

Res 417
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12204																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Contract</td> <td style="width:34%;"></td> <td style="width:33%;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract		Addendum	↓	If Addendum, please include original contract number	↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<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: From: see Footnote 1 To: 12/30/2025																												
4. Amount of Contract or Addendum not to exceed \$1,600,000.00 per year																												
5. Purpose: Provide Construction and Demolition Waste Recycling Services																												
6. Vendor or Funding Source: Dane County																												
7. MUNIS Vendor Code: 23333																												
8. Bid/RFP Number: 314020																												
9. 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																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. SWTRANS 22595 Amount \$ 1,600,000.00 Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. 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 2014 RES-417 - 11/21/14																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i> by <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>[Signature]</i> Received	_____	12-3-14	_____
<i>[Signature]</i> Controller	_____	_____	12/3/14
<i>[Signature]</i> Corporation Counsel	_____	12-3-14	12-4-14
<i>[Signature]</i> Risk Management	_____	12/3/14	12/3/14
<i>[Signature]</i> ADA Coordinator	_____	12/3/14	12/3/14
<i>[Signature]</i> Purchasing Agent	_____	12/4/14	12/4/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
Landfill Reduction & Recycling, Inc. 3001 E. Glendale Ave. Appleton, WI 54911	
Contact Person	
Jason Salisbury	
Phone No.	
320-319-8118	
E-mail Address	
jason.salisbury@landfillreduction.com	

Footnotes:

- Upon completion of the C&D Recycling Facility thru 12/31/2025 with automatic renewal for two (2) consecutive five (5) year terms, unless amended, cancelled or re-bid
-

Return To: Name/Title: Holly Rasmussen / Clerk-Typist III	Dept.: Public Works
Phone: 266-5953	Mail Address: 1919 Alliant Energy Center Way
E-mail: rasmussen.holly@countyofdane.com	Madison, WI

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 which has not been changed since that review/development
- is a non-standard contract previously reviewed 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: 12/3/14

Signed: Michael Rupiper

Telephone Number: 266-4990

Print Name: MICHAEL RUPIPER

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: 12/3/14

Signature: Shad Marshall by JW

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

Date: _____

Signature: _____

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

Date: 12/3/14

Signature: [Signature]

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



County Executive
Joseph T. Parisi

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way • Madison, Wisconsin 53713
Voice and TDD Phone: (608) 266-4018 • FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli, P.E.

MEMORANDUM


To:	Joe Parisi
From:	Michael Rupiper
Date:	December 3, 2014

Project: Construction and Demolition Waste Recycling Services

Amount: not to exceed \$1,600,000.00 per year

Vendor: Landfill Reduction and Recycling, Inc.

Acct No.: SWTRANS 22595

	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION GENERAL SERVICE AGREEMENT	
COUNTY AGENCY:	Dane County Department of Public Works, Highway & Transportation	
AGREEMENT NO:		
RESOLUTION NO:	2014 RES - 417	
BID OR RFP NO:	314020	
SCOPE:	Construction and Demolition Waste Recycling Services	
PROVIDER/ VENDOR INFORMATION:	Landfill Reduction & Recycling, Inc. 3001 E. Glendale Ave. Appleton, WI 54911	CONTACT: Jason Salisbury
		TEL: 320-319-8118
		FAX: 920-319-8117
		EMAIL: jason.salisbury@landfillreduction.com
		WEBSITE: http://www.landfillreduction.com/
TERM:	Upon completion of the C&D Recycling Facility thru December 31, 2025 with automatic renewal for two (2) consecutive five (5) year terms, unless amended, cancelled or re-bid.	
REVISIONS:		
F.O.B.		
DELIVERY:		
SPECIAL INSTRUCTIONS:	Vendor to submit four (4) original signed copies	
ORDER INFORMATION:	Purchase Order	
MANDATORY AGREEMENT:		
COOPERATIVE PURCHASING:	No	
INVOICING INSTRUCTIONS:		
TAX EXEMPT No:	ES 41279	
Federal Exemption:	No. 39-6005684	
Agreement Administrator:	Dane County Department of Public Works, Highway & Transportation	Mike Rupiper 608-266-4990
PRICING INFORMATION / ATTACHMENTS	See attached pricing schedule.	

MSWORD:GENERAL SERVICE AGREEMENT. REV 2/09

1. PARTIES

This Agreement is made and entered into by and between Dane County (hereinafter, "COUNTY"), a municipal corporation existing under the laws of the State of Wisconsin and Landfill Reduction & Recycling, Inc., (hereinafter, "PROVIDER "). The Parties agree as follows:

2. TERM OF AGREEMENT

This Agreement shall commence upon start-up of the construction and demolition waste recycling facility in 2015, and shall end as of the expiration date set forth on page 1 hereof, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Agreement.

The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

3. SERVICES TO BE PROVIDED BY PROVIDER

PROVIDER will provide the services detailed in the bid specifications, request for bids (RFB) or Request for Proposal (RFP), if any, and PROVIDER'S responses thereto, if any, and **Schedule A**, which is attached hereto and fully incorporated herein by reference. In the event of a conflict between terms of documents, the terms of Schedule A shall govern, followed by those of the Request for Bid.

4. PAYMENTS

The COUNTY agrees to make such payments for services rendered under this Agreement in the manner specified in the attached **Schedule B**, which is attached hereto and fully incorporated herein by reference.

PROVIDER shall not increase charges during the term of this Agreement without express written consent of COUNTY.

PROVIDER shall not charge or seek payment for any item not specified in **Schedule B**. Notwithstanding any language to the contrary in this Agreement or any of its attachments, COUNTY shall never be required to pay more than the sum set forth on **Schedule B**.

5. REPORTS

PROVIDER shall provide reports as described on **Schedule C**, (if any) which is attached hereto and fully incorporated herein by reference.

6. LIVING WAGE

The PROVIDER agrees to pay all employees employed by the PROVIDER engaged in performing the work under this Agreement, whether on a full-time or part-time basis, a base wage of not less than the County's minimum hourly wage as required by Section 25.015 Dane County Code of Ordinances.

The County's living wage is applicable to service Agreements exceeding \$5,000 or more. The successful bidder shall pay the County's living wage to all of its employees engaged in performing the work for the specific agency, whether on a full-time or part-time basis per D. C. Ord. 25.015

7. INDEMNIFICATION & 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 by reason of PROVIDER furnishing the services or goods required to be provided under 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.

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..

1) Commercial General Liability

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$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.

2) Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$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.

3) Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, on a sudden and accidental basis. 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.

4) Workers' Compensation.

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

5) 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.

8. NON 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.

9. TERMINATION BY COUNTY

- 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 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:
- C. 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.
- D. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
- E. Failure of PROVIDER to comply with reporting requirements contained herein.
- F. Inability of PROVIDER to perform the work provided for herein.
- G. 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, by giving a sixty (60) day written notice to PROVIDER.
- H. 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 breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- I. Termination of this Agreement shall result in automatic termination of the Construction and Demolition Recycling Facility Ground Lease and Equipment Lease.

10. 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.

11. 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.

12. 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, the 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 or union organizing."

13. DOMESTIC PARTNER EQUAL BENEFITS REQUIREMENT

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. If any payroll records of the PROVIDER contain any false, misleading or fraudulent information, or if the 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.

14. 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.

15. AMENDMENT

Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

16. ASSIGNMENT

PROVIDER shall not assign or subcontract any interest or obligation under this Agreement without the COUNTY'S prior written approval. All of the services required hereunder will be performed by PROVIDER and employees of PROVIDER.

17. LAW APPLIED

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. The PROVIDER shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the PROVIDER and its agents and employees.

18. ADDITIONS / DELETIONS TO CONTRACT:

The COUNTY reserves the right to add new items and locations or at a price conforming to other like items on the contract set forth in the Scope of Service Section. The COUNTY reserves the right to reduce the scope of services during the term of the contract.

**SCHEDULE A
SCOPE OF SERVICE**

1. General Description Of Service

In accordance with all terms, conditions and procedures identified in this Landfill Reduction & Recycling, Inc. shall provide construction and demolition waste recycling services.

2. Primary Department and Locations:

The following County Department(s) and or location(s) shall be included in the initial contract:

Department: Dane County C&D Recycling Facility	Address: 7102 US Hwy 12, & 18 Madison, WI 53718
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3. Cost and Invoicing.

A. Costs: The cost for all services provided under this Contract shall be included in the prices described in **Schedule B**, the Cost Schedule. Term pricing - prices are to remain firm through December 31, 2016. Costs in subsequent years after 2016 shall be adjusted annually as described in **Schedule B**. No other services or prices shall be performed or charged without prior written consent of COUNTY.

B. Invoicing:/Payment: The PROVIDER shall invoice the COUNTY only for those services and only at the prices described in **Schedule B**.

All invoices shall contain complete and accurate information. PROVIDER shall submit monthly invoices by the 10th of the month following the month services were rendered at each location. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the COUNTY for more than is authorized by the COUNTY on the issued purchase order. The County's normal payment terms are net 30 days.

PROVIDER shall send monthly invoices, sorted by department, mailed to:

Department: Dane County Department of Public Works, Highway & Transportation	Address: 1919 Alliant Energy Center Way Madison, WI 53713
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4. Additions to Contract:

The COUNTY reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Offices will send the provider a letter requesting pricing for the item(s) to be added. The PROVIDER, within three working days, should respond in writing and include the bid number, contract period and the price for each item to be provided. Upon receipt, the COUNTY shall issue a Change Order adding the product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these additions.

Deletions and Reductions of Service:

Dane County reserves the right to reduce the scope of services during the term of the contract.

5. Description of Service

- A. Pursuant to this Agreement, the PROVIDER shall operate a COUNTY owned construction and demolition waste recycling facility, at the rates described in **Schedule B**, including the following:
- 1) Provide all personnel necessary to sort and process the materials accepted at the facility and oversee facility operation.
 - 2) Operate all heavy equipment required for operation of the facility. All equipment operators shall be trained for the equipment they operate and obtain a valid WI Class "A" Commercial Driver's license within 90 days of employment.
 - 3) Market and sell the commodities produced by the facility.
 - 4) Provide transportation of all outbound commodities.
 - 5) Lease or purchase from a third party a skid steer with a grapple bucket and forks.
 - 6) Provide routine maintenance and wear parts for all sorting and processing equipment in accordance with manufacturer's recommendations.
 - 7) Meet all regulatory compliance requirements for operation of the facility. This includes an asbestos screening protocol.
 - 8) Provide all safety training and personal protective equipment required for all their personnel.
- B. Unless otherwise clarified or amended by this Agreement, the PROVIDER is to adhere to the concepts and provisions of RFP No. 314020 and its proposal dated September 11, 2014, and incorporated herein by reference.
- C. Pursuant to this Agreement, the COUNTY shall:
- 1) Accept unrecyclable residuals for landfilling and fines for alternative daily cover and/or landfilling at the rates described in **Schedule B**.
 - 2) Lease equipment to the PROVIDER as described in the **Equipment Lease Agreement**.
 - 3) Provide off road diesel fuel for all heavy equipment.
 - 4) Provide utilities for processing and sorting equipment and building heat.

SCHEDULE B

COST SCHEDULE – PAYMENT

PROVIDER shall submit monthly invoices by the 10th of the month following the month services. All invoices shall be sent to:

DEPARTMENT	ADDRESS	CONTACT PERSON	TELEPHONE
Dane County Department of Public Works, Highway & Transportation	1919 Alliant Energy Center Way Madison, WI 53713	Mike Rupiper	608-266-4990

In no instance shall the bidder invoice the County for more than is authorized by the County on the issued Service Contract or Purchase Order

The County's normal payment terms are net 30 days.

1. PROVIDER shall be compensated based on the rates listed below in 2015 and 2016:
 - A. Processing fee for materials sorted at the recycling facility: \$32.00 per ton.
 - B. Retain 100% of the revenue from the sale of commodities produced by the facility.
2. COUNTY shall be compensated based on the rates listed below in 2015 and 2016:
 - A. Tipping fee for landfilling of unrecyclable residuals: \$22.50 per ton.
 - B. Tipping fee for landfilling / beneficial use of fines: \$13.00 per ton.
 - C. Leased equipment as specified in the Equipment Lease Agreement.
3. Rates of compensation for the PROVIDER and COUNTY in subsequent years after 2016 shall be adjusted annually by the following Price Index:
 - A. The Average-Average percent change in the Consumer Price Index for All Urban Consumers in the Midwest as published by the US Dept. of Labor Bureau of Labor Statistics.

PROVIDER will be paid based on actual tons of material processed through the facility each month less compensation due to COUNTY. Total contract shall not exceed \$1,600,000 per year without prior written approval by COUNTY.

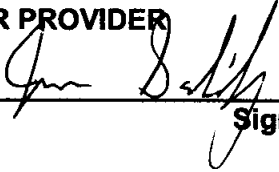
SCHEDULE C

In addition to other reports required herein, the PROVIDER shall:

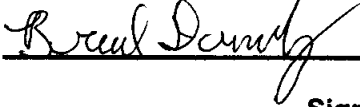
1. Be able to report on a monthly basis all services purchased against this contract.
2. Provide a monthly report on the percentage of all materials received at the recycling facility that were recycled. This report shall be broken out by material type.
3. Provide an annual report detailing all maintenance and repairs that were performed by the PROVIDER at the facility.
4. Provide a copy of the asbestos screening protocol used at the facility and an annual report describing the results of the asbestos screening.

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Provider, by their respective authorized agent, have caused the 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:

Date Signed: 12/2/14 **FOR PROVIDER**

Signature

JASON SALISBURY, President

Date Signed: 12/2/14 
Signature

Brad Dormady Operations Manager
Name & Title

Print name and title below signature line of any person signing this document

FOR COUNTY

Date Signed: _____

Signature

JOSEPH PARISI, County Executive

Date Signed: _____

Signature

Name & Title

Revised 05/2000

CONSTRUCTION AND DEMOLITION WASTE RECYCLING FACILITY EQUIPMENT LEASE

This equipment lease ("Lease") is made and effective, by and between, Dane County, Wisconsin, a quasi-municipal corporation with offices at 1919 Alliant Energy Center Way, Madison, WI 53713 (the "Lessor") and Landfill Reduction & Recycling, Inc., a Wisconsin Corporation with principal offices at 3001 E. Glendale Ave., Appleton, WI 54911 (the "Lessee"). Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment that is described in Exhibit A that is attached hereto.
2. Term. . The term of this lease shall commence upon completion of the Construction and Demolition Waste Recycling Facility at the Rodefild Landfill and shall expire on December 31, 2025. The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.
3. Rent. The monthly rent shall be paid in installments of \$4,000.00 per month for the two wheel loaders and \$3,200.00 per month for the excavator. The Lessor shall invoice the Lessee quarterly for the rent. After 2016, the monthly rents shall be adjusted annually by the Average-Average percent change in the Consumer Price Index for All Urban Consumers in the Midwest as published by the US Dept. of Labor Bureau of Labor Statistics.
4. Use. Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances and regulations in any way relating to the possession, use or maintenance of the equipment. The equipment shall be used solely at the facility at the Rodefild Landfill consistent with the General Service Agreement that is attached hereto as Exhibit B.
5. Maintenance and Repairs. Lessor and Lessee shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical working order as described in Exhibit A. All maintenance shall be conducted in accordance with equipment manufacturer's specifications and recommendations. Lessee shall keep records of maintenance performed and prepare a report as set forth in the General Service Agreement.
6. Loss and Damage. Lessee and Lessor are responsible for maintenance, repairs, and replacement as described in Exhibit A. Lessee hereby assumes and shall bear the entire

risk of loss and damage to the equipment due to their negligence. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this Lease or the General Service Agreement, which shall continue in full force and effect through their term. In the event of loss or damage of any kind whatever to the equipment due to their negligence, Lessee shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay the Lessor the replacement cost of the equipment. In the event of loss or damage of any kind whatever to the equipment not due to Lessee negligence, Lessor shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order.

7. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the equipment to the Lessor.

8. Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss and damage to the equipment for not less than the full replacement value of the equipment, naming Lessor as loss payee, and Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate. Insurance so provided shall be deemed primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. The insurance requirements set forth in this Lease shall be contained in any sublease as applicable to the sub lessee and shall be enforced by Lessee during the term of this Lease. All insurance policies required hereunder shall name Lessor as an additional insured. Lessee shall annually during the term of this Lease furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall to Lessor written notice of cancellation or any material change in the coverage provided thereunder at least 10 days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

9. Indemnification and Hold Harmless. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from Lessee's use of the equipment. Lessee shall be responsible for cost of repairs to Lessor facilities due to negligent operation of equipment by Lessee.

10. Taxes. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances. Lessor shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by federal, state or local government. .

11. Termination. This Agreement may be terminated as set forth in the General Services Agreement.

12. Ownership. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

13. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the equipment including, but not limited to a UCC financing statement.

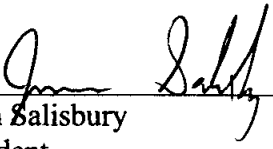
14. Assignment. Lessee shall not assign this Lease or its interest in the equipment without prior written consent of Lessor.

15. Entire Agreement. This instrument constitutes the entire agreement between the parties, and shall not be amended, altered or changed except by a further writing signed by the parties hereto.

16. Governing Law and Forum. This Lease shall be construed and enforced according to the laws of the State of Wisconsin and any disputes regarding this Lease shall be resolved in the Wisconsin Circuit Court for Dane County.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

LANDFILL REDUCTION AND RECYCLING



Jason Salisbury
President

Date: 12/2/14

DANE COUNTY

Joe Parisi
County Executive

Date: _____

Scott McDonell
County Clerk

Date: _____

Exhibit A: Equipment Lease, Maintenance, and Replacement Schedule

Equipment to be Leased	Lessor (Dane County) Responsibility	Lessee (LR&R) Responsibility	Replacement Frequency	Lease Amount
Volvo L150G Rubber Tire Loader and Volvo L150F Rubber Tire Loader	Maintenance and repairs not due to operator negligence.	Replacement of wear items and physical damage. ¹ Repairs due to operator negligence.	5 years	\$4,000 / month
Deere 160 Series Excavator	Maintenance and repairs not due to operator negligence.	Replacement of wear items and physical damage. ¹ Repairs due to operator negligence.	5 years	\$3,200 / month
Wood Grinder	Annual inspection and repairs not due to operator negligence.	Routine maintenance. ² Repairs due to operator negligence.	10 years	Included in facility lease.
Sorting Line Equipment	Capital cost for belt replacement	Belt installation, routine maintenance ³ Repairs due to operator negligence.	Belts: 2-3 years	Included in facility lease.

¹ Wear items and physical damage includes cutting edges, hose replacements, bucket repairs, and wind shields.

² Wood grinder routine maintenance includes replacement of rubber belts, teeth, and bearings.

³ Sort line routine maintenance includes bearings, belt repairs, tracking, jams, rollers, electrical issues, and motors.

Exhibit B
General Service Agreement

CONSTRUCTION AND DEMOLITION RECYCLING FACILITY
GROUND LEASE

This lease (the "Lease") is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor") and Landfill Reduction & Recycling, Inc., a Wisconsin corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is owner of the Rodefild Landfill, which is located at 7102 US Hwy 12 & 18 in the City of Madison (hereinafter "the property"); and

WHEREAS, Lessor intends to construct a Construction and Demolition Recycling Facility (hereinafter "the facility") that will be located on the property and is depicted on the map which is attached as Exhibit A (hereinafter referred to as the "Leased Premises"); and

WHEREAS, Lessor and Lessee have entered into an General Service Agreement for the Lessee to conduct construction and demolition waste recycling services at the facility;

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. The Lessor hereby demises and leases the Leased Premises to Lessee, for Lessee's use for the above stated purposes, together with all other rights, privileges, easements, and appurtenances. The Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Facility for the purpose of inspecting the Leased Premises and all buildings and improvements thereon. And for the purposes of making any repairs, conducting maintenance, and making any improvements, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Leased Premises or the Facility.
2. Lease Term. This Lease shall commence upon completion of the construction of facility, which shall be no later than December 31, 2015, and continue until December 31, 2025. The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. This Lease may be terminated for any reason upon 90 days notice by Lessor.
3. Rent. In consideration of the rights granted hereunder, Lessee shall pay Lessor annual rent of \$1.00, payable on the first business day of each year during the Lease Term.
4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct improvements reasonably associated with the operation of the facility, subject to Lessor approval. Upon Lessor request, any improvements constructed by Lessee shall be

removed by Lessee at the end of the Lease Term. Lessee shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the operation of the facility.

5. No Unauthorized Use. The Leased Premises may not be used in any manner except as authorized in this Lease or the Operating Agreement, except as authorized in writing by the Lessor.

6. Zoning. Lessor represents and warrants the leased premises is properly zoned for its intended use as a construction and demolition waste recycling facility.

7. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of land, and that it alone will have full right to lease the Leased Premises. Lessor further states that on payment of the rent and performance of the covenants and agreements herein and the Operating Agreement, Lessee shall peaceably have and enjoy the leased premises and the rights granted herein without any hindrance, molestation or ejection by Lessor.

8. Access to Premises. Lessor shall have the right to enter upon the Leased Premises at any time with or without notice for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, provided that such inspection shall not unreasonably interfere with Lessee's business. Additionally, Lessor shall have the right to enter upon the Leased Premises at any time for the purpose of giving educational tours, provided that such events shall not unreasonably interfere with Lessee's business.

9. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the effective date of the Lease. Lessor makes no representations or warranties concerning the Leased Premises except as expressly stated herein.

10. Maintenance. With the exception of warranty items, Lessee shall at its sole cost and expense keep the Leased Premises and Lessee's improvements thereon in clean and orderly condition and good repair. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect, provided Lessor has given Lessee not less than thirty (30) days prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect, and or opportunity to cure said failure or neglect. Prior written notice is not needed in the case of an emergency. Lessee agrees to defend, indemnify and hold Lessor, its successors, assigns, agents, employees and attorneys harmless from and against any and all cost, liability, expense, damage or injury resulting from or arising in connection with the operation, repair and maintenance of the Lessee's improvements during the lease term or with Lessor's remedying of a failure or neglect on the part of the Lessee to keep the Leased Premises in clean and orderly condition and good repair as herein provided.

11. Utilities. Lessor shall provide for the installation of and pay for all utility services to the facility.

12. Nondiscrimination. Lessee, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origins, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force or any other reserve component of the Armed Forces of the United States shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any improvements thereon; and (b) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force, or any other reserve component of the Armed Forces of the United States.

13. Indemnification. Lessee is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims, losses, causes of action, costs, attorney fees, expenses and damages ("Claims") arising out of, resulting from or relating to (1) the acts or omissions of Lessee, Lessee's employees, agents, contractors, suppliers, customers, invitees, sub lessees or guests (excluding representatives of Lessor entering the Leased Premises); or (2) Lessee's breach of the terms of this Lease; provided, however, that Lessee shall not be required to indemnify Lessor to the extent Lessor's negligence or willful acts or omissions contributed to the claims.

14. Insurance. During the term of the Lease, Lessee shall maintain Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate. Insurance provided will be primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. During the term of the Lease, upon request from Lessor, Lessee shall annually furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall send to Lessor written notice of cancellation or any material change in the coverage provided at least ten (10) days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Lease and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

15. Taxes and Fees. Lessor agrees to pay as they become due any taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the leased premises or against any improvements, activity or property thereon.

16. Compliance with Laws and Agreements. Lessee shall comply with all laws, regulations, ordinances, codes, orders, zoning, site approvals, and permits of all federal, state or municipal authorities having jurisdiction over the Leased Premises. Lessee shall comply with the terms of the Lessor's Negotiated Agreement Relating to the Second Rodefild Landfill Expansion dated

April 16, 2014 or any subsequent Local Negotiate Agreement for the property. Lessee shall give prompt notice to Lessor of any notice it receives of any alleged violation with respect to the Leased Premises.

17. No Sublet, Assignment or Renewal. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor.

18. Breach and Remedies. Breach of any provision of this Lease Agreement by Lessor shall be grounds for termination of the Lease by Lessor upon thirty (30) days notice to the Lessee as set forth in the General Service Agreement.. The right to terminate the Lease shall be in addition to any other rights and remedies that the Lessor may have in law and equity, and the exercise of a right to terminate shall be without prejudice to any other rights and remedies.

19. Modification. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the respective parties.

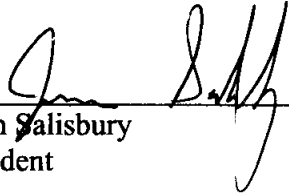
20. No Third Party Beneficiaries. This Agreement is intended to be for sole benefit of the parties hereto. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits or privileges of any third party, including but not limited to employees of either party.

21. 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.

22. Controlling Law and Venue. This Lease Agreement and the performance thereof shall be governed, interpreted and construed by the laws of the State of Wisconsin and venue for any dispute shall be in the Wisconsin Circuit Court for Dane County.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

LANDFILL REDUCTION AND RECYCLING



Jason Salisbury
President

Date: 12/2/14

DANE COUNTY

Joe Parisi
County Executive

Date: _____

Scott McDonell
County Clerk

Date: _____

Exhibit A
Leased Premises



Leased Premises

