

Res 539
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Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department of Public Works Highway & Transportation-Solid Waste	Contract/Addendum #: 12803																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: left;">Contract</th> <th style="width: 50%; text-align: right;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: June 1, 2016 to December, 31, 2018																					
4. Amount of Contract or Addendum: \$683,922.00																					
5. Purpose: Hazardous Waste Collection, Transport & Disposal at Clean Sweep.																					
6. Vendor or Funding Source: Veolia ES Technical Solutions LLC																					
7. MUNIS Vendor Code: 25990																					
8. Bid/RFP Number: Proposal #115103																					
9. Requisition Number: 1237																					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
11. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
12. Account No. & Amount, Org & Obj. <u>SWCLEAN / 31137</u> Amount \$ <u>683,922.00</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year: #1237 released on 4/6/2016																					
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption: 2015 RES-539 on 4/7/2016																					
15. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
16. Director's Approval: for JM																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
Received	_____	<u>6/9/16</u>	_____	Vendor Name Veolia ES Technical Solutions LLC W124 N9451 Boundary Rd., Menomonee Falls, WI. 53051 Contact Person: Mark Heal Phone No#: (262) 253-5833 E-mail Address: Mark.heal@veolia.com (Acct. Manager)
Controller	_____	_____	<u>6/16/16</u>	
Corporation Counsel	_____	<u>6/16/16</u>	<u>6/16/16</u>	
Risk Management	_____	<u>6/16/16</u>	<u>6/16/16</u>	
Purchasing	_____	<u>6/9/16</u>	<u>6/9/16</u>	
_____ County Executive	_____	_____	_____	

Footnotes:

1.

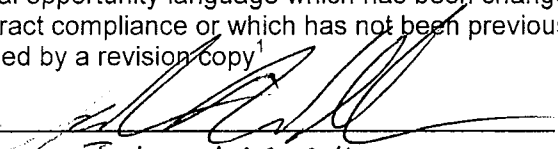
2.

Return to: Name/Title: Traci Genz, Clerk Typist III Phone: (608) 266-4018 E-mail Address: genz@countyofdane.com	Dept.: Public Works-Solid Waste Mail Address: 1919 Alliant Energy Center Way, Madison WI 53713
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 6/6/2016 Signed: 
 Telephone Number 608-516-4154 Print Name: John Welch

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

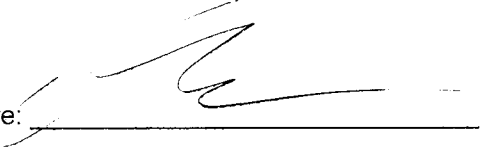
1. **Department Head** Contract is in the best interest of the County.
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
 Comments:

Date: 7/5/16 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
 Comments:

Date: 6/16/16 Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

AWARD OF AGREEMENT FOR VEOLIA ES TECHNICAL SOLUTIONS LLC

The Department of Public Works, Highway & Transportation reports the receipt of proposals for hazardous waste collection, transport and disposal at Clean Sweep, 7102 UW HWY 12, Madison WI., Proposal # 115103.

An Agreement has been negotiated with Veolia ES Technical Solutions LLC in the amount of \$683,922.00.

The Public Works staff finds the amounts to be reasonable and recommends the Agreement be awarded to Veolia ES Technical Solutions LLC

There are sufficient funds available for this project.

The Contract shall be in effect until December 31, 2018, with an option by mutual agreement of the county and provider to renew for 2 additional 1-year periods.

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to Veolia ES Technical Solutions LLC in an amount not to exceed \$250,000.00; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Agreement; and

BE IT FURTHER RESOLVED that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Agreement.

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 17

Agreement No. 12803

Expiration Date: December 31, 2018

Authority: Res. _____, 2016-2017

Department: Solid Waste

Maximum Cost: \$683,922.00

Registered Agent: N/A

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Veolia ES Technical Solutions, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of hazardous waste collection, transport and disposal per RFP #115103; and

WHEREAS PROVIDER, whose address is W124 N9311 Boundary Road Menomonee Falls, WI 53051, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the material covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any material breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay, to the extent caused by PROVIDER'S negligence, breach or willful misconduct in the performance of this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement. Except with regards to the indemnity obligations in this Article A, in no event shall either party be responsible to the other for consequential, incidental, indirect, special or punitive damages in connections with this agreement, whether based in contract, tort, strict liability, statute, or otherwise.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability in the amount of \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. COUNTY REPRESENTATIONS TO PROVIDER. COUNTY represents to PROVIDER that:

- A. The description of and specifications pertaining to its waste materials in the waste profile sheet is and at all times will be true and correct in all material respects, and waste materials tendered to PROVIDER will at all times, including, without limitation, at the time of recertification of the waste materials, conform to the description and specifications contained in the waste profile sheet;
- B. COUNTY has made available all information it has regarding the waste materials and COUNTY receives information that the waste materials described in a waste profile sheet present, or may present, a hazard or risk to persons or the environment not reasonably disclosed in the waste profile sheet, COUNTY will promptly report such information to PROVIDER;
- C. If COUNTY is not the Generator of the waste materials (as defined in 40 CFR 260.10), COUNTY has all necessary authority to enter into this Agreement with respect to the waste materials;

- D. COUNTY is under no legal restraint which prohibits the transfer of possession of such waste materials to PROVIDER;
 - E. COUNTY shall comply with all applicable statutes, ordinances, laws, orders, rules and regulations, and shall provide PROVIDER a safe work environment for services performed on any premises owned or controlled by COUNTY; and
 - F. If PROVIDER requests that work areas be secured, COUNTY will be responsible for securing such work areas and for preventing anyone other than PROVIDER personnel from entering the designated work areas.
- X. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- XI. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XII. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
 - B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the

COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XIII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and

8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIV. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for COUNTY inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future COUNTY contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, COUNTY may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XVI. MISCELLANEOUS.


- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. 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 hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

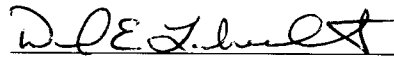
FOR PROVIDER:

Date Signed: 6/2/16



JOE BAUMANN - Vedlin Branch General Mg.

Date Signed: 6-2-2016



DAVID E. LAMBRECHT / SALES MANAGER -
CENTRAL BRANCH

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

* [print name and title, below signature line of any person signing this document]

Schedule A

I. SUPPLEMENTAL REQUIREMENTS.

- A. PROVIDER shall either be an eligible contractor in accordance with the Wisconsin Department of Agriculture Trade and Consumer Protection ATCP 34 or pay annually the maximum allowable DATCP grant to Dane County each January throughout the contract period. For 2016, the DATCP grant amount is \$28,000.

ATCP 34 can be accessed via the internet at:
<http://www.legis.state.wi.us/rsb/code/atcp/atcp034.pdf>

- B. At minimum the PROVIDER will accept bulked drums containing either oil-based paint, latex paint, pesticides, pesticide contaminated soils, oxidizers, nonhalogenated solvents, halogenated solvents, or antifreeze. Accept loose packed cubic yard boxes of oil based and latex paint, flammable liquids, flammable gasses, solid pesticides/toxics, liquid pesticides/toxics. Accept loose packed drums of flammable liquids, flammable gasses, flammable solids, solid pesticides/toxics, liquid pesticides/toxics, mercury containing devices, PCB containing ballasts, oxidizers, and mercury amalgam. Accept lab packs of specified materials as generated. Accept rollofs of latex paint cans for recycling and/or disposal.
- C. PROVIDER shall accept any other appropriate containers of hazardous waste comprised of the materials specified.
- D. PROVIDER shall containerize materials, which are not packed by Clean Sweep/Dane County personnel, for transport in accordance with all applicable statutes and regulations. Records must be kept to document the number of containers, type of waste material and approximate volume of each container packed into each container.
- E. PROVIDER shall inventory, manifest, label and transport these materials off-site and be responsible for their final disposition (reuse, reprocessing, fuel blending, treatment, disposal, etc.) in accordance with all applicable statutes and regulations.
- F. PROVIDER shall provide all safety equipment necessary to effect the proper site operations, including but not limited to; chemical fire extinguishers, spill containment systems, absorbent materials, ground covers, and personal protective equipment for both County personnel and PROVIDER personnel.
- G. PROVIDER shall make pickups every two to four weeks or when notified that containers have accumulated at the Dane County Clean Sweep Facility at 7102 US Highways 12 and 18, Madison, Wisconsin. At a minimum, hazardous wastes will be shipped out on a monthly basis.

- H. PROVIDER shall provide a shipping trailer (minimum 48 foot) to be left at the Dane County Clean Sweep Facility for accumulation of waste between shipments. This trailer will be picked up by the PROVIDER on the day of shipment and an empty trailer left to accumulate waste for the next shipment (ie. "drop and hook"). The trailers provided shall be lined with drip pans to collect any spills from containers placed on the trailer. Proposers must provide a description, photograph or diagram of the trailer drip pan.
- I. PROVIDER shall provide a 20-cubic yard rolloff with liner and tarping system for cans latex paint containers between shipments. This rolloff will be picked up by the PROVIDER on the day of shipment and an empty rolloff left to accumulate latex paint for the next shipment. The facility can accommodate two rolloffs at a time.
- J. PROVIDER shall make occasional pick-ups at off-site locations throughout Dane County when notified. These pick-ups include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
- K. PROVIDER shall be able to conduct a minimum of two annual satellite collection events at off-site locations throughout Dane County. The PROVIDER must provide trained and experienced personnel to collect and pack materials. These collection events include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
- L. PROVIDER shall be licensed to haul and process hazardous waste and be able to perform all of the above hazardous waste activities in compliance with applicable U.S. Environmental Protection Agency, Department Of Transportation, and Wisconsin Department of Natural Resources (WDNR) regulations, and all other applicable regulatory agencies. All facilities involved in the transfer, treatment, disposal, and storage must also be licensed and in compliance.
- M. PROVIDER shall secure all permits required for work prior to the commencement of work.
- N. PROVIDER shall comply with all applicable Federal, State, and local codes and regulations.
- O. PROVIDER shall be responsible for the supervision and direction of their workers, and is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract.
- P. PROVIDER shall repair any and all damages to the buildings, grounds, or equipment of Dane County by their operations or personnel at no expense to Dane County.
- Q. PROVIDER shall implement engineering controls and work practices,

which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.

- R. PROVIDER shall maintain clean and orderly conditions at the work site. PROVIDER shall clean up any spills caused by or resulting from their packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner. Upon completion of the work, the work site shall be left in a neat and orderly condition.
- S. PROVIDER shall conduct waste pickups every two to four weeks as needed, or within 1 week of notification that fifty-five gallon drums, cubic yard boxes, or a full latex paint rolloff, have accumulated at the site. Hazardous wastes must be shipped from the site a minimum of every 30 days. All waste pickups shall be coordinated with the Hazardous Waste Coordinator (Telephone No. 608 / 838-3212). At a minimum, hazardous wastes will be shipped out on a monthly basis.

II. TECHNICAL REQUIREMENTS.

- A. Dane County's waste shall not be mixed with the waste from any other facility at any time during the transporting or disposal process.
- B. Preference shall be given to the following waste disposal hierarchy:
- Reuse
 - Reprocessing
 - Fuel Blending
 - Incineration (RCRA B with ash disposal in a Subtitle C landfill only).
- C. PROVIDER shall provide a listing of all recycle/treatment/disposal facilities used under the terms of this contract.
- D. All facilities must be licensed and in compliance with all applicable regulations. Their use is subject to prior approval by the Hazardous Waste Coordinator. Any facility not on the approved list must obtain written approval by the Hazardous Waste Coordinator. Any costs associated with the approval process, such as site audits and visits (for 2 persons), shall be at the expense of the PROVIDER. No changes from the specified facilities will be allowed without prior written approval by the Hazardous Waste Coordinator.

III. WASTE CHARACTERIZATION.

- A. Hazardous waste materials to be packed may include the following categories (but not limited to): pesticides, flammable liquids, flammable gas, gas cylinders acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, mercury amalgam, reactives, dangerous-when-wet lab packs, spontaneously combustible lab packs, and dioxin forming wastes (2-4-5-T, & pentachlorophenol).

The category of PCB Wastes consists of any hazardous waste contaminated with PCB's, including any ballasts containing PCB's. Waste containing less than 50 ppm of PCB's shall be disposed of at a RCRA facility. Waste containing

greater than or equal to 50 ppm of PCB's shall be disposed of at a TSCA facility.

Non-hazardous and/or universal waste materials to be packed may include the following: latex paint,, antifreeze, and absorbent materials from waste oil clean-ups.

IV. CONTRACT TERM.

- A. The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until December 31, 2018, with an option by mutual agreement of the COUNTY and PROVIDER, to renew for 2 additional 1-year periods.
- B. Adjustments for 2019 and 2020 contract prices shall be based on the percentage change in the annual Consumer Price Index for all items for Midwest urban consumers.
- C. The contract may be renewed for the calendar years 2019 and 2020 by mutual agreement of contracting parties, with pricing based upon the CPI increase as noted in #B above.

V. CONTRACT TERMINATION

Dane County reserves the right to terminate the contract upon thirty (30) days notice in writing if, in the opinion of the Dane County Public Works Department, the work performed under the contract is not satisfactory.

Schedule B

- I. All prices, costs, and conditions outlined in the cost proposal contained in Schedule D shall remain fixed and valid for the 2016, 2017 and 2018 calendar years.

- II. PAYMENT REQUIREMENTS.

PROVIDER shall include in their disposal unit prices the cost for mobilization and demobilization of all labor, tools, and equipment necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials (including any rental, transportation, drop charges, and plastic liners for latex rolloffs and accumulation/transportation trailers left on site) from the Dane County Clean Sweep Facility, at 7102 US Highways 12 and 18, Madison, Wisconsin and possible satellite sites in Dane County.

PROVIDER shall include in their disposal unit prices the cost for all safety equipment necessary to effect the proper site operations for PROVIDER personnel, including but not limited to; chemical fire extinguishers, spill containment systems, ground covers, and personal protective equipment for all PROVIDER personnel.

PROVIDER shall include in their disposal unit prices the cost for all insurance necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials from the Dane County Clean Sweep Facility, 7102 USH 12 & 18, Madison, Wisconsin or satellite sites in Dane County.

PROVIDER shall include in their disposal unit prices the cost for all orientation/training required to instruct Dane County personnel on PROVIDER's procedures for waste segregation, packaging, bulking, labeling, and site safety.

PROVIDER shall provide separate unit prices for DOT-approved containers and supplies including cubic yards boxes, absorbents and pads, and pallets.

PROVIDER shall provide separate unit pricing for waste profiling. Waste Profiling includes all testing, either on-site or laboratory, for any verification of bulked material required by the PROVIDER.

- 1) Bulked materials may include latex paints, oil-based paints, halogenated solvents, antifreeze, absorbents from waste oil clean-ups, pesticides, pesticide contaminated soils/debris and nonhalogenated solvents.

PROVIDER shall include in their unit price the cost for all materials, labor, tools, equipment, transportation, and supervision necessary for any waste profile required by the PROVIDER.

PROVIDER shall include in their unit price the cost for all labor, tools, equipment, transportation, insurance, waste analysis of unknowns, and supervision necessary to effect the proper lab packing, labeling, collection, and transport and disposal of the specified materials from the Dane County Clean Sweep Facility, at 7102 US Highways 12 and 18, Madison, Wisconsin, or satellite sites in Dane County.

- 1) Waste Analysis includes all testing, either on-site or laboratory, for unknowns required by the PROVIDER. PROVIDER should be capable of performing this analysis on-site.

All payments shall be based on one of the following unit prices for each waste category listed in the Bid Schedule. 1). Unit price per pound of waste material packed. 2). Unit price per pound of waste material bulked. 3). Unit price per waste container packed. 4). Unit price per roll-off of latex paint.

The net weight of each waste category (as listed in the Specifications) shall be determined by weighing each packed container including the weight of the container. Each container shall contain only one waste category.

Payment requests listing each waste category in this item may be submitted upon receipt of completed manifests, for the waste category, by the Hazardous Waste Coordinator. Payment will be following approval by the Hazardous Waste Coordinator.

All payment requests shall be submitted by hardcopy original invoice on company letterhead. Handwritten invoices will not be accepted. Invoices must be submitted in duplicate and must, at a minimum, include the following: PROVIDER name, unique invoice number, invoice date, shipment pick-up date, WDNR/EPA manifest number, waste description, unit price (in format as submitted in RFP; i.e.: container or pound), unit, number of units billed, number of containers billed (regardless of unit price), price per line item, total price, and actual payment amount due. Each wastestream picked-up shall be listed as a separate line item. Each pick-up date shall be listed on a separate invoice

Schedule C

- I. PROVIDER shall provide yearly reports tabulating the disposition of all materials accepted as appropriate for WDNR . Reports shall at a minimum include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists. An additional on-line information system that can be accessed via the world wide web is preferred. PROVIDER shall also submit COD packets to the COUNTY and shall contain the actual certificate of disposal/recycling (COD/R) of the wastestream, and a copy of the manifest with the wastestream listed. The packet must clearly show that the COD/R is for the wastestream that is listed on the manifest. The Hazardous Waste Coordinator must be able to track the waste from pick-up through final destruction/recycling at the endsite.
- II. PROVIDER shall provide copies of all manifests and all other documents to the Hazardous Waste Coordinator within 5 days of the date of waste shipment from the site. Submit a final report within 6 weeks of the date of final waste shipment for the year. Extensions may be granted only with the prior approval of the Hazardous Waste Coordinator.
- III. Facilities used under the contract will be subject to site audits at the PROVIDER's expense during the contract period. Each facility used under this contract may be audited up to one time annually.

Schedule D

Combined Bid (All Waste Materials) Unit Prices 2016-2018 Pricing based on Best and Final Response

ITEM NUMBER	UNIT PRICE	ESTIMATED ANNUAL QUANTITIES	TOTAL COST	PROPOSED PACKAGING
Laboratory Analyses and Testing				
TCLP without pesticides and herbicides	\$ 750.00 /test	2 tests	\$1,500.00	N/A
RCRA metals	\$ 125.00 /test	2 tests	\$250.00	Per metal
Full waste characterization	\$ 750.00 /test	2 tests	\$1,500.00	N/A
PCB screen	\$ 70.00 /test	4 tests	\$280.00	N/A
2. Handling, Transport and Disposal				
Latex Paint (bulked)	\$145.00/drum	5 55-gal. drums	\$725.00	551A2
Latex Paint (c.y. box)	\$495.00/box	0 boxes	\$0.00	CUYD Box
Latex Paint (rolloff for recycling)	\$1,200.00/rolloff (landfill, 2 boxes per shipment) \$1,650.00/rolloff (landfill, 1 box per shipment)	22 20-CY rollofs	\$26,400.00 (\$36,300.00 alternate cost w/single box Shipments)	20 YD Rolloff w/ liner and tarp. Recycle rate \$9,200.00 per box
Oil-Based Paint (bulked)	\$80.00 /drum	5 55-gal. drums	\$400.00	551A2
Oil-Based Paint (c.y. box)	\$445.00 /box	120 boxes	\$53,400.00	HHW3-CUYD box (36"x36"x36")
Nonhalogenated Solvent	\$80.00 /drum	90 55-gal. drums	\$7,200.00	551A2
Halogenated Solvents	\$235.0 /drum	2 55-gal. drums	\$470.00	551A2
Flammable Liquids loose pack (not bulked)	\$0.93 /lb.	46,000 lbs.	\$42,780.00	FL3 or PCAN-CUYD box (36"x36"x36")
Flammable Gas (aerosol) loose pack	\$0.90 /lb.	16,000 lbs.	\$14,400.00	No foam-CUYD box (36"x36"x36")
Acids loose/labpacks	\$200.00 /drum	20 55-gal. drums	\$4,000.00	551H2
Alkalines loose/labpack	\$200.00 /drum	10 55-gal. drums	\$2,000.00	551H2
Toxics liquids loose/labpack	\$1.18 /lb.	18,000 lbs.	\$21,240.00	551H2-No Dioxins \$50 Min.
Toxic solids loose/labpack	\$1.18 /lb.	12,000 lbs.	\$14,160.00	551H2 or CUYD box (36"x36"x36) – No Dioxins
Oxidizers loose/labpack	\$4.95 /lb.	1,200 lbs.	\$5,940.00	051H2, liquids bagged, 5g-\$85 Min.
Flammable Solids labpack	\$175.00 /drum	2 15-gal. drum	\$350.00	051H2, \$60 Drum Min
Spontaneously Combustible labpack	\$80.00 /drum	2 5-gal. drum	\$160.00	051H2

Dangerous When Wet labpack	\$80.00 /drum	2 5-gal. drum	\$160.00	5G, CBC for metal powders, no calcium carbide
Organic Peroxides labpack	\$85.00 /drum	2 5-gal. drum	\$170.00	5G Non-Temp Controlled
Mercury Devices/Debris loosepack	\$7.95 /lb.	500 lbs.	\$3,975.00	5G, Inorganic Only, \$245 Drum Min.
Mercury Amalgam loosepack	\$7.95 /lb.	120 lbs.	\$954.00	5G, Inorganic Only, \$245 Drum Min.
Mercury Compounds labpack	\$245.00 /drum	4 5-gal. drum	\$980.00	5G, Inorganic Only, \$245 Drum Min.
PCB Contaminated Liquid	\$1.90 /lb.	1 drum	\$760.00	551A2 (@400#)
PCB Containing Devices	\$1.90 /lb.	1,300 lbs.	\$2,470.00	Capacitors
Antifreeze	\$0.21 /lb.	8,000 lbs	\$1,680.00	
Lithium Batteries	\$5.80 /lb.	50 lbs.	\$290.00	5G, only ion or metal, separated and taped.
Diesel Debris	\$0.60 /lb.	200 lbs.	\$120.00	Non-haz, \$35 Drum min
Pesticide/Herbicide contaminated Sludge/Soil	\$1.20 /lb.	1,000 lbs.	\$1,200.00	551A2
Empty Steel Drums	\$18.00 /drum	5 55-gal. drums	\$90.00	
Bulked Pesticide/herbicide	\$0.70 /lb.	1,000 lbs.	\$700.00	551A2
Dioxin Wastes	\$9.00 /lb.	200 lbs.	\$1,800.00	\$225 – Drum min
Waste Not Otherwise Specified (incineration)	\$1.25 /lb.	1,000 lbs.	\$1,250.00	\$60 Drum Min, No reactives or cylinders
Waste Not Otherwise Specified (pumpable for fuel blending)	\$80.00 /drum	10 55-gal. drums	\$800.00	Must meet fuels blending criteria
Non-controlled pharmaceuticals	\$190.00 /drum	6 55-gal. drums	\$1,140.00	No sharps or inhalers
*Controlled pharmaceuticals (Optional Item)	\$2.02 /pound	0 5-gal. drums	\$0.00	No Sharps; No Sch. I or II; \$85 drum min. Add \$2900 for transportation and witness fee
**Absorbents from waste oil clean-ups	\$180.00 / drum	0 55-gal. drum	\$0.00	

2. Satellite Event Mobilization, Staffing, Waste Packing, and Transport

Provide 5 base staff and conduct a satellite collection event within Dane County	\$3,000.00 ea.	1 per year (Assume 200 customers per 4 hr event)	\$3,000.00	N/A
Provide the costs to add (or subtract) a staff person for the	\$750.00 ea.	1 per year (Assume 200 customers	\$750.00	N/A

event		per 4 hr event)		
3. Supplies and DOT-approved Containers				
5-gallon plastic container	\$15.00 ea.		50 ea.	\$750.00 N/A
15-gallon plastic/fiber container	\$19.00 ea.		5 ea.	\$95.00 N/A. Or similar size item.
30-gallon plastic/fiber container	\$26.00 ea.		50 ea.	\$1,300.00 N/A
55-gallon plastic container	\$32.00 ea.		110 ea.	\$3,520.00 N/A
55-gallon steel container	\$32.00 ea.		80 ea.	\$2,560.00 N/A
85-gallon steel overpack container	\$195.00 ea.		1 ea.	\$195.00 N/A
Cubic yard cardboard box with plastic liner	\$65.00 ea.		40 ea.	\$2,600.00 N/A
Vermiculite packing material	\$22.00/pk. or bag		30 ea.	\$660.00 N/A
Clay oil absorbent material (Oil Dry or equivalent)	\$15.00/pk. or bag		10 ea.	\$150.00 N/A
Pallets	\$5.00 /ea.		300 ea.	\$1,500.00 N/A, no charge is reuse pallets are available
Total				\$232,774.00

* Controlled substances do not include Schedule 1 drugs. Local law enforcement will be provided to escort the materials for the witness burn. Include costs for any witness burn fees for one trip to the incinerator. **This is an optional line item.**

** Absorbents from waste oil clean-ups must be recycled in accordance with Wisconsin Act 86, which prohibits disposal of used oil filters and oil absorbent materials in a solid waste disposal facility, amends Chapter 287 and takes effect on January 1, 2011. The amendment adds used oil filters and oil absorbent materials to the list of items banned from land disposal (ch.287.07(4m)).