

# Dane County Contract Cover Sheet

Res 209  
Significant

<b>Dept./Division</b>	Dane County Waste and Renewables
<b>Vendor Name</b>	Badger Materials Recycling, LLC
<b>Vendor MUNIS #</b>	23993
<b>Brief Contract Title/Description</b>	Award of Contract for Recycling of Shingles (RFP 319035).
<b>Contract Term</b>	<del>December 31, 2024</del> 10/1/19 - 10/31/22
<b>Total Contract Amount</b>	<del>\$ 183,750.00</del> 105,000

<b>Contract #</b> <small>Admin will assign</small>	13801
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>	319035
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SWTRANS	Obj Code	22380	Amount	\$ 183,750.00
Req #	1933	Org Code	Obj Code		Amount	\$
Year	2019	Org Code	Obj Code		Amount	\$

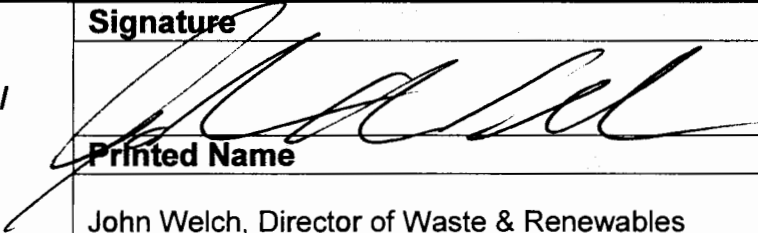
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				<b>Res #</b>	209
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				<b>Year</b>	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	9/16/19		
at	Controller		9/17/19	
ce	Purchasing	9/17/19	9/17/19	
ce	Corporation Counsel	9/18/19	9/18/19	
at	Risk Management	9/17/19	9/17/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Allison Rathsack	<b>Name</b>	Michael Ettner
<b>Phone #</b>	608.514.2319	<b>Phone #</b>	262.770.8668
<b>Email</b>	Rathsack.Allison@countyofdane.com	<b>Email</b>	Michael.Ettner@badgermaterialsrecycling.com
<b>Address</b>	1919 Alliant Energy Center Way Madison, WI 53713	<b>Address</b>	612 N Sawyer Road Oconomowoc, WI 53066

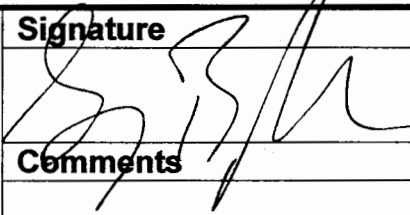
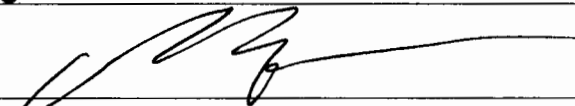
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		
	<b>Printed Name</b>	9/13/19
John Welch, Director of Waste & Renewables		

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		
<b>Comments</b>		
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		
<b>Comments</b>		
9/18/19		

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**2019 RES-209**

AWARD OF AGREEMENT FOR RECYCLING OF SHINGLES AT DANE COUNTY LANDFILL  
SITE NO. 2 (RODEFELD)

The Department of Waste and Renewables reports the receipt of proposals for Recycling of Shingles at Dane County Landfill Site No. 2 (Rodefeld), 7102 U.S. Hwy 12&18, Madison, WI, Proposal No. 319035.

A complete tabulation is on file at the Department of Public Works Office.

An Agreement has been negotiated with:

Badger Materials Recycling LLC  
612 N. Sawyer Road  
Oconomowoc, WI 53066

The Waste and Renewables staff finds the amount to be reasonable and recommends the Agreement be awarded to Badger Materials Recycling LLC.

There are sufficient funds available for this project. The term of the contract is 3 years, with two optional 1-year renewals.

**NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Badger Materials Recycling LLC., in the amount of \$35,000.00 per year; and

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

**BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 1380



# of Pages Including Schedules: 12  
Expiration Date: December 31, 2022  
Authority: Res. # 209, 19-20  
Department: Waste & Renewables  
Maximum Cost: \$35,000/year  
Registered Agent: Badger Materials  
Recycling, LLC  
Registered Agent Address: 612 N. Sawyer Road  
Oconomowoc, WI 53066

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Badger Materials Recycling, 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 Recycling of Shingles; and

WHEREAS PROVIDER, whose address is 612 N. Sawyer Road, Oconomowoc, WI 53066, 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 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 breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**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 by reason of PROVIDER's 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.

**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.

**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.

**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, 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. 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.

**X. 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.

**XI. 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.



**XII. 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 Dane County Ordinances Sec. 25.08(20)(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."

**XIII. 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:**

Michael C\_ Ettner

Digitally signed by Michael C. Ettner  
DN: cn=Michael C. Ettner, o=Madison Recycling, LLC, cn=Michael C. Ettner,  
email=mettner@madisonrecycling.com  
Reason: I am the author of the document  
Location: [not signed location here]  
Date: 2016.06.17 07:09:23  
Email Reader Version: 0.6.0

Michael C. Ettner, General Manager

9/17/2019

Date Signed

\*\*\*

**FOR COUNTY:**

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

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

# **SCHEDULE A**

## **Scope of Services**

### **1. General Description of Service**

In accordance with all terms, conditions, and procedures identified in this contract, Badger Materials Recycling, LLC shall accept asphalt shingles for beneficial reuse from the Dane County Landfill No. 2 site.

Dane County intends to begin operations on October 1<sup>st</sup>, 2019.

### **2. Primary Department and Locations**

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

**Department:**  
Dane County Landfill Site No. 2

**Address:**  
7102 U.S. Hwy 12 & 18  
Madison, WI 53718

### **3. Recycling Locations**

Shingles will be beneficially reused at the following Badger Materials Recycling, LLC facilities:

1. **Tri County Paving – HMA Plant:** 1423 Hwy I, Arlington, WI 53911. Open seasonally – April 15 to December 1<sup>st</sup> – from 7 am to 4 pm.
2. **Wolf Paving – HMA Plant:** W329 S1755 Jones Rd., Delafield, WI 53018. Open year round from 7 am to 4 pm.
3. **MCC – Mackville HMA Plant:** W5070 Quarry Rd., Appleton, WI 54913. Open year round from 7 am to 4 pm.

### **4. 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 for the duration of 36 months. 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 10<sup>th</sup> 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 mailed to:

**Department:**

Dane County Department of  
Waste & Renewables

**Address:**

1919 Alliant Energy Center Way  
Madison, WI 53713

**5. Deletions and Reductions of Service:**

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

**6. Assignment Provision**

Badger Materials Recycling, LLC shall not assign this contract without express written consent from Dane County.

**7. Contract Term**

Contract prices shall be fixed as outlined in **SCHEDULE B**. The term of the contract is three years with two optional 1-year renewals.

## **SCHEDULE B**

### **Pricing Structure and Payment**

Provider shall submit monthly invoices by the 10<sup>th</sup> of the month following the month services. All invoices shall be sent to:

**Department:** Dane County Department of Waste & Renewables

**Address:** 1919 Alliant Energy Center Way, Madison, WI 53713

**Contact Person:** John Welch

**Telephone:** 608-267-8815

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.

Each year of the contract, Provider shall accept up to 6,000 tons of shingles from Dane County Landfill Site No. 2 for recycling. Provider shall be compensated based on the rates listed below for hauling asphalt shingles from Dane County Landfill Site No. 2 and processing them at their facilities for recycling:

Each year of the contract, between the dates of April 15<sup>th</sup> and December 1<sup>st</sup>, Provider shall accept up to 2,000 tons of clean asphalt shingles at the Arlington recycling facility at a cost to the County of the following rates:

From October 1, 2019 through December 31, 2019: \$14.00 per ton

From January 1, 2020 through December 31, 2020: \$14.75 per ton

From January 1, 2021 through December 31, 2021: \$15.50 per ton

From January 1, 2022 through December 31, 2022: \$16.25 per ton

Shingles collected between the dates of December 2<sup>nd</sup> and April 14<sup>th</sup> OR shingles collected at a net total of greater than 2,000 tons/year but less than 4,000 tons/year shall be accepted by the Provider at the Delafield recycling facility at a cost to the County of the following rates:

From October 1, 2019 through December 31, 2019: \$20.00 per ton

From January 1, 2020 through December 31, 2020: \$20.75 per ton

From January 1, 2021 through December 31, 2021: \$21.50 per ton

From January 1, 2022 through December 31, 2022: \$22.25 per ton

Shingles collected between the dates of December 2<sup>nd</sup> and April 14<sup>th</sup> at a net total of greater than 4,000 tons/year but less than 6,000 tons/year shall be accepted by the Provider at the Mackville recycling facility at a cost to the County of the following rates:

From October 1, 2019 through December 31, 2019: \$30.00 per ton

From January 1, 2020 through December 31, 2020: \$30.25 per ton

From January 1, 2021 through December 31, 2021: \$30.50 per ton

From January 1, 2022 through December 31, 2022: \$31.50 per ton

Provider will be paid based on actual tons of shingles received and processed.

Delivery of unacceptable material is subject to a Rejected Load Cost equal to reimbursement of the loading and transportation costs outlined below:

1. Arlington: \$9.00 per ton (2019), \$9.25 per ton (2020), \$9.50 per ton (2021), \$9.75 per ton (2022),
2. Delafield: \$12.50 per ton (2019), \$12.75 per ton (2020), \$13.00 per ton (2021), \$13.25 per ton (2022), and
3. Mackville: \$27.00 per ton (2019), \$27.25 per ton (2020), \$27.50 per ton (2021), \$28.00 per ton (2022).

## **SCHEDULE C**

### **Reports**

In addition to other reports required herein, the Provider shall provide:

1. A monthly report for all services purchased against this contract.
2. At a minimum, an annual report on the percentage of all materials received by Badger Materials Recycling, LLC that were recycled. This report shall be broken out by material type.
3. Notification to the County within 15 days of any notice of violation or noncompliance issued by the DNR.