



REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL

City of Fond du Lac
Department of Public Works
Steve Kees
Operations Director
920-322-3542

**REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL
CITY OF FOND DU LAC, WISCONSIN
File No. 2015-028**

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the City Administrative Offices, located on the 4th floor of the City/County Government Center, 160 South Macy Street, Fond du Lac, Wisconsin 54935 on or before Thursday, March 19th, 2015 at 11:00 AM, at which time proposals will be publicly opened and read aloud in the City Manager's conference room on the 4th floor of the City/County Government Center for the following work::

MUNICIPAL SOLID WASTE DISPOSAL

Specifications and Proposal Forms may be obtained from the City Administrative Offices, 920-322-3454, Fourth Floor, City/County Government Center, PO Box 150, Fond du Lac, Wisconsin, 54936-0150 or on the City website www.fdl.wi.gov under the bids/proposals tab.

All proposals shall be prepared on the forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, PO Box 150, Fond du Lac, Wisconsin. Each proposal envelope shall be properly identified on the face thereof "**SEALED PROPOSAL-Municipal Solid Waste Disposal File No. 2015-028**". No proposal shall be withdrawn for a period of thirty (30) days after opening of said proposal without the consent of the Director of Public Works. The City of Fond du Lac may reject any or all proposals on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the proposals that, in its opinion, will better serve the interest of the City.

No proposal will be opened unless the "**Bidder's Proof of Responsibility**" for 2015 is filed at least five (5) days before the scheduled time for opening of proposals. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Bidder's attention is called to the fact that this contract includes a "**Disclosure of Ownership**" form. Section 66.0903 (12) (d) and Section 103.49(7) (d) of Wisconsin Statutes requires that each bidder complete this form. No proposal will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten days after notice of award of contract.

Late proposals will not be accepted under any circumstances. Any proposals received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

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SPECIFICATIONS
MUNICIPAL SOLID WASTE DISPOSAL

1. SCOPE OF WORK

The scope of this contract is to provide Solid Waste Disposal Services for the City of Fond du Lac. Included in the proposal is an alternate proposal item for collection and disposal.

2. DEFINITIONS

- A. The terms City or City of Fond du Lac, in addition to designating the City of Fond du Lac as a party to his contract, shall mean its duly appointed representatives, agents or employees and any City department.
- B. The Department or DNR shall mean the State of Wisconsin Department of Natural Resources, its agents or representatives.
- C. The term Garbage shall mean discarded material resulting from the handling, processing, storage preparation, serving and consumption of food.
- D. The term Refuse shall mean combustible and noncombustible discarded material including, but not limit to, trash, rubbish, wood, rubber, cloth, ashes, litter, street rubbish, industrial wastes, and material and debris resulting from minor construction or demolition.
- E. The term Resident shall mean all persons residing within the legal boundaries of the City of Fond du Lac, State of Wisconsin.
- F. The term Sanitary Landfill shall mean a method of disposing of solid waste on land by utilizing the principles of engineering to confine the solid waste to the smallest practical area to reduce it to smallest practical volume and to cover it will a layer of earth at the conclusion of each day's operation, or at more frequent intervals as may be necessary.
- G. The terms Approved Landfill Site, Approved Site and Licensed Site shall mean a sanitary landfill site that has been approved and has a current license by the department of Natural Resources to accept solid waste.
- H. The term Station, Facility Transfer Station and Solid Waste Transfer Station shall mean a solid waste site or facility at which transferring of sold waste from one vehicle or container to another, generally of larger capacity, occurs prior to transporting to the point of processing or disposal.
- I. The term Solid Waste and Acceptable Solid Waste shall mean garbage, refuse and all other discarded or salvageable material, including waste material resulting from domestic use and public service activities. Acceptable Solid Waste shall not include: liquids, drums or barrels. As defined in NR 502.06 of the Wisconsin Administrative Code and Federal Laws.
- J. The term Solid Waste Management Standards shall refer to the State of Wisconsin solid waste management standards adopted as Chapter NR 502.06, Wisconsin Administrative Code and subsequent amendments under the authority of State Statutes.
- K. The term Work and The Work shall refer to the labor, materials, equipment, tools and other services or facilities required for the performance of this contract.

3. TERMS OF CONTRACT

The operations portion of this contract shall commence January 4, 2016. The base term of this contract will be for **five years** and shall expire at the end of the normal workday December 31, 2020.

4. EXTENSION OF AGREEMENT

By mutual agreement of both parties, this Agreement may be extended for a period not to exceed two (2) years. In the event the City elects to extend this Contract after December 31, 2020, the City shall, on or before June 30, 2020, submit to the Contractor a written proposal of terms and conditions for the continuation of the Contract ("Continuation Proposal"). This Continuation Proposal may set forth different alternatives, but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the Contractor shall have thirty (30) days in which to make its determination as to whether to accept or reject proposals made by the City. During this period of time, the Contractor and the City agree to negotiate in good faith for the purpose of continuing this contract. Unless otherwise agreed in writing by the Contractor and City or earlier terminated as set forth in this Contract, this Contract shall terminate on December 31, 2020.

5. CONTRACTOR TO PROVIDE DISPOSAL FACILITY, TRANSFER STATION OR LANDFILL DISPOSAL SITE

The Contractor, for the consideration herein set forth, covenants, promises and agrees that it will provide a suitable disposal facility for the City of Fond du Lac solid waste collection. Currently, the City utilizes a privately owned sanitary landfill for all disposal of municipality collected solid waste. Under this contract, consideration will be made for proposals to include transfer stations or deposition directly in a landfill. Any facility utilized in this proposal must be located within a 40 mile radius of the City. All proposed facilities will operate in accordance with the terms and conditions of this contract and bid specifications.

In the opinion of the Director of Public Works it is not in the best interest of the City to haul solid waste to the contracted landfill or transfer station on an individual day due to poor weather conditions, road conditions, or visibility. The City may haul that day's collections to an alternate closer location to dispose of the materials without penalty. This alternate disposal may be used no more than four times in a calendar year.

5a. TRANSFER STATION

Site and Utilities: The Contractor shall provide a suitable site located within a 40 mile radius of the City of Fond du Lac. If not already present, the Contractor shall provide all utilities associated with and necessary for the successful operation of the solid waste transfer station in accordance with the requirements of this contract and all application laws of the Federal, State and Local governments.

Building: The Contractor shall provide a suitable building, whether renovated or newly constructed, in which to house the solid waste transfer operations. The building shall have a minimum inside clearance of 25 feet to allow for the unloading of sanitation collection vehicles and equipment. The building shall further provide suitable space for up to 150 tons of solid waste. The floor of the facility should be impervious to liquids and provide drainage as required for such facilities. The building and solid waste transfer station operation housed within shall meet all applicable State, Federal and Local government requirements governing such facilities as outlined in the Wisconsin Administrative Code for *Solid Waste Management Standards*.

Equipment: The Contractor shall provide all equipment required for the operation of a solid waste transfer facility which is suitable to accept and transfer 50-75 tons of solid waste per day in accordance with the terms and conditions of this contract.

The type and quantity of the equipment utilized at the transfer station shall be sufficient to handle and process the waste in such an efficient and timely manner as will cause no delays to the haulers, beyond 15 minutes. A weigh station shall be provided and all vehicles utilizing the transfer station, to insure a smooth ongoing transfer operation under which hauling vehicles will be processed in a timely, efficient

manner and causing no delays beyond 15 minutes to the haulers. Staff shall include, at a minimum, one full-time transfer station operator and one full-time scale attendant.

Operation: The Contractor, for the consideration herein set forth, does covenant, promise and agree that it will maintain and operate a transfer station to receive and dispose of rubbish and garbage from households in the City of Fond du Lac.

The Contractor agrees to do the following:

- A. Contractor will provide a building, equipment and personnel as indicated in section 5a. of this agreement.
- B. Days and hours of operation - The transfer station shall be open to accept solid waste from least 7:00 AM until 3:30 PM Monday through Friday, and 8:00 to noon on Saturdays. The Contractor may be closed Sundays and holidays.
- C. Site and building maintenance - The Contractor shall maintain the site, building and transfer station operation in such a manner as to keep it free from litter, rodents and other nuisances. All transferring of waste shall be accomplished inside the building. Transfer procedures utilized shall be such that the blowing of material will be prevented. The site shall be cleaned up at least once each operating day.
- D. Safety - The Contractor shall comply with the regulations of the United States Federal Occupational Safety and Health Administration (OSHA). Each piece of operating machinery shall be equipped with a fire extinguisher and no smoking restriction signs.

5b. LANDFILL DISPOSAL

As an alternative to transfer station disposal, the City of Fond du Lac will consider solid waste disposal at a licensed Wisconsin Landfill. Landfill location must be located within the 40 mile radius of the City as previously outlined. Hours and days of operation will follow the same requirements as detailed in the transfer station requirements. Access in and out of the landfill must be maintained for the City of Fond du Lac solid waste collection vehicles.

All other requirements for the disposal of solid waste as previously set forth shall apply to the landfill alternative.

6. BASIS OF CONTRACT AWARD

The City of Fond du Lac reserves the right to select the proposal that is most advantages to the City. It is the owner's intent to provide a solid waste disposal agreement that is economically advantageous to community residents.

In evaluating the selection of a **Transfer Station Proposal** versus a **Landfill Proposal**, comparisons will be made considering such factors as travel time and costs, additional collection vehicles and employees, required wear and tear on vehicles and unit price. Bidders are encouraged to bundle proposals that include combinations of Transfer Stations and Landfills.

7. CONTRACTOR TO PROVIDE LICENSED PRIMARY DISPOSAL SITE AND BACK-UP SITE

The Contractor, for the consideration herein set forth, does also promise and agree that it will transfer to and dump in a DNR licensed site or facility legally empowered to accept solid waste for treatment or disposal as approved by the State. The City shall be provided with the name and location of this primary disposal site to be utilized by the Contractor. The Contractor shall also provide the City with a copy of a

letter from or an agreement with the owner of the primary landfill site indicating their willingness to accept the solid waste.

The Contractor shall also provide the City with the name and location of a DNR licensed back-up site in the event of the future inability of the primary site to accept waste.

In the event that the Contractor does not or cannot provide a back-up site, the Contractor shall still be responsible to dispose of all the refuse brought to the transfer station during the term of the contract.

8. INSURANCES

The Contractor shall secure and maintain, throughout the duration of the Contract and subsequent contract renewals, insurances of such types and not less than amounts as hereinafter listed.

- A. Insurance coverage will be considered acceptable when provided in one of the following methods.
1. By issuance of the original policy designating the Contractor and the City by name as the insured parties under the provisions of the policy.
 2. By endorsement to an original policy when endorsement shall extend to the City, by name, the same coverage and protection stipulated in the paragraph above.
 3. By separate contingent policy providing the required insurance coverage for the protection of the City by name.

A duplicate original of each policy shall be furnished showing specifically the coverage and limits, together with the underwriter thereof, for approval by the City regardless of such approval by the City, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and his failure to do so shall not relieve him of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain the insurances in full effect will be considered performance and will be treated as such by the City. Satisfactory certificates of insurance filed with the Director shall state that a mandatory ten (10) calendar day written notice will be given to the City and to the surety before any policy covered thereby is changed or canceled.

- B. Workmen's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under Workmen's Compensation Law. The Contractor shall also be protected against claim for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law.

The liability limits shall not be less than the following:

Workman's Compensation - Statutory Amount
Employer's Liability - Statutory Amount

- C. Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operations of all motor vehicles, whether they are owned or non-owned.

The liability limit shall not be less than the following:

Bodily Injury - \$1,000,000 each person
Bodily Injury - \$2,000,000 each occurrence
Property Damage - \$2,000,000 each occurrence

- D. General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the Contractor and, in addition, this policy shall specifically provide Contractors Protective Liability Insurance, and Contractual Liability Insurance covering the obligations stipulated below. The Contractor shall provide and maintain insurance to protect the City against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be by the Contractor or any of his subcontractors or by anyone directly or indirectly employed by the Contractor and his subcontractors. The general liability limits for this contract shall be not less than those of a combined single limit policy of \$2,000,000 and general aggregate of \$5,000,000.
- E. Additional Insured: The City of Fond du Lac and its officers and employees shall be named as additional insured under the liability insurance required by this contract.

9. CONTRACTOR TO INDEMNIFY CITY

The Contractor shall expressly bind himself to indemnify and save harmless the City and all its representatives, agents and employee from all suits or actions of every kind and description when such suits or actions arise from acts, omissions, or the negligence of the Contractor, his servants, or his agents, including sub-Contractors. The Contractor shall, likewise, bind himself to indemnify and save harmless the City and all its representatives, agents, and employees for or on account of any injury or damages received or sustained by the Contractor, his servants, or his agents, including subcontractors; or on account of any claim or amount recovered for royalty or infringement of patent, trademark, copyright, or on account of any claim or amount recovered under the Workmen's Compensation Law.

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

10. PAYMENT FOR LABOR AND MATERIALS

The Contractor specifically agrees to pay all claims for labor performed for this work at rates at least equal to the minimum wage rate, and for materials furnished, used or consumed in completing this contract.

11. CONTRACT FEES

The price paid by the City to the Contractor for the services discussed herein shall be on a per ton basis for the waste deposited. Invoices shall be submitted on a monthly basis by the Contractor and payment will be made by the City within thirty (30) days after receipt of the billing. The City reserves the right to pay by credit card without additional fees being added.

Separate unit prices are requested on the Proposal Form for tires and construction debris.

An annual review of the per ton charge will be conducted by the parties involved. Annual adjustment will be made to the per ton charge each January, based on the "Consumer Price Index" for the North Central Region for the previous year published in American City and County magazine. The per ton charge shall increase at a percentage equal to the previous year's Consumer Price Index, but no more than 5%, each year.

12. CONTRACTOR'S KNOWLEDGE

The Contractor warrants:

- A. Full knowledge of this contract and all attachments, if any.
- B. Possession or acquisition of necessary equipment, technical ability, personnel and facilities for performing the work in accordance with this contract and State and Federal regulations.
- C. That the disposal operations will be conducted in compliance with all applicable laws, ordinance, rules and regulations of agencies having jurisdiction.

13. GOVERNMENT REGULATIONS

It is understood and agreed that the operation of solid waste disposal by the Contractor must be in accordance with all provisions of this contract, the solid waste management and recycling standards of the Wisconsin Department of Natural Resources and regulations promulgated by the United States Environmental Protection Agency or its successors. In the event that changes in the above referenced rules and regulations require a material change in scope or method of the Contractor's operating procedures, Contractor, upon presentation of satisfactory evidence to the City shall be awarded an increase per ton price commensurate with demonstrated increases in the costs incurred by the contractor in order to comply with said changes.

14. NOTICES

Whenever any notice is given under the provisions of this contract by the *City* to the Contractor, such notices shall be made by delivery to the Contractor's site supervisor disposal site or by mailing the notice, postage prepaid to the Contractor's office.

Whenever any notice is given under the provisions of this contract by the Contractor to the City, the notice may be made by delivery to the Director of Public Works at the Fond du Lac City/County Government Center, Fond du Lac Wisconsin or by mailing, postage prepaid to: Director of Public Works, P O Box 150, Fond du Lac, WI 54936- 0150.

15. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract or any part thereof, nor sublet the contract or any part thereof, except the development of the site and building construction or renovation, without the prior written consent of the City. Further, the Contractor shall not assign any monies due or to become due under this contract except upon written consent of the City.

16. ACCEPTANCE OF WASTE

The Contractor must receive, all acceptable solid waste materials brought in by Municipal vehicles. The Contractor may also accept, acceptable solid waste brought in by private haulers, individuals and industries to the extent that the disposal facility can handle the additional solid waste without interfering with the Contractor's performance under this contract. The Contractor's first responsibility shall be to receive and transfer those wastes resulting from the City of Fond du Lac.

17. DEFAULT BY CONTRACTOR

The Contractor, by contracting for the services to be provided herein, having been chosen by the City based on its representations that it can perform the required services to the high degree requested by the City and based on the City's assessment that the Contractor is capable of and desires to develop and operate a solid waste facility in accordance with the exceptions of the City, hereby agrees to develop and operate the facility in accordance with all the applicable rules and regulations of the DNR, EPA and the City. Because of its concern over public health and safety, the City reserves the power to declare the

Contractor in default at any time when the City determines that the term of this contract and/or its supporting documents have been violated by the Contractor. Such defaults shall include, but are not limited to, the suitable capacity to handle the volumes of waste anticipated to be generated in the City, Contractor's failure to employ sufficient staff to adequately process the amount of waste generated and accepted, the Contractor's failure to accept waste, etc. or Contractor's failure to obtain a proper DNR licensed disposal site.

18. CITY'S REMEDIES UPON DEFAULT

Other default by Contractor - In the case of violation of any part of this contract and/or its supporting documents by the Contractor, or in the case of failure by the Contractor to perform any of its obligations under this contract, its supporting documents, or in the case of violation by the contractor of any of the rules or regulations of the DNR and/or EPA, or in the case of the failure by the Contractor to dispose of the solid waste as herein provided for a period of twenty-four (24) hours or more consecutive working days, the City may, at its sole discretion, serve written warning to the Contractor of such violation by the Contractor.

Unless all violations noted by the City have ceased and terminated, and all work made good in full compliance with the terms of this contract and its related documents, and all violations under this contract been cured within one calendar day following such written notice to the Contractor, the City shall have the following remedies in addition to any and other legal remedies.

The City may retain a portion or the payments due to or to become due to the Contractor based on a rate of \$500/day, beginning with the first day of the violation, for each day said violation has not been remedied by the Contractor and all work made good in accordance with this contract. If the violation(s) by the Contractor remains uncorrected after three (3) working days from and including the day of discovery, the City may declare the entire contract to be terminated and may obtain another contract for solid waste disposal or may haul the waste to a suitable landfill site. In such event, the Contractor and its surety shall be liable for any increased costs required to be paid by the City for the transfer, hauling or other solution for the remainder of the contract, above the costs which would have been incurred but for the termination of the contract, including reasonable attorney fees required to terminate the contract, negotiate a new contract with Contractor's breach of this contractor applicable rules and regulations, and any and all other miscellaneous costs incurred by the City as a result of the Contractor's breach of this contractor applicable rules and regulations.

19. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions herein be taken or held to be waiver of any succeeding breach of such provision as a waiver of any provisions itself

20. CONTRACTS BINDING ON SUCCESSORS

All of the covenants, provisions, terms, agreements and conditions of this contract shall inure to the benefit or and be binding upon the heirs, executors, administrators, representatives, successors and assigns of the respective parties hereto as fully as upon said parties. All previous amendments to the contract have been incorporated into this revised contract.

21. CITY'S RIGHT TO INSPECT OPERATIONS

It shall be the responsibility of the Contractor to operate the facility in as healthful and orderly manner as possible. The Contractor shall, at all times keep the site completely free of loose refuse. The City shall have the right to inspect the disposal site and operation at any time, to insure the disposal site is being maintained and operated as agreed to in this contract.

22. ILLEGAL PROVISIONS

If any provision of this contract should be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

ALTERNATE PRICE ITEM: Curbside Collection of Solid Waste

Included in this proposal is the request for an alternate price for curbside collection and disposal of residential solid waste. The basis for such pricing shall be weekly collection of waste from residential property units of 4 units or less. Collections shall be made weekly, based on a route system. Copies of the current route maps are included with these documents. Pick counts are available per route and will be provided upon request.

The number of residential households for which the Contractor will be paid each year will be based on the City Assessor's records as of January 1 of the year or by mutual agreement of the two parties. There are 14,347 household units of 4 or less as of January 1, 2015.

Solid waste collection services in Fond du Lac are currently provided by the Department of Public Works utilizing an automated truck and cart system. Carts are owned by the homeowner, and have been in service for 10 years. The City has a sufficient inventory of new and replacement carts that it will continue to administer. Cart placement is along both sides of the street with collection following the direction of street traffic flow.

In preparing this price item, work included shall be for the collection, transport and disposal of solid waste.

The City will utilize this alternate price proposal in evaluating the current level of service provided by the Department of Public Works. Final decision to select this alternative shall be the decision of the Fond du Lac City Manager.

PROPOSAL

City of Fond du Lac Administrative Offices
City/County Government Center

P.O. Box 150/160 South Macy Street
Fond du Lac, WI 54935

The undersigned, having examined the specifications, contract documents, site of the work does hereby submit the following proposal to furnish all equipment, and to do and perform all of the work for the completion of the designated project, all in accordance with the Applicable Specifications.

The undersigned bidder, if awarded the Contract, agrees to begin work on January 4, 2016.

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract, and Applicable Specifications for the **Base Fee** of:

5 Year Proposal for Solid Waste Disposal Only

\$ _____ per ton of waste deposited at _____.
(Facility Location)

Alternate Price for Collection and Disposal

Collection and disposal of municipal solid waste (weekly) from residential units of four (4) units or less: \$ _____ per household per month (based upon 14,347 units)

Separate unit prices are also requested for tires and construction debris:

<u>Item</u>	<u>Unit Price</u>
Per car tire	\$ _____
Per truck tire	\$ _____
Per tractor tire	\$ _____
Per ton of construction and demolition debris	\$ _____

Proposal Submitted By:

OF _____

Sole Trader, or Co-Partner or Corporation

Date: _____

By _____

(Bidder must sign on this line)

Title _____

If a Corporation, answer the following:

Incorporated under the laws of what state?

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)
) SS
CITY OF FOND DU LAC)

Pursuant to Section 66.29(7), Wisconsin Statutes, _____

(Name of person signing this affidavit)

being duly sworn, deposes and says that he/she is the duly authorized representative of

bidder for doing work or labor or the material furnishing of under the proposal of which this
affidavit is a part, and

That the bidder has examined and carefully prepared his/her bid form, the plans and
specifications, and has checked the same in detail before submitting said proposal or bid to the
City of Fond du Lac.

(Signed by bidder or hisr authorized representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FOND DU LAC CONTRACT FOR
MUNICIPAL SOLID WASTE DISPOSAL

THIS AGREEMENT made and entered into this _____ day of _____, 20__ by and between _____ party of the first part, hereinafter called the “CONTRACTOR” and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the “OWNER”.

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall, for the consideration herein set forth, covenants, promises and agrees that it will provide a suitable site; building; utility services; all equipment, compaction or otherwise; manpower; and disposal site, necessary for the operations of the **Solid Waste Disposal Facility** in accordance with all of the terms and conditions of this contractor and bid specifications. This agreement shall remain in effect through Dec. 31st, 2020.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions:

Base Price

5 Year Proposal for Solid Waste Disposal Only

\$ _____ per ton of waste deposited at _____.

Alternate Price for Collection and Disposal

Collection and disposal of municipal solid waste (weekly) from residential units of four (4) units

or less: \$ _____ per household per month (based upon 14,347 units)

Separate unit prices are also requested for tires and construction debris:

<u>Item</u>	<u>Unit Price</u>
Per car tire	\$
Per truck tire	\$
Per tractor tire	\$
Per ton of construction and demolition debris	\$

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract.

The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

- | | |
|---------------------------|----------------------------|
| 1. Advertisement for Bids | 5. Performance Bond |
| 2. Specifications | 6. Affidavit of Bidder |
| 3. Contractor's Proposal | 7. Disclosure of Ownership |
| 4. This Instrument | |

The Contractor agrees to commence work under this Contract on January 4, 2016 and shall prosecute the work vigorously and continuously during the life of this Contract.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

In Presence Of:	_____
	FIRM NAME
_____	_____
	PRESIDENT OR CO-PARTNER
_____	_____
	SECRETARY OR PARTNER

	SOLE TRADER

In Presence Of:	CITY OF FOND DU LAC, WISCONSIN
_____	_____
	CITY MANAGER
_____	_____
	CITY CLERK

Provisions have been made to pay the liability that will accrue under this contract.

_____	Date: _____
DIRECTOR OF ADMINISTRATION	

Approved as to form:	
_____	Date: _____
CITY ATTORNEY	

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal, and _____, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto **The City of Fond du Lac** hereinafter called the “owner”, in the penal sums of:

Base Price

5 Year Proposal for Solid Waste Disposal Only

\$ _____ per ton of waste deposited at _____.

Alternate Price for Collection and Disposal

Collection and disposal of municipal solid waste (weekly) from residential units of four (4) units

or less: \$ _____ per household per month (based upon 14,347 units)

Separate unit prices are also requested for tires and construction debris:

<u>Item</u>	<u>Unit Price</u>
Per car tire	\$
Per truck tire	\$
Per tractor tire	\$
Per ton of construction and demolition debris	\$

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated _____, 20_____ for **Municipal Solid Waste Disposal**.

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure of default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does

hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in _____ original counterparts, under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of:

(Address)

(Address)

(Corporate Principal)

ATTEST: _____
(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST: _____
(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20 _____

City Manager

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

If you have any questions call (608) 266-0028