

Dane County Contract Cover Sheet

Revised 01/2024

RES 377
significant

Dept./Division	Administration - Purchasing Division/Waste & Renewables		
Vendor Name	Pellitteri Waste Systems, LLC	MUNIS #	6088
Brief Contract Title/Description	Waste & Recycling Collection and Hauling Services		
Contract Term	4/2024-12/31/2028		
Contract Amount	\$1,982,000		

Contract # Admin will assign	15422
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Roxanne Wienkes	Name	Chris June
Phone #	608.509.6681	Phone #	608.438.5454
Email	Wienkes.Roxanne@countyofdane.com	Email	ChrisJ@pellitteri.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 2023-099
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 1471	Org: SWRODFLD	Obj: 20009	Proj:	\$ 310,000.00
	Year 2024	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 377
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Cotillier/Gault	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2024.03.25 11:42:31 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/26/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, March 26, 2024 10:59 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15422
Attachments: 15422.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Patten (Purchasing), Peter		Approve: 3/26/2024 12:45 PM
	Gault, David	Read: 3/26/2024 12:56 PM	Approve: 3/26/2024 12:57 PM
	Cotillier, Joshua		Approve: 3/26/2024 12:59 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15422
Department: Waste & Renewables
Vendor: Pellitteri Waste Systems
Contract Description: Waste & Recycling Collection & Hauling Services (Res 377)
Contract Term: 4/1/24 – 12/31/28
Contract Amount: \$1,982,000.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Krohn, Margaret
Sent: Wednesday, March 27, 2024 9:42 AM
To: Goldade, Michelle
Subject: Approve: Contract #15422

DANE COUNTY CONTRACT # 15422

Revised 06/2021



Department: Waste & Renewables

Provider: Pellitteri Waste Systems, Inc.

Expiration Date: 12/31/2028

Maximum Cost: \$1,982,000

Registered Agent (if applicable): N/A

Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Pellitteri Waste Systems, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is City-County Building, Room 426, 210 Martin Luther King Jr. Blvd. Madison, WI 53703 desires to purchase services from PROVIDER for the purpose of Waste & Recycling Collection and Hauling Services; and

WHEREAS PROVIDER, whose address is 7035 Raywood Road, Madison, WI 53713 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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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 Order of Preference shall be: (a) Schedule A, (b) the RFP responses, (c) the RFP or other bid specifications.
- 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks related to COVID-19 and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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, unless Provider cures the failure within thirty (30) days of receiving such notice.
- 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 E, 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. An annual price increase of 3% will apply, effective January 1st of each year.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, 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 schedules 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 & INDEMNIFICATION:

- 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense by hiring additional, separate counsel at the COUNTY'S expense without relieving PROVIDER of any obligation under this paragraph. 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. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

3. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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, during the course of transportation by PROVIDER'S vehicles and at non-PROVIDER owned disposal sites. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- 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. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. 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.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

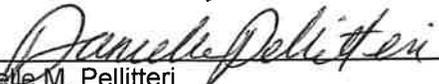
XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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:



Danielle M. Pellitteri
Vice President

3/19/2024
Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A
Scope of Services

1. Contract Term: The Agreement will be automatically renewed after each Contract Term. The COUNTY will have the option to renew the Agreement or terminate the services at the end of Term 3. If terminating the Agreement the COUNTY will provide written notice at least 90 days before the end of Term 3 and Term 4. If no notice to terminate the Agreement is provided, the Agreement will automatically be extended.

Contract Term	Dates
Term 1	April 2024 – December 31, 2024
Term 2	January 1, 2025 – December 31, 2025
Term 3	January 1, 2026 – December 31, 2026
Term 4 (renewal)	January 1, 2027 – December 31, 2027
Term 5 (renewal)	January 1, 2028 – December 31, 2028

2. The PROVIDER shall furnish containers, collect, haul, and dispose of all refuse and recyclable materials generated by the COUNTY occupied locations with PROVIDER supplied equipment and personnel. There are a few exceptions where the COUNTY owns waste and recycling containers.
3. All landfillable refuse shall be disposed of at the Dane County Landfill located at 7102 Maahic Way, Madison WI 53718 or 4402 Brandt Road/Cty Hwy AB, Madison, WI 53718. **No alternative landfill disposal sites will be considered.**
4. All construction and demolition material shall be recycled at the Dane County Construction and Demolition (C&D) Recycling Facility located at 7102 Maahic Way, Madison WI 53718.
5. All other recyclable materials generated by COUNTY occupied locations shall be processed at a licensed materials recovery facility (MRF). Pricing shall include all costs to collect, transport, and process the materials for recycling.
6. **For non-dedicated loads of waste:** pricing shall include all costs to pick up, transport, and dispose of the material.
7. **For dedicated loads of waste and construction and demolition debris:** pricing shall include all costs to pick up and transport the material to the Dane County Landfill or C&D Recycling Facility. Waste tonnages will be tracked by and billed to COUNTY agencies by the Dane County Department of Waste & Renewables for all dedicated loads hauled to the Dane County Landfill or C&D Recycling Facility.
8. The standard pickup schedules are detailed in the Waste Pickup Locations and Schedule Table included as Schedule C. Whenever necessary, the Contractor must be prepared to initiate pickups upon request from an authorized site contact within a 24 hours, except for Dane County Landfill, where a response time of 2 hours is required.
9. The COUNTY reserves the right to self-haul materials for recycling or disposal and this contract does apply to the materials collected at the C&D Recycling Facility at the Dane County Landfill.

10. Each recycling or refuse container must be clearly labeled so that users, such as janitorial staff, are able to identify which container is for refuse and which container is for recyclables.
11. PROVIDER shall provide a list of accepted and not accepted items for both the refuse and recyclable containers at all COUNTY occupied locations to ensure that the containers are being properly used. PROVIDER shall provide additional outreach and educational materials, in PDF form, as requested by the COUNTY to ensure successful use of containers.
12. All work must be completed in a professional manner, adhering to accepted industry methods and practices. Furthermore, all tasks shall conform to Local, State, and Federal codes, ordinances, laws, and policies. The PROVIDER shall furnish all pertinent licenses, including solid waste transporter licenses.
13. All waste hauling vehicles should be kept in good repair and the PROVIDER shall provide training on fire prevention and response for all personnel.
14. PROVIDER shall abide by onsite safety rules and policies established by Dane County Department of Waste & Renewables and included in Schedule B. **This includes a requirement to wear high visibility (ANSI Class 2) upper garments and work boots whenever onsite.** COUNTY reserve the right to modify or implement new policies for the site.
15. The PROVIDER shall ensure the availability of a sufficient number of competent and properly trained personnel, overseen by adequate supervision, to deliver the requisite services consistently. The PROVIDER shall equip all personnel with comprehensive specifications and schedules as needed to guarantee the completion of all required services.
16. PROVIDER 's invoice shall include the date and tonnage for all roll-off loads as they occur. PROVIDER s invoice shall contain front load dumpster locations, sizes, service frequencies and estimated volume as reflected by dumpster size. Provider will provide feedback to the COUNTY site contact for any reports of visual contamination, access issues, etc.
17. The PROVIDER shall supply reasonable verification that waste is being delivered to Dane County Landfill. If this policy is violated, the PROVIDER shall be responsible to pay the COUNTY 150% of the Dane County Landfill disposal fee for the volume of waste taken elsewhere. Upon request the Contract shall supply GPS data, or equivalent documentation, for hauling vehicles to demonstrate compliance with this provision.
18. The PROVIDER shall provide containers, packers, and any other requested containers that are clean and odor free. Containers shall be fly, vermin, and rodent proof. All containers shall be covered unless the authorized site contact requests uncovered containers. All containers shall be safe. Any container deemed to be in inoperable condition shall be replaced with 48 hours of notification by the authorized site contact.
19. The PROVIDER shall not be responsible for removing hazardous waste, medical waste, or any other problematical wastes banned from disposal at the Dane County Landfill. If the PROVIDER 's employee arrives on site and finds these items, they shall notify the authorized site contact. Removal of the prohibited material shall be the responsibility of the COUNTY. If this occurs repeatedly, the PROVIDER shall inform the director of the Dane County Department of Waste & Renewables.
20. An authorized site contact may request a change of container style or size at any time and will be charged a \$75 swap fee. The PROVIDER shall furnish the requested container at the COUNTY bid price and notify the Dane County Department of Waste & Renewables of the change.

21. The PROVIDER will participate in at least one of the COUNTY's Sustainability Campus stakeholder workshops to provide feedback on the [Sustainability Campus project](#) and hauling needs (Assume 2 hours).

22. The PROVIDER shall collaborate with COUNTY to determine the feasibility of furnishing containers, collecting, and hauling source-separated food scraps, yard waste, and other organic material to an organics recycling facility. PROVIDER r may be asked to provide a pilot collection of source-separated food scraps from certain COUNTY occupied locations. A Contract amendment will be created to outline the details of any pilot collection of source-separated foods scrap to be implemented.

SCHEDULE B
Site Safety Rules

1. **Speed Limits:** All drivers shall strictly observe and abide by the speed limits posted within the landfill premises to ensure the safety of both personnel and equipment.
2. **No Cell Phones:** All drivers are prohibited from using cellular devices to dial phone calls, text, or email while operating a vehicle or heavy equipment of any kind.
3. **Appropriate Attire:** Whenever outside the vehicle, wear proper footwear and a high-visibility upper garment (ANSI Class 2) as a minimum requirement. Safety glasses, hard hats, or other PPE may be needed depending on the conditions.
4. **No Smoking:** Smoking is strictly prohibited outside the designated smoking area (located behind Clean Sweep) due to the presence of potentially flammable gases.
5. **Covered Loads:** All arriving loads must be adequately covered or tied down to prevent littering and maintain the cleanliness of the landfill site.
6. **Cautious Unloading:** Exercise extreme caution and adhere to specific landfill regulations while unloading materials in active areas.
7. **Inspection after Unloading:** All drivers must inspect their beds, hoppers and roll of cans after unloading to ensure that there is no remaining debris that could become litter.
8. **Pedestrian Priority:** Pedestrians are always granted the right of way; exercise utmost care when operating vehicles near pedestrian zones.
9. **Consideration for Others:** Display thoughtfulness towards fellow commercial and residential patrons, as well as landfill staff.
10. **Proper Dumpster Use:** Dumpsters close to the scale house are reserved for residential customers. Dispose of materials only in designated areas such as the landfill, wood yard, or construction demolition zone, based on the material type.
11. **Caution in Challenging Conditions:** Exercise extra caution during adverse weather or situations that reduce visibility.
12. **No Overtaking:** Refrain from overtaking vehicles on the road leading to the scale or the landfill entrance.
13. **Queue Etiquette:** Avoid cutting in line and bypassing other drivers who are waiting to unload at the landfill.

SCHEDULE C
COUNTY OF DANE
WASTE PICKUP LOCATIONS

ACT#	SITE NAME	ADDRESS	DANE COUNTY BIL ACCOUNT	AUTORIZED SITE CONTRACT	CONTACT PHONE	QTY	SIZE	CONTAINERS/CONTENTS/TYPE	PICKUP SCHEDULE	SEASONAL PICKUPS ONLY (APPROX MARCH-NOV)
147000	DANE COUNTY - PUBLIC SAFETY	1115 W DORTY ST	FMSPS68 32781	Amanda DePogler	608-783-1235	2	3 yard	Recycling	3x week (Mon,Wed, Fri)	NO
148000	DANE COUNTY - PUBLIC SAFETY	1115 W DORTY ST	FMSPS68 32781	Amanda DePogler	608-783-1235	1	34 yard compactor	Cardboard Compactor	Every Other Week (EOW)	NO
146700	DANE COUNTY - HUMAN SVCS-NORTH	1202 NORTHPORT DR	FMSHS 32781	Amanda DePogler	608-783-1235	1	8 yard	Recycling	1x week (Tues)	NO
17246700	DANE COUNTY - SHERIFFS-SE PRECINCT	1202 NORTHPORT DR	FMSHS 32781	Amanda DePogler	608-783-1235	1	8 yard	Recycling	1x week (Fri)	NO
17246700	DANE COUNTY - SHERIFFS-SE PRECINCT	125 VETERANS RD	SHRFFLD 22043	Amanda DePogler	608-283-1235	1	2 yard	Recycling	1x week	NO
146800	DANE COUNTY - JOB CENTER	1819 ABERG AVE	FMSJ08 32781	Amanda DePogler	608-783-1235	1	2 yard	Recycling	EDW	NO
146800	DANE COUNTY - JOB CENTER	1819 ABERG AVE	FMSJ08 32781	Amanda DePogler	608-783-1235	1	8 yard	Recycling	2x week (Mon & Thurs)	NO
171600	DANE COUNTY - NEW COURT HOUSE	215 S HAMILTON	FMSCH 32781	Amanda DePogler	608-783-1235	1	34 yard compactor	Refuse Compactor	7x week (Tues & Fri)	NO
171600	DANE COUNTY - NEW COURT HOUSE	215 S HAMILTON	FMSCH 32781	Amanda DePogler	608-783-1235	1	8 yard	Recycling	4x week	NO
147300	DANE COUNTY - HUMAN SVCS-5, MAD	2308 S PARK ST	FMSHS 32781	Amanda DePogler	608-783-1235	1	4 yard	Recycling	EDW (Tues)	NO
147300	DANE COUNTY - HUMAN SVCS-5, MAD	2308 S PARK ST	FMSHS 32781	Amanda DePogler	608-783-1235	1	6 yard	Recycling	EDW (Thurs)	NO
566600	DANE COUNTY - ADRC BUILDING	2885 N SHERMAN AVE	ACADRC ADIRMAA	Amanda DePogler	608-783-1235	1	8 yard	Recycling	1x week (Wed)	NO
566600	DANE COUNTY - ADRC BUILDING	2885 N SHERMAN AVE	ACADRC ADIRMAA	Amanda DePogler	608-783-1235	1	8 yard	Recycling	1x week (Wed)	NO
147200	DANE COUNTY - DETOX CENTER	2914 INDUSTRIAL DR	FMSHS 32781	Amanda DePogler	608-783-1235	1	6 yard	Recycling	EDW (Tues)	NO
147200	DANE COUNTY - DETOX CENTER	2914 INDUSTRIAL DR	FMSHS 32781	Amanda DePogler	608-783-1235	1	8 yard	Recycling	1x week (Wed)	NO
873000	DANE COUNTY - MEDICAL CENTER	3111 LUDS LN - HWY DEPT	FMSHC 32781	Amanda DePogler	608-783-1235	1	2 yard	Recycling	1x week (Wed)	NO
873000	DANE COUNTY - MEDICAL CENTER	3111 LUDS LN - HWY DEPT	FMSHC 32781	Amanda DePogler	608-783-1235	1	2 yard	Recycling	1x week (Wed)	NO
488200	DANE COUNTY - SHERIFFS-SADLERBROOK	5668 WOODLAND DR	SHRFFLD 22297	Amanda DePogler	608-783-1235	1	4 yard	Recycling	1x month (Tues)	NO
146000	DANE COUNTY - MIDDLETON SHERIFF	7555 W OLD SALIK RD	SHRFFLD 21761	Amanda DePogler	608-783-1235	1	2 yard	Cardboard	1x month (Wed)	NO
260900	DANE COUNTY - REGIONAL AIRPORT	25119 GRIMM ST	AIRTRM 32781	Bill LeGore	608-246-3389	1	4 yard	Refuse	EDW	NO
405100	DANE COUNTY - REGIONAL AIRPORT	25119 GRIMM ST	AIRTRM 32781	Bill LeGore	608-246-3389	1	4 yard	Refuse	EDW	NO
145300	DANE COUNTY - REGIONAL AIRPORT	4000 INTERNATIONAL LN	AIRTRM 32781	Bill LeGore	608-746-3189	1	25 yard compactor	Recycling Compactor	1x week	NO
145300	DANE COUNTY - REGIONAL AIRPORT	4000 INTERNATIONAL LN	AIRTRM 32781	Bill LeGore	608-746-3189	1	42 yard compactor	Refuse Compactor	1x week	NO
987000	DANE COUNTY - ROOFIELD LANDFILL	7102 US HWY 12	SWROOFID 32124	Christine Michaels	608-838-9555	1	2 yard	Recycling	1x week	NO
987000	DANE COUNTY - ROOFIELD LANDFILL	7102 US HWY 12	SWROOFID 32124	Christine Michaels	608-838-9555	2	2 yard	Recycling	1x week	NO
120900	DANE COUNTY - ROOFIELD LANDFILL	7102 US HWY 12	SWROOFID 32124	Christine Michaels	608-838-9555	0	20 yard	Refuse	As needed	YES
120900	DANE COUNTY - ROOFIELD LANDFILL	7102 US HWY 12	SWROOFID 32124	Christine Michaels	608-838-9555	0	20 yard	Refuse	As needed	YES
145200	DANE COUNTY - CONSOLIDATED FOODS	1000 E VERONA AVE	CFSDM 32781	David Samborn	608-845-1270	1	34 yard compactor	Refuse Compactor	As needed	NO
145200	DANE COUNTY - CONSOLIDATED FOODS	1000 E VERONA AVE	CFSDM 32781	David Samborn	608-845-1270	1	40 yard compactor	Cardboard Compactor	As needed	NO
147200	DANE COUNTY - CONSOLIDATED FOODS	1000 E VERONA AVE	CFSDM 32781	David Samborn	608-845-1270	1	8 yard	Recycling	2x week	NO
106500	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	2	20 yard	Refuse	City and Pickups Vary Based on Events	NO
106500	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	4	30 yard	Refuse	City and Pickups Vary Based on Events	NO
106500	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	2	30 yard	Refuse	City and Pickups Vary Based on Events	NO
106500	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	1	34 yard compactor	Refuse Compactor	City and Pickups Vary Based on Events	NO
106500	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	1	42 yard compactor	Refuse Compactor	City and Pickups Vary Based on Events	NO
172300	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	1	42 yard compactor	Cardboard Compactor	City and Pickups Vary Based on Events	NO
106506	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	1	6 yard	Recycling	City and Pickups Vary Based on Events	NO
106506	DANE COUNTY - ALLIANT ENERGY CENTER	1919 ALLIANT ENERGY CENTER	ALCOCLS 32781	Don Kraft	608-267-3983	1	15 yard compactor	Cardboard Compactor	City and Pickups Vary Based on Events	NO
262200	DANE COUNTY - HIGHWAY & TRANS	2302 FISH HATCHERY RD	HWOPRANT 21840	Drew Latch	608-266-4041	1	2 yard	Refuse	As needed	NO
262200	DANE COUNTY - HIGHWAY & TRANS	2302 FISH HATCHERY RD	HWOPRANT 21840	Drew Latch	608-266-4041	2	2 yard	Refuse	As needed	NO
262200	DANE COUNTY - HIGHWAY & TRANS	2302 FISH HATCHERY RD	HWOPRANT 21840	Drew Latch	608-266-4041	1	20 yard	Refuse	As needed	NO
145900	DANE COUNTY - MT HOREB HIGHWAY	2302 FISH HATCHERY RD	HWOPRANT 21840	Drew Latch	608-266-4041	1	4 yard	Recycling	As needed	NO
729600	DANE COUNTY - MT HOREB HIGHWAY	7737 HWY 78	HWOPRANT 21840	Drew Latch	608-266-4041	1	30 yard	Refuse	As needed	NO
798400	DANE COUNTY - HWY AB & LUDS	3111 LUDS LN - HWY DEPT	HWOPRANT 21840	Drew Latch	608-266-4041	1	8 yard	Recycling	1x month	NO
798400	DANE COUNTY - HWY AB & LUDS	3111 LUDS LN - HWY DEPT	HWOPRANT 21840	Drew Latch	608-266-4041	1	20 yard	Recycling	As needed	NO
146100	DANE COUNTY - SPRINGFIELD HWY	6159 HWY 12	HWOPRANT 21840	Drew Latch	608-266-4041	1	20 yard	Refuse	As needed	NO
729500	DANE COUNTY - SPRINGFIELD HWY	6159 HWY 12	HWOPRANT 21840	Drew Latch	608-266-4041	1	8 yard	Recycling	EDW	NO
128900	DANE COUNTY - VILAS 100 (VARIOUS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	46	96 gallon	Compost	2x week (Tu & Fri)	NO
461000	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	3	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	9	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	3	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling	2x week (Tu & Fri)	NO
145300	DANE COUNTY - VILAS 100 (BATHROOMS)	702 S RANDALL AVE	ZOO 32781	Eddie Sherman	608-515-6048	1	3 yard	Recycling</		

SCHEDULE C
COUNTY OF DANE
WASTE PICKUP LOCATIONS

ACCT#	SITE NAME	ADDRESS	DANE COUNTY BILL ACCOUNT	AUTHORIZED SITE CONTACT	CONTACT PHONE	QTY	SIZE	CONTAINER CONTENTS/ TYPE	PICKUP SCHEDULE	SEASONAL PICKUPS ONLY (APPROX MARCH-NOV)
145500	DANE COUNTY - FIREARMS TRAINING	5184 HWY 19	SHRFTC 22178	Paul Helebranz	608 845 7665	1	8 yard	Recycling	EDW	NO
1578900	DANE COUNTY - WASTE AND RENEWABLES	1918 ALLIANT ENERGY CENTER	SWRDFELD 22124	Heatherne Wooters	608 505 6681	2	65 cubic 8 yard	Paper recycling	As needed	NO
147400	DANE COUNTY - PARKS DEPT	4318 ROBERTSON RD	LWRPALM 31368	Ryan Schwab	608 576 2730	1	8 yard	Recycling	EDW	NO
927400	DANE COUNTY - PARKS DEPT	4318 ROBERTSON RD	LWRPALM 31368	Ryan Schwab	608 576 2730	1	20 yard	Refuse	As needed	NO
146900	DANE COUNTY - EXTENSION OFFICE	5201 FEN OAK CT	EXTENSION 21640	Sandy Jensen	608 224 3707	1	20 yard	Wood	As needed	NO
147800	DANE COUNTY - EXTENSION OFFICE	5201 FEN OAK CT	EXTENSION 21640	Sandy Jensen	608 224 3707	1	8 yard	Recycling	EDW (Tues)	NO
147800	DANE COUNTY - FERRIS CENTER	2120 RIMROCK RD	SHRFSFC 22178	Sgt. Mike Zetsch	608 84 6053	1	2 yard	Recycling	1 x week	NO
147800	DANE COUNTY - FERRIS CENTER	2120 RIMROCK RD	SHRFSFC 22178	Sgt. Mike Zetsch	608 84 6053	1	8 yard	Refuse	2 x week (Tues & Fri)	NO
145400	DANE COUNTY - BARCOCK CAMP	2971 HWY 51	LWRPKOP 26459 LWAB	Ryan Schwab	608 576 2730	1	8 yard	Cardboard	EDW	NO
147500	DANE COUNTY - LAKE FARM CAMP	3113 LAKE FARM RD	LWRPKOP 32781 LWAK	Ryan Schwab	608 576 2730	1	8 yard	Recycling	As needed	YES
147500	DANE COUNTY - LAKE FARM CAMP	3113 LAKE FARM RD	LWRPKOP 32781 LWAK	Ryan Schwab	608 576 2730	1	5 yard	Refuse	1 x week (Thurs)	YES
145400	DANE COUNTY - BRIGHAM PARK	3165 CTY TR HWY F	LWRPKOP 29559 LWBG	Ryan Schwab	608 576 2730	1	4 yard	Recycling	1 x week (Thurs)	YES
145400	DANE COUNTY - BRIGHAM PARK	3165 CTY TR HWY F	LWRPKOP 29559 LWBG	Ryan Schwab	608 576 2730	1	4 yard	Refuse	EDW (Wed)	YES
145700	DANE COUNTY - LAKE FARM PARK	4401 LIBBY RD	LWRPKOP 32781 LWAK	Ryan Schwab	608 576 2730	1	8 yard	Refuse	1 x week	YES
145700	DANE COUNTY - LAKE FARM PARK	4401 LIBBY RD	LWRPKOP 32781 LWAK	Ryan Schwab	608 576 2730	1	8 yard	Recycling	EDW	YES
106504	DANE COUNTY - BARCOCK CAMP	4669 BURNIA RD	LWRPKOP 29459 LWAB	Ryan Schwab	608 576 2730	1	8 YARD	Refuse	2 x Week (Wed & Sat (After 7 AM)	YES
106504	DANE COUNTY - BARCOCK CAMP	4669 BURNIA RD	LWRPKOP 29459 LWAB	Ryan Schwab	608 576 2730	1	8 YARD	Recycling	1 x week (Wed & Sat (After 7 AM))	YES
146400	DANE COUNTY - MENDOTA PARK	5133 CTY TR HWY M	LWRPKOP 32781 LWAKEN	Ryan Schwab	608 576 2730	1	4 yard	Refuse	1 x week	YES
146400	DANE COUNTY - MENDOTA PARK	5133 CTY TR HWY M	LWRPKOP 32781 LWAKEN	Ryan Schwab	608 576 2730	1	4 yard	Recycling	1 x week	YES
15742100	DANE COUNTY - SCHUMACHER FARM/CENTR FOR RURAL HIST	5682 HIGHWAY 19	LWRPKOP 32781 LWKCH	Ryan Schwab	608 576 2730	1	4 yard	Refuse	1 x week	YES
147600	DANE COUNTY - SCHUMACHER FARM/CENTR FOR RURAL HIST	5682 HIGHWAY 19	LWRPKOP 32781 LWKCH	Ryan Schwab	608 576 2730	1	4 yard	Recycling	1 x week	YES
147600	DANE COUNTY - TOKEN CREEK PARK	6200 US HWY 51	LWRPKOP 32781 LWTKN	Ryan Schwab	608 576 2730	2	6 yard	Refuse	2 x week	YES
17347200	DANE COUNTY - LAND & WATER PARKS	7701 MCKEE RD	LWRPKOP 32781 LWKCE	Ryan Schwab	608 576 2730	1	5 yard	Recycling	1 x week	YES
17347200	DANE COUNTY - LAND & WATER PARKS	7701 MCKEE RD	LWRPKOP 32781 LWKCE	Ryan Schwab	608 576 2730	1	4 yard	Refuse	EDW	YES
17347200	DANE COUNTY - LAND & WATER PARKS	7701 MCKEE RD	LWRPKOP 32781 LWKCE	Ryan Schwab	608 576 2730	1	4 yard	Recycling	EDW	YES

SCHEDULE D
County of Dane
Pricing Table

Recycling Pricing - Pickup and Recycling Charge & Monthly Container Rental Fee					PWS UNIT RATE		PWS MONTHLY TOTAL	
#	Container Contents/Type	Container Volume (Yards)	Est. Qty. of Containers	Avg. Est. Monthly Pickups per Container	Pickup & Disposal Charge (Per Pickup)	Container Monthly Rental Fee (Per Container)	Pickup & Disposal Charge	Container Monthly Rental Fee
1	Cardboard	2	1	4	\$21.59	\$0.00	\$86.36	\$0.00
2	Cardboard	8	2	4	\$23.95	\$0.00	\$191.60	\$0.00
3	Cardboard Compactor	15	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
4	Cardboard Compactor	34	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
5	Cardboard Compactor	40	2	4	\$165.00	See Items 28-38	\$1,320.00	See Items 28-38
6	Cardboard Compactor	42	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
7	Compost - Zoo Manure (Pickup required 2 times per week)	0.5	46	9	\$9.50	\$0.00	\$3,933.00	\$0.00
8	Paper Recycling/Shredding	0.3	2	4	\$50.00	\$0.00	\$400.00	\$0.00
9	Paper Recycling/Shredding	8	1	13	\$50.00	\$0.00	\$650.00	\$0.00
10	Recycling	2	8	4	\$21.59	\$0.00	\$690.88	\$0.00
11	Recycling	3	10	4	\$22.18	\$0.00	\$887.20	\$0.00
12	Recycling	4	4	4	\$22.58	\$0.00	\$361.28	\$0.00
13	Recycling	6	8	4	\$23.95	\$0.00	\$766.40	\$0.00
14	Recycling	8	14	4	\$23.95	\$0.00	\$1,341.20	\$0.00
15	Recycling Compactor	25	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
RECYCLING COLLECTION					SUBTOTAL		\$13,267.92	\$0.00

Waste Pricing - Pickup, Disposal Charge & Monthly Container Rental Fee					PWS UNIT RATE		PWS MONTHLY TOTAL	
#	Container Contents/Type	Container Volume (Yards)	Est. Qty. of Containers	Avg. Est. Monthly Pickups per Container	Pickup & Disposal Charge (Per Pickup)	Container Monthly Rental Fee (Per Container)	Pickup & Disposal Charge	Container Monthly Rental Fee
16	Refuse	0.5	1	4	\$9.50	\$0.00	\$38.00	\$0.00
17	Refuse	2	6	4	\$28.27	\$0.00	\$678.48	\$0.00
18	Refuse	3	13	4	\$31.59	\$0.00	\$1,642.68	\$0.00
19	Refuse	4	8	4	\$34.71	\$0.00	\$1,110.72	\$0.00
20	Refuse	6	8	4	\$41.57	\$0.00	\$1,330.24	\$0.00
21	Refuse	8	10	4	\$46.97	\$0.00	\$1,878.80	\$0.00
REFUSE COLLECTION (INCLUDES DISPOSAL COSTS)					SUBTOTAL		\$6,678.92	\$0.00

Waste Collection Pricing - Pickup Charge & Monthly Rental Fee					PWS UNIT RATE		PWS MONTHLY TOTAL	
#	Container Contents/Type	Container Volume (Yards)	Est. Qty. of Containers	Avg. Est. Monthly Pickups per Container	Pickup Charge (Per Pickup)	Container Monthly Rental Fee (Per Container)	Pickup & Disposal Charge	Container Monthly Rental Fee
22	Refuse	20	10	2	\$165.00	\$0.00	\$3,300.00	\$0.00
23	Refuse	30	5	2	\$165.00	See Item 39	\$1,650.00	See Item 39
24	Wood	12	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
25	Wood	20	1	4	\$165.00	See Items 28-38	\$660.00	See Items 28-38
26	Refuse Compactor	34	5	4	\$165.00	See Items 28-38	\$3,300.00	See Items 28-38
27	Refuse Compactor	42	2	4	\$165.00	See Items 28-38	\$1,320.00	See Items 28-38
REFUSE COLLECTION (DISPOSAL COSTS SEPARATE)					SUBTOTAL		\$10,890.00	\$0.00

SCHEDULE D
County of Dane
Pricing Table

Monthly Rental Fees (Provided by Container)					PWS UNIT RATE		PWS MONTHLY TOTAL	
#	Container Contents/Type	N/A	Est. Qty. of Containers	N/A	N/A	Container Monthly Rental Fee (Per	Pickup & Disposal Charge	Container Monthly Rental Fee
28	nt Energy Center Recycling Compactor		1			\$153.00		\$153.00
29	lliant Energy Center Trash Compactor		1			\$204.00		\$204.00
30	Public Safety Building Recycling		1			\$160.00		\$160.00
31	Badger Prairie Trash Compactor		1			\$135.00		\$135.00
32	Badger Prairie Tipper		1			\$50.00		\$50.00
33	CFS Trash Compactor		1			\$163.00		\$163.00
34	CFS Recycling Compactor		1			\$102.00		\$102.00
35	Courthouse Trash Compactor		1			\$150.00		\$150.00
36	Courthouse Trash Tipper		1			\$50.00		\$50.00
37	Airport Trash Compactor		1			\$160.00		\$160.00
38	Airport Recycling Compactor		1			\$160.00		\$160.00
39	Low Use Roll Offs		4			\$30.00		\$120.00
PWS - CONTAINER RENTAL					SUBTOTAL		\$1,607.00	

		Pickup & Disposal Charges	Container Rental Fees
ESTIMATED MONTHLY TOTALS		\$30,836.84	\$1,607.00
ESTIMATED MONTHLY GRAND TOTAL (PICKUP/DISPOSAL + RENTAL)		\$32,443.84	

Miscellaneous Fees					PWS	MONTHLY TOTAL
#	Description		Quantity	Unit of Measure	Unit Cost	Est Monthly Charge
39	Delivery Fee for New Container		1	Each	\$75.00	\$375.00
40	Dedicated single-stream recycling processing fee per ton is charged at current rate at time of load, this is specific to dedicated roll-off loads.		1	Each	\$25.00	\$1,000.00
41	Clean OCC only loads will be rebated/charged at market value/cost; current December rebate is \$45/ton.		1	Each	\$0.00	N/A
42	Any current monthly lease/rental fees will be honored. See Items 28-38.		1	Each	N/A	N/A
42	Annual Price Increase of 3% starting January 1, 2025		1	Each	N/A	N/A

SCHEDULE E
Payment and Pricing

1. PROVIDER shall issue an invoice monthly for actual services provided based on the pricing included in Schedule D.
2. COUNTY may request waste or recycling collection containers to be added, moved, or modified. Any change in services will be provided at the unit prices in Schedule D unless otherwise approved by the COUNTY. The PROVIDER and COUNTY will create a standard process for adding, removing and revising containers and locations.
3. Unit prices are subject to a 3% annually increase effective at the start of Term 2, January 1, 2025.
4. Services will not be subject to a fuel surcharge fee.
5. Invoices must reference the COUNTY purchase order number and AP charge code issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice.