previously permitted as collection alternatives; however, if proposed, Contractor shall explain the process of collection in its proposal.

Contractor's employees shall manually empty all containers into the scooter and then transport the materials to the Contractor's packers. Packers shall be staged in locations as agreed upon by Village. Contractor shall be responsible to daily sweep, clean and, if necessary, power wash each staging location.

3.4.6 Compliance with Regulations: The collection and disposal of MSW shall be in full compliance with the rules and regulations governing solid waste services as indicated in the Contract Documents including local rules and regulations as set forth by the Village of Fox Point Board of Trustees, and in accordance with the statutes and regulations of the State of Wisconsin. The Contractor shall notify the Village of the name and location of the accepting landfill at the 1) beginning of the Contract period and 2) at the time of any change in the location of the landfill.

3.4.7 Multi-Family Properties: The Contractor shall be responsible for providing and maintaining a sufficient number of containers to serve multi-family properties (as identified in Section 8.0). Containers at these locations shall be placed by the Contractor as directed by the

Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used.

3.4.8 Village Buildings: The quantity and type of containers at the Village Buildings and School as identified in Sections 7.0 and 8.3 shall be adequate to manage the generated MSW, as mutually agreed to by the Village, School and Contractor.

3.4.9 Service: All service is to be rendered in a good and workmanlike manner. 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 Village or en route 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. Contractor's equipment must not leak any fluids on Village roads or resident's driveways. Leaks must be repaired immediately and any fluids leaked on Village roads or resident's property must be properly cleaned immediately by the Contractor, which may include power washing the area affected by the leak.

3.4.10 Collection Schedule: All materials meeting the definition of MSW must be picked up according to the collection schedule. Only material not meeting the 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.

3.5 Roadside MSW Collection (Options 6 and 7)

The Contractor agrees to furnish equipment that is adequate and appropriate to render the service as contemplated by this Agreement, including specialized covered packers 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.

3.5.1 Carts: The Contractor shall provide and distribute 48, 64 or 96 gallon carts for collection of MSW as selected by each resident. Identification and instructions shall be imprinted on the cart at the approval of the Village. Should the Village elect to collect MSW and recyclables roadside, the carts supplied for each will be separate and distinct from the other (e.g., different color lids imprinted with the term "Garbage Cart" or "Recycling Cart"). Each cart is required to be equipped with RFID tags and the Contractor shall provide a database to the Village that lists each address with the corresponding cart and RFID tag.

3.5.2 Multi-Family Properties: The Contractor shall be responsible for providing and maintaining a sufficient number of containers to serve multi-family properties (as identified in Section 8.0). Containers at these locations shall be placed by the Contractor as directed by the Village and complex management. The size and number of containers used may vary over the contract term for changing vacancy rates at each complex. The Village shall be notified in writing of any changes made to the quantity and type of recycling containers used.

3.5.3 Village Buildings: The quantity and type of containers at the Village Buildings and School as identified in Sections 7.0 and 8.3 shall be adequate to manage the generated MSW, as mutually agreed to by the Village, School and Contractor.

3.5.4 Service: 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 Village or en route 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. Contractor's equipment must not leak any fluids on Village roads or resident's driveways. Leaks must be repaired immediately and any fluids leaked on Village roads or resident's property must be properly cleaned immediately by the Contractor, which may include power washing the area affected by the leak.

3.5.5 Waste Material outside Containers: If waste material is placed outside the cart whether in additional containers or bagged separately or otherwise, it will not be picked up. Notwithstanding the foregoing, the Contractor will pick up MSW outside the containers between November 15 and January 1 so long as such items are either bagged or in a separate container. The Contractor shall collect Christmas trees as refuse/MSW.

3.5.6 Collection Schedule: All materials meeting the definition of MSW must be picked up according to the collection schedule. Only material not meeting the 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.

3.5.7 Optional Up the Drive MSW Collection: Should the Village Board elect to retain Contractor to provide roadside collection of MSW, Contractor shall provide a unit price for residents who wish to contract with Contractor for up the drive MSW collection. For purposes of this contract, Contractor can estimate that approximately 100 property owners may elect up the drive service. For each such resident that contracts with Contractor for optional up the drive MSW collection, the amount paid by Village to Contractor for roadside collection of MSW shall be reduced by the corresponding unit price multiplied by the number of residents who elect optional up the drive MSW collection. Contractor shall provide a monthly report to the Village identifying the residents who have elected up the drive service. If such report is not provided, Contractor shall only be entitled to receive compensation for the rate quoted for roadside collection.

3.5.8 Container Care: The employees of the Contractor shall handle the MSW containers in a careful manner. Upon any container being damaged through mishandling or negligence of employees of the Contractor, the Contractor shall restore the container to its former condition or replace it at Contractor's expense. In the event the Contractor shall determine that a container is in a deteriorated condition, Contractor's employees shall replace the container, at Contractor's cost.

3.5.9 Equipment and Collection Process: The Contractor shall furnish all equipment, tools, and labor to collect, remove, and dispose of, from each single/two-family residential dwelling unit and selected multi-family dwelling units within the Village of Fox Point, all allowable refuse for collection.

For residents that elect up the drive collection, Contractor is responsible for providing the necessary means and methods for optional up the drive collection as further described in Section 3.14. Pickup trucks or other similar equipment have not been previously permitted as collection alternatives; however, if proposed, Contractor shall explain the process of collection in its proposal.

3.5.10 Compliance with Regulations: The collection and disposal of MSW shall be in full compliance with the rules and regulations governing solid waste services as indicated in the Contract Documents including local rules and regulations as set forth by the Village of Fox Point Board of Trustees, and in accordance with the statutes and regulations of the State of Wisconsin. The Contractor shall notify the Village of the name and location of the accepting landfill at the 1) beginning of the Contract period and 2) at the time of any change in the location of the landfill.

3.6 Village MSW Disposal (Options 1, 4, 5 and 8)

Under this Alternative, the Village will collect all MSW and yard waste in the Village but will dispose of it at a licensed transfer station or landfill. Contractor shall provide a per ton cost for the disposal of MSW and yard waste.

3.7 Additional Recycling Requirements

Contractor shall be responsible for keeping prepared recyclables separate from the general refuse stream, and accordingly shall not be landfilled. In addition, all recyclable materials collected by the Contractor shall be delivered to a firm or broker engaged in recycling.

3.7.1 Monthly Reports: Contractor shall provide the Village with a monthly report on recycling efforts and shall include, but not be limited to the following:

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

3.7.2 Payment and Revenue Options: Contractor shall provide the Village quotes on the cost of recycling collection and processing of all recyclable materials and shall also list the revenue share percentage to be paid to the Village for all materials collected and recycled by Contractor. The marketing of the recyclable materials is the sole responsibility of the Contractor.

3.7.3 Promotion of Recycling: The Contractor shall fully cooperate with the Village in the promotion of greater participation in recycling and reduction of the waste generated within

the Village. This will require the use of collection personnel to distribute printed material provided by the Village during the collection process.

3.8 Frequency of Collection

Under each option, Contractor shall collect each single/two-family residence, Village Buildings and School at least once in each 7 day period. Collection of single/two family residential units shall be on a 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 of Public Works. Multi-family property collections shall be made as needed for the containers provided and occupancy rate.

3.8.1 *Alternate Quotes:* Alternate quotes will be accepted for every other week collection (once every 14 days) of recyclables.

3.8.2 *Collection Days:*

- A. Up the Drive Service: The Contractor shall collect MSW and recyclables on the same day as that of current regular refuse pick-up. Currently, this is a Monday through Thursday schedule, exclusive of weeks in which Holidays occur. An alternate schedule may be proposed by Contractor but shall be explained in detail (number of hours per day, number of staff to be used, etc.).
- B. Roadside Collection: Should the Village elect to adopt roadside collection services, Contractor shall submit a proposed collection schedule to the Village for approval prior to adoption.

3.8.3 *Holidays:* In any week in which a holiday occurs, the day of collection is to be one day later, with collections carrying over to Friday. The weeks of Thanksgiving, Christmas, and New Year's Day are exceptions to this. Normally-scheduled collections will begin the following week. In the event of inclement weather that prohibits normal collection (e. g., heavy snow), the collection will be delayed one day. In all cases, all solid waste must be collected on the same day of any particular week as the Village crew currently collects refuse.

3.8.4 *Schedule Delays:* 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 Village 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.

3.9 Maintenance of Carts

The Contractor agrees to provide and maintain the 48, 64 and 96 gallon carts for MSW and recycling collection and which are necessary for roadside collection service as described in this Section 3.0. The initial (first) cart furnished the resident will be at Contractor's expense.

3.9.1 *Alternate Quotes:* Alternate quotes will be received as follows:

- A. Contractor provides and owns the carts.
- B. Contractor provides but Village owns the carts.

3.9.2 *Damaged Carts:* The Contractor agrees that if the initially furnished cart is broken through no fault of the resident or if the cart cannot be used as a result of normal wear and tear, or if a cart is stolen and such is verified by proper law enforcement authorities, the Contractor shall replace same without charge, subject to a limit of 5% of the total number of carts based on the approval of the cart count by the Village and Contractor on an annual basis. The house count to confirm the cart count shall be a joint house count by Contractor and Village.

3.9.3 *Additional carts:* If a resident desires a second cart, the resident will be charged for the cost of the cart as well as the additional cost for disposal of the materials contained within the second cart. Contractor agrees to invoice resident directly for such costs, the rates of which are shown on the attached Quote Form.

3.9.4 *Cart Composition:* Carts shall contain the highest recyclable plastic content available in the body of the container. Identification and instructions shall be imprinted on the cart at the approval of the Village.

3.10 Location of Carts for Collection

Residents shall locate their carts on the end of the driveway by the roadside. It is the Contractor's responsibility to replace the empty cart in a location that does not inhibit the ingress/egress on private residential driveways, behind curbs, and not in drainage ditches. The lid of the empty cart shall be left in the closed position by the Contractor after collection. The Contractor is not responsible for collection of material located outside of the cart, except as noted in Sections 3.4.2 and 3.5.5.

For multi-family properties, the containers required shall be placed by the Contractor at the direction of the Village and complex management. All containers will be located in a manner to allow ease of access by the collection vehicles. Any changes in the location of containers must be approved by the Village Manager. The Contractor is not responsible for collection of material located outside of the containers.

3.11 Community Cleanup Day and Drop-Off Site

The last two years, the Village has hosted a community recycling event to allow residents the opportunity to dispose of their electronics and white goods/appliances. Future events may be expanded to allow residents the opportunity to dispose of bulky or other unwanted items in addition to the electronics and white goods/appliances. Contractor agrees to provide roll off boxes the day of the event (typically held in the spring) and to collect all materials and dispose of them properly. Contractor shall also provide a staff member to oversee the collection during the community cleanup day.

In addition, in the future the Village may operate a drop-off site at the Village Department of Public Works. Should the Village operate a drop-off site, the Contractor shall provide containers for the collection of recyclable materials and yard waste. Collection containers for materials collected at the drop-off site shall provide for protection from the weather.

Containers shall be designed to minimize the potential for litter, vandalism and the exposure to hazards, especially broken glass. The Village reserves the right to review and approve the containers used at the drop-off site. The Contractor shall be responsible for transporting and processing the materials dropped off at the drop-off site as called for by the Village.

The price on a monthly basis shall include all costs associated with the collection, bailing, transportation, and disposal of the recyclable material and yard waste as noted on the Quote Form.

3.12 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 Village 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 Village 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 a deduction in the amount due the Contractor as identified in Section 15.0 and in the Agreement.

3.13 Disposal Site

Contractor shall furnish a disposal site (landfill or transfer station) and shall hold the Village 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 Village, the contractor will provide appropriate verification that the disposal site or disposal sites used for the disposal of the Village'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.

3.14 Equipment

The Contractor shall provide and use uniformly-covered, highly identifiable transport vehicles (packers). These truck bodies shall be of metal, watertight and designed and manufactured for the collection of solid waste material. The Contractor shall maintain and wash the vehicles as often as is necessary to keep the equipment clean and reasonably attractive. Equipment shall not give evidence of any excessive rust or dents. For the purposes of this Contract, the term "maintain" includes the taking of all steps necessary to insure that no oil or other fluids leak or drop from collection and transport vehicles onto any surfaces in the Village. Village Public Works fleet maintenance personnel are not available for maintenance/repair of Contractor equipment. Contractor vehicle operators shall clean from the roadway/property any solid waste material that drops off or is blown off the equipment. These same guidelines shall apply to "up-the-driveway" collection vehicles, if used by the Contractor for his/her collection operation. The maximum GVWR of "up-the-driveway" vehicles is 3,000 pounds. The Village will not house, fuel, maintain, etc., any Contractor-owned equipment. Additionally, the Contractor shall be responsible to clean up any spilled fluids or oils immediately and thoroughly as further described herein.

The Contractor shall provide, as an Attachment to the Quote Form, a description of its "up-the-driveway" collection equipment and state the names of municipalities where Contractor is currently using such equipment. Contractor shall also provide the equipment model numbers, year purchased and other pertinent information related to the age and condition of the equipment.

3.15 Yard waste, leaf and special pickup collections

Yard waste collection occurs on a weekly basis in the Village and Contractor shall provide a quote to provide weekly yard waste collection. Contractor may also provide a quote for an alternative collection schedule of yard waste.

Leaves are collected generally the first week in October through the first week in December. The Village currently collects leaves roadside using a vacuum and leaf truck. Contractor shall provide a quote to provide weekly leaf collection in the manner and according to the current schedule. Contractor may also provide a quote for an alternative collection schedule of leaves.

The Village also performs special pickups every Friday and averages about 80 special pickups annually. Special pickups are meant to collect materials that are too large or bulky to be placed out for regular refuse collection (excluding white goods, electronics and appliances). Contractor shall provide a quote to perform special pickups (refer also to Section 11.0).

4.0 PAYMENT TERMS

The Contractor will be paid for such collection and disposal/processing and marketing upon providing the Village, not later than 15 days after the last day of each month of collection, with monthly Invoices. The Contractor shall format his/her Invoices to "breakout" costs for each of the applicable Items contained on the Quote Form.

5.0 ADDITIONAL RESIDENTIAL UNITS

The Village will adjust Contractor payment for each dwelling unit which is newly occupied, razed, or unoccupied. The Village will make this adjustment monthly, on the first day of each month, throughout the life of this Contract.

6.0 COLLECTION LOCATIONS AND MAP

It is the Contractor's responsibility to adhere to the route schedule map, as provided by the Village. 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 the Village 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 Village Manager is received by the Contractor.

Collection of MSW and recyclables using "up-the-driveway" service means collection at or near the resident's garage. The Contractor is to instruct each resident as described in Section 16.0 to provide sufficient access for the Contractor to reach the containers and to keep any items not intended for Contractor collection at least ten feet from the containers.

The Contractor may not drive his/her packer collection vehicle onto the driveway of the property owner.

7.0 VILLAGE BUILDINGS AND STORMONTH SCHOOL

Collection and disposal/processing and marketing of MSW and recyclable material, at the frequency stated, shall include service to the following facilities:

- 7.1 Village Hall (including the Police Department), 7200 N. Santa Monica Boulevard, twice weekly.
- 7.2 Municipal Pool, 7100 N. Santa Monica Boulevard, daily during June-early September.
- 7.3 Stormonth School, 7301 N. Longacre Road, daily.
- 7.4 Longacre Pavilion, weekly
- 7.5 Indian Creek Recreational Area, Spooner Road, twice weekly (May 1-October 1), then weekly.
- 7.6 Longacre Tennis Courts, Lombardy Road at Yates Road, twice weekly (May 1-October 1), then weekly.
- 7.7 Dean/Indian Creek ball diamonds, three times weekly (April 1-October 1), then twice a month.

For these facilities, Contractor shall provide at its sole cost, containers, approved by the Village of Fox Point, for collection at sites listed in Sections 7.1 through 7.3.

The Contractor shall provide, as an Attachment to the Quote Form, a narrative description of Contractor's procedure for providing for weekly solid waste collection for these governmental facilities.

8.0 EXPLANATION OF QUOTE ITEMS

The items to be quoted on the Quote Form, included as Attachment A to these General Conditions, include but is not limited to the items described herein. Contractor may elect to provide quotes on all or portions of the items listed on the Quote Form

- 8.1 Collection and disposal/processing and marketing of MSW and recyclable material at all single/two-family residential dwellings and also at any multi-family residences who may request this service.
- 8.2 At the time of entering this agreement, three multi-family residences have requested this service, as outlined below. Cost includes placement of one or more centralized collection point "dumpster-type" containers for MSW and recyclables, respectively. Multi-family property name, address, and number of units are as follows:

<u>COMPLEX NAME</u>	<u>ADDRESS</u>	<u>NUMBER OF UNITS</u>
Fox Hills	425 W. Willow Court	83
Fox Glen	7560 N. Port Washington Road	16
Willows of Fox Point	400-496 W. Willow	40
St. Eugene's Parish	7600 N. Port Washington	1

The Contractor shall provide, as an Attachment to the Quote Form, a narrative description of Contractor’s procedure for providing weekly residential collection for these multi-family properties. The Contractor shall provide service to additional multi-family residential units upon request, at the same per unit cost as the service to the units described herein.

8.3 Collection and disposal/processing and marketing of MSW and recyclable material at the Village Buildings and School specified in Section 7.0. Cost includes placement of one or more centralized recyclable material collection point "dumpster-type" containers at Stormonth School. Estimated quantities of material generated weekly at each facility are expressed as loose cubic yards and are as follows:

<u>FACILITY</u>	<u>ADDRESS</u>	<u>QUANTITIES</u>	
		<u>MSW</u>	<u>Recyclables</u>
Village Hall (including PD)	7200 N. Santa Monica Blvd.		.25
Municipal Pool	7100 N. Santa Monica Blvd.	.5	.5
Stormonth School	7301 N. Longacre Road		
	(Late August – early June)	2.0	1.0
	(Early June – late August)	.5	.25
Recreational Areas		.2	

8.4 While garbage and recycling are not collected at other multi-family properties, churches and synagogues, leaves and yard waste are collected from the churches and synagogues. Contractor shall include the cost to collect these materials from these locations within its quote to provide yard waste and leaf collection.

9.0 PROHIBITED ITEMS

The Contractor shall NOT accept the following materials during the door-to-door collection process or at the drop-off site:

1. Tires.
2. Automotive batteries.
3. Waste motor oil.
4. Construction materials.
5. Hazardous or toxic materials are defined in the State of Wisconsin, Department of Natural Resources Regulation, NR600.
6. Grass clippings, as defined by FPC.
7. Large amounts of stone, concrete, rubble, earth or sod.
8. Containers over 32 gallons and/or over 50 pounds.
9. Large auto parts (engine blocks, heads, fenders).
10. Yard waste.

10.0 HOURS/COMPLAINTS

The Contractor may begin collection operations at 7:00 AM and must complete collection operations by 3:30 PM. The Contractor shall maintain toll-free telephone service at his/her office for receiving calls or complaints relative to the service and shall maintain an official address for this purpose. The Contractor

shall resolve complaints relative to the service by the end of the following work day. The Contractor shall refer to the Director of Public Works for final judgment on any complaints which Contractor cannot resolve. The Contractor shall submit to the Director of Public Works a monthly report of the number of 1) complaints and 2) tagged addresses. The Contractor shall include the schedule of operations (routes, telephone numbers, and hours of operation) and complaint procedures in a Public Information Program which Contractor will distribute to each dwelling/facility as described in Section 16.0.

The Contractor shall provide a system for communicating directly with their collection personnel at all times in order to resolve any complaints that occur during the collection process and without long delays or Village personnel assistance.

11.0 SPECIAL COLLECTION/DISPOSAL

The Contractor shall attach to his/her Bid a narrative explanation regarding Contractor's proposed method of performing Special Collection/Disposal. At a minimum, the narrative shall explain WHAT material Contractor will collect, HOW a resident is to schedule and pay for this service, and WHEN/WHERE a resident is to place the material for a Special Collection. The Contractor is to include all of this information in the Public Information Program set forth in Section 16.0.

12.0 ADDITIONS AND DELETIONS

The Village of Fox Point reserves the right to add or delete MSW and recyclable items as described herein, in accordance with State and Federal law, which will be required to be collected by the Contractor. No additional payment shall be made for such additions or deletions. Written notice shall be provided to the Contractor of such additions or deletions.

13.0 AGREEMENT TO HOLD HARMLESS

By entering into this Contract, the Contractor hereby agrees to release, waive, and further agrees to indemnify, hold harmless, and reimburse the Village of Fox Point, its elected governing body, individual elected officials of the governing body, the officers, and employees of the Village of Fox Point, from and against any claim, liability, or expense of any kind asserted against them for any losses, damages, or expenses arising out of, during, or in connection with the Work specified and performed as part of this Contract.

14.0 ASSIGNMENT

This Contract is not assignable by the Contractor of record, without the expressed written consent of the Village of Fox Point. In the event of bankruptcy, assignment for the benefit of creditors, or petition for receivership relative to the Contractor of record, the Village may, at its option with notice, declare this Contract terminated.

15.0 INADEQUATE SERVICE

In the event the Village shall conclude that the Contractor is not providing adequate service, the Village shall give notice of such deficiency to the Contractor, and if the Contractor does not rectify the service to the satisfaction of the Village within ten days, the Village may declare this Contract null and void in accordance with Section IV, Paragraph C of the Agreement.

15.1 Discontinued Service

If the Contractor fails to provide the MSW collection or recycling services required by these General Conditions and the provisions of this Agreement and fails to cure the default within ten (10) days of receiving written notice to do so, the Village may take the following actions:

15.1.1 Continue Work: Employ such means, as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.

15.1.2 Deduct Expenses: Deduct any and all operating expenses incurred by the Village from any money then due or to become due the Contractor and, should the Village cost for continuing the operation exceed the amount due to the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor relevant to this contract.

15.1.3 Negotiate with Other Contractors: If the Contractor is unable, for any cause, to resume performance at the end of thirty (30) days, the Village shall be free to negotiate with other Contractors for the operation of said waste service and/or take the actions provided below for bankruptcy default, breach of contract. Such actions shall not release the Contractor herein of its liability to the Village for such breach of agreement.

15.1.4 Bankruptcy: In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Village.

15.2 Village Costs

In the event of a material failure to satisfy the obligations under this Agreement, the Contractor shall be responsible for payment to the Village for the Village's actual costs in providing adequate alternative MSW and recycling collection and processing/disposal services due to the Contractor's failure to perform. This responsibility shall continue until such time that the Village has secured new regular collection services for its residents. This provision shall be in addition to the other legal remedies available to the Village.

16.0 PUBLIC INFORMATION PROGRAM

The Contractor shall prepare a Public Information Program and deliver it to the resident of each residential dwelling in the Village, at Contractor's cost, prior to the first day of collection under this Contract. The printed packet shall be prepared or updated after the date of award of the contract by the Village Board. The Contractor shall submit the packet to the Village for approval, prior to reproduction/distribution, allowing two calendar weeks for review. The packet shall explain all facets of the services which the Contractor will provide, focusing on the WHO, WHAT, WHEN, WHERE, WHY, and HOW of the collection program in sufficient detail as to provide for the smooth operation of an MSW

and recycling collection program. The Contractor shall include the costs of producing and delivering the program materials as incidental to the price quoted in the Quote Form.

In addition to providing a telephone service, as stated in Section 10.0, the Contractor shall ensure that all residents are aware of these services provided as Work under this Contract.

17.0 COLLECTION/REPORTING OF INFORMATION

The Contractor shall collect and tabulate the following data on a monthly basis, unless otherwise indicated.

17.1 Monthly Reporting Requirements

The Contractor shall keep records and submit monthly reports with its monthly billings. These reports will serve as a means to inform the Village of the status of collection and disposal/ processing activities and expenditures. In addition to the items identified in Section 3.7.1, monthly reporting requirements include the following:

17.1.1 *Materials collected:* Adequate information to allow analysis of collection and disposal/processing efficiencies (i.e. materials breakdown based on practical measures as approved by the Village). At a minimum, this shall include the tonnage of MSW and recyclables collected, processed and sold or disposed of, segregating the recyclables by type; prices and buyers of recyclable material, by type; residents' comments and complaints; and other information as required by all applicable rules and regulations, both now and in the future, most particularly NR 544 and in accordance with the DNR "Effective Program Criteria".

17.1.2 *Problems:* Discussion of problems and noteworthy experiences in program operation.

17.1.3 *Complaints:* Contractor shall provide a monthly report of all complaints, including the name and street address of each resident complaining, the nature of the complaint, and the final disposition of that complaint. This complaint report shall be attached to the Contractor's monthly billing to the Village.

17.1.4 *Replacement Containers:* The names and address of residents who request replacement bins and/or carts.

17.2 Sampling of Collections

The Contractor shall conduct a statistically accurate sampling of collections to determine the level of participation and compliance with solid waste disposal laws. Failure to report shall be cause for the Village to revoke any license or terminate any contract with the Contractor.

17.3 Inspection of Records

The Village shall have the right to inspect all records of the Contractor pertaining to required reports, including records from any disposal site or processing facility operator utilized by the Contractor.

17.4 Failure to Submit Reports

Failure to provide the monthly reports or required data will result in a deduction from the contract sum due the Contractor of \$500 per month.

17.5 Employee Data

The Contractor shall provide the Village with information pertaining to Contractor’s employees who work in the Village 1) each January 2 and July 2 and 2) whenever a new employee begins work. The information which the Contractor is to provide is the name and address (as set forth on the employee’s Driver’s License) and the Social Security Number. The Village will use this information only to have the Village Police Department screen the driver’s records.

18.0 PERFORMANCE AND PAYMENT BONDS

The selected Contractor shall provide Performance and Payment Bonds to the Village in amounts equal to the value of the first year of the Contract. The Contractor shall renew these Bonds annually, adjust them to equal the value of each successive year of the Contract, and provide copies to the Village.

19.0 INSURANCE

The Contractor shall carry insurance coverage in amounts not less than those set forth in Attachment B. The policy shall name the Village as an additional insured. The Contractor shall furnish the Village a Certificate of Insurance in the form which is included in this Contract Document (Attachment C).

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.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Village.

20.0 LENGTH OF CONTRACT

Options are included in the Quote Form for 3-year, 5-year and 7-year contract periods beginning January 1, 2017. The Village has the option to renew the Contract for an additional one-year or two-year period.

21.0 MEETINGS

Upon notification by the Village, the Contractor shall attend up to four Village Board/Committee meetings per year, at no cost to the Village, for the purpose of explaining his/her services and answering questions.

22.0 CUSTOMER RELATIONS

The Village of Fox Point wants to impress upon the selected Contractor the critical nature of this Contract. The Contractor is to maintain the very best relations with the residents and employees of the Village of Fox Point--by all of its officials and personnel and those of its Subcontractor(s). These positive

relations are essential in order to achieve a successful, trouble-free period of service, with minimal disruption and inconvenience to residents, during the Contract performance period. All Contractor and Subcontractor personnel shall be respectful to residents and employees at all times and shall be competent in this matter of Customer Relations.

23.0 CONTRACT ADMINISTRATION

The Director of Public Works shall administer this Contract on behalf of the Village. During periods of his/her absence, the Village Manager shall act as his/her substitute.

24.0 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.

25.0 DUMPING AND DISPOSAL FEES

Any and all disposal fees (broadly defined to include all fees and taxes imposed by Milwaukee County, the State of Wisconsin and/or the Federal Government, or any Division of agency thereof related to the execution of this contract) that are required to be paid by law including, but not limited to, fees required per Section 289.63, 289.64, 289.67 289.64 (2) Wisconsin Statutes, including any revisions that may be made thereto during the term of this Contract, along with any other fee or tax which must be paid in order for this Contract to be performed in compliance with law, shall be paid fully and in a timely manner by the Contractor. The compensation paid to the Contractor pursuant to this Contract shall be deemed to include any portion of such fees or taxes as may otherwise be the obligation of the Village.