



Request for Proposals (RFP)

Residential Refuse and Recycling Collection and Disposal Services

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive high-quality weekly refuse and biweekly single stream recycling collection and disposal services **for residential properties within the City beginning January 1, 2016**. The RFP is requesting dual pricing including quote #1 and #2 for a fully automated refuse and recycling collection and disposal system and quote #3 for the existing manual collection and disposal service levels.

The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.

I. INTRODUCTION AND BACKGROUND INFORMATION

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, Advanced Disposal provides these manual collection and disposal services to Wausau. The five year contract expired on December 31, 2014 and the City of Wausau entered into a one year renewal through December 31, 2015. These contract documents are attached as Exhibits 1, 2 and 3. This includes collection at all single-family, two-family and participating multi-family residential structures in the City and waste and recycling services at a variety of City-owned, facilities listed on Pages 1 and 2 of Exhibit 1. Currently, yard material collection is offered through a weekly subscription service paid by the resident directly to the contractor. In addition, the City manages a curb side fall leaf pickup operation and a yard waste site.

Under the existing agreements (Exhibits 1 and 2), the contractor collects non-recyclable waste and recyclables from residential housing units within the City of Wausau, including apartment buildings and residential units within commercial structures that choose to participate and comply with the curbside collection process. Garbage collection is weekly and recyclables is collected every two weeks. The contractor is responsible for disposing of the non-recyclables in a licensed landfill approved by the City and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. For 2015, the City is currently invoiced for 16,633 units for this service. This count represents all housing units including multi-family regardless of whether they participate in the program.

Currently, all refuse is transported to Marathon County landfill in the Town of Ringle, approximately 15 miles from the City of Wausau. Our current contract operates a transfer facility in the Village of Weston which allows them to combine City of Wausau residential collections and limit the number of trips to the county landfill. The County Landfill tipping fee for 2015 for City of Wausau haulers is \$32.22 per ton. The current rate paid by Advance Disposal for the City of Wausau contract is \$30.60 which will expire at the end of existing refuse and recycling contract on December 31, 2015. The County landfill website address is:

<http://www.marathoncountysolidwaste.org/>

It is estimated that Advanced Disposal vehicles log 5,500 miles per month to provide the complete recycling and trash collection and disposal services for the City. This estimate has not been verified.

The City currently does not provide plastic carts to residents for refuse waste collection. However, many residents and apartment building owners rent these carts from Advanced Disposal for an annual fee of \$36 paid by the cart user. In addition, many owners of apartment structures contract directly with a waste hauler to provide dumpster service for their tenants. Even though an apartment development receives privately contracted dumpster service for an additional fee, the City still pays the collection fee for the living units in those apartment buildings as part of the current contract.

Currently, residents use small recycling bins that do not accommodate automated pick-up or promote increased recycling. Recyclables are co-mingled by residents into two categories – paper and most other. The contractor is responsible for collecting and processing the material in accordance with Wisconsin Department of Natural Resources requirements. Area material recovery facilities include: the Portage County Materials Recovery Facility, the Outagamie Tri-County Materials Recovery Facility and Eagle Waste and Recycling, Inc. Information on the facilities can be found on their websites at:

<http://www.outagamie.org/index.aspx?page=766>;
<http://www.co.portage.wi.us/solidwaste/materialrecovery.htm>
<http://www.eaglewasteandrecycling.com/>

The contractor is not required to use these recycling facilities and may use any WI DNR licensed and self-certified material recovery facility.

2013 Tonnage statistics provided by Advance Disposal is provided below. The City does not guarantee quantities.

	Tonnage
Aluminum Containers	39.51
Corrugated cardboard	335.87
Glass Containers	296.36
Magazines	256.84
Newspaper	731.01
Plastic containers #1 and #2	158.06
Residential Mixed Paper	19.76
Steel and bi-metal containers	138.30
Total	1,975.71
Refuse	10,870.99
Lead acid batteries	0.23
Waste Oil	17.58

The City is committed to providing outstanding and cost effective refuse and recycling service to its residents while striving to be an environmentally friendly community.

II. INSTRUCTIONS TO PROPOSERS

1. Deadline:

The proposal must be submitted by 1PM CST, on Tuesday March 10th, 2015. Six copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau WI 54403. All proposals shall be valid for at least 90 days from the date of the bid opening. The signed contract must be returned within 30 days of the notice of award of contract.

2. Time Schedule for Consideration:

	Date
Public Release of the RFP	February 2nd, 2015
Pre-Proposal Conference - Council Chambers City Hall	February 16th, 2015 at 1:00PM
Pre-Qualification Statements Due - Finance Director	February 26th, 2015 at 3:00PM
Proposal Submission - City Clerk	March 10th, 2015 at 1:00PM
Proposals Opened - Board of Public Works Meeting - Council Chambers	March 10th, 2015 at 1:30PM
Public Health and Safety Committee Recommends Selected Contractor - Council Chambers	March 16th, 2015 at 5:15PM
Common Council Approves Selected Contractor - Council Chambers	March 24th, 2015 at 7:00PM

Proposers are encouraged to attend the pre-proposal meeting with the City on February 16th, 2015 at 1:00PM in the Common Council Chambers, City Hall. The City reserves the right to make changes to the schedule and may conduct contractor interviews if deemed appropriate.

3. Contact Person:

All questions regarding the proposal or services should be directed to:

Maryanne Groat,
Finance Director
City of Wausau
407 Grant Street
Wausau WI 54403
715-261-6645
mgroat@ci.wausau.wi.us

4. Pre-Qualification Procedures:

Each contractor interested in submitting a proposal for refuse and recycling services shall complete a Pre-Qualification Form (Exhibit 4). The completed information shall be submitted to Maryanne Groat, Finance Director, City of Wausau, 407 Grant Street, Wausau WI 54403 by 3PM on February 26th, 2015. The Board of Public Works will review the pre-qualification in closed session and will notify contractors that they are pre-qualified within five (5) business days. All information requested as part of the pre-qualification process will be kept in the strictest confidence or made public record as required by law. The intent of the pre-qualification process is to ensure that only qualified contractors who have the financial capacity and experience to provide the necessary qualified services are allowed to submit proposals. Proposals received from contractors that have not been pre-qualified will be returned unopened.

5. Exclusive Contract:

The City intends to enter into an agreement with a single, qualified firm for the management of the city's refuse and recycling collection and disposal services for residential units and government facilities as noted in the proposal.

6. Right to Reject:

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City in the City's sole determination. In addition, the City reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau. In addition, the City reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal or fails to comply with any other requirements of this RFP, including but not limited to the provision of the Certificate of Insurance and Performance and Bid Bonds.

7. Proposal Clarification:

The City reserves the right to request clarification of information submitted and to request additional information. At the City's option contractors may be required to substantiate information provided within their proposal.

8. Non-Acceptance of Proposals:

No proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

9. Indemnification:

Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the contract.

10. Insurance:

Contractor shall, at its sole expense, maintain in effect at all times during the term of this contract, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the contract, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.00

Auto Liability for bodily injury and property damage: \$2,000,000.00

Environmental Impairment Liability or Pollution Liability with coverage of at least \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

11. Bid Bond:

All proposals shall be accompanied by a bid bond, certified check or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

12. Performance Bond:

The contractor shall provide the City, in order to assure performance of the contract during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this contract. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City.

13 Standard Proposal Form:

Contractors are required to use the City of Wausau provided proposal form (Exhibit 6). Electronic copies of the form are available. Additional pages may accompany the form if necessary.

III. PROGRAM DESIGN AND SCOPE OF SERVICES

A. Contract Term:

The City of Wausau is requesting proposals for a 5, 7 and 10 year contract.

B. Quotes:

The City of Wausau is requesting that proposers submit two quotes:

Fully Automated System:

- Quote 1 – for the term of the contract - a fully automated refuse and recycling system effective January 1, 2016. Contractor owns and maintains carts.
- Quote 2 – for the term of the contract – a fully automated refuse and recycling system effective January 1, 2016 – City purchases, owns and delivers the carts at inception with the contractor maintaining the carts and delivering additions/retirements during the contract term.

Manual Collection System:

- Quote 3 – for the term of the contract - the existing manual collection system as documented in the attached existing contracts (Exhibits 1 and 2).

C. Collection Guidelines:

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service including but not limited to:

- Delivery of refuse to landfill licensed and approved by the State of Wisconsin
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45am and completed by 6:00pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events or holiday adjustments.
- Route planning and adjustments must be approved by the City.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.
- During the month of January, Christmas trees, cut into four foot lengths and placed at the curbside, outside of the refuse container, will be collected by the contractor for no additional charge.

D. Quote 1 and 2 - Automated Single Stream Quote Guidelines:

Unit Counts

In 2014 city records indicate that there were 11,178 single family units in the city, 2,660 two-family units, and 207 three-family units and 324 four-family units and 114 mobile homes, for a total of 14,483 housing units that are four units or less and eligible for participation in an automated refuse and recycling program. The intention of the City is to secure a final unit count upon delivery and implementation of an automated cart services. The City will be invoiced and billed for services based upon these cart counts. Unit count shall change based upon additions and deletions. The number of dwelling units shall be adjusted annually based on annexations, building permits and demolition permits data maintained by the City during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units. The contractor and city will make a good faith effort to reconcile the dwelling unit changes to the cart additions and deletions.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#5), glass containers, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, cartons and aseptic containers. This list may be expanded.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.

- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor to provide cart maintenance over the life of the contract regardless of whether the city or contractor purchases the carts.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- If the carts are owned by the contractor the contractor shall distribute the selected carts to the individual housing units prior to implementation of the automated system.
- Requests to change cart size or other distributions/retirements after implementation will be made through the City and delivered by the contractor. Cart size changes will be limited to one change per year for each residential unit.
- City will be provided with an updated database of cart size and delivery address over the life of the contract.
- The City intends to default to a 65 gallon refuse container and 95 gallon recycling container.
- Containers should be high quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.
- Residents may request supplemental carts to meet their needs, in addition to the carts provided within this service contract by a request directly to the contractor. The contractor will provide and bill such services directly to the customer. The City shall have no responsibility or liability for this expanded service.

E. Quote 3 - Existing Manual Collection System Guidelines:

Unit Counts

The unit count will equal the current 2015 count used for the existing contract along with the additions to the number of dwelling units which shall be adjusted annually based on annexations, building permits and demolition permits during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

Residential Refuse Collection and Disposal

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect refuse in accordance with the contract provided in Exhibit 1. Based upon a weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

Residential Recycling Collection and Disposal

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#5), glass containers, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, cartons and aseptic containers. This list may be expanded.
- The contractor will collect recycling in accordance with the contract provided in Exhibit 2, based upon the biweekly collection schedule.

- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

Carts

- Contractor will make available to occupants of each residential unit the use of a wheeled refuse cart with a volume of approximately 90 gallons as a rental service, independent of the contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire term of the contract.

F. Fee Increases

In addition to the monthly per unit cost proposed by the contractor on the proposal form the contract will provide for specific accommodations for the following increases:

Landfill Costs

It is understood that the cost of the services provided include landfill tipping fees and related federal and state taxes that are paid by the contractor. The contractor shall notify the City of any changes in landfill tipping fees. An adjustment for the increase will be made annually on January 1, by comparing the base rate of \$32.22 to the revised rate and multiplying the difference to the total tonnage hauled to the landfill in the prior year. In addition, if the rate decreases below the base rate of \$32.22 a similar credit will be issued to the City of Wausau. As an example, if the Year 2 landfill tipping fee is \$33.00 and 9,000 tons were brought to the landfill in Year 1, the City will make an additional payment of \$7,020 to the contractor.

Fuel Surcharge

For purposes of the agreement, the base cost of diesel fuel shall be established at \$3.90 per gallon. Semi-annually the City shall compute and remit the fuel surcharge payment. The payment shall equal \$196 for every whole ten cent units that the cost of diesel fuel exceeds the base cost of the diesel fuel. To determine if the cost of the diesel fuel has exceeded the base cost of diesel fuel, on the first day of every month, the cost of fuel for the first Monday of the previous month shall be used in the calculation, as determined from data provided by the U.S. Energy Information Administration. The cost data to be used is the Weekly Retail On-Highway Diesel Prices-Average All Types, for the Midwest Region of the United States, located at www.eia.gov/petroleum/gasdiesel.

	Diesel Prices - First Monday of the Month Midwest Region	Base per Contract	Increase Over Base	10 Cent Increments	Fuel Surcharge \$196
January	3.9880	\$3.90	\$0.08800	\$0.00000	\$0
February	4.0190	\$3.90	\$0.11900	\$0.10000	\$196
March	4.0190	\$3.90	\$0.11900	\$0.10000	\$196
April	4.2500	\$3.90	\$0.35000	\$0.30000	\$588
May	4.1500	\$3.90	\$0.25000	\$0.20000	\$392
June	3.9500	\$3.25	\$0.70000	\$0.70000	\$1,372
					\$2,744

G. Annual Spring Large Item Pickup

The city may conduct a springtime large item pick up that consists of larger materials that are picked up

curbside by city staff and hauled to the Department of Public Works (DPW) site. The materials are then reduced and loaded into 40 cubic yard roll-off containers. The vendor has placed up to four (4) roll-off containers in the DPW yard for city staff to fill via an excavator fitted with a grapple. DPW will fill between four and six (4-6) roll-off containers per day during the two week collection period. Vendor shall run approximately 4 to 6 roll-off containers per day from DPW to the Marathon County Landfill. The City requests that roll-off containers are delivered the week before the pickup is scheduled to begin. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the City.

H. Yard Material Collection Proposal

Seasonal yard collection of lawn, leaf, twigs and garden clippings shall be offered as a contractor provided subscription service. Collection and proper management shall be provided by the contractor with automated 95 gallon carts only. Residents requesting the service shall be billed directly by the contractor. The service shall be available from mid-April to the beginning of November.

I. Government Facility Refuse and Recycling

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick up frequency. The list of cart sizes is provided on the standard proposal form (Exhibit 6). A listing of facilities is listed at Exhibit 5. Costs presented shall include any container rental.

J. Bulk Items and Electronics

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TV's, outdoor play equipment, lumbers, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor. Prices for 2016 shall be listed within the proposal specifications.

K. Excluded Refuse

The contractor shall not be required to collect refuse from any multi-family dwelling of five or more units, commercial establishment or industry under this contract.

L. Reporting

The contractor shall furnish the City Clerk with itemized refuse and recycling tonnage information on a quarterly basis.

M. Clean Up

The contractor shall insure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

N. Information/complaints

The contractor shall staff during normal business hours a local telephone contact for information on collection days and times and refuse and recycling program questions. The contractor will also receive and resolve complaints regarding missed pick up, spillage and container damage.

O. Community Streets

The contractor proposing services should be familiar with the characteristics of the City of Wausau

and its impact on refuse and recycling collection. The city has a number of one way streets, alleys, traffic patterns and hills that can impact collection services. Due to alleys or other tight spaces a minor number of homes may require manual pick up.

P. Required Response Documents:

- Pre-qualification Statement – **Due 2/26/2015 at 3PM**
 - Official Proposal Form
 - Specifications of cart contractor would furnish
 - Other documentation deemed necessary
- Due in a sealed envelope 3/10/2015
at 1PM**

NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides nonrecyclable solid waste collection service to all residential households in the community pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code*, and CONTRACTOR is in the business of providing nonrecyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide nonrecyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided. CONTRACTOR shall collect, pick up, haul away, and dispose of nonrecyclable solid waste from each residential unit within the corporate limits of the City of Wausau, except that which is specifically excluded. A "Residential unit" is defined as a single housing unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Residential units include, but are not limited to, single family homes, each unit of a duplex structure, and each apartment unit in an apartment building. A single-family dwelling unit shall be counted as one unit, a two-family dwelling as two units and so on.

CONTRACTOR shall make available to the occupants of each residential unit the use of a wheeled cart, with a volume of approximately 90 gallons, as a rental service, independent of this contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire five-year term of this contract. CONTRACTOR shall directly charge the owner/occupant of the residential unit electing to use this optional cart rental service. This cart rental service will not be paid for by CITY.

In addition, as part of this agreement and at no additional cost, CONTRACTOR shall collect, pick up, haul away, and dispose of all recyclable and nonrecyclable solid waste from the following locations at a frequency as directed by CITY:

- A. Wausau Downtown Airport and Airport lift station;
- B. City Hall;
- C. The Department of Public Works;
- D. The Wastewater Treatment Plant;
- E. The Water Treatment Plant;
- F. The Public Safety Building;
- G. Central Fire Station;
- I. The Bridge Street Fire House;
- J. 32nd Avenue Fire House;
- K. Metro Ride garage and offices; and
- L. Additional locations of municipal service which may be designated in the future.

2. Schedule. CONTRACTOR shall collect nonrecyclable solid waste not less than once each week in accordance with a specific collection schedule, established and maintained by the contractor, with CITY approval, designating collection area, date, and approximate time of collection. Collection activity shall not commence before 5:45 a.m.

CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, especially as the days may change for holidays. Such notification shall be made pursuant to advance publication by display ad in the *Wausau Daily Herald*. Unless contractor gives the required notice all collections shall be on the same day each week. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.

CONTRACTOR shall not be required to collect or pick up any nonrecyclable solid waste from a residential unit if such waste has not been placed by 5:45 a.m. at the curb on the day of collection.

3. Service Standards. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment shall be operated and maintained to minimize noise. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

CONTRACTOR shall insure that no nonrecyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

4. Nonrecyclable solid waste collection. "Nonrecyclable solid waste" means all putrescible and nonputrescible solid waste for which there exists no commercially demonstrated method of resource recovery, and includes such materials as Pyrex glass, window glass, light bulbs, mirrors, styrofoam items, waxed paper, garbage and other household wastes.

There is no limit on the volume or quantity of material the occupants of residential units may place at the curb nor the number of nonrecyclable solid waste containers that the occupants of a residential unit may place at the curb and CONTRACTOR shall collect and dispose of said material except as follows:

CONTRACTOR shall not be required to pick up and empty waste in individual waste containers weighting more than fifty (50) pounds. CONTRACTOR shall notify the occupants of any residential units violating this restriction of the proper method to prepare waste for collection.

CONTRACTOR shall not be required to collect or pick up major appliances as defined by s. 159.01(3), Wisconsin Statute, and as amended; tree stumps and roots or shrubs with intact root balls weighing more than 50 pounds; large furniture items; greater than seventy-five (75) pounds of construction debris from an individual residential unit every week; yard waste (except Christmas trees shall be picked up with the regular collection); tires; nonseparated solid waste; or hazardous waste all as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended. "Nonseparated solid waste" means a mixture of two or more of the three types of waste: recyclable solid waste, nonrecyclable solid waste, and yard waste as defined in Chapter 6.44, *Wausau Municipal Code*.

Up to seventy-five (75) pounds of construction debris generated from a particular residential unit shall be collected weekly from that unit as a part of the normal solid waste pick-up. (For instance, debris from small homeowner remodeling projects shall be picked up.)

5. Disposal. CONTRACTOR shall deliver all nonrecyclable solid waste to Marathon County Landfill or any other landfill facility licensed by the State of Wisconsin, selected by CONTRACTOR and approved by CITY. Nothing shall be deposited anywhere without the prior approval of CITY.

6. Reports. CONTRACTOR shall furnish to CITY, on a monthly basis, reports with a calculated tonnage of the nonrecyclable solid waste collected within the CITY from residential units under this contract. Receipts for loads shall be included with these reports. CITY shall obtain any other information and reports as are required of CITY by the State of Wisconsin directly from the Marathon County Landfill.

7. Yard waste management. CITY shall provide a location for a yard waste drop-off collection site and CITY shall operate and manage the yard waste site and yard waste generated in CITY.

CITY shall adopt all necessary ordinances to implement the program and publicize the entire yard waste program.

Yard waste for the purposes of this agreement shall mean leaves, grass clippings, brush, tree limbs, branches, and yard and garden debris. This term does not include stumps, roots or shrubs with intact root balls.

CONTRACTOR shall make available to all residential units an optional curbside yard waste collection service. Such service shall be made available during the months of at least May through September. Payment for this service shall be made to CONTRACTOR by the owner or occupant of the residential unit choosing to utilize this service. CONTRACTOR may charge residential units whatever fee CONTRACTOR deems necessary to support this service. CITY shall not pay for this service.

8. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the CONTRACTOR'S sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

9. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, and disposal methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies, ordinances and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

10. Compliance with CITY ordinances. CONTRACTOR shall report to CITY a list of all residential units that are not in compliance with the terms of any CITY ordinances, and CONTRACTOR shall cooperate with CITY in all enforcement activity.

11. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

12. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

13. Liability Insurance. CONTRACTOR shall maintain during the life of this agreement public liability insurance and property damage insurance insuring CONTRACTOR and the CITY, its employees, officers, agents, and designees, whether appointed, hired and/or elected, as additional insureds, against liability for injury to property for at least five hundred thousand dollars (\$500,000) and against liability for injury to persons or for loss of life with limits of two million dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance satisfactory to CITY, such insurance to be specifically subject to the approval of CITY. Such policy shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

14. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

15. Indemnification and Hold Harmless From Landfill Site. CONTRACTOR agrees to provide to CITY with an indemnification and hold harmless from the owner and/or operator and/or responsible party of the landfill site (the decision as to the provider of the hold harmless to be made by CITY) whereby the responsible party will indemnify and save and hold CITY and CITY's appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to RESPONSIBLE PARTY's operations at the landfill site, and especially in relation to the refuse from CITY; and RESPONSIBLE PARTY agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees,

and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

16. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s. 292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

17. Payment for Services. For all services provided by CONTRACTOR to CITY, CITY shall pay to CONTRACTOR on a basis of sixteen thousand five hundred four (16,504) residential units, the estimated number of residential units existing in CITY as of January 1, 2010, with additions or subtractions from that amount being made as follows:

- A. Increase in base fee per month per unit for additional residential units. The number of residential units shall be adjusted on January 2 of each subsequent contract year after 2010, as follows: Increases shall be made for residential units annexed into the City and for newly constructed residential units to be determined on the basis of CITY's Building Inspections Department records of new construction permits issued between January 2 of each preceding year and January 2 of the subsequent year. Decreases shall be made as a result of residential unit demolitions as recorded in the records of CITY's Building Inspections Department. Except that adjustments will be made in the event that over twenty-five (25) residential units are annexed in any one (1) month period in which case adjustments will be made at the beginning of the month subsequent to the approval of the annexation.

The increase in the TOTAL ANNUAL BASE FEE for additional (or decreased) residential units during the appropriate year shall be on a per month per unit basis in accordance with the rates shown in column "C" of EXHIBIT III.

- B. CITY shall pay CONTRACTOR, on or before the 15th of each month for the service provided in the previous month, one twelfth of the amount shown in column "A" + "B" (TOTAL ANNUAL BASE FEE) of EXHIBIT III for the appropriate year and any increases in accordance with paragraph 17, A above. It is understood that said payment made to CONTRACTOR is for services rendered under this agreement and also for services rendered under the RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT.

Payment shall be made as directed by CONTRACTOR

- C. It is understood that the cost of the services provided in this agreement is partially based upon a landfill tipping fee that must be paid by CONTRACTOR to the owner of the landfill where the waste is deposited. If State or Federal landfill excise fees are increased or decreased the annual payment made to CONTRACTOR by CITY shall be increased or decreased at a rate of eleven thousand dollars (\$11,000) for each whole dollar (\$1.00) change in the State or Federal landfill excise fees. This rate adjustment shall be effective as of the date that the increase or decrease is effective. If the increase or decrease is less than a whole dollar amount the partial dollar shall be pro-rated.

This charge is based upon an estimated 11,000 tons of landfilled waste per year and shall not be changed during the life of this agreement.

- D. **Fuel Surcharge:** For purposes of this agreement, the base cost of diesel fuel shall be established at three dollars and twenty five cents (\$3.25) per gallon. On the first day of every month of the term of this Agreement CITY shall determine if CONTRACTOR is eligible to receive a one hundred ninety six dollar (\$196) fuel surcharge payment for every whole ten cent (\$0.10) units that the cost of diesel fuel exceeds the base cost of diesel fuel. To determine if the cost of diesel fuel has exceeded the base cost of diesel fuel, on the first day of every month, the cost of fuel for the first Monday of the previous month shall be used in the calculation, as determined from data provided by the U.S. Energy Information Administration. The cost data to be used is the Weekly Retail On-Highway Diesel Prices-Average All Types, for the Midwest Region of the United States. This cost information is available on the website at:
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

If a fuel surcharge payment is due that month, said payment shall be made at the time the payment described in paragraph 17, B is made.

18. Similar and like-kind service. CITY shall, upon 30 days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community within the Wausau Urban Area served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 21, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

19. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

20. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

21. Early Termination.

- A. *For Default.* This agreement may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect nonrecyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of nonrecyclable solid waste spilled during the collection process or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of recyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of recyclable solid waste.
- D. In the event that the State of Wisconsin laws governing nonrecyclables are amended or the Wisconsin Department of Natural Resources Administrative Rules governing nonrecyclables take effect during the term of this agreement the parties shall have ninety (90) days from the date of notice of change served by one party or the other to reach agreement as to any new or revised terms and conditions of this agreement. Failure to reach agreement within ninety (90) days shall cause this agreement to terminate automatically sixty days after the ninety (90) day period.

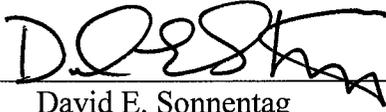
22. Assignment. CONTRACTOR may not assign or sublet this agreement or any of the services provided under this agreement without the approval of CITY, such approval to be manifested only by a resolution adopted by a majority of the Common Council.

23. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to, or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

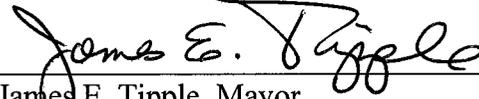
CONTRACTOR:

Veolia ES Solid Waste Midwest, LLC

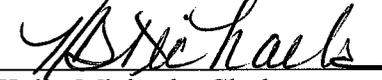


David E. Sonnentag
Regional Manager

CITY OF WAUSAU BY:



James E. Tipple, Mayor



Kelly Michaels, Clerk

Prepared: May 18, 2009

Revised: May 19, 2009

June 9, 2009

June 12, 2009

June 15, 2009

September 10, 2009

September 28, 2009

October 28, 2009

Alternate 1 **EXHIBIT III**
5-YEAR COST SUMMARY
CITY OF WAUSAU WASTE MANAGEMENT PROPOSAL / CONTRACT

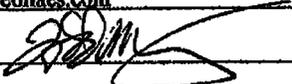
CONTRACTOR NAME: Veolia ES Solid Waste Midwest, LLC

ADDRESS: 5509 Fuller Street
Schofield WI, 54476

TELEPHONE NUMBER: 715-359-6637

FAX: 715-359-2123

EMAIL ADDRESS: todd.mitchell@veoliaes.com

AUTHORIZED SIGNATURE: 

DATE: 09/18/2009

YEAR	"C" INCREASE (DECREASE) IN BASE FEE PER MONTH PER UNIT FOR ADDITIONAL RESIDENTIAL UNITS	"A" 16,504 units NON-RECYCLABLE PICK-UP AND DISPOSAL	"B" 16,504 units RECYCLABLE PICK-UP, PROCESSING, AND MARKETING	"A" + "B" TOTAL ANNUAL BASE FEE	"D" INCREASE COST PER YEAR IF WASTE IS DISPOSED IN THE MARATHON COUNTY LANDFILL (11343 tons)
2010	\$5.80 + \$1.70 = \$7.50 (For annexations larger than 25 units during 2010)	\$1,148,678.40	\$336,681.60	\$1,485,360.00	\$0
2011	\$6.25 + \$1.80 = \$8.05	\$1,237,800.00	\$356,486.40	\$1,594,286.40	\$0
2012	\$6.60 + \$1.90 = \$8.50	\$1,307,116.80	\$376,291.20	\$1,683,408.00	\$0
2013	\$6.75 + \$2.00 = \$8.75	\$1,336,824.00	\$396,096.00	\$1,732,920.00	\$0
2014	\$ 6.90 + \$2.10 = \$9.00	\$1,366,531.20	\$415,900.80	\$1,782,432.00	\$0
TOTALS FOR 5-YEARS		\$6,396,950.40	\$1,881,456.00	\$8,278,406.40	\$0
GRAND TOTAL BASE FEE FOR 5 YEAR PROPOSAL: \$8,278,406.40					TOTAL LANDFILL COST INCREASE FOR 5 YEAR CONTRACT \$ 0

Name of initial State of Wisconsin licensed landfill to be utilized: Veolia - Cranberry Creek Landfill

Contractor cost per ton for disposal at this landfill: \$ 29.60

The 2010 base rate in this alternative bid is discounted in an effort to help the City with their budgetary constraints. Total 5 year cost proposal remains the same.

Drafted: May 19, 2009
Revised: June 12, 2009

WasteManagementProposalCostSummary.doc

RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides recyclable solid waste collection service to its citizens pursuant to an effective recycling program under Chapter 159, Wisconsin Statutes and NR544 Wisconsin Administrative Code and pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code* and CONTRACTOR is in the business of providing recyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide recyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided.

- A. Curb-Side Pickup. CONTRACTOR shall collect, pick up, and haul away, from each residential unit, as defined within the corporate limits of the City of Wausau, all recyclable solid waste as listed herein and as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended, unless CITY has been notified that a variance has been granted to CITY by the Department of Natural Resources which exempts an item listed from mandatory recycling requirements and CITY elects to remove from the recyclables list: Newspapers, mixed paper, glass containers, aluminum containers, steel containers, automotive waste oil, lead acid batteries, PETE plastic containers, HDPE plastic containers, magazines, corrugated cardboard or other container board, bi-metal containers, PVC plastic containers, LDPE plastic containers, PP plastic containers, polystyrene plastic containers, and foam polystyrene packaging. CONTRACTOR shall collect and haul these recyclables, from a plastic bin or other container(s) agreed upon by CITY and CONTRACTOR set out by CITY residents at curbside. Recyclables shall be separated into the categories agreed upon by CITY and CONTRACTOR in an effort to maximize the amount of refuse recycled, provide for an efficient collection process and maintain a high market value for the material collected. The collection,

processing and marketing program of CONTRACTOR shall comply with all State Statutes and Administrative Rules and regulations.

- B. CITY, upon sixty (60) day notice, may designate materials to be added to or deleted from the list of recyclables to be collected by CONTRACTOR. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted items(s).
- C. CONTRACTOR shall collect recyclable solid waste at least once every two weeks in accordance with a specific collection schedule. Collection of recyclable and nonrecyclable solid waste shall be on the same day of the week in each collection area. Collection activity shall not commence before 5:45 a.m. CONTRACTOR shall maintain all recyclables in a marketable condition and keep all source-separated items separate throughout the collection processing and marketing of the materials as required by NR544.05(1) Wisconsin Administrative Code.
- D. CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.
- E. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment will be operated and maintained to minimize noise.
- F. CONTRACTOR shall insure that no recyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.
- G. CONTRACTOR shall cause the delivery of all source-separated recyclable materials to an appropriate recycling facility.
- H. CONTRACTOR shall furnish to CITY on a quarterly basis, reports with a calculated tonnage of each recyclable solid waste collected within the CITY under this contract. Available documentation such as receipts for loads shall be included in these reports.
- I. CONTRACTOR shall provide CITY with contracts they have for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected.
- J. CONTRACTOR shall not be required to collect or pick up any recyclable solid waste from a residential unit if such waste has not been deposited in City-approved containers and placed by 5:45 a.m. at the curb on the day of collection.

K. CONTRACTOR shall, on a monthly basis, provide CITY with a list of all households whose recyclable material was either in an unacceptable condition or who failed to properly separate the material and CONTRACTOR shall cooperate with CITY in all enforcement activity.

2. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the contractor's sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brake noise shall be investigated and repaired to minimize complaints.

3. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, sorting, processing and marketing methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

4. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

5. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

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cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

7. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

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9. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s.292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

10. Payment for Services. Payment for all services provided by CONTRACTOR under this agreement and adjustments to those payments to CONTRACTOR are covered in

the companion agreement entitled, "NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT".

11. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

12. Similar and like-kind service. CITY shall, upon thirty (30) days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 14, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

13. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

14. Early Termination.

- A. *For Default.* This contract may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect recyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of recyclable solid waste spilled during the collection process, or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of nonrecyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of nonrecyclable solid waste.
- D. In the event that either the laws of the State of Wisconsin or the new Wisconsin Department of Natural Resources Administrative Rules governing recycling take effect during the term of this agreement, the parties shall have ninety (90) days from the date

of notice of change to both parties to reach agreement as to new/revised terms and conditions of this agreement, otherwise this agreement shall terminate.

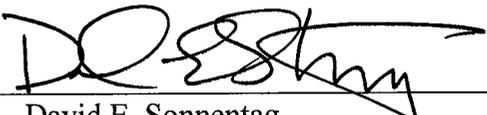
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16. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

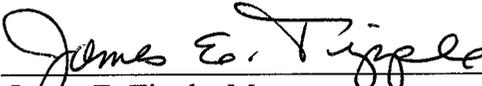
CONTRACTOR:

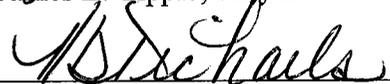
Veolia ES Solid Waste Midwest, LLC



David E. Sonnentag
Regional Manager

CITY OF WAUSAU BY:



James E. Tipple, Mayor


Kelly Michaels, Clerk

Prepared: May 19, 2009
Revised: September 10, 2009
September 28, 2009
October 28, 2009



September 3, 2014

Mayor Tipple
City of Wausau
5203 N 69th Street
Wausau, WI 54403

RE: Contract For Refuse And Recyclables: Collection, Hauling & Processing Signed September 28, 2009 (the "Contract") By And Between City of Wausau (the City") and Advanced Disposal Services Solid Waste Midwest, LLC (formerly Veolia ES Solid Waste Midwest, LLC) (Advanced Disposal)

Mr. Tipple:

Thank you for allowing Advanced Disposal the opportunity to renew the Contracts for Refuse and Recyclables Collection Hauling and Processing between the City and Advanced Disposal.

This letter agreement documents the negotiations between Advanced Disposal and the City concerning the renewal of the Contracts. As we discussed, the Contracts shall be extended for an additional one year commencing January 1, 2015 and ending December 31, 2015. During the extended term, Advanced Disposal will continue to provide the same services as described in current Contract. For billing purposes, the same the house count used to calculate the number of trash and recycling units will be continued during the renewal term. In consideration for the renewal, effective January 1, 2015, a 4 % increase will be added to the rates charged to the City by Advanced Disposal for services provided during the renewal term.

Advanced Disposal will continue to be the City's exclusive provider for the services contemplated in the Contract during the renewal term. Collection does not include tires, appliances, or other materials that require special handling or that are prohibited by the Marathon County landfill for disposal.

If the terms of this letter agreement are acceptable to the City, please indicate the City's acceptance hereof by counter signing this letter below and returning a copy of the signed letter to me. Upon full execution, this letter agreement shall be binding upon and inure to the benefit of the parties. This letter agreement shall then serve as an extension of the Contracts amending the terms as set forth herein and together with the Contracts shall contain

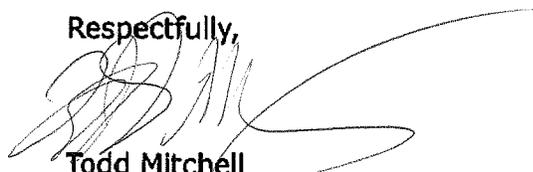
Mr. Tipple
September 3, 2014
Page 2 of 2

the entire understanding between the parties with respect to the subject matter. The terms and conditions described above with respect to services performed and rates charged during the renewal term shall become effective on January 1, 2015. All other terms and conditions of the Contract shall remain in full force and effect throughout the extended term.

Please contact me at (715) 359-6637 with questions or concerns.

Thank you.

Respectfully,



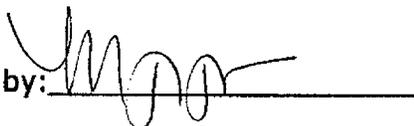
Todd Mitchell
General Manager
Advanced Disposal Services Solid Waste Midwest, LLC

The terms and conditions set forth above are hereby accepted and agreed to as of the day and year first above written. By signing below, the City represents and warrants that it has fully power and authority to enter into this letter agreement for the extension of the Contracts and the City's Mayor has been duly authorized to execute and deliver this letter agreement in accordance with all applicable laws, rules, regulations and ordinances.

CITY OF WAUSAU


James E. Tipple, Mayor

9/11/14
Date

Attested by: 



**PROPOSER'S PREQUALIFICATION FORM
REFUSE & RECYCLING COLLECTION
CITY OF WAUSAU, WISCONSIN**

Please complete this form in its entirety, attach all requested documents, *INCLUDING A CURRENT LETTER OF CREDIT FROM YOUR BANK*, and return to: Finance Department, Maryanne Groat, City of Wausau, 407 Grant Street, Wausau, WI 54403 (fax 715/261-0319) by 3PM on February 26th, 2015.

Pre-Qualification Statements must be received by the date and time indicated above. All items must be completed. Include a current letter of credit from your bank(s) or other financial institution(s) advising line of credit established for your organization. If the City of Wausau is not satisfied with the sufficiency of the answers to the questions and financial statement, the proposal may be rejected or disregarded or additional information may be required. The final decision as to a contractor's qualifications will be made by the Board of Public Works.

STATEMENT OF PROPOSER'S QUALIFICATION

A. General Information:

Authorized Contact Name and Title: _____

Name of Proposer: _____ Phone: () _____

Address: _____ Fax: () _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site: _____

When Organized: _____ Where Incorporated: _____

1. Contract Default:

<p>Has your organization ever defaulted on a contract or failed to complete any work awarded to it? <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, attach a statement explaining where and why.</p>
<p>Has any officer or partner of your organization been an officer or partner of some other organization within the past five years that failed to complete a contract during that period? <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, attach a statement indicating the name of the individual, or other organization, and reason therefor.</p>
<p>Has any officer or partner of your organization within the past five years failed to complete a contract handled in his/her own name? <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, attach a statement indicating the name of the individual, name of owner, and reason therefor.</p>

2. Location of nearest staffed office and service center to the City of Wausau

B. Financial Ability:1. **A CURRENT FINANCIAL STATEMENT MUST BE PROVIDED**

2. Line or letter of credit available: \$_____.

Attach verification from bank as to a date and amount source.**C. Equipment:**

List your refuse, recycling trucks available for this work or provide a detail of expected purchases for this contract. Provide the expected fuel type for the equipment.

D. Experience:

- How many years have you been engaged in the refuse & recycling collection business under the present firm name?
- Contracts on hand. List gross amount of each contract and contract expiration date.
- Provide experience with automated collection and cart systems.
- Current number of employees _____
- What is the background of experience of the principal members of your personnel, including

the officers?

- 6. List five (5) most recent major municipal refuse and recycling contracts completed or current with the name of owner, owner's rep, address, phone number, email address, type of work and cost (Wisconsin preferable). (List or attach)
- 7. Do you have any objections to our inquiring of any or all of the owners of current or completed projects listed in #6. above relative to your performance of such work?

No _____ Yes (EXPLAIN) _____

- 8. List any other references you wish us to contact relative to your work.

Note: Proposers shall answer all applicable questions and include essential verifications and supporting statements. Answers to questionnaire shall be legible.

STATE OF _____

COUNTY OF _____

_____ being duly sworn says that he/she is _____ of _____ and that the answers to the foregoing questions and all statements contained herein and in the attachments are true and correct.

Signed _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public

My commission expires: _____ (S E A L)

CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
CITY HALL		
Garbage Pickup	Tuesday & Friday	2 Yd Dumpster
Paper Pickup	Monday, Wednesday & Friday	4 - 90 Gallon Containers
Co-mingle Recycling	Thursday	4 - 90 Gallon Containers
PUBLIC SAFETY BUILDING		
Garbage Pickup	Friday	1 - 1 Yard Dumpster
Paper Pickup	Friday	1 - 1 Yard Dumpster
Co-mingle Recycling	Thursday	1 - 90 Gallon Container
WATER UTILITY		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Co-mingle Recycling	Weekly	1 - 2 Yard Dumpster
SEWER UTILITY		
Garbage	Weekly	3 - 3 Yard Dumpster
DEPARTMENT OF PUBLIC WORKS		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Garbage Pickup	As Needed	1 - 6 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
CENTRAL FIRE STATION		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
ELECTRICAL DEPARTMENT		
Garbage Pickup	As Needed	1 - 4 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
FIRE STATION #2		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
FIRE STATION #3		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
AIRPORT		
Garbage Pickup	Weekly	1- 6 Yard Dumpster **
Co-mingled Recycling	Weekly	1 - 3 Yard Dumpster
TRANSIT		
Garbage Pickup	Weekly	1 - 3 Yard Container
Cardboard Recycling	Monthly	1 - 2 Yard Container
Paper	Monthly	1 - 1 Yard Container
Plastic Recycling	Monthly	1 - 1 Yard Container
YARDWASTE SITE		
Garbage Pickup	Weekly	2 - 6 Yard Dumpsters

CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
400 BLOCK and THIRD STREET		
Recycling - cans and bottles	Weekly	4 - 95 Gallon Trash Bins
Garbage	Bi-weekly	36 - Trash Bins
UWMC MARATHON PARK		
1201 W STEWART AVE		
Garbage Pickup		1 - 2 Yard Container
Cardboard Recycling		1 - 3 Yard Container
Recycling		1 - 1 Yard Container
UWMC MARATHON PARK		
518 S 7TH AVE		
Garbage Pickup		1 - 4 Yard Dumpster
Garbage Pickup		1 - 3 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - 2 Yard Container
UWMC FIELDHOUSE		
615 GARFIELD AVE		
Garbage Pickup		1 - .5 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - .5 Yard Container
UWMC FIELDHOUSE		
625 STEWART AVE		
Garbage Pickup		1 - .5 Yard Container
Cardboard Recycling		1 - .5 Yard Container
Recycling		1 - .5 Yard Container



**CITY OF WAUSAU
REFUSE AND RECYCLING SERVICE PROPOSAL**

PRE-PROPOSAL CONFERENCE: February 16th at 1:00PM

PREQUALIFICATIONS DUE: Tuesday, February 26th, 2015 at 3:00pm (CST) to Maryanne Groat, Finance Director.

PROPOSALS DUE: Tuesday, March 10th, 2015 at 1pm (CST) at City Hall
Proposals shall be in a sealed envelope clearly labeled “Sealed Proposals for Refuse and Recycling Services” with the contractors name and address on the outside of the sealed envelope.

PROPOSALS WILL BE OPENED: Tuesday March 10th at 1:30pm (CST) at City Hall

CONTRACT:

Contract will be awarded by the Common Council on March 24th, 2015.

Contract should be executed within 30 of notice of the award of contract.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

FIVE YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 1

AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES CARTS

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

FIVE YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 2

AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS CARTS

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3

MANUAL COLLECTION REFUSE

FIVE YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3 MANUAL COLLECTION REFUSE

SEVEN YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -
2021	Refuse	\$
	Recycling	\$
	Total	\$ -
2022	Refuse	\$
	Recycling	\$
	Total	\$ -

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

QUOTE # 3 MANUAL COLLECTION REFUSE

TEN YEAR QUOTE		
Year	Monthly Unit Rate	
2016	Refuse	\$
	Recycling	\$
	Total	\$ -
2017	Refuse	\$
	Recycling	\$
	Total	\$ -
2018	Refuse	\$
	Recycling	\$
	Total	\$ -
2019	Refuse	\$
	Recycling	\$
	Total	\$ -
2020	Refuse	\$
	Recycling	\$
	Total	\$ -
2021	Refuse	\$
	Recycling	\$
	Total	\$ -
2022	Refuse	\$
	Recycling	\$
	Total	\$ -
2023	Refuse	\$
	Recycling	\$
	Total	\$ -
2024	Refuse	\$
	Recycling	\$
	Total	\$ -
2025	Refuse	\$
	Recycling	\$
	Total	\$ -

LANDFILL AND MATERIAL RECOVERY FACILITY LOCATION

LANDFILL DISPOSAL SITE _____

CONTRACTOR COST PER TON AT THIS LANDFILL SITE _____

MATERIAL RECOVERY FACILITY SITE _____

Please note sites expected to use during the course of the contract

CART SPECIFICATIONS:

Detail cart manufacturer and specifications here or attach separate documents.

RATE 40 CUBIC YARD ROLL-OFF CONTAINERS

Contractor to provide an inclusive cost of one 40 cubic yard container rental of approximately 3 weeks and transportation to the Marathon County Landfill. The City expects to use 4 to 6 roll-off containers. The City will pay tipping fees directly to the County. This is an all-inclusive cost and subject to CPI and Fuel charge increases if applicable.

40 cubic yard container rental and transportation to Marathon County

2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The length of these services will ultimately coincide with the contract term. This service may or may not be utilized.

**SEASONAL YARD WASTE WEEKLY CURBSIDE COLLECTION
SUBSCRIPTION SERVICE**

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2015 and shall include cart delivery and pickup, rental, collection and recycling of the yard waste.

Length of Season	_____
2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The length of these services will ultimately coincide with the contract term.

BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pickup at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	\$ _____
Love Seat	\$ _____
Upholstered Chair	\$ _____
Rocker Recliner	\$ _____
Mattress	\$ _____
Box Springs	\$ _____
Dining Table and Chairs	\$ _____
Refrigerator	\$ _____
Stove	\$ _____
Dishwasher	\$ _____
Washer	\$ _____
Dryer	\$ _____
Microwave	\$ _____
Lumber	\$ _____
Tire	\$ _____
Snowblower	\$ _____
Lawnmower - Push	\$ _____
Lawnmower - Riding	\$ _____
Outdoor Play Equipment - Disasser	\$ _____
Computer	\$ _____
TV - Large Screen	\$ _____
TV	\$ _____

EXTRA CART SERVICES

Extra Cart service arranged directly between the customer and contractor.

Annual Fee	65 Gal	96 Gal
2016	\$	\$
2017	\$	\$
2018	\$	\$
2019	\$	\$
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$
2025	\$	\$

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

CITY FACILITIES

Provide the monthly fee schedule for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2016 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
90 Gallon						
.5 Yard						
1 Yard						
2 Yard						
3 Yard						
4 Yard						
6 Yard						

Detail annual future cost increases if any: _____

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

EXHIBIT 6

FEE OR SURCHARGE	APPLY TO REFUSE COLLECTION <i>(Check Box)</i>	APPLY TO RECYCLING COLLECTION <i>(Check Box)</i>	COST AND NOTES <i>(Describe proposal and costs; use more space if needed)</i>
Other.....(Describe)			

Contractor: _____

The City of Wausau reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City in the City's sole discretion. The contract will be awarded to a single contractor based on consideration of bid prices, contractor qualifications, experience and capacity to provide services.

All proposals are valid for 90 days from bid opening
The signed contract must be returned within 30 days of award

ADDENDUM NUMBERS ARE HEREBY

ACKNOWLEDGED: _____

The following listed documents are considered component parts of this proposal
This cost proposal form including attachments

PRINT COMPANY NAME _____

PRINT ADDRESS _____

PHONE _____

EMAIL _____

SIGNATURE _____

DATE _____

PRINT NAME AND TITLE _____