

City Buildings Refuse and Recycling Disposal Services Contract
City of Waukesha – Lakeshore Recycling Systems (LRS)

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield St., Waukesha, WI 53188, referred to herein as the City; and Lakeshore Recycling Systems, 4220 N Newville Rd., Janesville, WI 53545 referred to herein as LRS. Together, the City and LRS are referred to as the Parties:

Recitals

The city of Waukesha operates multiple buildings occupied by City personnel who generate waste and recyclables and requires a means of disposing of that waste and recyclables.

LRS offers waste disposal services of the kind required by the City, and the City has determined that LRS is qualified to dispose of solid waste and recyclables.

Now, therefore, in consideration of the mutual promises contained herein, the City and LRS agree, and contract as follows:

1. LRS Obligations. LRS shall perform the following:

- a. **Container Provision.** LRS shall provide and deliver to the City, at the locations designated by the City, containers of a size appropriate for the volume of solid waste and recyclables collected by the City and ensure that there is at all times adequate containers at the City location into which solid waste and recyclables can be loaded.
- b. **Hauling and Disposal.** On a consistent schedule basis, LRS shall pick up and haul away the content of the containers and dispose of the contents in full compliance with all applicable local, state, and federal laws.
- c. **Licensing and Permitting.** LRS shall be responsible, at LRS's sole expense, for obtaining all licenses, certificates, and permits required to meet its obligations under this Contract.
- d. **Expenses of Pick-Up, Hauling Disposal.** LRS shall pay all expenses incurred in connection with its performance of its obligations under this Contract, including, but not limited to: Equipment acquisition costs, labor, fuel, maintenance, insurance, repairs, landfill tipping fees, permit and license fees. The fees described in section 4 shall be the only consideration paid to LRS by the City for services under this Contract.

2. City Obligations. The City shall be responsible for the following:

- a. **Container Loading.** The City shall be responsible for monitoring the loading of solid waste and recyclables into the respective containers provided by LRS. The City shall observe loading guidelines imposed by LRS.
- b. **Restrictions on Waste.** The City shall load only solid waste and recyclables into the respective containers provided by LRS. The City shall not load any yard waste, hazardous wastes or flammable materials into containers, except as incidentally disposed in the normal course of operations.

3. Term of Contract. The initial term of this Contract shall commence on April 1, 2025, and terminate on December 31, 2027. The City shall have the option to extend the initial term by an additional two years, to terminate on December 31, 2039, by written notice to LRS no later than 6 months before the end of the initial term.

4. **Payment.** The City shall pay LRS for its services under this Contract per the fee schedule which follows. Fees shall be adjusted on January 1 each year of the Contract:

Location 1	Trash Service	Recycle Service
Library 321 Wisconsin Ave.	8 YD / 1X week	2 YD (wheeled) / 1X week
2025 (Apr. – Dec.)	\$ 139.44	\$ 34.86
2026	\$ 146.41	\$ 36.60
2027	\$ 153.73	\$ 38.43

Location 2	Trash Service	Recycle Service
Police Station 1901 Delafield St.	8 YD / 2X week	6 YD / EOW week
2025 (Apr. – Dec.)	\$ 278.88	\$ 54.78
2026	\$ 292.82	\$ 57.52
2027	\$ 307.47	\$ 60.39

Location 3	Trash Service	Recycle Service
Parks and Recreation 1900 Aviation Dr.	4 YD / 1X week	8 YD / EOW week
2025 (Apr. – Dec.)	\$ 69.72	\$ 73.04
2026	\$ 73.21	\$ 76.69
2027	\$ 76.87	\$ 80.53

Location 4	Trash Service	Recycle Service
City Hall 201 Delafield St.	4 YD (wheeled) / 1X week	4 YD (wheeled) / EOW week
2025 (Apr. – Dec.)	\$ 69.72	\$ 36.52
2026	\$ 73.21	\$ 38.35
2027	\$ 76.87	\$ 40.26

Location 5	Trash Service	Recycle Service
Metro Transit 2311 Badger Dr.	4 YD / 1 week	8 YD / 1X month
2025 (Apr. – Dec.)	\$ 69.72	\$ 33.20
2026	\$ 73.21	\$ 34.86
2027	\$ 76.87	\$ 36.60

Location 6	Trash Service	Recycle Service
Buchner Park 223 Oakland Ave.	6 YD / 1 week	6 YD/ EOW week
2025 (Apr. – Dec.)	\$ 104.58	\$ 54.78
2026	\$ 109.81	\$ 57.52
2027	\$ 115.30	\$ 60.39

Location 7	Trash Service	Recycle Service
Transit Center 212 E St. Paul Ave.	2 YD (wheeled) / 2X week	N/A
2025 (Apr. – Dec.)	\$ 69.72	\$ n/a
2026	\$ 73.21	\$ n/a
2027	\$ 76.87	\$ n/a

Location 8	Trash Service	Recycle Service
Horeb Pool (Seasonal May - August) 330 Spring St.	6 YD / 1X week (seasonal)	N/A
2025 (Apr. – Dec.)	\$ 104.58	\$ n/a
2026	\$ 109.81	\$ n/a
2027	\$ 115.30	\$ n/a

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- a. The fees listed are inclusive of all taxes, permit fees, fuel surcharges, administrative fees, environmental fees, and all the other fees, and no such additional fees shall be charged to the City.
 - b. The contractor shall, at the City’s request, adjust service pricing at specified locations in accordance with similar services at other locations. This may include an increase or decrease of services at an existing location or added services a new location.
 - c. LRS shall invoice the City monthly, and invoices shall show sufficient detail to support the fee calculation. Invoices shall be payable in the net 30 days.
5. **Legal Holidays.** Waste pick-up, hauling and disposal will not take place on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 6. **Title to Waste.** Title to the municipal solid waste to be collected under this Agreement shall pass to LRS once it is placed in the container under control of LRS; provided however, that LRS shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof. LRS shall not be required to collect or dispose of Unacceptable Waste placed in LRS’s containers. “Unacceptable Waste” means (a) waste and materials that are not part of the services contemplated by this Contract, (b) Hazardous Waste, Biomedical Waste, Special Waste fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, and firearms, (c) waste of which the acceptance and handling by LRS would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to LRS’s vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or LRS’s employees, and (d) waste which is or may be prohibited from disposal

at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

7. **Indemnification.** LRS shall indemnify, defend and hold the City harmless from any and all claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, LRS's performance of its obligations under this Contract, including court costs and actual attorney fees.
8. **Insurance.** LRS shall maintain insurance of the following kinds and for not less than the following limits, at LRS's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. LRS shall obtain an endorsement making the City an additional insured, and LRS'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, LRS shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including product-completed operations, a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, a minimum of \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
 - e. Property casualty, a minimum of the value of the containers delivered pursuant to section 1.a.
9. **Subcontractors.** LRS may not engage subcontractors to perform any of its obligations under this Contract without the written consent of the City, which may be withheld without cause.
10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. 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.
11. **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.
12. **Force Majeure.** Neither Party shall be in default of this Contract if the failure to perform was the result of an unforeseen circumstance beyond the Party's control, provided performance resumes or takes place as soon as reasonably possible after circumstances return to normal.
13. **Corporate Authorization.** The individuals executing this Contract on behalf of LRS warrant and represent that they are duly authorized to bind LRS to this Contract. LRS warrants and represents that the execution of this Contract is not prohibited by LRS's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. LRS shall provide proof upon request.
14. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
15. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.

- 16. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all the Parties to this Contract.
- 17. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 18. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
- 19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

Lakeshore Recycling Systems

 Justin Montani, Municipal Services Coordinator
 Date: _____

City of Waukesha

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 Shawn N. Reilly, Mayor
 Date: _____

 Attest: _____, City Clerk
 Date: _____

To certify funds for payment:

 Joseph P. Ciurro, Finance Director
 Date: _____