



**ADDENDUM TO THE AGREEMENT FOR
RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES**

WHEREAS, the contract between the City of Waukesha, Wisconsin (hereinafter called “City”) and Advanced Disposal Services Solid Waste Midwest, LLC (hereinafter called “Contractor”) may be amended upon mutual written agreement of the parties;

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to amend this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City; and

NOW, THEREFORE, the City and Contractor agree that said Contract is hereby amended as follows:

ADDENDUM II

Commercial Container Services

LOCATION	ADDRESS	TYPE	SIZE/TYPE	FREQUENCY	YEAR 1 (2017) MONTHLY COST
LIBRARY	321 WISCONSIN	RECYCLE	2 YD	1 X WEEK	\$ 31
BADGER DR TRANSIT	2311 BADGER DR	RECYCLE	8 YD	1 X WEEK	\$ 41
METRO TRANSIT CENTER	212 E ST PAUL	TRASH	2 YD (PUSH OUT)	1 X WEEK	\$ 66
BADGER DR TRANSIT	2311 BADGER DR	TRASH	4 YD	1 X WEEK	\$ 58
CITY HALL	201 DELAFIELD RD	TRASH	4 YD	1 X WEEK	\$ 58
PARK AND REC	1900 AVIATION DR	TRASH	4 YD	1 X WEEK	\$ 58
HOREB POOL	330 SPRING ST	TRASH	6 YD	1 X WEEK (SEASONAL)	\$ 72
CLEAN WATER PLANT	600 SENTRY	TRASH	6 YD	1 X WEEK	\$ 72
POLICE DEPARTMENT	1901 DELAFIELD RD	TRASH	8 YD	2 X WEEK	\$ 134
LIBRARY	321 WISCONSIN	TRASH	8 YD	2 X WEEK	\$ 134

SERVICES RENDERED. City grants to Contractor the exclusive right to collect and dispose of all of City’s solid waste materials, including any recyclable materials and Contractor agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. The services and locations may be changed during the term of the contract including additions and deletions. Any new site or service will be charged at the then current rate, or for services not listed, at a rate to be determined based on the then current rate.

ENCLOSURES. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor which shall be provided to City upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure.



EQUIPMENT. The word "equipment" as used shall mean all containers, compactors and other equipment used for storage of waste material utilized in the performance of this Agreement. City acknowledges that it has the care, custody and control of any equipment furnished to City while it is at City's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and safekeeping of such equipment. City shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. All enclosures must meet the standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor which shall be provided to City upon request. City shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Contractor, nor shall City use the equipment for incineration purposes. City shall maintain the Equipment and surrounding area in a clean and safe condition and shall secure the Equipment at all times to prevent unauthorized access to or dumping or looting. City shall have no authority to subject the equipment to any lien or encumbrance. City shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated recyclables. If Contractor is assessed an overweight fine Contractor shall invoice City, and City shall pay any expenses or fees relating thereto.

NON-HAZARDOUS WASTE ONLY. City represents and warrants that all solid waste and material delivered to Contractor hereunder will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, or toxic waste as defined by any applicable federal, state, or local agencies or laws or regulations, or (ii) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment. Contractor shall not be required to accept such unacceptable materials, and reserves the right to suspend the services to be provided by Contractor as contemplated hereunder, in the event City deposits or places for collection such unacceptable waste or materials. City shall remove waste or materials that City has deposited in Contractor's equipment which are subsequently determined or suspected by Contractor to be unacceptable pursuant to this Agreement. If such waste or materials are not removed by City immediately upon receipt by City of notice that such waste or materials are unacceptable, Contractor shall arrange for lawful disposal of such waste or materials at the sole cost and expense of City. City shall indemnify, defend and hold Contractor, and its officers, directors, members, affiliates, parents, subsidiaries, employees, agents and representatives ("Contractor Parties") harmless for any costs or damages resulting from placing or depositing such unacceptable materials in or around Contractor's equipment and shall pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable materials. All title and liability to such unacceptable materials shall at all times remain with City, regardless of whether the unacceptable materials are loaded or unloaded. City shall at its expense provide any requested chemical characterization of the waste and shall give Contractor prior notice of any changes in the waste characteristics, consistency or the waste generation process. City shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

ACCESS. On collection day, Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked in any way so as to prohibit collection, City will be notified and one additional attempt for collection shall be made by Contractor. Any additional collection attempt will be classified as an "extra pick-up" and Contractor shall have the right to charge City for the additional pick-up due to City's failure to provide clear access to the equipment and City agrees to pay such charge. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Contractor did not have or was denied access to the equipment or City's premises.

DRIVEWAYS AND PARKING AREAS. City represents and warrants that any right-of-way provided by City from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required for the performance of this Agreement. Contractor shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Contractor's performance of this Agreement. All other terms and conditions of the Agreement shall remain.



IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this

_____ day of _____, 20____.

CITY OF WAUKESHA, WISCONSIN

Fred Abadi, Director of Public Works

Attest:

Name, Title_____

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

By: _____

Name:_____

Title:_____