

**Consumer Electronics and Appliances Recycling Services Contract  
City of Waukesha – Strongbox Document Destruction, LLC**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Strongbox Document Destruction, LLC, 17145 West Bluemound Road, Brookfield, Wisconsin 53005-5947, referred to herein as the Contractor. Together, the City and Contractor are referred to as the Parties.

**Recitals**

The City intends to conduct document-shredding events for the public at the City's Drop-Off Center on Sentry Drive. The purpose of the events is to give Waukesha residents the opportunity to dispose of paper documents in a secure and confidential manner.

Contractor has represented itself to the City as having the ability to provide confidential shredding and disposal services for such events, and is willing to provide those services to the City and its residents.

Now, therefore, the City and the Contractor agree and contract as follows:

1. **Definitions.** The following capitalized terms have these meanings:
  - a. **Shred Event.** The periodic events on dates and at times designated by the City at which Contractor perform its shredding activities as required by this Contract. Shred Events shall be of at least 6 hours in duration.
  - b. **Eligible Materials.** The materials that Contractor will accept for shredding. Contractor shall provide the City with lists of Eligible Materials and materials that will not be accepted, upon execution of this Contract, sufficient for City to notify the public in advance of the Shred Events.
  - c. **Event Site.** The City's Drop-Off Center at 750 Sentry Drive.
2. **Contractor Duties.** The Contractor shall perform the following, at Contractor's sole expense:
  - a. Conduct at least two Shred Events in calendar year 2023, the first on May 6 and at least one other on dates to be agreed on by the Parties.
  - b. Accept all Eligible Materials delivered to the Shred Event by the public, and shred the materials on-site at the Shred Event. Contractor may refuse to accept materials that are not listed as Eligible Materials.
  - c. Maintain the confidentiality of all materials delivered to Contractor until the materials are shredded.
  - d. Haul away and dispose of all shredded materials on the days of the Shred Events according to all applicable federal, state, and local laws, rules, and regulations. No materials may be left by Contractor at the Event Site.
  - e. Ensure that all shredded materials are recycled.
  - f. Provide all labor, equipment, and materials required to conduct the Shred Event.
  - g. Post signage at the Shred Event notifying the public of Eligible Materials and what materials will not be accepted.
  - h. Keep the Event Site clean and ensure that all collected materials are deposited into containers.
  - i. Comply with the City's directions for operation of the Event Site, and comply with all City regulations concerning the Event Site.
  - j. Provide the City with reports showing the quantity of materials shredded at each Shred Event, and such other statistical information about the Shred Events as the City reasonably requests.

3. **City Duties.** The City shall:
  - a. Provide an exclusive area at the Event Site large enough to accommodate Contractor's shredding operations with a firm, well-drained surface for Contractor's equipment and materials.
  - b. Provide signage directing traffic to and from Contractor's location and provide traffic control within the Event Site.
4. **Indemnification of City.** Contractor shall indemnify and hold the City, its employees, officers and officials harmless from and against any claims, demands, lawsuits, damages or other liabilities of any kind arising from Contractor's operations at the Event Site and Contractor's possession, handling, and disposal of documents delivered to it at the Events, including, but not limited to, personal injury and claims that materials delivered for shredding were not kept confidential.
5. **Assumption of Risk, Release and Waiver of Claims.** Contractor acknowledges that City has no control over, and no responsibility for, the content of the materials delivered by the public for shredding at the Events. Contractor shall be solely responsible for accepting or refusing to accept the materials delivered to it, and assumes all risks of damage or injury arising as a result of acceptance of materials. Contractor releases City, and waives all claims against City, for any damages or injuries to Contractor, Contractor's employees, or Contractor's equipment caused by the materials accepted by Contractor at the Events.
6. **Fees.** City shall pay Contractor for each Shred Event as follows:
  - a. \$250.00 for each hour the Shred Event is conducted, with a two-hour minimum.
  - b. \$100.00 per hour for Contractor's travel time to and from Contractor's facility in Brookfield, Wisconsin. Contractor estimates a half-hour of travel time each way.
7. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the term of this Contract and for no less than one year after the end of the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
8. **Record Keeping.** Contractor shall keep all documents and records generated in the performance of this Contract for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Contractor acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
9. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
10. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

**City of Waukesha**

By Shawn N. Reilly, Mayor

Date: \_\_\_\_\_

Attested by Gina L. Kozlik, City Clerk

Date: \_\_\_\_\_

**Strongbox Document Destruction, LLC**

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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