



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, December 20, 2016

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: November 15, 2016

New Business:

1. PW 2016-78 Snow Operations Report
2. PW 2016-79 Water Department Reports for January – September 2016
3. PW 2016-80 Route 47 ITEP (Streetlights) – Authorizations No. 2, 3, and 4
4. PW 2016-81 2017 Sanitary Sewer Lining Engineering Agreement
5. PW 2016-82 West Washington Street Water Main Replacement Engineering Agreement
6. PW 2016-83 Hamman – USPS Water Main Acceptance
7. PW 2016-84 Well No. 3 Update and Recommendations
8. PW 2016-85 Solid Waste Collection Services RFP
9. PW 2016-86 Street Sign Sale Close-out
10. PW 2016-87 Detention Basin – Update

Old Business:

1. CC 2016-47 Intergovernmental Agreement for the Sharing of Services
2. PW 2014-74 Railroad Quiet Zones
3. PW 2016-21 Leopardo Energy Update

Additional Business:

2016/2017 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs and Planning”	3	Bart Olson & Eric Dhuse
“Capital Improvement Plan”	4	Bart Olson & Eric Dhuse
“Vehicle Replacement”	5	Bart Olson & Eric Dhuse
“Sidewalks and Trails Funding and Planning”	15	Bart Olson, Eric Dhuse, Brad Sanderson & Rob Fredrickson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, December 20, 2016
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. November 15, 2016

- ☐ Approved _____
☐ As presented
☐ With corrections

NEW BUSINESS:

1. PW 2016-78 Snow Operations Report

- ☐ Moved forward to CC _____ consent agenda? Y N
☐ Approved by Committee _____
☐ Bring back to Committee _____
☐ Informational Item
☐ Notes _____
-
-

2. PW 2016-79 Water Department Reports for January – September 2016

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-80 Route 47 ITEP (Streetlights) – Authorizations No. 2, 3, and 4

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2016-81 2017 Sanitary Sewer Lining Engineering Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2016-82 West Washington Street Water Main Replacement Engineering Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2016-83 Hamman – USPS Water Main Acceptance

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2016-84 Well No. 3 Update and Recommendations

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2016-85 Solid Waste Collection Services RFP

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2016-86 Street Sign Sale Close-out

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2016-87 Detention Basin – Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. CC 2016-47 Intergovernmental Agreement for the Sharing of Services

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

2. PW 2014-74 Railroad Quiet Zones

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-21 Leopardo Energy Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – November 15, 2016

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, November 15, 2016, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Chris Funkhouser
Alderman Jackie Milschewski

Alderman Ken Koch
Alderman Larry Kot

Other City Officials

Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Chris Funkhouser.

Citizen Comments: None

Previous Meeting Minutes: October 18, 2016

The minutes were approved as presented.

New Business:

1. PW 2016-74 Meeting Schedule for 2017

There was no discussion and the committee was OK with the schedule.

2. PW 2016-75 2017 Road to Better Roads Program

Mr. Sanderson said there is a recommended plan for the next FY along with a 5-year plan and they are seeking approval. Mr. Kot asked if State St. by Hydraulic and Van Emmon is scheduled for next year since residents had been told it would be repaved. It is currently on the alternative list and Mr. Dhuse explained some parking lots are in very bad shape. Mr. Koch asked about Walsh Drive to Greenbriar and said that it's worn down to the gravel in some areas. Mr. Sanderson said there is some flexibility with the program which is based on an analysis done in 2012. City staff will monitor the streets this winter rather than having a new study which would cost about \$100,000. Mr. Dhuse added that this year's program was a catch-up list.

Alderman Milschewski inquired about the rating system to determine the repaving schedule and an explanation was given. There is approximately \$700,000 of roadwork to be done next year (not

including the parking lots).

The alley between State and Main was discussed and it will be staked and the matter revisited. Kennedy Road was also discussed.

Mr. Sanderson asked for approval of the recommended list and engineering agreements so EEI can move forward. It is hoped to obtain IDOT approval and let bids in February to take advantage of some favorable prices. Chairman Funkhouser asked the committee to approve the 2017 program, the alternatives and the 5-year plan and forward it to the Council on the consent agenda.

3. PW 2016-76 Professional Services Agreement for 2017 Road to Better Roads Program

This is the standard agreement to prepare the documents for bid-letting using MFT and local funds, IDOT approval and for construction engineering. This moves forward to the November 22nd consent agenda.

4. PW 2016-77 Mill Street LAFO – Authorization No. 2

This is the second authorization for LAFO and the balancing change order is a decrease of \$29,769.48. The total decrease is \$34,269.48. Ms. Milschewski said there were many compliments on the job. This moves to the November 22nd consent agenda.

Old Business: None

Additional Business:

Alderman Kot noted a shoulder drop-off near Autumn Creek and asked for gravel fill. He also asked about electrical boxes near Kennedy and McHugh which are half open. It was determined they are phone boxes and pose no danger.

Lights with higher wattages are still needed on both ends of Windett according to Alderman Koch and Mr. Dhuse will address this matter.

The new street lights in the City have received favorable comments and installation is nearly complete. Alderman Milschewski noted there is only one at the north end of the park. Placement was made there to not block the eternal flame.

Mr. Kot requested more crossing signage on Rt. 47 near Hydraulic for safety reasons. Mr. Dhuse replied that he does not want to encourage crossing at that point, but will make it as safe as possible. He said 2 near accidents have occurred near pedestrian signs when driver views are obstructed due to multiple traffic lanes.

Chairman Funkhouser requested an update on the street sale sign. Over \$400 has been generated through sales and remaining signs will be sold at another time.

There was no further business and the meeting was adjourned at 6:34pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #1

Tracking Number

PW 2016-78

Agenda Item Summary Memo

Title: Snow Operations Update

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Breakdown of snow removal operations for the month of December.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: None

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:

Informational item only.



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: December 14, 2016
Subject: Monthly snow report

Summary

Monthly report of manpower, resources and time spent snow plowing and salting

Background

12/4/16 - started at approximately 12:30 pm and ended at approximately 8:45pm. 7 large dump trucks and 2 small dump trucks were used to remove snow and salt. This is one large dump truck short of a full crew. 9 employees earned 74.25 hours of overtime and our foreman worked 9 hours as well. Approximately 100 tons of salt were used along with 3000 gallons of brine to complete the operation.

12/11/16 – started at approximately 5:00am and ended at approximately 12:00pm. 7 large dump trucks and 2 small dump trucks were used to remove snow and spread salt. This is one large dump truck short of a full crew. 9 employees earned 63 hours of overtime and our foreman worked 8 hours as well. Approximately 100 tons of salt were used along with 3000 gallons of brine

12/12/16 – started at 3:00 am and finished approximately 3:30 pm. 6 large dump trucks were used, including one that the plow only angled right for the entire removal operation. At 7:00am, we added all additional employees to plow, shovel walks and salt. 9 employees earned 36 hours of overtime before starting their normal 8 hour work day. Our foreman also worked an extra 4 hours ahead of schedule. with the entire crew on at 7:00, we have an additional approximately 160 hours of snow removal time. The salt usage was approximately 75-100 tons and 1500 gallons of brine due to the fact that some streets did not need salt.

We had one truck in the shop with starting issues, and one that had an electrical problem. We also had one of the small dump trucks break a drive chain for the spreader, so it was out of commission for a few hours as well. During this time, we also had a water main break on Appletree Ct. that took away 4 crew members for approximately 4 hours.

In hindsight, we should have been back out on Sunday night instead of waiting until early Monday morning. Temperatures were warm enough to let traffic pack down the snow and turn it to a sheet of ice. If we would have been right on it, we would not have any lingering slick spots at this time. We will be right on it next time instead of trying to conserve manpower and resources.

12/13/16 – started at 7:00 am and finished at approximately 3:30 pm. 8 large dump trucks and 2 small dump trucks were used to scrape slick spots and spread salt. Brine and salt usage were

approximately cut in half to 50 tons and 1500 gallons since we were spot salting. This has improved our road conditions tremendously and we will continue this operation on 12/14/16 as well.

At this time, we have approximately 150-200 tons of salt on hand, and another 460 tons on order. With the 460 ton order, we are at our minimum order for the year through the state bid. We can take an additional 480 tons at our bid price for a total of 1440 tons. We also have 1000 tons of salt in storage at the Kendall County Highway Department building. With the brine making machine, we have almost unlimited brine making capabilities as well.

Recommendation

With snow forecast for Friday night into Saturday morning, we are also preparing for our next operation. We are going to pre-wet the streets with brine to try and create a thin layer of salt that will not allow the snow to stick to the pavement, making it easier for us to plow off the streets. I will give a verbal report at the meeting as to how it worked out for us.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #2

Tracking Number

PW 2016-79

Agenda Item Summary Memo

Title: Water Department Reports for January – September 2016

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tom Konen Public Works
Name Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

JANUARY 2016

MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	212,000
4	1401	665	191	17,968,000
7	1527	1105	430	6,592,000
8	1384	840	170	000
9	1368	870	498	17,204,000
TOTAL				39,766,000

CURRENT MONTH'S PUMPAGE IS 128,000 GALLONS less **THAN** LAST MONTH

926,000 GALLONS more **THAN** LAST YEAR

DAILY AVERAGE PUMPED: 1,282,774 GALLONS

DAILY MAXIMUM PUMPED: 1,402,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 71.26 GALLONS

WATER TREATMENT:

CHLORINE: 1156 LBS. FED

CALCULATED CONCENTRATION: .30 MG/L

FLUORIDE: 225 LBS. FED

CALCULATED CONCENTRATION: .86 MG/L

POLYPHOSPHATE: 884 LBS. FED

CALCULATED CONCENTRATION: 1.00 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 8
MXU'S: 6

NUMBER OF LEAKS OR BREAKS REPAIRED: 5
BATTERIES REPLACED: 14

NEW CUSTOMERS:

RESIDENTIAL: 8 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

5 water main breaks lost about 609,000 gallons



United City of Yorkville

WATER DEPARTMENT REPORT

FEBRUARY 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	93,000
4	1401	665	191	17,694,000
7	1527	1105	430	5,923,000
8	1384	840	170	000
9	1368	870	463	16,771,000
TOTAL				36,627,000

CURRENT MONTH'S PUMPAGE IS 3,139,000 GALLONS less THAN LAST MONTH
670,000 GALLONS less THAN LAST YEAR

DAILY AVERAGE PUMPED: 1,263,000 GALLONS

DAILY MAXIMUM PUMPED: 1,632,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 70.16 GALLONS

WATER TREATMENT:

CHLORINE: 1038 LBS. FED CALCULATED CONCENTRATION: .30 MG/L
FLUORIDE: 132 LBS. FED CALCULATED CONCENTRATION: .86 MG/L
POLYPHOSPHATE: 877 LBS. FED CALCULATED CONCENTRATION: 1.00 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.86 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 1 NUMBER OF LEAKS OR BREAKS REPAIRED: 0
MXU'S: 10 BATTERIES REPLACED: 22

NEW CUSTOMERS:

RESIDENTIAL: 3 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

MARCH 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	1,443,000
4	1401	665	191	17,127,000
7	1527	1105	430	7,094,000
8	1384	840	170	8,607,000
9	1368	870	463	8,780,000
TOTAL				39,225,000

CURRENT MONTH'S PUMPAGE IS 2,598,000 GALLONS more **THAN LAST MONTH**
824,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,265,322 GALLONS

DAILY MAXIMUM PUMPED: 1,772,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 70.29 GALLONS

WATER TREATMENT:

CHLORINE: 1,161 LBS. FED CALCULATED CONCENTRATION: 2.00 MG/L
FLUORIDE: 81 LBS. FED CALCULATED CONCENTRATION: 0.86 MG/L
POLYPHOSPHATE: 967 LBS. FED CALCULATED CONCENTRATION: 1.00 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 11 NUMBER OF LEAKS OR BREAKS REPAIRED: 0
MXU'S: 16 BATTERIES REPLACED: 32

NEW CUSTOMERS:

RESIDENTIAL: 5 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

APRIL 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	000
4	1401	665	191	19,078,000
7	1527	1105	430	7,257,000
8	1384	840	170	8,815,000
9	1368	870	463	9,951,000
TOTAL				41,167,000

CURRENT MONTH'S PUMPAGE IS 1,942,000 GALLONS more **THAN LAST MONTH**

3,348,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,372,233 GALLONS

DAILY MAXIMUM PUMPED: 1,999,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.23 GALLONS

WATER TREATMENT:

CHLORINE: 870 LBS. FED

CALCULATED CONCENTRATION: 2.00 MG/L

FLUORIDE: 81 LBS. FED

CALCULATED CONCENTRATION: 0.86 MG/L

POLYPHOSPHATE: 996 LBS. FED

CALCULATED CONCENTRATION: 1.00 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY

0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 0.86 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 6

NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 9

BATTERIES REPLACED: 4

NEW CUSTOMERS:

RESIDENTIAL: 2

COMMERCIAL: 0

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

MAY 2015
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	1,259,000
4	1401	665	204	19,740,000
7	1527	1105	430	8,386,000
8	1384	840	170	9,432,000
9	1368	870	463	14,957,000
TOTAL				49,100,000

CURRENT MONTH'S PUMPAGE IS 7,933,000 GALLONS more **THAN LAST MONTH**

4,938,000 GALLONS less **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,583,870 GALLONS

DAILY MAXIMUM PUMPED: 2,104,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 87.99 GALLONS

WATER TREATMENT:

CHLORINE: 1,353 LBS. FED

CALCULATED CONCENTRATION: 1.00 MG/L

FLUORIDE: 135 LBS. FED

CALCULATED CONCENTRATION: .86 MG/L

POLYPHOSPHATE: 1,262 LBS. FED

CALCULATED CONCENTRATION: 1.00 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

23 SATISFACTORY

0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 6
MXU'S: 4

NUMBER OF LEAKS OR BREAKS REPAIRED: 1
BATTERIES REPLACED: 0

NEW CUSTOMERS:

RESIDENTIAL: 12

COMMERCIAL: 1

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Broken 12 inch clamp on RT. 47, lost 200,000 gallons.



United City of Yorkville

WATER DEPARTMENT REPORT

JUNE 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	3,621,000
4	1401	665	204	16,351,000
7	1527	1105	430	9,122,000
8	1384	840	170	12,413,000
9	1368	870	463	17,017,000
TOTAL TREATED				53,526,000

CURRENT MONTH'S PUMPAGE IS 4,426,000 GALLONS more **THAN LAST MONTH**
8,512,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,784,200 GALLONS

DAILY MAXIMUM PUMPED: 2,511,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 99.12 GALLONS

WATER TREATMENT:

CHLORINE: 1,466 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L
FLUORIDE: 268 LBS. FED CALCULATED CONCENTRATION: .25 MG/L
POLYPHOSPHATE: 1,611 LBS. FED CALCULATED CONCENTRATION: 1.0 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 4 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 3 BATTERIES REPLACED: 4

NEW CUSTOMERS:

RESIDENTIAL: 5 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Repaired broken clamp on Deer Street lost 10,000 gallons



United City of Yorkville WATER DEPARTMENT REPORT

JULY 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	000
4	1401	665	204	9,914,000
7	1527	1105	430	9,123,000
8	1384	840	170	19,155,000
9	1368	870	463	21,501,000
TOTAL TREATED				54,678,000

CURRENT MONTH'S PUMPAGE IS 1,152,000 GALLONS more **THAN LAST MONTH**

5,581,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,763,806 GALLONS

DAILY MAXIMUM PUMPED: 2,300,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 97.98 GALLONS

WATER TREATMENT:

CHLORINE: 1503 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 253 LBS. FED CALCULATED CONCENTRATION: .74 MG/L

POLYPHOSPHATE: 1061 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

28 SATISFACTORY

0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 7
MXU'S: 10

NUMBER OF LEAKS OR BREAKS REPAIRED: 1
BATTERIES: 7

NEW CUSTOMERS:

RESIDENTIAL: 18 COMMERCIAL: 1 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main break at West Kendall, and Countryside Parkway. Lost about 270,000.



United City of Yorkville

WATER DEPARTMENT REPORT

AUGUST 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	387,000
4	1401	665	204	1,006,000
7	1527	1105	430	8,508,000
8	1384	840	170	20,457,000
9	1368	870	463	26,724,000
TOTAL TREATED				52,296,000

CURRENT MONTH'S PUMPAGE IS 3,814,000 GALLONS less THAN LAST MONTH
111,000 GALLONS more THAN LAST YEAR

DAILY AVERAGE PUMPED: 1,686,967 GALLONS

DAILY MAXIMUM PUMPED: 2,122,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 93.72 GALLONS

WATER TREATMENT:

CHLORINE: 1407 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L
FLUORIDE: 360 LBS. FED CALCULATED CONCENTRATION: .74 MG/L
POLYPHOSPHATE: 1432 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
28 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 12 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 42 BATTERIES: 7

NEW CUSTOMERS:

RESIDENTIAL: 15 COMMERCIAL: 1 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

SEPTEMBER 2016

MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	172,000
4	1401	665	204	000
7	1527	1105	430	8,434,000
8	1384	840	170	19,438,000
9	1368	870	463	22,417,000
TOTAL TREATED				46,061,000

CURRENT MONTH'S PUMPAGE IS 6,235,000 GALLONS less THAN LAST MONTH

165,000 GALLONS less THAN LAST YEAR

DAILY AVERAGE PUMPED: 1,535,366 GALLONS

DAILY MAXIMUM PUMPED: 1,944,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 82.29 GALLONS

WATER TREATMENT:

CHLORINE: 1263 LBS. FED

CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 277 LBS. FED

CALCULATED CONCENTRATION: .39 MG/L

POLYPHOSPHATE: 1,197 LBS. FED

CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

28 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 1.0 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 0
MXU'S: 15

NUMBER OF LEAKS OR BREAKS REPAIRED: 0

NEW CUSTOMERS:

RESIDENTIAL: 13

COMMERCIAL: 1

INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 0



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #3

Tracking Number

PW 2016-80

Agenda Item Summary Memo

Title: Route 47 ITEP (Streetlights)

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Consideration of Authorization Nos. 2, 3 & 4

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: December 8, 2016
Subject: Route 47 ITEP (Streetlights)– Authorizations 2, 3 & 4

The purpose of this memo is to present Authorizations 2, 3 & 4 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and Thorne Electric, Inc. entered into an agreement for a contract value of \$401,463.02 for the above referenced project. Construction began on October 11, 2016 and the project is substantially complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$390,410.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Authorizations Nos. 2 (\$540.00), 3 (\$1,623.00) and 4 (\$2,625.00) in the amount of \$4,788.00?

Discussion:

Authorization No. 2 covers additional labor and equipment required to clearing duct obstructions, including:

- A fish tape was used to pull wire under IL-47 from Lighting Controller 1 to Handhole 7. The fish tape was used because the pull cord which was supposed to be installed under the IL-47 reconstruction project was not present.
- An obstruction was encountered in the existing duct from Handhole 7 to Handhole 11. Wires were installed individually, to pass the obstruction in the duct resulting in additional effort required to complete the work.

Authorization No. 3 covers material expenses incurred by the contractor, including:

- The existing anchor bolts at the foundations constructed during the IL-47 reconstruction project did not have the required hardware to attach the light poles. The contractor was required to procure the nuts, washers and lock washers in order to attach the poles.

Authorization No. 4 covers additional labor and equipment required to cleaning threads on the existing anchor bolts, including:

- The anchor bolts at the foundations constructed during the IL-47 reconstruction project were not protected when the concrete foundations were poured which caused the threads to become coated in concrete paste. The paste on the threads prevented the leveling nuts from screwing down the anchor bolts. The contractor was required to clean the threads of the anchor bolts using hand tools and a wire brush wheel.

The net change to date for authorizations is \$7,100.64 which is a 1.77% increase to the original contract value bringing a revised contract value to date of \$408,564.66. The City will be responsible for 20% of the total or \$1,420.13.

We have attached IDOT form BC-22 for Authorization Nos. 2, 3 & 4 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorizations.

Action Required:

Consideration of approval from the City Council for Authorizations 2, 3 & 4.



<input type="checkbox"/> Contract Adjustment	<input checked="" type="checkbox"/> FHWA-Exempt
<input checked="" type="checkbox"/> Change Order	<input type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 11/12/2015
County: Kendall
Section: 13-00043-00-LS
Route: FAP 326 IL-47
District: 03
Contract: 87603
Job No.: C9301215
Project No.: TE-D3(87)

Consultant's Name: Engineering Enterprises, Inc.

Contractor: Thorne Electric
Address: P.O. Box 321
Wheaton IL 60189-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
FAS ID: M3E2L01			CCS Code 0930031						
FRC00100	*	33	CLEARING DUCT OBSTRUC	DOLLAR	540,000	1.0000	A	\$540.00	\$0.00
Amount of Original Contract: \$401,463.02								Totals: \$540.00	\$0.00
Net Change To Date: \$2,852.64 Percent Change: 0.71%								Net Change: 540.00	

Project Location: IL-47 from IL RTE 126 to Somonauk Street, Yorkville

Description and Reason: Thorne had to use a fish tape to install wire from Lighting Controller 1 to Handhole 7. The existing duct did not contain a pull cord shown on the plans. Also, Thorne encountered an obstruction in the duct connecting Handhole 7 to Handhole 11.

Determination: (G4) The undersigned determine that the change is germane to the original contract as signed, because the change in design is necessary to fulfill the original intent of the contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer, Director of F&A Date

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Joe Spika

Date Engineer of Construction

Resident: Bart Olson

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 11/25/2016

FHWA Representative Date
BC22 (rev. 08/16)

Labor

Trade	Hours	ST	OT	DT	Wage	Total
Electrician		2	2		\$45.36	\$90.72
Electrician		2	2		\$45.36	\$90.72
					<u>Labor =</u>	<u>\$181.44</u>

Benefits

	Hours	H & W	Pension	Vacation	Training	Total
Electrician	\$4.00	\$20.00	\$56.24	-	\$1.80	\$78.04
					<u>Benefits =</u>	<u>\$78.04</u>

Bond, Insurance and Tax

	Rate	Labor Exp.	Total
FICA	7.65%	\$181.44	\$13.88
FUTA	6.00%	\$181.44	\$10.89
SUTA	7.60%	\$181.44	\$13.79
Insurance	12.50%	\$181.44	\$22.68
Bond	0.50%	\$181.44	\$0.91
			<u>Bond, Ins. & Tax =</u>
			<u>\$62.14</u>

Labor & Benefits =	\$259.48
markup + 35%	\$90.82
Bond, Ins & Tax =	\$62.14
<u>Total Labor Cost =</u>	<u>\$412.44</u>

Equipment

Equipment Description	Hours	Rate	Total
International 4700 T444E	2	\$45.00	\$90.00
Cart	1.5	\$25.00	\$37.50
			<u>Equip. =</u>
			<u>\$127.50</u>

Equipment =	\$127.50
markup + 0%	\$0.00
<u>Total Equipment Cost =</u>	<u>\$127.50</u>

Total Cost = \$539.94



Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input checked="" type="checkbox"/> FHWA-Exempt
<input checked="" type="checkbox"/> Change Order	<input type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 11/25/2016
County: Kendall
Section: 13-00043-00-LS
Route: FAP 326 IL-47
District: 03
Contract: 87603
Job No.: C9301215
Project No.: TE-D3(87)

Consultant's Name: Engineering Enterprises, Inc.

Contractor: Thorne Electric
Address: P.O. Box 321
Wheaton IL 60189-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
FAS ID: M3E2L01 CCS Code 0930031									
FRC00200	*	33	LIGHT POLE MOUNTING HA	DOLLAR	1,623.000	1.0000	A	\$1,623.00	\$0.00
Amount of Original Contract: \$401,463.02								Totals: \$1,623.00	\$0.00
Net Change To Date: \$7,100.64 Percent Change: 1.77%								Net Change: 1,623.00	

Project Location: IL-47 from IL RTE 126 to Somonauk Street, Yorkville

Description and Reason: Existing anchor bolts did not have the hardware required to mount light poles to the existing foundations. Thorne ordered the material required to secure the light poles

Determination: (G4) The undersigned determine that the change is germane to the original contract as signed, because the change in design is necessary to fulfill the original intent of the contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer, Director of F&A Date

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Joe Spika

Date Engineer of Construction

Resident: Eric Dhuse

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 11/25/2016

FHWA Representative Date
BC22 (rev. 08/16)

Materials

[illegible]

Material =	\$1,298.08
markup + 25%	<u>\$324.52</u>
Total Material Cost =	\$1,622.60

Total Cost = \$1,622.60



<input type="checkbox"/> Contract Adjustment	<input checked="" type="checkbox"/> FHWA-Exempt
<input checked="" type="checkbox"/> Change Order	<input type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 11/25/2016
County: Kendall
Section: 13-00043-00-LS
Route: FAP 326 IL-47
District: 03
Contract: 87603
Job No.: C9301215
Project No.: TE-D3(87)

Consultant's Name: Engineering Enterprises, Inc.

Contractor: Thorne Electric
 Address: P.O. Box 321
 Wheaton IL 60189-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
			FAS ID: M3E2L01						
			CCS Code 0930031						
FRC00300	*	33	ANCHOR BOLT THREAD CL	DOLLAR	2,625.000	1.0000	A	\$2,625.00	\$0.00
Amount of Original Contract: \$401,463.02								Totals: \$2,625.00	\$0.00
Net Change To Date: \$7,100.64 Percent Change: 1.77%								Net Change: 2,625.00	

Project Location: IL-47 from IL RTE 126 to Somonauk Street, Yorkville

Description and Reason: Anchor bolt threads were not protected when the foundations were poured. Anchor bolts needed to be cleaned and in some cases straightened to accept mounting hardware and light pole base plates.

Determination: (G4) The undersigned determine that the change is germane to the original contract as signed, because the change in design is necessary to fulfill the original intent of the contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer, Director of F&A Date

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Joe Spika

Date Engineer of Construction

Resident: Eric Dhuse

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 11/25/2016

FHWA Representative Date
BC22 (rev. 08/16)

Labor

Trade	Hours	ST	OT	DT	Wage	Total
Electrician		5.5	5.5		\$45.36	\$249.48
Electrician		14.5	14.5		\$45.36	\$657.72
					<u>Labor =</u>	<u>\$907.20</u>

Benefits

	Hours	H & W	Pension	Vacation	Training	Total
Electrician	\$20.00	\$100.00	\$281.20	-	\$9.00	\$390.20
					<u>Benefits =</u>	<u>\$390.20</u>

Bond, Insurance and Tax

	Rate	Labor Exp.	Total
FICA	7.65%	\$907.20	\$69.40
FUTA	6.00%	\$907.20	\$54.43
SUTA	7.60%	\$907.20	\$68.95
Insurance	12.50%	\$907.20	\$113.40
Bond	0.50%	\$907.20	\$4.54
<u>Bond, Ins. & Tax =</u>			<u>\$310.72</u>

Labor & Benefits =	\$1,297.40
markup + 35%	\$454.09
Bond, Ins & Tax =	\$310.72
<u>Total Labor Cost =</u>	<u>\$2,062.21</u>

Equipment

Equipment Description	Hours	Rate	Total
International	10	\$45.00	\$450.00
GMC	4.5	\$25.00	\$112.50
<u>Equip. =</u>			<u>\$562.50</u>

Equipment =	\$562.50
markup + 0%	\$0.00
<u>Total Equipment Cost =</u>	<u>\$562.50</u>

Total Cost = \$2,624.71



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #4

Tracking Number

PW 2016-81

Agenda Item Summary Memo

Title: 2017 Sanitary Sewer Lining Engineering Agreement

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ **Bart Olson** **Administration**
Name Department

Agenda Item Notes:

**2017 Sanitary Sewer Lining Program
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for sanitary sewer lining (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$7,700 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$8,929. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2016 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance :

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

*2017 Sanitary Sewer Lining Program
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** Location Map
- Exhibit 6:** 2016 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2016.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – 2017 Sanitary Sewer Lining Program" dated November 23, 2016.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – 2017 Sanitary Sewer Lining Program" dated November 23, 2016.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Seven Thousand Seven Hundred Dollars – Fixed Fee (FF) (\$7,700 FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2017 Sanitary Sewer Lining” dated November 23, 2016.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2017 Sanitary Sewer Lining” dated November 23, 2016 and are estimated at \$8,929 Hourly (HR).
 - (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. **Covenant Against Contingent Fees** - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
- (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
 - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 2017 SANITARY SEWER LINING PROGRAM
 United City of Yorkville, IL
 November 23, 2016

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM		
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	PROJECT TECHNICIAN	ADMIN.				
		HOURLY RATE:	\$185	\$180	\$141	\$129	\$163	\$150	\$117	\$163	\$117	\$78				
FINAL ENGINEERING																
2.1	Project Management and Administration		1	4	-	4	-	-	-	-	-	-	9	\$	1,421	
2.2	Project Meetings		1	1	-	-	-	-	-	-	-	-	2		365	
2.3	Bid Package, Specifications and Estimates			4		28	-	-		-	-	3	-	35	\$	4,683
2.4	Bidding and Contracting		1	2	-	4		-		-	-	-	2	9	\$	1,217
Final Engineering Subtotal:			3	11	-	36	-	-	-	-	-	3	2	55	\$	7,686
CONSTRUCTION ENGINEERING																
3.1	Contract Administration		2	6		6							14	\$	2,224	
3.2	Construction Layout and Record Drawings			1									1	\$	180	
3.3	Observation and Documentation			4		45							49	\$	6,525	
Construction Engineering Subtotal:			2	11	-	51	-	-	-	-	-	-	64	\$	8,929	
PROJECT TOTAL:			5	22	-	87	-	-	-	-	-	3	2	119		16,615

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 500
Material Testing =	\$ -
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 750

LABOR SUMMARY	
Engineering Expenses =	\$ 16,108
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 351
Administrative Expenses =	\$ 156
TOTAL LABOR EXPENSES =	\$ 16,615

TOTAL EXPENSES =	\$ 17,365
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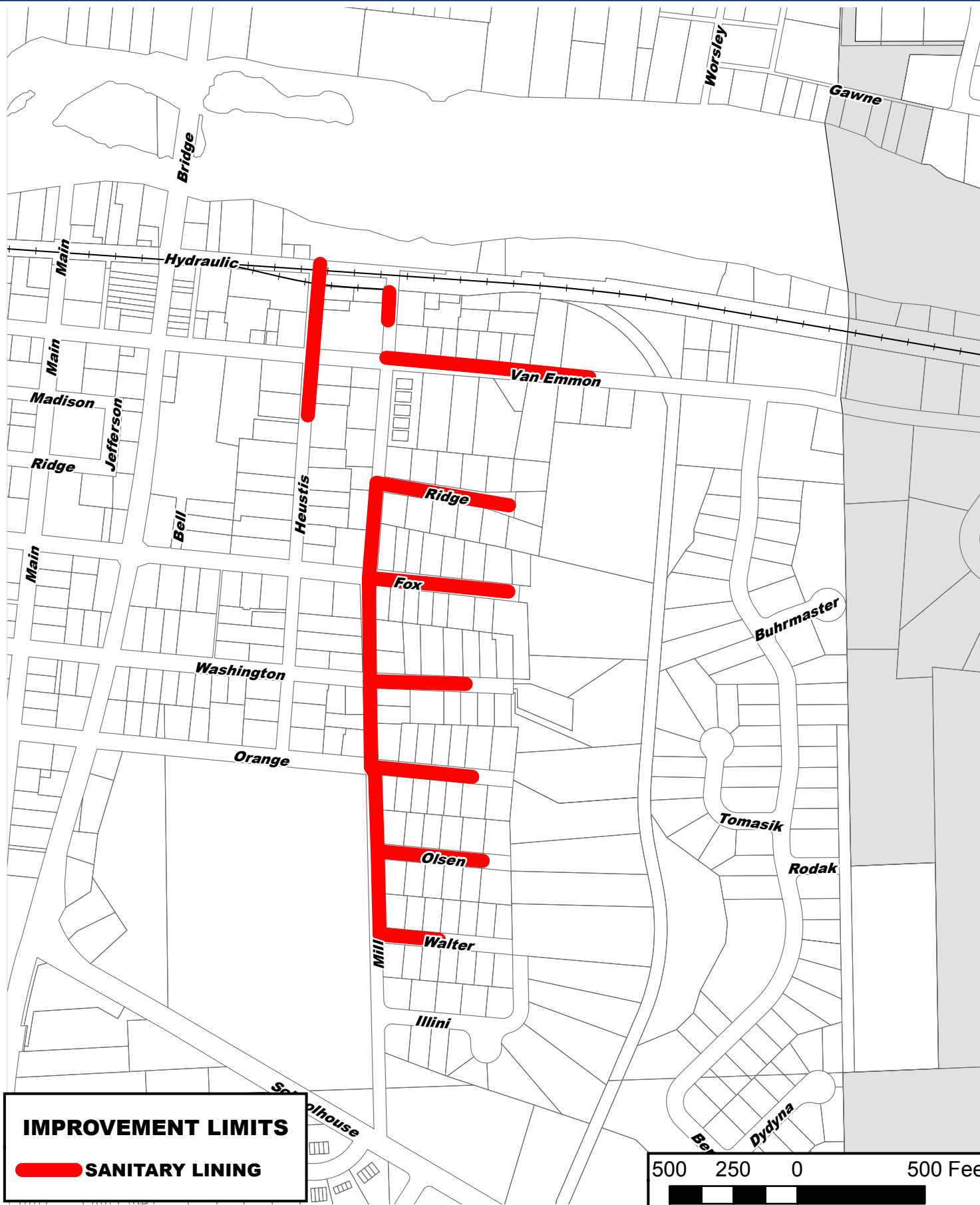
Engineering Enterprises, Inc.

EXHIBIT 4
ANTICIPATED PROJECT SCHEDULE
 2017 SANITARY SEWER LINING PROGRAM
 UNITED CITY OF YORKVILLE, IL
 November 23, 2016

WORK ITEM NO.	WORK ITEM	Year:	2016				2017																																												
		Month:	December				January				February				March				April				May				June				July				August				September												
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4									
FINAL DESIGN ENGINEERING																																																			
2.1	Project Management and Administration																																																		
2.2	Project Meetings																																																		
2.3	Bid Package, Specifications and Estimates																																																		
2.4	Bidding and Contracting																																																		
CONSTRUCTION ENGINEERING																																																			
3.1	Contract Administration																																																		
3.2	Construction Layout and Record Drawings																																																		
3.3	Observation and Documentation																																																		

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Legend	
	Project Management & QC/QA
	Meeting(s)
	Design
	Permitting
	Bidding and Contracting
	Construction



IMPROVEMENT LIMITS

SANITARY LINING

500 250 0 500 Feet



Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com

DATE: November 2016
 PROJECT NO.: YO1630
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2016\
 FILE: YO1630_Sanitary_Sewer.mxd.MXD

**EXHIBIT 5
 LOCATION MAP**





Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$153.00
2 Man Field Crew with Standard Survey Equipment	\$240.00
1 Man Field Crew with RTS or GPS *	\$190.00
2 Man Field Crew with RTS or GPS *	\$276.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)

*RTS = Robotic Total Station / GPS = Global Positioning System



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 15, 2016
Subject: 2017 Sanitary Sewer Lining Program engineering agreement

Summary

Approval of an engineering agreement with EEI for design and construction engineering of the 2017 sanitary sewer lining program.

Background

The City adopted the 2017 Road to Better Road program map at the last City Council meeting. This engineering agreement would authorize EEI to design and monitor the construction of the 2017 sanitary sewer lining program. Funding for the contract is included within the FY 17 budget. The agreement is set at \$7,700 for design engineering and estimate of \$8,299 for construction monitoring. The map of the area set to receive lining is attached, and generally occurs in the neighborhood bound by the Fox River, Route 47 and Route 126.

Recommendation

Staff recommends approval of the attached engineering agreement with EEI.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #5

Tracking Number

PW 2016-82

Agenda Item Summary Memo

Title: West Washington Street Water Main Replacement Engineering Agreement

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ **Bart Olson** _____ **Administration**
Name Department

Agenda Item Notes:

**West Washington Street Water Main Replacement
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for approximately 910 linear feet of 8-inch water main improvements on West Washington Street (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$19,600 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$19,541. Direct expenses are estimated at \$1,425. The hourly rates for this project are shown in the attached 2016 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance :

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

*West Washington Street Water Main Replacement
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** Location Map
- Exhibit 6:** 2016 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2016.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – West Washington Street Water Main Replacement" dated November 23, 2016.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – West Washington Street Water Main Replacement" dated November 23, 2016.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Nineteen Thousand Six Hundred Dollars – Fixed Fee (FF) (\$19,600 FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for West Washington Street Water Main Replacement” dated November 23, 2016.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2016. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for West Washington Street Water Main Replacement” dated November 23, 2016 and are estimated at \$19,541 Hourly (HR).
 - (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. **Covenant Against Contingent Fees** - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
 - (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
- (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
 - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
WEST WASHINGTON STREET WATER MAIN REPLACEMENT
 United City of Yorkville, IL
 November 23, 2016

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.			
		HOURLY RATE:	\$185	\$180	\$141	\$129	\$163	\$150	\$117	\$163	\$129	\$78			
FINAL ENGINEERING															
2.1	Project Management and Administration		1	4	2	-	-	-	-	-	-	-	7	\$ 1,187	
2.2	Project Meetings		-	4	4	-	-	-	-	-	-	-	8	\$ 1,284	
2.3	Topographic Survey		-	-	-	-	8	8	-	-	-	-	16	\$ 2,504	
2.4	Utility Coordination		-	1	1	2	-	-	-	-	-	-	4	\$ 579	
2.5	Final Plans, Specifications and Estimates		1	8	22	14	-	-	-	6	34	-	85	\$ 11,897	
2.6	Permitting		-	-	2	-	-	-	-	-	-	-	2	\$ 282	
2.7	Bidding and Contracting		-	2	8	-	-	-	-	-	-	5	15	\$ 1,878	
Final Engineering Subtotal:			2	19	39	16	8	8	-	6	34	5	137	\$ 19,611	
CONSTRUCTION ENGINEERING															
3.1	Contract Administration		2	12	8	-	-	-	-	-	-	-	22	\$ 3,658	
3.2	Construction Layout and Record Drawings		-	-	2	-	1	5	8	-	-	-	16	\$ 2,131	
3.3	Observation and Documentation		3	9	81	-	-	-	-	-	-	2	95	\$ 13,752	
Construction Engineering Subtotal:			5	21	91	-	1	5	8	-	-	2	133	\$ 19,541	
PROJECT TOTAL:			7	40	130	16	9	13	8	6	34	7	270	\$ 39,152	

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 675
Material Testing =	\$ -
Environmental Assessment =	\$ 500
DIRECT EXPENSES =	\$ 1,425

LABOR SUMMARY	
Engineering Expenses =	\$ 28,889
Surveying Expenses =	\$ 4,353
Drafting Expenses =	\$ 5,364
Administrative Expenses =	\$ 546
TOTAL LABOR EXPENSES =	\$ 39,152

TOTAL EXPENSES =	\$ 40,577
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\\Mikway\EEI_Storage\Public\Yorkville\2016\YO1629-P West Washington Street Water Main Replacement\PSA\Exhibit 3 - Level of Effort.xlsx\Fee Summary



EXHIBIT 4
ANTICIPATED PROJECT SCHEDULE
 WEST WASHINGTON STREET WATER MAIN REPLACEMENT
 UNITED CITY OF YORKVILLE, IL
 November 23, 2016

WORK ITEM NO.	WORK ITEM	Year:	2016								2017																																		
		Month:	November				December				January				February				March				April				May				June				July				August						
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
FINAL DESIGN ENGINEERING																																													
2.1	Project Management and Administration																																												
2.2	Project Meetings																																												
2.3	Topographic Survey																																												
2.4	Utility Coordination																																												
2.5	Final Plans, Specifications and Estimates																																												
2.6	Permitting																																												
2.7	Bidding and Contracting																																												
CONSTRUCTION ENGINEERING																																													
3.1	Contract Administration																																												
3.2	Construction Layout and Record Drawings																																												
3.3	Observation and Documentation																																												

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Legend	
 Project Management & QC/QA	 Permitting
 Meeting(s)	 Bidding and Contracting
 Design	 Construction



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

DATE:	November 2016
PROJECT NO.:	YO1629
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\
FILE:	YO1629_Exhibit 5.mxd.MXD

EXHIBIT 5 LOCATION MAP





Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$153.00
2 Man Field Crew with Standard Survey Equipment	\$240.00
1 Man Field Crew with RTS or GPS *	\$190.00
2 Man Field Crew with RTS or GPS *	\$276.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)

*RTS = Robotic Total Station / GPS = Global Positioning System



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 15, 2016
Subject: West Washington Street Water Main Replacement engineering agreement

Summary

Approval of an engineering agreement with EEI for design and construction engineering of the West Washington Street water main replacement.

Background

The City adopted the 2017 Road to Better Road program map at the last City Council meeting. This engineering agreement would authorize EEI to design and monitor the construction of the West Washington Street water main replacement, which will be the largest component of Road to Better Road expenditures within the FY 18 budget. Funding for the contract is included within the FY 17 budget. The agreement is set at \$19,600 for design engineering and estimate of \$19,541 for construction monitoring. The map of the area set to receive lining is attached.

Recommendation

Staff recommends approval of the attached engineering agreement with EEI.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #6

Tracking Number

PW 2016-83

Agenda Item Summary Memo

Title: Hamman – USPS Water Main

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: December 1, 2016
Subject: Hamman – USPS Water Main

The developer has requested that the City accept the public improvements within the project for ownership and maintenance.

At this time all work related to the public improvements, including punch list work has been completed.

Attached is the draft Bill of Sale for the development. We will forward the document to the developer for execution. We recommend that the public improvements as described in the Bill of Sale be accepted for ownership and maintenance by the City.

Normally with final acceptance, a performance guarantee (cash, LOC or bond) equal to 10% of the original security value is to be on file with the City Clerk for a period of one year. Since the improvements have been constructed and functional for quite some time, we are recommending full release of the existing security (\$3,774.09).

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale, the existing security may then be released. If you have any questions or require additional information, please call.

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development known as Hamman – USPS Watermain, and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

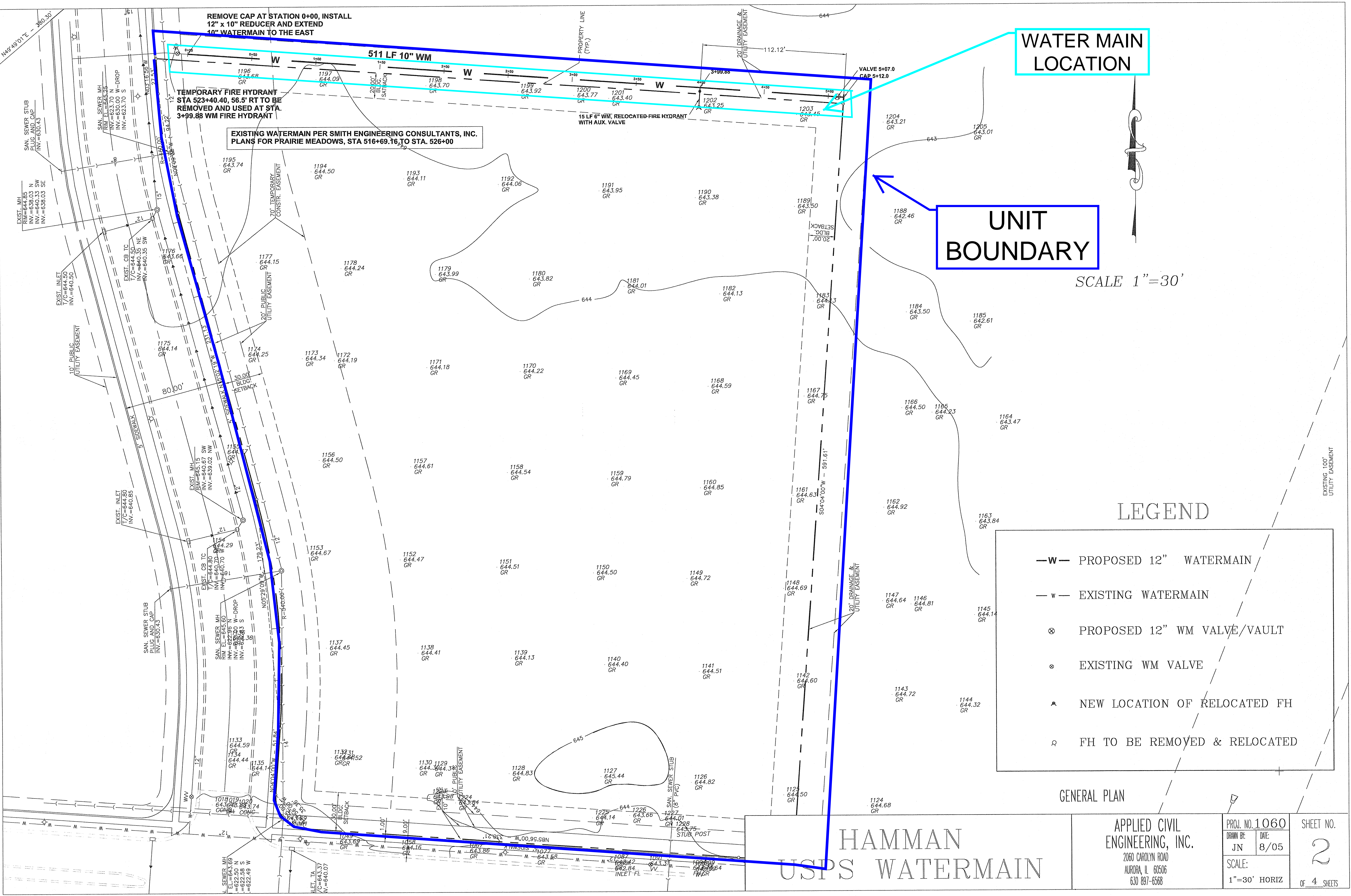
IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Subscribed and *Sworn* to
before me this ____ day
of _____, 20__.

Notary Public

EXHIBIT A
HAMMAN - USPS WATER MAIN
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
WATER MAIN CONSTRUCTION		
10" CLASS 52 DI WM W/ POLYETHYLENEWRAP	FOOT	511
6" CLASS 52 DI WM W/ POLYETHYLENEWRAP	FOOT	15
FIRE HYDRANT W/ AUXILIARY VALVE	EACH	1
10" VALVE VAULT	EACH	1





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #7

Tracking Number

PW 2016-84

Agenda Item Summary Memo

Title: Well No. 3 Update

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Consideration of Abandoning the Well

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval to Abandon Well

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, Deputy City Clerk

Date: December 12, 2016
Subject: Well No. 3

The City Council at the August 23, 2016 meeting authorized Layne to pull the pump and motor and televise the well. Layne has completed the work and has provided the well televising report. The purpose of this memo is to provide comment on the report and to discuss long term options for Well No. 3.

Background:

Well No. 3 historically produces 600-650 gpm and is currently used as a back-up water source. It is also known as a “sand pumper”. The volume of sand that is produced by the well is considered to be high and is directly attributable to the more frequent rehabilitations of this well. A sand separator is utilized to capture the sand from the well prior to entering the system. The separator in the past has had to be replaced frequently when the well was more heavily used. By comparison, the City’s other wells produce 1,000 gpm each.

Well No. 3’s history is summarized below:

- ◆ Past (Through Discussion With Tom Healy of Layne Western)
 - ❖ 1960 Well Drilled; Utilized Westinghouse/US Motors
 - ❖ 1972 Installed Rebuilt Byron Jackson Motor (BJ)
 - ❖ 1983 Possible Well Rehabilitation (Records Not Clear)
 - ❖ 1991 Well Development; Installed 175 HP BJ
 - ❖ 1998 Motor OK; Bowls Worn Badly; Pump Rebuilt
- ◆ Recent Past (2004 – 2009)
 - ❖ 2004 Motor Failure; Installed 200 HP rebuilt BJ motor; Corrosion of 16” Casing evident
 - ❖ 2008 Pump Pulled due to Motor Issue; Installed 150 HP BJ Rebuilt Motor; Rebuilt Bowl Assembly;
 - ❖ 2009 Pump Pulled; Bowl Assembly Badly Worn and was Rebuilt;

Well No. 3’s recent repair costs have been as follows:

- ◆ 2004 \$89,234 → New 200 HP Type H Rebuilt BJ Motor; Replaced 9 Stage – 11 MQH BJ Bowl Assembly
- ◆ 2008 \$99,617 → New 150 HP 14” Type H Rebuilt BJ Motor; Rebuilt BJ Bowl Assembly; 12 – 8” Line Pipe Segments Were Cut & Rethread; Replacement of 5 Couplings; Replacement of 8” Surge Valve
- ◆ 2009 \$21,216 → Pump Rebuilt

Rehabilitation/Repair of the Well tends to be on a 4 – 7 Year Cycle.

Question Presented:

Should the City consider rehabilitating well and keep it part of the water system or should the City consider abandoning the well?

Discussion:

The televising of the well indicates that the bottom of the casing is in poor condition. There are major chunks of steel that have fully deteriorated away. A casing pipe in poor condition makes it difficult (sometimes impossible) to install and pull equipment in and out of the well. Layne recommends installing a new casing within the existing if this well were to be put back in service.

The installation of a new casing would require a new pump and motor as the existing components would not fit within the new casing. Layne is estimating that the new casing, pump and motor and associated labor could approach \$200,000.

As noted above, Well No. 3 has been used minimally in the past several years. Per our needs assessment calculations, a new well will be needed if we choose to abandon Well 3 as follows:

- ◆ Current Trends (CT) Water Use
 - ❖ With Well No. 3 Active: 2028 (12 Years)
 - ❖ Without Well No. 3: 2023 (7 Years)
- ◆ Less Resource Intensive (LRI) Water Use
 - ❖ With Well No. 3 Active: 2034 (18 Years)
 - ❖ Without Well No. 3: 2030 (14 Years)

As you know, per capita water use trends are generally going down. Therefore, it is probably a reasonable assumption that we would need another well in 8 – 10 years.

Action Required:

Staff is recommending that the well be abandoned at this time for the following reasons:

1. Condition of the casing
2. High cost to make well usable
3. Rehabilitation history / sand pumping
4. Low production
5. Location

There are costs associated with abandoning the well. Layne has provided an estimate on the well alone. They are summarized below:

Well Abandonment	\$35,500 - \$38,500
Salvage Value of Misc. Equip.	(\$1,894) Credit
Pump and Motor Decommissioning	\$13,800 (Note Layne has offered to purchase; net cost could be \$0)

The costs to abandon the Well No. 3 building have not been determined at this time. This would be addressed sometime in early 2017.

Staff is seeking support from the City Council to move forward with the Well No. 3 abandonment.



DOWNHOLE VIDEO SURVEY REPORT

Date: 11/14/16

Client: UNITED CITY OF YORKVILLE

Project Number: 43179 Well No: 3 S.W.L. 340'

Location: DOWNTOWN, JUST WEST OF ROUTE 47

County: KENDALL City: YORKVILLE State: IL

Sec: _____ Twp: _____ Range: _____

DVD Made: Yes X No _____ Well Back flushed NO

Original Well Description 16" CASING TO 430'; 15" HOLE: 430' TO 725';
12" LINER (SLOTTED): 725' – 811'; 12" HOLE: 811' TO **1335 TD**.

Depth	Description
340'	STATIC WATER LEVEL
725'	TOP OF 12" LINER (SOME PRIMACORD STUCK BEHIND TOP)
811'	BOTTOM OF 12" LINER – SLOTS STILL IN GOOD CONDITION
1298'	TOTAL DEPTH >> 37' of fill.

Additional Remarks and Recommendations

- 40' TO 45' (±) – LOOSE PIPE SCALE
- 116' TO 180' (±) – SIGNIFICANT AMOUNT OF LOOSE PIPE SCALE
- 280' TO 295' (±) – MODERATE AMOUNT OF LOOSE PIPE SCALE
- 305' – BROWNISH BUILDUP STARTS, WITH MASSIVE LOOSE PIPE SCALE
- 413' – POSSIBLE SMALL HOLES IN CASING
- 418' – 2 LARGE HOLES IN CASING
- 419' TO 430' (BOTTOM OF 16" CASING) – LARGE SPOTS OF STEEL ARE MISSING (TOP OF ST. PETER SANDSTONE)
- 824' TO 934' – HARD TO MEDIUM LIMESTONE → VERY FRACTURED AND CREVICED
- 938' – VERY LARGE FRACTURE – **SAND LAYING IN LEDGES**
- 1143' TO 1147' – VERY LARGE FRACTURE – **SAND LAYING IN LEDGES**
- 1298' – TOTAL DEPTH (BOTTOM 100' (±)) OF OPEN HOLE QUITE IRREGULARLY SHAPED)

(Continued on Page 2)

WATER RESOURCES



DOWNHOLE VIDEO SURVEY REPORT

(Continued from Page 1)

➔ LARGE CREVICES/FRACTURES: 452' – 508' – 558' – 575' – 579' – 817' – 824' – 827' – 834' TO 840' (VERTICAL) – 852' TO 855' (VERTICAL) - 868' – 910' – 912' - 918' (HUGE) – 934' (HUGE) – 942' – 944' – 1114' – 1124' – 1130' – 1163' – 1168' - 1176' – 1178' – 1183' – 1194' – 1199' – 1204' – 1218' – 1220' – 1225' – 1228' – 1231' – 1235' – 1240' – 1245' – 1250' – 1260' – 1265' – 1277' – 1281' – 1286' – 1296'

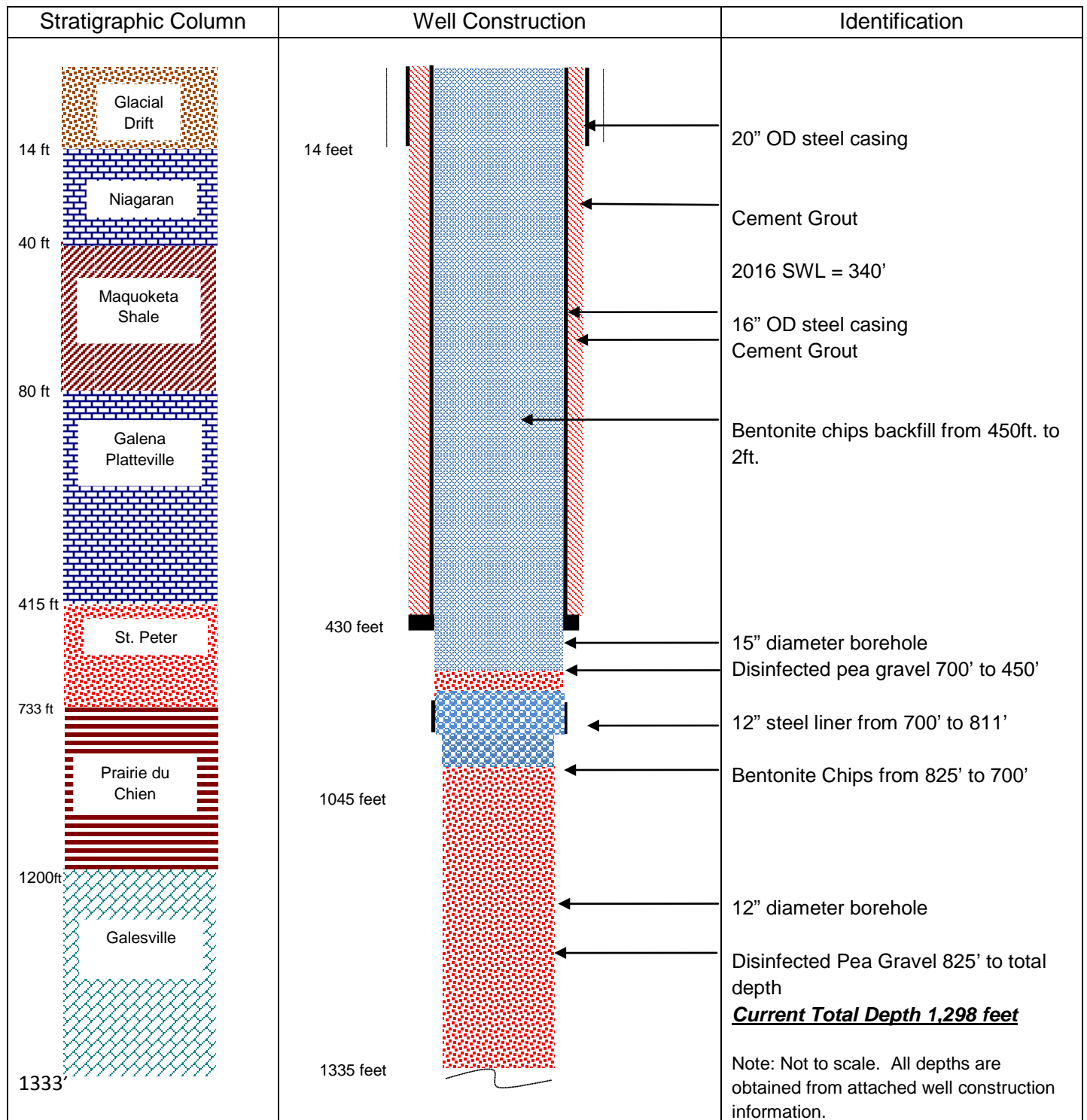
Technician	JOHN GELTZ	Account Manager	MIKE MCDONALD
Project Manager	TOM HEALY	Operations Review	

WATER RESOURCES



721 W. ILLINOIS AVE. AURORA, IL 60506
630.897.6941 PHONE 630.897.6976 FAX

CLIENT: Yorkville, IL
PROJECT.: Well No. 3 Abandonment
LAYNE PROJECT NO. _____
DATE: November 30, 2016
ENGINEER: Thomas P. Healy, P.E.



December 8, 2016

United City of Yorkville
c/o Brad Sanderson, P.E.
Engineering Enterprises
52 Wheeler Road
Sugar Grove, IL 60554

**RE: United City of Yorkville
Well No. 3**

Dear Brad:

Per our conference call, we are pleased to submit our proposal to properly abandon the City's Well No. 3.

The proper abandonment of Well No. 3 would fall under the jurisdiction of the Kendall County Health Department (KCHD) and must be performed by an Illinois Licensed Water Well Contractor. In a typical well abandonment project, we would contact KCHD ahead of time to obtain their approval of our proposed plugging procedure. For this estimate, we assume the following procedure would be suitable to KCHD:

- Backfill with disinfected pea gravel from the existing depth of 1,298 feet to 825 feet, or just below the bottom of the 12" liner.
- Backfill the well with bentonite chips from 825 feet to 700 feet, the necessary plug to isolate the St. Peter and Galesville sandstones.
- Backfill with disinfected pea gravel from 700 feet to approximately 450 feet, or 20 feet below the 16" well casing.
- Backfill from 450 feet to ground level with bentonite chips.

Prior to the commencement of the well abandonment work, KCHD would be contacted at least 48 hours in advance so that they can witness all or part of the abandonment. Following the completion of the work, Layne, as an Illinois Licensed Water Well Contractor, would fill out and submit the necessary Water Well Sealing Form.

Based upon the above abandonment procedure, the total cost would be in the range of **\$35,500.00 to \$38,500.00**.

As you know, the 150 HP Byron Jackson Type H submersible pump was pulled so that the television survey could be performed. The pump is currently in storage in our Aurora, Illinois yard. Should the

WATER RESOURCES

final decision be made to abandon Well No. 3, this pump would need to be disposed of properly since it is smaller than any of the other city well pumps.

We have estimated needing 48,000 lbs. of bentonite chips and 44 tons of disinfected pea gravel. For more or less of these quantities, we would add or deduct \$0.27/lb. and \$70.00/ton, respectively.

Due to the July, 2012 IEPA legislation concerning mercury seals in motors, the 150 HP Byron Jackson submersible motor must be properly decommissioned. As the Byron Jackson dealer in northern Illinois, Layne strongly recommends the use of Flowserve/Byron Jackson's authorized decommissioning subcontractor, Bethlehem Apparatus. Bethlehem Apparatus would receive the motor in its present condition, completely disassemble the motor, and decommission all motor parts such that they can attest to the fact that **99.9% of the mercury has been removed and disposed of properly**. An official certificate would be provided to the City to back up this documentation. Without this documentation, the City would have no clue if the disposal was done properly, opening itself up for the possibility of future repercussions.

Including the truck freight to Pennsylvania for this work, the total cost of the motor decommissioning would be **\$13,800.00**.

Since Layne would see some value in this motor for use in a possible temporary test pump installation in the future, we could offer to *completely credit* this decommissioning cost if ownership of the motor is turned over to Layne. We would not be able to provide any additional credits over and above the savings in the decommissioning costs, since this motor cannot be resold.

If Layne were to be awarded the well abandonment project, we could also offer salvage value for the 8" column pipe, power cable, and the 9 Stage – 11MQL Byron Jackson cast iron bowl assembly. Again, there is very little resale value, so we are essentially talking about the scrap value for these components, and/or used in possible test pump applications. From our best estimation, this would fall in the range of **\$1,894.00** that would be applied as a ***credit*** to the well abandonment costs above.

We appreciate the opportunity to be able to provide these estimates. If you have any questions, please don't hesitate to give us a call.

Yours very truly,

Thomas P. Healy

Thomas P. Healy, P.E.
Manager of Projects
Layne Christensen Company

TPH/mcw





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #8

Tracking Number

PW 2016-85

Agenda Item Summary Memo

Title: Solid Waste – RFP Results

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ **Bart Olson** **Administration**
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 15, 2016
Subject: Solid Waste RFP

Summary

Discussion of the proposals received for the City's Solid Waste RFP.

Background

The city went out for Request for Proposal on October 3, 2016. Five proposals were received on November 3, 2016 from Advanced Disposal, Environmental Recycling and Disposal Service, Groot, Republic and Waste Management. A summary of the pricing results are attached. Two companies, Advanced Disposal and Groot, submitted bids for services that are a significant savings (approximately 15%) over our current contract and for better service, and cheaper than Oswego's contract extension.

The City's current contract expires on April 30, 2017 and the current rate is \$19.25. Advanced Disposal bid a three-tier pricing structure outlining prices for a 33 gallon, 65 gallon and 96 gallon toter and Groot did one-tier for all sizes of toters. Advanced Disposals 33 gallon price is \$35 cheaper for a resident than Groot's over a five year period. Advanced Disposal's 65 gallon price is \$0.24 cheaper for a resident than Groot's over a five year period. Advanced Disposal's 96 gallon price is \$28 more expensive for a resident than Groot's over a five year period. Advanced Disposal included free composting in yard waste bags during yard waste pickup season, but did not offer composting over the winter months. Groot's proposal was for year-round composting at a \$10 fee per month. Groot approached the City post-bid opening and offered to give the City tipping fees for refuse and recycling collected. This amount was roughly \$14,000 annually, but I did not consider it valid because it was not included in the written submittal and it was submitted after the bid opening.

Recommendation

Staff recommends moving forward with a new contract with Advanced Disposal because they are cheaper in aggregate (33 gal, 65 gal and 96 added together) and cheaper in two out of the three individual categories. Additionally, the City would not have to go through a hauler transition. If the Committee and the City Council agrees, staff would draft a contract for approval at a City Council meeting in January.



Advanced Disposal



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TAB 2: Company Profile

TAB 3: Bid Bond

TAB 4: Proof of Insurance

TAB 5: Audited Financial Statements

TAB 6: Proposal Narrative

TAB 7: Bid Submittals

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- 2. Recycling Education & Community Outreach**
- 3. Proposer's Certification and W-9 Request Form**
- 4. Appendix 3 – Alternatives and Deviations**
- 5. Appendix 4 – Illinois Municipalities Served**
- 6. Appendix 5 – Disposal Facilities**
- 7. Non-Collusive Affidavit**
- 8. Bidder's Representation**

TAB 8: Proposal Form and Price Sheets



November 3, 2016

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Dear Yorkville City Council,

Advanced Disposal Services Solid Waste Midwest, LLC. ("Advanced Disposal") is pleased to submit the attached response to your Request for Proposal for Solid Waste Collection Services. I am the Chief Operating Officer and I am authorized to sign and submit the attached RFP response. I have also attached a Secretary's Certificate for your reference. If requested, Bob Pfister, Municipal Marketing Manager is available to meet with you or your representatives concerning this RFP response. Bob's contact information is listed below:


Bob Pfister
Municipal Marketing Manager
Advanced Disposal Services Solid Waste Midwest, LLC
1660 Hubbard Avenue
Batavia, Illinois 60510
Phone: (630) 313-1119
Fax: (630) 406-7784
Email: bob.pfister@advanceddisposal.com

We are strong stewards of the environment and work with our surrounding neighborhoods to become part of the community. We view our services as vital infrastructure needs that all cities and counties must be able to provide through public-private partnerships, contractual agreements, and the like. Through this proposal process, we look forward to continuing to be the choice solid waste provider for the City of Yorkville.

Thank you for your consideration of Advanced Disposal's proposal for Solid Waste Collection Services. Please see the following pages that address your proposal requirements and present details on Advanced Disposal's company profile and sound solutions for collection and disposal programs.

I am confident that you will look favorably upon the response that we have provided. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you. Thank you for allowing Advanced Disposal the opportunity to present this RFP response.

Sincerely,



John Spegal
Chief Operating Officer



Company Profile

Advanced Disposal Services, Inc. and its subsidiaries, is the fourth largest environmental services company in the U.S. We are a full-service, vertically integrated waste management company, providing non-hazardous solid waste collection, recycling and landfill disposal solutions to commercial, industrial, municipal and residential customers throughout 16 states and the Bahamas. We pride ourselves on our strong partnerships between our employees and the customers we serve. And we have a strong commitment to personalized and friendly customer service.

Community Commitment

No one understands the needs of a community better than those who live and work in it. Our philosophy of decentralized operations allows our local teams to give back to their communities in ways that best meet the needs of their communities. This location-specific approach to good corporate citizenship results in an array of outreach programs, contributions and support that serve and benefit thousands of people across the Advanced Disposal footprint. It is our goal to hire within the communities we serve and locally purchase supplies, equipment and fuel. We don't just sign a contract with a city, county or municipality...*we become a part of the community.*

Forward Thinking

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction. Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations, and our sites are inspected annually at a minimum. With 39 landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,100 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used including alternative fuels such as compressed natural gas (CNG). Currently about twelve percent of our fleet runs on CNG, and we are



Advanced Disposal



always looking for opportunities to grow that number. All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.

Our Operations

We operate 90 collection facilities, 72 transfer stations, 39 MSW and C&D landfills, 21 material recycling facilities and 16 landfill gas-to-energy facilities. Our operations are focused in 16 states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Wisconsin and the Bahamas.

Today, through the dedication of more than 5,400 employees, Advanced Disposal has a fleet of more than 3,100 vehicles running routes on a daily basis. We service more than 2.5 million residential customers including more than 800 exclusive city and county contracts.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Advanced Disposal Services Solid Waste Midwest, LLC

1660 Hubbard Avenue, Batavia, IL 60510

as Principal, hereinafter called the Principal, and RLI Insurance Company

9025 N. Lindbergh Drive, Peoria, IL 61615

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Yorkville

800 Game Farm Road, Yorkville, IL 60560

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100

Dollars (\$ 5,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of November, 2016

Jaime Smarini
(Witness)

Advanced Disposal Services Solid Waste Midwest, LLC

By: [Signature] (Principal) (Seal)
JOHN PEGAL COO (Title)

Autumn Schneider
(Witness)



RLI Insurance Company

(Surety) (Seal)
By: [Signature]
Attorney-In-Fact Janice Fennell (Title)



RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten,
Joshua Sanford, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of August, 2016.



RLI Insurance Company

By: B. H. W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 2nd day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 3rd day of November, 2016.

By: Jacqueline M. Bockler

Jacqueline M. Bockler

Notary Public



RLI Insurance Company

By: B. H. W. Davis

Barton W. Davis

Vice President



RLI Insurance Company | Commercial Surety Division
2475 Northwinds Parkway, Suite 300 | Alpharetta, GA 30004
Phone: 770-754-0100 | Fax: 770-576-3974

www.rliicorp.com

November 3, 2016

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: Solid Waste Collection Services

To Whom It May Concern:

This is to advise you that RLI Insurance Company, ("RLI"), provides suretyship on behalf of Advanced Disposal Services Solid Waste Midwest, LLC. RLI is licensed in all fifty states, A+ (superior) rated by A.M. Best, Class XI, and U.S. Department of Treasury listed.

It is the intent of RLI Insurance Company to provide the required performance and payment bonds. It is understood that any arrangement for a performance and/or payment bond is a matter between Advanced Disposal Services Solid Waste Midwest, LLC and RLI, as Surety, and will be subject to RLI's standard underwriting conditions at the time of any performance and/or payment bond request. We value our relationship with Advanced Disposal Services Solid Waste Midwest, LLC and have the utmost confidence in their ability.

If you have any questions or need any further assistance, please feel free to contact our office at (865-588-8101) and ask for the individual listed below. Thank you.

RLI Insurance Company

Janice Fennell, Attorney-in-Fact



RLI Surety
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Phone: (800)645-2402 | Fax: (309)689-2036
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RLI Insurance Company

By: B.A.W.D.
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

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By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: B.A.W.D.
Barton W. Davis Vice President





Advanced Disposal



CERTIFICATE OF LIABILITY INSURANCE

ADSWAST-01 MCKEAGEJE

DATE (MM/DD/YYYY)

9/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL: certificates@willis.com ADDRESS:	FAX (A/C, No): (888) 467-2378
INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: Allied World National Assurance Company 10690 INSURER C: Illinois Union Insurance Company 27960 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		31GPP4985403	11/20/2015	11/20/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						
A	X AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NOW-OWNED AUTOS	31CAB4985503	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		03098718	11/20/2015	11/20/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
DED X RETENTIONS 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	31WC14985303	11/20/2015	11/20/2016	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence 25,000,000
A	Business Auto		31CAB0502303	11/20/2015	11/20/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 9/26/2016

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Solid Waste Collection Services for the City of Yorkville



Advanced Disposal



ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Automobile Liability CARRIER: Arch Insurance Company POLICY TERM: 11/20/2015 – 11/20/2016 POLICY NUMBER: 31CAB0502303	Automobile Liability - Any Auto Combined Single Limit - \$4,000,000 SIR - \$1,000,000



Advanced Disposal



Named Insured:

Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Advanced Disposal Services South, LLC
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC

Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, LLC
Diller Transfer Station, LLC
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWStar Waste Holdings Corp.



Advanced Disposal



North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Advanced Disposal Services Somerset, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
F.D.S. Disposal II, LLC
North East Waste Transport, Inc.



Advanced Disposal



Advanced Disposal

January 28, 2016

To Whom It May Concern:

For the policy period 11/20/2015 – 11/20/2016, Advanced Disposal Services, Inc. and all of its entities self-insure medical payments coverage. Should you have any questions, please contact the Risk Management Specialist listed below:

Charity Douglas
(904) 493-7281
charity.douglas@advanceddisposal.com

Sincerely,

Marti Dickman

Marti Dickman
Vice President, Risk Management

90 Fort Wade Rd., Suite 200

Ponte Vedra, FL 32081

Tel (904) 737-7900

Fax (904) 636-0699

AdvancedDisposal.com



Advanced Disposal



Advanced Disposal

January 28, 2016

To Whom It May Concern:

For the policy period 11/20/2015 – 11/20/2016, Advanced Disposal Services, Inc. and all of its entities are self-insured for physical damage of vehicles. Should you have any questions, please contact the Risk Management Specialist listed below:

Charity Douglas
(904) 493-7281
charity.douglas@advanceddisposal.com

Sincerely,

Marti Dickman

Marti Dickman
Vice President, Risk Management

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AdvancedDisposal.com

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file no: 333-191109

Advanced Disposal Services, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

90-0875845
(IRS Employer
Identification No.)

90 Fort Wade Road
Ponte Vedra, Florida 32081
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (904) 737-7900

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☒ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Note: While the Registrant is a voluntary filer not subject to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), the Registrant has filed all required reports to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months.

Indicate by check whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of Common Stock, \$0.01 par value, of the registrant outstanding at March 4, 2016 was 1,000 shares.

Documents Incorporated by Reference:
None

PART I

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the U.S. federal securities laws. All statements other than statements of historical facts in this document, including, without limitation, those regarding our business strategy, financial position, results of operations, plans, prospects and objectives of management for future operations (including development plans and objectives relating to our activities), are forward-looking statements. Many, but not all, of these statements can be found by looking for words like “expect,” “anticipate,” “goal,” “project,” “plan,” “believe,” “seek,” “will,” “may,” “forecast,” “estimate,” “intend” and “future” and similar words. Statements that address activities, events or developments that we intend, expect or believe may occur in the future are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and section 21E of the Securities & Exchange of 1934, as amended. Forward-looking statements do not guarantee future performance and may involve risks, uncertainties and other factors which could cause our actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in those forward-looking statements.

Examples of these risks, uncertainties and other factors include, but are not limited to:

- risks relating to our history of losses;
- risks relating to operating in a highly competitive industry and the inability to compete effectively with larger and better capitalized companies and governmental service providers;
- risks relating to results being vulnerable to economic conditions;
- risks that we may lose contracts through competitive bidding, early termination or governmental action;
- risks that some of our customers, including governmental entities, have suffered financial difficulties affecting their credit risk, which could negatively impact our operating results;
- risks that our financial and operating performance may be affected by the inability in some instances to renew landfill operating permits, obtain new landfills or expand existing ones;
- risks that the cost of operation and/or future construction of our existing landfills may become economically unfeasible causing us to abandon or cease operations;
- risks that we could be precluded from entering into or maintaining permits or certain contracts if we are unable to obtain sufficient third-party financial assurance or adequate insurance coverage;
- risks that our accruals for our landfill site closure and post-closure costs may be inadequate;
- risks that our business requires a high level of capital expenditures;
- risks relating to our acquisitions, including our ability to integrate acquired businesses, or that the acquired businesses will have unexpected risks or liabilities;
- risks relating to the seasonal nature of our business and "event-driven" waste projects that could cause our results to fluctuate;
- risks that we may be subject in the normal course of business to judicial, administrative or other third-party proceedings that could interrupt or limit our operations, result in adverse judgments, settlements or fines and create negative publicity;
- risks relating to fuel supply and prices that may fluctuate significantly and that we may not be able to pass on cost increases to our customers or effectively hedge such costs;
- risks relating to fluctuations in the prices of commodities;

ITEM 1. BUSINESS

(All dollar amounts are presented in millions, unless otherwise noted)

Advanced Disposal Services, Inc. (formerly "ADS Waste Holdings Inc." hereafter referred to as the "Company") is a leading integrated provider of non-hazardous solid waste collection, transfer, recycling and disposal services operating primarily in secondary markets or under exclusive arrangements. We have a presence in 17 states across the Midwest, South and East regions of the United States as well as in the Commonwealth of the Bahamas, serving approximately 2.8 million residential and 202,000 commercial and industrial ("C&I") customers through our extensive network of 93 collection operations, 76 transfer stations, 21 owned or operated recycling facilities and 39 owned or operated landfills. Our headquarters are located in Ponte Vedra, Florida.

Our Strategy

We seek to drive financial performance in markets in which we own or operate a landfill or in certain disposal-neutral markets, where the landfill is owned by our municipal customer. In markets in which we own or operate a landfill, we aim to create and maintain vertically integrated operations through which we manage a majority of our customers' waste from the point of collection through the point of disposal, a process we refer to as internalization. By internalizing a majority of the waste in these markets, we are able to deliver high quality customer service while also ensuring a stable revenue stream and maximizing profitability and cash flow from operations. In disposal-neutral markets, we focus selectively on opportunities where we can negotiate exclusive arrangements with our municipal customers, facilitating highly-efficient and profitable collection operations with lower capital requirements. Geographically, we focus our business principally in secondary, or less densely populated non-urban, markets where the presence of large national providers is generally more limited. We also compete selectively in primary, or densely populated urban, markets where we can capitalize on opportunities for vertical integration through our high-quality transfer and disposal infrastructure and where we can benefit from highly-efficient collection route density.

Operations

Our vertically integrated environmental services operations can be broadly classified into three lines of business: (i) collection services; (ii) disposal services, which include transfer stations and landfills; and (iii) recycling services. The solid waste management business is locally executed where the geographic footprint, density of collection routes, degree of vertical integration, and regional demographic trends drive success. We serve both primary (densely populated) and secondary (less populated) markets. While primary markets typically offer highly efficient route densities, secondary markets provide other important advantages, such as less competition, greater opportunities to gain market share through new business and consolidation, and generally higher and more stable pricing.

Our operations are managed through three regional offices located in the South, Midwest and East regions of the United States. Each of the regions has a diversified portfolio of collection, transfer, landfill and recycling operations. The collection, transfer, landfill, and recycling operations within each of these operating regions are supervised by regional vice presidents with extensive experience in growing, operating and managing solid waste management companies within their local markets. Each regional vice president works with and supervises several district and general managers who manage facilities and operations.

The services we provide include non-hazardous solid waste collection, transfer, recycling and disposal services for residential, commercial and industrial customers, as described below. The following table shows revenues contributed by these services for each of the three years presented:

	Year ended December 31,					
	2015		2014		2013	
Collection	\$ 971.4	69.6 %	\$ 950.8	67.8 %	\$ 897.3	68.0 %
Disposal	499.0	35.7 %	492.8	35.1 %	453.8	34.4 %
Sale of recyclables	24.8	1.8 %	33.5	2.4 %	35.9	2.7 %
Fuel fees and environmental fees	85.8	6.1 %	92.8	6.6 %	81.5	6.2 %
Other	82.2	5.9 %	95.5	6.8 %	95.2	7.2 %
Intercompany eliminations	(266.8)	(19.1)%	(262.4)	(18.7)%	(244.6)	(18.5)%
Total	\$ 1,396.4	100.0 %	\$ 1,403.0	100.0 %	\$ 1,319.1	100.0 %

likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain of our landfills. However, we cannot assure you that all proposed or future expansions will be permitted as designed.

We also have responsibility for 3 C&D and 2 MSW closed landfills, for which we have associated closure and post-closure obligations.

As part of our vertically integrated solid waste disposal services, we operate 76 transfer stations. Transfer stations receive, consolidate and transfer solid waste to landfills and recycling facilities. Transfer stations enable us to:

- increase the operational reach of our landfill operations;
- increase the volume of revenue-generating disposal at our landfills;
- achieve greater leverage in negotiating more favorable disposal rates at landfills that we do not operate;
- improve efficiency of collection, personnel and equipment; and
- build relationships with municipalities and other operators that deliver waste to our transfer stations, leading to additional growth and acquisition opportunities.

Revenue at transfer stations is primarily generated by charging tipping or disposal fees. Our collection operations deposit waste at these transfer stations, as do other private and municipal haulers, for compaction and transfer to disposal sites or material recycling facilities ("MRFs"). Transfer stations provide collection operations with a cost-effective means to consolidate waste and reduce transportation costs while providing our landfill sites with an additional "gate" to extend the geographic reach of a particular landfill site with the goal of increased internalization.

Recycling Services

We are focused on opportunistically developing our base of recycling facilities. There has been a growing interest in recycling, which is driven by public and private markets that are placing environmental stewardship as a top priority. This is evidenced by requests for proposals that incorporate alternate methods to manage the collection, processing and disposal of waste. Despite this growing interest, revenue from recyclables has decreased since 2013 primarily due to the decline in average commodity prices.

We have a network of 21 recycling facilities that we manage or operate. These facilities generate revenue through the collection, processing and sale of old corrugated cardboard, old newspaper, mixed paper, aluminum, glass and other materials. These recyclable materials are internally collected by our residential and industrial collection operations as well as third-party haulers.

Fuel and Environmental Fees

The amounts charged for collection, disposal, transfer, and recycling services may include fuel fees and environmental fees. Fuel fees and environmental fees are not designed to be specific to the direct costs to service an individual customer's account, but rather are designed to help recover changes in our overall cost structure and to achieve an acceptable operating margin.

Other Services

Other revenue is comprised of ancillary revenue-generating activities, such as landfill gas-to-energy operations at MSW landfills, management of third-party owned landfills, customer service charges relating to overdue payments and customer administrative fees relating to customers who request paper copies of invoices rather than opting for electronic invoices, and broker revenue (which we divested in 2015).

Customers

We provide services to a broad base of commercial, industrial, municipal and residential customers. No single customer individually accounted for more than 2% of our consolidated revenue in 2015.

Competition

Although we operate in a highly competitive industry, entry into our business and the ability to operate profitably require substantial amounts of capital and managerial experience. Competition in the non-hazardous solid waste industry comes from a few large, national publicly owned companies, several regional publicly and privately owned solid waste companies, and thousands of small privately owned companies. In any given market, competitors may have larger operations and greater resources. In addition to national and regional firms and numerous local companies, we compete with municipalities that maintain waste collection or disposal operations. These municipalities may have financial advantages due to the availability of tax revenue and tax-exempt financing.

means for addressing such releases is to impose strict liability for cleanup of certain contaminated or disposal sites upon current and former site owners and operators, generators of the hazardous substances at the site and transporters who selected the disposal site and transported substances thereto. Liability under CERCLA is strict, joint and several and not dependent on the intentional release of hazardous substances; it can be based upon the release or threatened release, even as a result of lawful, unintentional and non-negligent action, of hazardous substances as the term is defined by CERCLA and other applicable statutes and regulations. The EPA may issue orders requiring responsible parties to perform response actions at sites, or the EPA may seek recovery of funds expended or to be expended in the future at sites. Liability may include contribution for cleanup costs incurred by a defendant in a CERCLA civil action or by an entity that has previously resolved its liability to federal or state regulators in an administrative or judicially-approved settlement. Liability under CERCLA could also include obligations to a potentially responsible party that voluntarily expends site clean-up costs. Further, liability for damage to publicly-owned natural resources may also be imposed. We are subject to potential liability under CERCLA as an owner or operator of facilities at which hazardous substances have been disposed and as an arranger, generator or transporter of hazardous substances disposed of at other locations.

The Federal Water Pollution Control Act of 1972, as amended, known as the Clean Water Act, regulates the discharge of pollutants into streams, rivers, groundwater, or other surface waters from a variety of sources, including solid and hazardous waste disposal sites. If run-off from our operations may be discharged into surface waters, the Clean Water Act requires us to apply for and obtain discharge permits, conduct sampling and monitoring, and, under certain circumstances, reduce the quantity of pollutants in those discharges. In 1990, the EPA issued additional standards for management of storm water runoff that require landfills and other waste-handling facilities to obtain storm water discharge permits. In addition, if a landfill or other facility discharges wastewater through a sewage system to a publicly-owned treatment works, the facility must comply with discharge limits imposed by the treatment works. Also, before the development or expansion of a landfill can alter or affect wetlands, a permit may have to be obtained providing for mitigation or replacement wetlands. The Clean Water Act provides for civil, criminal and administrative penalties for violations of its provisions.

The Clean Air Act provides for increased federal, state and local regulation of the emission of air pollutants. Certain of our operations are subject to the requirements of the Clean Air Act, including large MSW landfills and landfill gas-to-energy facilities. In 1996 the EPA issued new source performance standards ("NSPS") and emission guidelines ("EG") controlling landfill gases from new and existing large landfills. In January 2003, the EPA issued Maximum Achievable Control Technology ("MACT") standards for MSW landfills subject to the NSPS. These regulations impose limits on air emissions from large MSW landfills, subject most of our large MSW landfills to certain operating permit requirements under Title V of the Clean Air Act and, in many instances, require installation of landfill gas collection and control systems to control emissions or to treat and utilize landfill gas on- or off-site. The EPA entered into a settlement agreement with the Environmental Defense Fund to evaluate the 1996 NSPS for new landfills as required by the Clean Air Act every eight years and revise them if deemed necessary. The EPA initially published a proposed landfill NSPS rule July 17, 2014. The new NSPS would apply to new or modified landfills, and impose requirements on independent operators of landfill gas and renewable natural gas facilities. On August 14, 2015, as part of the Obama Administration's Climate Action Plan - Strategy to Reduce Methane Emissions, the EPA issued a supplemental NSPS proposal for reducing emissions from new and modified landfills and, in a separate action, the EPA proposed updates to its 1996 Emission Guidelines for existing MSW landfills that would further reduce methane emissions. If implemented, these regulations would also require both new, modified and existing landfills to install pollution controls if nonmethane organic compounds emissions of landfill gas exceed 34 metric tons per year; closed landfills under the rule would remain subject to the current threshold of 50 metric tons per year. When the EPA issues the final NSPS rule, we will re-assess the capital and operating cost impact to our operations. If the EPA were to adopt more stringent requirements, capital expenditures and operating costs would increase. However, we do not believe that the regulatory changes would have a material adverse impact on our business as a whole.

In 2010, the EPA issued the Prevention of Significant Deterioration ("PSD") and Title V Green House Gases ("GHG") Tailoring Rule, which expanded the EPA's federal air permitting authority to include the six GHGs, including methane and carbon dioxide. The rule sets new thresholds for GHG emissions that define when Clean Air Act permits are required. The requirements of these rules have not significantly affected our operations or cash flows, due to the tailored thresholds and exclusions of certain emissions from regulation.

In June 2013, the U.S. Supreme Court issued a decision that significantly limited the applicability and scope of EPA permitting requirements for GHGs from stationary sources, concluding that the EPA may not treat GHGs as an air pollutant for purposes of determining whether a source is required to obtain a PSD or Title V permit, although the court also concluded that the EPA can continue to require that PSD permits, which are otherwise required based on emissions of conventional pollutants, contain limitations on GHG emissions based on Best Available Control Technology. In May 2015, the D.C. Circuit upheld the EPA's authority to continue regulating GHG emissions at sources already subject to Title V permitting requirements for other pollutants. In November 2014, the EPA issued a policy memorandum advising that it intends to propose exempting biogenic

obligations as well as disclosure and procedural requirements. Various standards for notices of hazards, safety in excavation and demolition work and the handling of asbestos, may apply to our operations. The Department of Transportation and OSHA, along with other federal agencies, have jurisdiction over certain aspects of hazardous materials and hazardous waste, including safety, movement and disposal. Various state and local agencies with jurisdiction over disposal of hazardous waste may seek to regulate movement of hazardous materials in areas not otherwise preempted by federal law.

State and Local Regulation

Each state in which we operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liabilities for such matters. States also have adopted regulations governing the design, operation, maintenance and closure of landfills and transfer stations. Some counties, municipalities and other local governments have adopted similar laws and regulations. In addition, our operations may be affected by the trend in many states toward requiring solid waste reduction and recycling programs. For example, several states have enacted laws that require counties or municipalities to adopt comprehensive plans to reduce, through solid waste planning, composting, recycling or other programs, the volume of solid waste deposited in landfills. Additionally, laws and regulations restricting the disposal of certain waste in solid waste landfills, including yard waste, newspapers, beverage containers, unshredded tires, lead-acid batteries, electronic wastes and household appliances, have been adopted in several states and are being considered in others. Legislative and regulatory measures to mandate or encourage waste reduction at the source and waste recycling also have been or are under consideration by the U.S. Congress and the EPA.

To construct, operate and expand a landfill, we must obtain one or more construction or operating permits, as well as zoning and land use approvals. These permits and approvals may be burdensome to obtain and to comply with, are often opposed by neighboring landowners and citizens' and environmental groups, may be subject to periodic renewal, and are subject to denial, modification, non-renewal and revocation by the issuing agency. Significant compliance disclosure obligations often accompany these processes. In connection with our acquisition of existing landfills, we may be required to spend considerable time, effort and money to bring the acquired facilities into compliance with applicable requirements and to obtain the permits and approvals necessary to increase their capacity. While we typically take into account the costs to bring an asset into compliance with applicable requirements during the acquisition process, we may incur costs beyond those estimated in the pre-acquisition stage.

Other Regulations

Many of our facilities own and operate above ground or underground storage tanks that are generally used to store petroleum-based products. These tanks are subject to federal, state and local laws and regulations that mandate their periodic testing, upgrading, closure and removal. In the event of leaks or releases from these tanks, these regulations require that polluted groundwater and soils be remediated. While we believe that all of our underground storage tanks currently meet applicable regulatory requirements in all material respects, there can be no guarantee that some tanks will not fail to meet such requirements in the future. We maintain a storage tank liability policy which, subject to limitations and exclusions, provides coverage for first-party remediation and third-party claims.

With regard to our solid waste transportation operations, we are subject to the jurisdiction of the Surface Transportation Board and are regulated by the Federal Highway Administration, Office of Motor Carriers, and by regulatory agencies in states that regulate such matters. Various state and local government authorities have adopted, or are considering adopting, laws and regulations that would restrict the transportation of solid waste across state, county, or other jurisdiction lines. In 1978, the U.S. Supreme Court ruled that a law that restricts the importation of out-of-state solid waste is unconstitutional; however, states have attempted to distinguish proposed laws from those involved in and implicated by that ruling. In 1994, the U.S. Supreme Court ruled that a flow control law, which attempted to restrict solid waste from leaving its place of generation, imposes an impermissible burden upon interstate commerce and is unconstitutional. However, in 2007, the U.S. Supreme Court upheld the right of a local government to direct the flow of solid waste to a publicly owned and publicly operated waste facility. A number of county and other local jurisdictions have enacted ordinances or other regulations restricting the free movement of solid waste across jurisdictional boundaries. Other governments may enact similar regulations in the future. These regulations may, in some cases, cause a decline in volumes of waste delivered to our landfills or transfer stations and may increase our costs of disposal.

Emissions from Natural Gas Fueling and Infrastructure

We operate a fleet of 372 CNG vehicles and we plan to continue to transition a portion of our collection fleet from diesel fuel to CNG, in locations where it is cost beneficial. We have constructed and operate natural gas fueling stations. Concerns have been raised about the potential for emissions from the fueling stations and infrastructure that serve natural gas-fueled vehicles. Additional regulation of, or restrictions on, CNG fueling infrastructure or reductions in associated tax incentives could increase our operating costs. We are not yet able to evaluate potential operating changes or costs associated with such regulations, but we do not anticipate that such regulations would have a material adverse impact on our business as a whole or our current plan to continue transitioning to CNG vehicles.

ITEM 1A. RISK FACTORS

We have a history of losses and may not achieve or sustain profitability in the future.

We incurred net losses of \$33.6, \$17.1 and \$117.8 for the years ending December 31, 2015, 2014 and 2013, respectively. We may not achieve profitability in the foreseeable future, if at all.

We operate in a highly competitive industry and may not be able to compete effectively with larger and better capitalized companies and governmental service providers.

Our industry is highly competitive and requires substantial labor and capital resources. Some of the markets in which we compete or plan to compete are served by one or more large, national companies, as well as by regional and local companies of varying sizes and resources, some of which may have accumulated substantial goodwill in their markets. Some of our competitors may also be better capitalized than we are, have greater name recognition than we do or be able to provide or be willing to bid their services at a lower price than we may be willing to offer. Our inability to compete effectively could hinder our growth or adversely impact our operating results.

We also compete with counties, municipalities and solid waste districts that maintain or could in the future choose to maintain their own waste collection and disposal operations, including through the implementation of flow control ordinances or similar legislation. These operators may have financial advantages over us because of their access to user fees and similar charges, tax revenues, tax-exempt financing or government subsidies

We may lose contracts through competitive bidding, early termination or governmental action.

We derive a significant portion of our revenues from markets in which we have exclusive arrangements, including municipal contracts. Our municipal contracts are for a specified term and are or will be subject to competitive bidding in the future. Although we intend to bid on additional municipal contracts in our target markets, we may not always, or ever, be the successful bidder. In addition, some or all of our customers, including municipalities, may terminate their contracts with us prior to their scheduled expiration dates. Similar risks may affect contracts that we are awarded to operate municipally owned assets, such as landfills.

Governmental action may also affect our exclusive arrangements. Municipalities may annex unincorporated areas within counties where we provide collection services. As a result, our customers in such annexed areas may be required to obtain services from competitors that have been franchised by the annexing municipalities to provide those services. In addition, municipalities in which we provide services on a competitive basis may elect to franchise those services. Unless we are awarded franchises by these municipalities, we will lose customers. Municipalities may also decide to directly provide services to their residents, on an optional or mandatory basis, which may cause us to lose customers. If we are not able to replace lost revenues resulting from unsuccessful competitive bidding, early termination or the renegotiation of existing contracts with other revenues within a reasonable time period, our results of operations and financial condition could be adversely affected.

Our results are vulnerable to economic conditions.

Our business and financial results would be harmed by downturns in the general economy, or in the economy of the regions in which we operate as well as other factors affecting those regions. In an economic slowdown, we experience the negative effects of decreased waste generation, increased competitive pricing pressure, customer turnover, reductions in customer service requirements, and customer business closings and bankruptcies. Two lines of business that could see a more immediate impact would be 1) construction and demolition and 2) special waste disposal. In addition, a weaker economy may result in declines in recycled commodity prices. Worsening economic conditions or a prolonged or recurring economic recession could adversely affect our operating results and expected seasonal fluctuations. Further, we cannot assure you that any improvement in economic conditions after such a downturn will result in positive improvement in our operating results or cash flows.

Some of our customers, including governmental entities, have suffered financial difficulties affecting their credit risk, which could negatively impact our operating results.

We provide service to a number of governmental entities and municipalities, some of which have suffered significant financial difficulties due to the downturn in the economy, reduced tax revenue and/or high cost structures. Some of these entities could be unable to pay amounts owed to us or renew contracts with us at previous or increased rates. Many non-governmental customers have also suffered serious financial difficulties, including bankruptcy in some cases. Purchasers of our recyclable commodities can be particularly vulnerable to financial difficulties in times of commodity price volatility. The inability of our customers to pay us in a timely manner or to pay increased rates, particularly large national accounts, could negatively affect our operating results.

favorable to us or at all. In addition, we may be unable to obtain the necessary regulatory approvals to complete potential acquisitions. The integration of acquired businesses and other assets may require significant management time and resources that would otherwise be available for the ongoing management of our existing operations. Furthermore, acquired assets may be subject to liabilities and risks that were not identified at the time they were acquired.

A portion of our growth and future financial performance depends on our ability to integrate acquired businesses and the success of our acquisitions.

One component of our growth strategy involves achieving economies of scale and operating efficiencies by growing through acquisitions. We may not achieve these goals unless we are able to effectively combine the operations of acquired businesses with our existing operations. Similar risks may affect contracts that we are awarded to operate municipally-owned assets, such as landfills. In addition, we are not always able to control the timing of our acquisitions. Our inability to complete acquisitions within the time frames that we expect may cause our operating results to be less favorable than expected.

Even if we are able to make acquisitions on advantageous terms and are able to integrate them successfully into our operations and organization, some acquisitions may not fulfill our anticipated financial or strategic objectives in a given market due to factors that we cannot control, such as the price of crude oil, market position, competition, customer base, loss of key employees, third-party legal challenges or governmental actions. In addition, we may change our strategy with respect to a market or acquired businesses and decide to sell such operations at a loss, or keep those operations and recognize an impairment of goodwill and/or intangible assets. Similar risks may affect contracts that we are awarded to operate municipally owned assets, such as landfills.

Each business that we acquire or have acquired may have liabilities or risks that we fail or are unable to discover, or that become more adverse to our business than we anticipated at the time of acquisition.

It is possible that the operations or sites we have acquired in the past, or which we may acquire in the future, have liabilities or risks with respect to former or existing operations or properties, or otherwise, which we have not been able to identify and assess through our due diligence investigations. As a successor owner, we may be legally responsible for those liabilities that arise from businesses that we acquire. Even if we obtain legally enforceable representations, warranties and indemnities from the sellers of such businesses, they may not cover the liabilities fully or the sellers may not have sufficient funds to perform their obligations. Some environmental liabilities, even if we do not expressly assume them, may be imposed on us under various regulatory schemes and other applicable laws regardless of whether we caused or contributed to any conditions that result in such liabilities. In addition, our insurance program may not cover such sites and will not cover liabilities associated with some environmental issues that may have existed prior to attachment of coverage. A successful uninsured claim against us could harm our financial condition or operating results. Furthermore, risks or liabilities of which we are unaware or we judge to be not material or remote at the time of acquisition may develop into more serious risks to our business. Any adverse outcome resulting from such risks or liabilities could harm our operations and financial results and create negative publicity, which could damage our reputation and competitive position.

The seasonal nature of our business and "event-driven" waste projects cause our results to fluctuate.

Based on historic trends, we expect our operating results to vary seasonally, with revenues typically lowest in the first quarter, higher in the second and third quarters, and lower in the fourth quarter than in the second and third quarters. This seasonality reflects the lower volume of solid waste generated during the late fall, winter and early spring because of decreased construction and demolition activities during the winter months in the U.S. and reduced drilling activity during harsh weather conditions. Conversely, mild winter weather conditions may reduce demand for oil and natural gas, which may cause our customers to curtail their drilling programs, which could result in production of lower volumes of waste.

Our business is located mainly in the Southern, Midwestern and Eastern United States. Therefore, our business, financial condition, and results of operations are susceptible to downturns in the general economy in these geographic regions and other factors affecting the regions, such as state regulations and severe weather conditions.

Adverse winter weather conditions slow waste collection activities, resulting in higher labor and operational costs. Greater precipitation in the winter increases the weight of collected waste, resulting in higher disposal costs, which are calculated on a per ton basis, and increased leachate disposal costs. Certain weather conditions, including severe storms, may result in temporary suspension of our operations, which can significantly impact the operating results of the affected areas. Conversely, weather-related occurrences and other "event-driven" waste projects can boost revenues through heavier weight loads or additional work for a limited time period. These factors impact period-to-period comparisons of financial results.

We may be subject in the normal course of business to judicial, administrative or other third-party proceedings that could interrupt or limit our operations, result in adverse judgments, settlements or fines and create negative publicity.

Individuals, citizens groups, trade associations, community groups or environmental activists may bring actions against us in connection with our operations that could interrupt or limit the scope of our business. Many of these matters raise difficult and

resale and purchase prices of, and market demand for, recyclable materials fluctuate due to changes in economic conditions and numerous other factors beyond our control. These fluctuations may affect our financial condition, results of operations and cash flows.

Increases in labor and disposal and related transportation costs could impact our financial results.

Our continued success will depend on our ability to attract and retain qualified personnel. We compete with other businesses in our markets for qualified employees. From time to time, the labor supply is tight in some of our markets. A shortage of qualified employees, such as truck drivers or mechanics, would require us to enhance our wage and benefits packages to compete more effectively for employees, to hire more expensive temporary employees or to contract for services with more expensive third-party vendors. Labor is one of our highest costs and relatively small increases in labor costs per employee could materially affect our cost structure. If we fail to attract and retain qualified employees, control our labor costs during periods of declining volumes or recover any increased labor costs through increased prices we charge for our services or otherwise offset such increases with cost savings in other areas, our operating margins could suffer. Disposal and related transportation costs are a significant cost category for us. If we incur increased disposal and related transportation costs to dispose of solid waste and if we are unable to pass these costs on to our customers, our operating results would suffer.

Efforts by labor unions could divert management attention and adversely affect operating results.

From time to time, labor unions attempt to organize our employees. Some groups of our employees are represented by unions, and we have negotiated collective bargaining agreements with most of these groups. We are currently engaged in negotiations with other groups of employees represented by unions. Additional groups of employees may seek union representation in the future. From time to time, we are subject to unfair labor practice charges, complaints and other legal, administrative and arbitration proceedings initiated against us by unions, the National Labor Relations Board or our employees, which could negatively impact our operating results. Negotiating collective bargaining agreements could divert management attention, which could also adversely affect operating results. If we are unable to negotiate acceptable collective bargaining agreements, we may be subject to labor disruptions, such as union-initiated work stoppages, including strikes. Depending on the type and duration of any labor disruptions, our operating expenses could increase significantly, which could adversely affect our financial condition, results of operations and cash flows.

We could face significant withdrawal liability if we withdraw either individually or as part of a mass withdrawal from participation in any underfunded multiemployer pension plans in which we participate.

We participate in a number of "multiemployer" pension plans administered by employer and employee trustees. We make periodic contributions to these plans pursuant to our various contractual obligations to do so. In the event that we withdraw from participation in or otherwise cease our contributions to one of these plans, then applicable law regarding withdrawal liability could require us to make additional contributions to the plan if it is underfunded, and we would have to reflect that as an expense in our consolidated statement of operations and as a liability on our consolidated balance sheet. Our withdrawal liability that would be paid to any multiemployer plan would depend on the extent of the plan's funding of vested benefits. In the ordinary course of our renegotiation of collective bargaining agreements with labor unions that participate in these plans, we may decide to discontinue participation in a plan, and in that event, we could face a withdrawal liability. Some multiemployer plans in which we participate may from time to time have significant underfunded liabilities. Such underfunding could increase the size of our potential withdrawal liability.

Increases in insurance costs and the amount that we self-insure for various risks could reduce our operating margins and reported earnings.

We maintain high deductible insurance policies for automobile, general, employer's, environmental, directors' and officers', employment practices and fiduciary liability as well as for employee group health insurance, property insurance and workers' compensation. We carry umbrella policies for certain types of claims to provide excess coverage over the underlying policies and per incident deductibles. The amounts that we self-insure could cause significant volatility in our operating margins and reported earnings based on the occurrence and claim costs of incidents, accidents, injuries and adverse judgments. Our insurance accruals are based on claims filed and estimates of claims incurred but not reported and are developed by our management with assistance from our third-party actuary and our third-party claims administrator. To the extent these estimates are inaccurate, we may recognize substantial additional expenses in future periods that would reduce operating margins and reported earnings. From time to time, actions filed against us include claims for punitive damages, which are generally excluded from coverage under all of our liability insurance policies. A punitive damage award could have an adverse effect on our reported earnings in the period in which it occurs. Significant increases in premiums on insurance that we retain also could reduce our margins.

regulators and the public. While our financial statements have been prepared in accordance with GAAP, we cannot predict the impact of future changes to accounting principles or our accounting policies on our financial statements in the future.

We are subject to substantial governmental regulation and failure to comply with these requirements, as well as enforcement actions and litigation arising from an actual or perceived breach of such requirements, could subject us to fines, penalties and judgments, and impose limits on our ability to operate and expand.

We are subject to potential liability and restrictions under environmental laws and regulations, including those relating to the transportation, recycling, treatment, storage and disposal of wastes, discharges of pollutants to air and water, and the remediation of contaminated soil, surface water and groundwater. The waste management industry has been and will continue to be subject to regulation, including permitting and related financial assurance requirements, as well as attempts to further regulate the industry, including efforts to regulate the emission of GHG. Our operations are subject to a wide range of federal, state and, in some cases, local environmental, odor and noise and land use restrictions. Further restrictions could include:

- limitations on siting and constructing new waste disposal, transfer, recycling or processing facilities or on expanding existing facilities;
- regulations or levies on collection and disposal prices, rates and volumes;
- limitations or bans on disposal or transportation of out-of-state waste or certain categories of waste;
- mandates regarding the management of solid waste, including requirements to recycle, divert or otherwise process certain waste, recycling and other streams; or
- limitations or restrictions on the recycling, processing or transformation of waste, recycling and other streams.

Regulations affecting the siting, design and closure of landfills could require us to undertake investigatory or remedial activities, curtail operations or close landfills temporarily or permanently. Future changes in these regulations may require us to modify, supplement or replace equipment or facilities. The costs of complying with these regulations could be substantial. In order to develop, expand or operate a landfill or other waste management facility, we must have various facility permits and other governmental approvals, including those relating to zoning, environmental protection and land use. These permits and approvals are often difficult, time consuming and costly to obtain and could contain conditions that limit our operations.

We also have significant financial obligations relating to final capping, closure, post-closure and environmental remediation at our existing landfills. We establish accruals for these estimated costs, but we could underestimate such accruals. Environmental regulatory changes could accelerate or increase capping, closure, post-closure and remediation costs, requiring our expenditures to materially exceed our current accruals.

Legislation allowing restrictions on interstate transportation of out-of-state or out-of-jurisdiction waste and certain types of flow control, or judicial interpretations of interstate waste and flow control legislation, could adversely affect our solid and hazardous waste management services.

Additionally, regulations establishing extended producer responsibility ("EPR") are being considered or implemented in many places around the world, including in the U.S. EPR regulations are designed to place either partial or total responsibility on producers to fund the post-use life cycle of the products they create. Along with the funding responsibility, producers may be required to take over management of local recycling programs by taking back their products from end users or managing the collection operations and recycling processing infrastructure. There is no federal law establishing EPR in the U.S.; however, state and local governments could, and in some cases have, taken steps to implement EPR regulations. If wide-ranging EPR regulations were adopted, they could have a fundamental impact on the waste streams we manage and how we operate our business, including contract terms and pricing. A significant reduction in the waste, recycling and other streams we manage could have a material adverse effect on our financial condition, results of operations and cash flows.

Enforcement or implementation of foreign regulations can affect our ability to export products. In 2013, the Chinese government began to strictly enforce regulations that establish limits on moisture and non-conforming materials that may be contained in imported recycled paper and plastics. The higher quality expectations resulting from initiatives such as Operation Green Fence can drive up operating costs in the recycling industry, particularly for single stream MRFs. Single stream MRFs process a wide range of commingled materials and tend to receive a higher percentage of non-recyclables, which results in increased processing and residual disposal costs. If Operation Green Fence or other similar initiatives or new regulations increase our operating costs in the future, and we are not able to recapture those costs from our customers, such regulations could have a material adverse effect on our results of operations.

If we are not able to comply with the requirements that apply to a particular facility or if we operate without the necessary approvals or permits, we could be subject to administrative or civil, and possibly criminal, fines and penalties, and we may be

We generally seek to work with the authorities or other persons involved in these proceedings to resolve any issues raised. If we are not successful, the adverse outcome of one or more of these proceedings could result in, among other things, material increases in our costs or liabilities as well as material charges for asset impairments.

The adoption of climate change legislation or regulations restricting emissions of GHGs could increase our costs to operate.

Our landfill operations emit methane, which is identified as a GHG. There are a number of legislative and regulatory efforts at the state, regional and federal levels to curtail the emission of GHGs to ameliorate the effect of climate change. On August 3, 2015, the EPA finalized the Clean Power Plan rule, which regulates CO₂ emissions from existing power plants, and the Carbon Pollution Standards for new, modified, and reconstructed power plants. Also, on January 14, 2015, the Obama Administration announced the goal of limiting methane emissions via a host of proposed and anticipated regulations directed at the oil and gas industry. On August 18, 2015, the EPA proposed updated methane emissions standards for new and modified oil and gas emissions sources. On August 14, 2015, the EPA proposed updates to its 1996 Emission Guidelines for existing MSW landfills that would further reduce methane emissions, and, in a separate action, the EPA issued a supplemental proposal for reducing methane emissions from new and modified landfills. Comprehensive federal climate change legislation could impose costs on our operations that might not be offset by the revenue increases associated with our lower-carbon service options, the materiality of which we cannot predict. In 2010, the EPA published a PSD and Title V GHG Tailoring Rule, which expanded the EPA's federal air permitting authority to include the six GHGs. The rule sets new thresholds for GHG emissions that define when the Clean Air Act of 1970, as amended (the "Clean Air Act"), permits are required. In June 2015, the EPA and the Department of Transportation's National Highway Traffic Safety Administration proposed a national program that would establish the next phase of GHG emissions and fuel efficiency standards for medium and heavy-duty vehicles. The current requirements of these rules have not significantly affected our operations or cash flows, due to the tailored thresholds and exclusions of certain emissions from regulation. However, if certain changes to these regulations were enacted, such as lowering the thresholds or the inclusion of biogenic emissions, then the amendments could have an adverse effect on our operating costs.

Future changes in laws or renewed enforcement of laws regulating the flow of solid waste in interstate commerce could adversely affect our operating results.

Various state and local governments have enacted, or are considering enacting, laws and regulations that restrict the disposal within the jurisdiction of solid waste generated outside the jurisdiction. In addition, some state and local governments have promulgated, or are considering promulgating, laws and regulations which govern the flow of waste generated within their respective jurisdictions. These "flow control" laws and regulations typically require that waste generated within the jurisdiction be directed to specified facilities for disposal or processing, which could limit or prohibit the disposal or processing of waste in our transfer stations and landfills. Such flow control laws and regulations could also require us to deliver waste collected by us within a particular jurisdiction to facilities not owned or controlled by us, which could increase our costs and reduce our revenues. In addition, such laws and regulations could require us to obtain additional costly licenses or authorizations to be deemed an authorized hauler or disposal facility.

The waste management industry is undergoing fundamental change as traditional waste streams are increasingly viewed as renewable resources and changes in laws and environmental policies may limit the items that enter the waste stream, any of which may adversely impact volumes and tipping fees at our landfills. Alternatives to landfill disposal may cause our revenues and operating results to decline.

As we have continued to develop our landfill capacity, the waste management industry has increasingly recognized the value of the waste stream as a renewable resource and new alternatives to landfilling are being developed that seek to maximize the renewable energy and other resource benefits of waste. We are increasingly competing with companies that seek to use parts of the waste stream as feedstock for renewable energy supplies. In addition, environmental initiatives, such as product stewardship and EPR, which hold manufacturers or other actors in the product life cycle responsible for the disposal of manufactured goods, may reduce the volume of products that enter the waste stream. Further, there may be changes in the laws that reclassify items in the waste stream as hazardous or that prohibit the disposal of certain wastes in our landfills. These alternatives and changes in laws may impact the demand for landfill space, which may affect our ability to operate our landfills at full capacity, as well as the tipping fees and prices that we can charge for utilization of landfill space. As a result, our revenues and operating margins could be adversely affected.

Counties and municipalities in which we own and operate landfills may be required to formulate and implement comprehensive plans to reduce the volume of solid waste deposited in landfills through waste planning, composting, recycling or other programs. Some state and local governments prohibit the disposal of certain types of wastes, such as yard waste, at landfills. Such actions have reduced and may in the future further reduce the volume of waste going to landfills in certain areas, which may affect our ability to operate our landfills at full capacity and could adversely affect our operating results.

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- pay dividends on, repurchase or make distributions in respect of capital stock or make other restricted payments;
- place limitations on distributions from restricted subsidiaries;
- issue or sell capital stock of restricted subsidiaries;
- guarantee certain indebtedness;
- make certain investments;
- sell or exchange assets;
- enter into transactions with affiliates;
- create certain liens; and
- consolidate, merge or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis.

A breach of any of these covenants could result in a default under one or more of these agreements, including as a result of cross default provisions, and, in the case of our existing revolving credit facility, permit the lenders to cease making loans to us.

We may utilize derivative financial instruments to reduce our exposure to market risks from changes in interest rates on our variable rate indebtedness and we will be exposed to risks related to counterparty credit worthiness or non-performance of these instruments.

We may enter into pay-fixed interest rate swaps to limit our exposure to changes in variable interest rates. Such instruments may result in economic losses should exchange rates decline to a point lower than our fixed rate commitments. We will be exposed to credit-related losses which could impact the results of operations in the event of fluctuations in the fair value of the interest rate swaps due to a change in the credit worthiness or non-performance by the counterparties to the interest rate swaps. See Note 8, Derivative Instruments and Hedging Activities, to our audited consolidated financial statements included elsewhere in this Form 10-K.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our corporate headquarters is located at 90 Fort Wade Rd, Ponte Vedra, Florida 32081, where we currently lease approximately 63,000 square feet of office space under a lease expiring through 2020. We also maintain regional administrative offices in North Carolina, Georgia and Illinois.

Our principal property and equipment consists of land, landfills, buildings, vehicles and equipment. We own or lease real property in the states in which we conduct operations. At December 31, 2015, we owned or operated 93 collection operations, 76 transfer stations, 39 active solid waste landfills and 21 recycling facilities in 17 states and the Bahamas. In aggregate, our active solid waste landfills total approximately 21,000 acres, including approximately 11,700 permitted and expansion acres. "Expansion acreage" consists of unpermitted acreage where the related expansion efforts meet our criteria to be included as expansion airspace. A discussion of the related criteria is included within the Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates and Assumptions section included herein. We also own or have responsibilities for five closed landfills. We believe that our property and equipment are adequate for our current needs.

ITEM 3. LEGAL PROCEEDINGS

Information regarding our legal proceedings can be found under the "Commitments and Contingencies" section of Note 20 of our consolidated financial statements included in Item 8 of this report and is incorporated herein by reference.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Not applicable.

ITEM 6. SELECTED FINANCIAL DATA

The information below was derived from the audited Consolidated Financial Statements included in this report and in previous reports we filed with the SEC. This information should be read together with those Consolidated Financial Statements and the notes thereto. The adoption of new accounting pronouncements, changes in certain accounting policies and certain reclassifications impact the comparability of the financial information presented below. These historical results are not necessarily indicative of the results to be expected in the future.

(In millions of dollars)

	For the Year Ended December 31,				
	2015	2014	2013	2012	2011
Consolidated Statement of Operations Data (a):					
Service revenues	\$ 1,396.4	\$ 1,403.0	\$ 1,319.1	\$ 537.9	\$ 427.4
Costs and expenses:					
Operating	866.6	896.1	832.8	336.7	261.8
Selling, general and administrative (b)	152.6	154.9	170.9	101.0	61.6
Depreciation and amortization	259.1	271.4	278.9	104.1	76.5
Acquisition and development costs	1.4	0.1	1.2	1.2	3.5
Loss on disposal of assets and asset impairments (c)	21.6	6.5	3.2	45.8	14.1
Restructuring	—	4.6	10.0	9.9	—
	1,301.3	1,333.6	1,297.0	598.7	417.5
Operating income (loss)	95.1	69.4	22.1	(60.8)	9.9
Interest expense	(138.0)	(141.5)	(163.1)	(49.4)	(24.5)
Other (expense)/income, net (d)	(10.1)	(25.9)	0.3	(8.1)	(4.3)
(Loss) income before income taxes	(53.0)	(98.0)	(140.7)	(118.3)	(18.9)
(Benefit) provision for income taxes (e)	(19.4)	(80.6)	(45.4)	(13.5)	3.5
Net loss from continuing operations	(33.6)	(17.4)	(95.3)	(104.8)	(22.4)
Income (loss) from discontinued operations, net of tax (f)	—	0.3	(22.5)	(89.2)	0.2
Net loss from continuing operations	(33.6)	(17.1)	(117.8)	(194.0)	(22.2)
Less: net loss attributable to non-controlling interest	—	—	—	(1.4)	(0.2)
Net loss	\$ (33.6)	\$ (17.1)	\$ (117.8)	\$ (192.6)	\$ (22.0)
Consolidated Statement of Cash Flows Data:					
Net cash provided by operating activities	\$ 244.5	\$ 243.2	\$ 180.3	\$ 55.2	\$ 86.8
Net cash used in investing activities	\$ (197.4)	\$ (201.2)	\$ (154.8)	\$ (1,980.5)	\$ (133.7)
Net cash (used in)/provided by financing activities	\$ (47.5)	\$ (53.0)	\$ (32.3)	\$ 1,937.2	\$ 40.7
Consolidated Balance Sheet Data:					
Total assets (h)	\$ 3,422.3	\$ 3,489.5	\$ 3,554.2	\$ 3,725.2	\$ 1,371.0
Debt, including current portion (g) (h)	\$ 2,247.1	\$ 2,243.0	\$ 2,259.3	\$ 2,272.5	\$ 435.8
Total stockholders' equity	\$ 489.8	\$ 528.9	\$ 551.5	\$ 662.5	\$ 721.5

(a) We completed the Veolia Acquisition on November 20, 2012 and the results of operations have been consolidated from the date of acquisition.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the "Selected Financial Data" included in Item 6 of this Annual Report on Form 10-K, our consolidated financial statements and the related notes included elsewhere in this report.

Overview

We are a leading integrated provider of non-hazardous solid waste collection, transfer, recycling and disposal services, operating primarily in secondary markets or under exclusive arrangements. We have a presence in 17 states across the Midwest, South and East regions of the United States, serving approximately 2.8 million residential and 202,000 C&I customers through our extensive network of 93 collection operations, 76 transfer stations, 21 owned or operated recycling facilities and 39 owned or operated landfills. We seek to drive financial performance in markets in which we own or operate a landfill or in certain disposal-neutral markets, where the landfill is owned by our municipal customer. In markets in which we own or operate a landfill, we aim to create and maintain vertically integrated operations through which we manage a majority of our customers' waste from the point of collection through the point of disposal, a process we refer to as internalization. By internalizing a majority of the waste in these markets, we are able to deliver high quality customer service while also ensuring a stable revenue stream and maximizing profitability and cash flow from operations. In disposal-neutral markets, we focus selectively on opportunities where we can negotiate exclusive arrangements with our municipal customers, facilitating highly-efficient and profitable collection operations with lower capital requirements.

Geographically, we focus our business principally in secondary, or less densely populated non-urban, markets where the presence of large national providers is generally more limited. We also compete selectively in primary, or densely populated urban, markets where we can capitalize on opportunities for vertical integration through our high-quality transfer and disposal infrastructure and where we can benefit from highly-efficient collection route density. We maintain an attractive mix of revenue from varying sources, including residential collections, C&I collections, landfill gas and special waste streams, and fees charged to third parties for disposal in our network of transfer stations and landfills, with limited exposure to commodity sales. We also benefit from a high degree of customer diversification, with no single customer accounting for more than 2% of revenue for the twelve months ended December 31, 2015. Our business mix and large and diverse customer base, combined with our long term contracts and historically high renewal rates, provide us with significant revenue and earnings stability and visibility.

We intend to grow our business and expand the scope of our operations by adding new C&I customers, securing additional exclusive municipal contracts and executing value enhancing, tuck-in acquisitions, while maintaining a relentless focus on prudent cost management and pricing discipline. To this end, we are committed to investing in strategic infrastructure including the development and enhancement of our landfills, the conversion of our residential collection fleet to automated vehicles and the conversion of our collection fleet to CNG-fueled vehicles in certain markets in which we can achieve an attractive return on our investment. In addition to our focus on growing revenues and enhancing profitability, we remain financially disciplined through our careful management of returns on equity and capital deployed.

Our fiscal year ends December 31 of each year and we refer to the fiscal year ended December 31, 2015 as "fiscal 2015," the fiscal year ended December 31, 2014 as "fiscal 2014" and the fiscal year ended December 31, 2013 as "fiscal 2013".

How We Generate Revenue

Through our subsidiaries, we generate revenue primarily by providing collection and disposal services to commercial, industrial, municipal and residential customers. Our remaining revenue is generated from recycling, fuel fees and environmental fees, landfill gas-to-energy operations and other ancillary revenue-generating activities. Revenues from our collection operations consist of fees we receive from municipal, subscription, residential and C&I customers and are influenced by factors such as collection frequency, type of collection equipment furnished, type and volume or weight of the waste collected, distance to the recycling, transfer station or disposal facilities and our disposal costs. Our standard C&I service agreement is a five-year renewable agreement. Management believes we maintain strong relationships with our C&I customers, which is supported by an approximate 10% commercial customer churn rate since we started tracking this information eight quarters ago. Our municipal customer relationships are generally supported by exclusive contracts ranging from three to ten years in initial duration, with subsequent renewal periods, and we have historically achieved a renewal rate of approximately 84% with these customers. Certain of our municipal contracts have annual price escalation clauses that are tied to changes in an underlying base index such as the consumer price index. We provide commercial front load and temporary and permanent rolloff service offerings to our customers. While the majority of our rolloff services are provided to customers under long-term service agreements, we generally do not enter into contracts with our temporary rolloff customers due to the relatively short-term nature of most C&D projects.

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Adverse winter weather conditions can slow waste collection activities, resulting in higher labor and operational costs. Greater precipitation in the winter increases the weight of collected waste, resulting in higher disposal costs, which are calculated on a per ton basis and increased leachate disposal costs. Certain weather conditions, including severe storms, may result in temporary suspension of our operations, which can significantly impact the operating results of the affected areas. Conversely, weather related occurrences and other "event driven" waste projects can boost revenues through heavier weight loads or additional work for a limited time period. These factors impact period to period comparisons of financial results.

Results of Operations

The following table sets forth for the periods indicated our consolidated results of operations and the percentage relationship that certain items from our consolidated financial statements bear to revenue (in millions and as a percentage of our revenue).

	Year ended December 31,					
	2015		2014		2013	
Service revenues	\$ 1,396.4	100.0%	\$ 1,403.0	100.0%	\$ 1,319.1	100.0%
Operating costs and expenses						
Operating	866.6	62.1%	896.1	63.9%	832.8	63.1%
Selling, general and administrative	152.6	10.9%	154.9	11.0%	170.9	13.0%
Depreciation and amortization	259.1	18.6%	271.4	19.3%	278.9	21.1%
Acquisition and development costs	1.4	0.1%	0.1	—%	1.2	0.1%
Loss on disposal of assets and asset impairments	21.6	1.5%	6.5	0.5%	3.2	0.2%
Restructuring charges	—	—%	4.6	0.3%	10.0	0.8%
Total operating costs and expenses	1,301.3	93.2%	1,333.6	95.1%	1,297.0	98.3%
Operating income	\$ 95.1	6.8%	\$ 69.4	4.9%	\$ 22.1	1.7%

Operating income increased in fiscal 2015 from fiscal 2014 due to the favorable net impact of acquiring higher margin businesses while divesting of lower margin operations, pricing gains, lower net fuel costs, which is defined as fuel expense less fuel recovery fees, reduced depreciation and amortization expense, lower risk management expense, decreased selling, general and administrative costs due to completion of the rebranding and integration efforts associated with the Veolia Acquisition, partially offset by lower special waste volumes, reduced revenue from sale of recyclables and higher repairs and maintenance costs.

Operating income increased \$47.3, or 214.0%, in fiscal 2014 to \$69.4 from \$22.1 in fiscal 2013 as a result of organic growth, the full year impact of acquisitions, decreased selling, general and administrative costs, and lower restructuring charges.

Revenue

The following table sets forth our consolidated revenues for the periods indicated (in millions and as a percentage of our total revenue).

	Year ended December 31,					
	2015		2014		2013	
Collection	\$ 971.4	69.6 %	\$ 950.8	67.8 %	\$ 897.3	68.0 %
Disposal	499.0	35.7 %	492.8	35.1 %	453.8	34.4 %
Sale of recyclables	24.8	1.8 %	33.5	2.4 %	35.9	2.7 %
Fuel fees and environmental fees	85.8	6.1 %	92.8	6.6 %	81.5	6.2 %
Other	82.2	5.9 %	95.5	6.8 %	95.2	7.2 %
Intercompany eliminations	(266.8)	(19.1)%	(262.4)	(18.7)%	(244.6)	(18.5)%
Total	\$ 1,396.4	100.0 %	\$ 1,403.0	100.0 %	\$ 1,319.1	100.0 %

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- Other expenses, which include expenses such as facility operating costs, equipment rent, leachate treatment and disposal, and other landfill maintenance costs.
- Accretion expense related to landfill capping, closure and post-closure is included in “Operating Expenses” in our consolidated income statements, however, it is excluded from the table below (refer to discussion below “Accretion of Landfill Retirement Obligations” for a detailed discussion of the changes in amounts).

The following table summarizes the major components of our operating expenses, excluding accretion expense on our landfill retirement obligations (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Labor and related benefits	\$ 286.7	20.5%	\$ 281.3	20.0%	\$ 261.7	19.8%
Transfer and disposal costs	195.2	14.0%	207.8	14.8%	189.1	14.3%
Maintenance and repairs	123.7	8.9%	114.9	8.2%	102.5	7.8%
Fuel	66.6	4.8%	101.3	7.2%	99.7	7.6%
Franchise fees and taxes	67.1	4.8%	64.8	4.6%	57.1	4.3%
Risk management	25.9	1.9%	28.4	2.0%	23.5	1.8%
Other	88.3	6.3%	84.1	6.0%	85.5	6.5%
Total operating expenses	\$ 853.5	61.1%	\$ 882.6	62.9%	\$ 819.1	62.1%

The cost categories shown above may not be comparable to similarly titled categories used by other companies.

Fiscal Year Ended December 31, 2015 compared to 2014

Operating expenses decreased by \$29.1, or 3.3%, to \$853.5 for 2015 from \$882.6 in 2014. Operating expenses, as a percentage of revenue, decreased by 180 basis points in 2015 from 2014. The change was due to the following:

- Labor and related benefits increased by \$5.4, or 1.9%, to \$286.7, which was primarily attributable to merit increases and acquisition activity partially offset by disposal of certain businesses, as discussed in Note 1 to the audited consolidated financial statements
- Transfer and disposal costs decreased by \$12.6, or 6.1%, to \$195.2. The decrease was primarily attributable to divestitures of certain businesses (Note 1 to the audited consolidated financial statements), decreased fuel surcharges from vendors, decreased trucking costs as a result of decreased special waste volumes and reduced sub contract costs.
- Maintenance and repairs expense increased by \$8.8, or 7.7%, to \$123.7. The increase was driven primarily by the implementation of a standardized preventative maintenance plan on our collection fleet and landfill equipment which resulted in increased labor and material costs and increased container repair costs related to increased collection volumes. Additionally, costs increased as a result of acquisition activity.
- Fuel costs decreased \$34.7, or 34.3%, to \$66.6 primarily resulting from decreases in fuel prices per gallon, less severe weather, and converting trucks to compressed natural gas fuel which is cheaper than diesel fuel.
- Franchise fees and taxes increased \$2.3, or 3.5%, to \$67.1 for 2015 primarily due to changes in the mix of waste in disposal volumes.
- Risk management expenses decreased \$2.5, or 8.8%, to \$25.9 in 2015 primarily due to favorable settlements of prior year claims and an improvement in the development of existing claims compared to the same period in the prior year.
- Other operating costs increased \$4.2, or 5.0%, to \$88.3 in 2015 as a result of increases in leachate costs due to wet weather, increased gas system costs, and increased costs to operate our facilities.

Fiscal Year Ended December 31, 2014 compared to 2013

Operating expenses increased by \$63.5, or 7.8%, to \$882.6 for fiscal 2014 from \$819.1 in fiscal 2013. Operating expenses, as a percentage of revenue, increased by 80 basis points in fiscal 2014 over fiscal 2013. The change was due to the following:

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Rebranding and integration costs are mainly comprised of professional fees, including legal, accounting, and rebranding costs and relate to rebranding all of the acquired and merged businesses' trucks and containers and those costs expended to align the corporate and strategic operations of the acquired and merged businesses. The decrease of \$7.1 in fiscal 2015 compared to 2014 is a result of the completing the overall programs associated with the rebranding and integration of the Veolia Acquisition.

Other selling, general and administrative expenses decreased by \$2.2, or 4.5%, due to lower travel expenses and lower facility costs as a result of cost control measures.

Fiscal Year Ended December 31, 2014 compared to 2013

Salaries expenses increased by \$0.4 in 2014 compared to 2013, but decreased 40 basis points as a percentage of revenue. The increase was primarily due to merit increases in fiscal 2014 offset by lower salaries expense related to a reduction in force that occurred in August 2014 and the resignation of an executive in the first quarter of 2014.

Legal and professional fees increased by \$2.0 in 2014 compared to 2013 primarily as a result of increased fees related to defense of a legal matter. Refer to Note 20 "Commitments and Contingencies" in the audited consolidated financial statements included in Item 8 for further details regarding the legal matter.

Rebranding and integration costs were primarily related to the costs associated with the integration program from the acquisition of Veolia and other entities. The decrease of \$18.7 in 2014 from 2013 is primarily a result of efforts to complete the integration program in fiscal 2014.

Other selling, general and administrative expenses increased by \$0.3 but decreased 20 basis points as a percentage of revenue mainly due to an increase in bank charges and payroll processing costs.

Depreciation and Amortization

The following table summarizes the components of depreciation and amortization expense by asset type (in millions and as a percentage of our revenue). For a detailed discussion of depreciation and amortization by asset type refer to the discussion included in the following two sections herein.

	Year ended December 31,					
	2015		2014		2013	
Depreciation, amortization and depletion of property and equipment	\$ 216.3	15.5%	\$ 229.1	16.3%	\$ 236.7	17.9%
Amortization of other intangible assets and other assets	42.8	3.1%	42.3	3.0%	42.2	3.2%
Depreciation and amortization	<u>\$ 259.1</u>	<u>18.6%</u>	<u>\$ 271.4</u>	<u>19.3%</u>	<u>\$ 278.9</u>	<u>21.1%</u>

Depreciation, Amortization and Depletion of Property and Equipment

Depreciation, amortization and depletion expense includes depreciation of fixed assets over the estimated useful life of the assets using the straight-line method, and amortization and depletion of landfill airspace assets under the units-of-consumption method. We depreciate all fixed assets to a zero net book value, and do not apply salvage values.

The following table summarizes depreciation, amortization and depletion of property and equipment for the periods indicated (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Depreciation and amortization of property and equipment	\$ 127.5	9.1%	\$ 122.8	8.7%	\$ 141.8	10.7%
Landfill depletion and amortization	88.8	6.4%	106.3	7.6%	94.9	7.2%
Depreciation, amortization and depletion expense	<u>\$ 216.3</u>	<u>15.5%</u>	<u>\$ 229.1</u>	<u>16.3%</u>	<u>\$ 236.7</u>	<u>17.9%</u>

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operations have been included in discontinued operations in the accompanying consolidated statements of operations for all periods presented.

Losses from discontinued operations before income tax for fiscal 2015, 2014 and 2013 was \$0.0, \$0.7 and \$29.6, respectively. The decreases in the loss from 2015 to 2014 and 2014 to 2013 were due to the completion of the sale of the businesses that were classified within discontinued operations.

Restructuring Charges

In fiscal 2015, no new restructuring plans were adopted and no restructuring costs were incurred.

In fiscal 2014, we recognized approximately \$0.4 of severance costs, \$0.6 of lease termination costs and \$0.3 of relocation costs in the Midwest region; \$0.4 of severance costs and \$0.3 of relocation costs in the East region; \$0.2 of severance costs and \$0.8 of relocation costs in the South region; as well as \$1.6 of primarily relocation costs for Corporate.

In fiscal 2013, we recognized approximately \$2.5 of severance costs, \$1.7 of lease termination costs and \$2.3 of relocation costs in the Midwest region; \$0.6 of lease termination costs in the East region; \$0.3 of lease termination costs in the South region and \$0.3 of other expenses; as well as \$2.3 of severance costs for Corporate.

Other, Net

Changes in the fair value and settlements of the fuel derivative instruments are recorded in other (expense) income, net in the audited consolidated statements of operations and amounted to an expense of \$15.4 and \$29.0 for fiscal 2015 and 2014, respectively. Income from equity investee for fiscal 2015, 2014 and 2013 was \$1.3, \$1.2 and \$0.8, respectively. We realized a gain on sale of \$2.5 from the disposition of an investment security in fiscal 2015.

Interest Expense

The following table provides the components of interest expense for the periods indicated (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Interest expense on debt and capital lease obligations	\$ 119.4	8.6 %	\$ 123.1	8.8 %	\$ 140.1	10.6%
Accretion of original issue discounts and loan costs	19.5	1.4 %	20.0	1.4 %	17.6	1.3%
Amortization of terminated interest rate swaps	—	— %	—	— %	6.0	0.5%
Less: Capitalized interest	(0.9)	(0.1)%	(1.6)	(0.1)%	(0.6)	—%
Total Interest Expense	\$ 138.0	9.9 %	\$ 141.5	10.1 %	\$ 163.1	12.4%

Interest expense decreased in fiscal 2015 from fiscal 2014 due to the benefit from lower debt levels on the Term Loan B Facility (as defined below) in fiscal 2015 compared to fiscal 2014. Interest expense decreased in fiscal 2014 from fiscal 2013 as a result of refinancing the Term Loan B Facility, which lowered the overall interest rate on the Term Loan B Facility by 50 basis points. Additionally, we benefited from lower debt levels on the Term Loan B Facility in fiscal 2014 compared to fiscal 2013.

Debt Modifications

We modified our Term Loan B Facility in February 2014 and 2013 and incurred approximately \$1.3 and \$22.5, respectively of costs in connection with the modifications, which were recorded as a reduction to long-term debt and are being amortized as and adjustment to interest expense using the effective interest rate method. The modification in February 2014 lowered the interest rate floor by 50 basis points and the modification in February 2013 lowered the margin by 100 basis points. No gain or loss was recorded upon consummation of the transaction, as it was treated as a modification of debt in accordance with current accounting guidance.

Reportable Segments

Our operations are managed through three geographic regions (South, East and Midwest) that we designate as our reportable segments. Revenues and operating income/(loss) for our reportable segments for the periods indicated, is shown in the following tables (in millions):

	Services Revenue	Operating Income (Loss)	Depreciation and Amortization
For the Year Ended December 31,			
2015			
South	\$ 488.7	\$ 66.9	\$ 73.2
East	366.3	25.0	74.0
Midwest	541.5	61.1	103.8
Corporate	(0.1)	(57.9)	8.1
	<u>\$ 1,396.4</u>	<u>\$ 95.1</u>	<u>\$ 259.1</u>
For the Year Ended December 31,			
2014			
South	\$ 493.7	\$ 72.2	\$ 70.3
East	364.3	8.7	85.1
Midwest	545.2	51.2	108.1
Corporate	(0.2)	(62.7)	7.9
	<u>\$ 1,403.0</u>	<u>\$ 69.4</u>	<u>\$ 271.4</u>
For the Year Ended December 31,			
2013			
South	\$ 475.4	\$ 66.4	\$ 79.0
East	331.1	7.7	78.7
Midwest	512.6	39.6	112.6
Corporate	—	(91.6)	8.6
	<u>\$ 1,319.1</u>	<u>\$ 22.1</u>	<u>\$ 278.9</u>

Comparison of Reportable Segments—Fiscal 2015 compared to Fiscal 2014

South Segment

Revenue for fiscal 2015 decreased \$5.0 or 1.0% from fiscal 2014. Approximately \$14.0 of the decline was due to the divestiture of businesses (see Note 1 "Business Operations" in the audited consolidated financial statements), \$2.2 was due to declines in commodity revenue, and \$1.3 was due to declines in fuel fee revenue. The decrease was partially offset by a \$12.5 increase in disposal revenue impacted by stronger volumes and pricing gains.

Operating income from our South Region decreased by \$5.3 or 7.3% from fiscal 2014. The decrease in operating income was driven by an increase in the loss on disposal of assets of \$12.7, higher franchise fees of \$3.9, higher repair and maintenance expense of \$3.2, higher wages of \$3.2, and increased sub contract costs of \$2.2. The decreases were partially offset by a reduction in fuel expense of \$13.7 and increases due to disposal volumes and pricing gains discussed above.

East Segment

Revenue for fiscal 2015 increased \$2.0, or 0.5% from fiscal 2014. The segment's revenue increase was driven by new contract wins and acquisitions, which accounted for approximately \$12.3 and higher environmental fees of \$2.6. The increase was partially offset by lower rolloff volume of \$5.3, lower fuel recovery fees of \$3.7, and lower disposal volume of \$2.3.

Operating income from our East Region increased by \$16.3, or 187%, from fiscal 2014 to \$25.0 in fiscal 2015, which was primarily the result of lower depreciation and amortization of \$11.1 due to an increase in landfill densities, lower fuel fees of \$8.2, and reduced disposal costs of \$1.7. The increase was partially offset by higher wages of \$3.1 and higher repairs and maintenance expense of \$2.8.

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Term Loan B Facility and Revolving Credit Facility in the fourth quarter of fiscal 2014. We expect to have a working capital deficit for the foreseeable future as excess cash flows from operations are utilized to either complete acquisitions or pay additional amounts on our Term Loan B Facility.

We have more than adequate availability under our Revolving Credit Facility, which was \$222.1, \$241.9 and \$221.3 at December 31, 2015, 2014 and 2013, respectively, to fund short term working capital requirements.

Summary of Cash and Cash Equivalents, Restricted Cash and Debt Obligations

The table below presents a summary of our cash and cash equivalents, restricted cash and debt balances as of December 31, 2015 and 2014 (in millions):

	December 31,	
	2015	2014
Cash and cash equivalents	\$ 0.6	\$ 1.0
Total restricted funds	\$ —	\$ 0.2
Debt:		
Current portion	\$ 49.1	\$ 25.3
Long-term portion	2,198.0	2,217.7
Total debt	\$ 2,247.1	\$ 2,243.0

Long-term debt decreased due to scheduled payments on the Term B Loan as well as prepayments of \$15.5. The current portion of debt increased due to borrowings of \$32.0 on the Revolving Credit Facility to fund acquisitions in the fourth quarter of fiscal 2015.

Summary of Cash Flow Activity

The following table sets forth for the periods indicated a summary of our cash flows (in millions):

	For the Years Ended December 31,		
	2015	2014	2013
Net cash provided by operating activities	\$ 244.5	\$ 243.2	\$ 180.3
Net cash used in investing activities	\$ (197.4)	\$ (201.2)	\$ (154.8)
Net cash used in financing activities	\$ (47.5)	\$ (53.0)	\$ (32.3)

Cash Flows Provided by Operating Activities

In fiscal 2015, we generated \$244.5 of cash flows from operating activities compared to \$243.2 in fiscal 2014, representing an increase of \$1.3. The increase in 2015 is the result of a decrease in accounts receivable as a result of increased emphasis on collections offset by the impact of an increase in capping, closure and post closure expenditures as a result of several large capping projects during 2015. In 2014, we generated \$243.2 of cash flows from operating activities compared to \$180.3 in 2013, representing an increase of \$62.9. The increase in 2014 is a result of lower integration and restructuring costs of approximately \$18.7 and a focus on days sales outstanding as well as organic and acquisition growth year over year.

Cash Flows Used in Investing Activities

We used \$197.4 of cash in fiscal 2015 for investing activities, of which \$179.7 was utilized to acquire property and equipment and for landfill cell construction and development and \$50.0 was utilized for acquisitions. Further, we divested certain businesses and received \$14.7 in cash and we redeemed an investment and received \$15.0 in proceeds.

We used \$201.2 of cash in fiscal 2014 in investing activities, of which \$196.4 was utilized to acquire property and equipment and for landfill cell construction and development and \$9.9 was utilized for acquisitions. Further, we divested certain businesses and received \$2.1 in cash related to those divestitures.

We used \$154.8 of cash in investing activities in fiscal 2013, of which \$158.1 was utilized to acquire property and equipment and for landfill construction and development, \$29.8 was utilized to acquire new businesses and \$20.6 was paid to settle the net

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Fiscal Quarter Ending	Maximum Total Leverage Ratio
December 31, 2014 through December 30, 2015	7.50:1.00
December 31, 2015 through December 30, 2016	7.00:1.00
December 31, 2016 and thereafter	6.50:1.00

The actual total leverage ratio at December 31, 2015 and 2014 was 6.11:1.00 and 6.12:1.00, respectively.

8 1/4% Senior Notes due 2020

On October 9, 2012, the Company issued \$550 aggregate principal amount of 8 1/4% Senior Notes, which mature in October 2020, pursuant to the Indenture between the Company and Wells Fargo Bank, National Association, as trustee. In December 2013, we exchanged all of the outstanding notes for registered notes with identical terms. As of December 31, 2015, we were in compliance with the covenants under the Indenture. See Note 13, Long-Term Debt, to our consolidated financial statements for additional details regarding the notes.

Off-Balance Sheet Arrangements

As of December 31, 2015, we had no off-balance sheet debt or similar obligations, other than financial assurance instruments and operating leases, which are not classified as debt. We do not guarantee any third-party debt.

Liquidity Impacts of Income Tax Items

Uncertain Tax Positions—As of December 31, 2015, we have \$7.3 of liabilities associated with unrecognized tax benefits. These liabilities are primarily included as a component of “Other long-term liabilities” in our consolidated balance sheets because we generally do not anticipate that settlement of the liabilities will require payment of cash within the next 12 months. We are not able to reasonably estimate when we would make any cash payments required to settle these liabilities, but we do not believe that the ultimate settlement of our obligations will materially affect our liquidity.

Financial Assurance

We must provide financial assurance to governmental agencies and a variety of other entities under applicable environmental regulations relating to our landfill operations for capping, closure and post-closure costs, and related to our performance under certain collection, landfill and transfer station contracts. We satisfy these financial assurance requirements by providing surety bonds, letters of credit or trust deposits, which are included in restricted cash and marketable securities. The amount of the financial assurance requirements for capping, closure and post-closure costs is determined by applicable state environmental regulations. The financial assurance requirements for capping, closure and post-closure costs may be associated with a portion of the landfill or the entire landfill. Generally, states require a third-party engineering specialist to determine the estimated capping, closure and post-closure costs that are used to determine the required amount of financial assurance for a landfill. The amount of financial assurance required can, and generally will, differ from the obligation determined and recorded under GAAP. The amount of the financial assurance requirements related to contract performance varies by contract. Additionally, we must provide financial assurance for our insurance program and collateral for certain performance obligations. We do not expect a material increase in financial assurance requirements in the foreseeable future, although the mix of financial assurance instruments may change.

These financial instruments are issued in the normal course of business and are not considered company indebtedness. Because we currently have no liability for these financial assurance instruments, they are not reflected in our consolidated balance sheets. However, we record capping, closure and post-closure liabilities and self-insurance liabilities as they are incurred. The underlying obligations of the financial assurance instruments, in excess of those already reflected in our consolidated balance sheets, would be recorded if it is probable that we would be unable to fulfill our related obligations. We do not expect this to occur.

Contractual Commitments

We have various contractual obligations in the normal course of our operations and financing activities. The following table summarizes our contractual cash obligations as of December 31, 2015 (in millions):

Final Capping—Includes installing flexible membrane and geosynthetic clay liners, drainage and compact soil layers, and topsoil, and is constructed over an area of the landfill where total airspace capacity has been consumed and waste disposal operations have ceased. These final capping activities occur in phases as needed throughout the operating life of a landfill as specific areas are filled to capacity and the final elevation for that specific area is reached in accordance with the provisions of the operating permit. Final capping asset retirement obligations are recorded on a units-of-consumption basis as airspace is consumed related to the specific final capping event with a corresponding increase in the landfill asset. Each final capping event is accounted for as a discrete obligation and recorded as an asset and a liability based on estimates of the discounted cash flows and capacity associated with each final capping event.

Closure and post-closure—These activities involve methane gas control, leachate management and groundwater monitoring, surface water monitoring and control, and other operational and maintenance activities that occur after the site ceases to accept waste. The post-closure period generally runs for 30 years after final site closure for landfills. Landfill costs related to closure and post-closure are recorded as an asset retirement obligation as airspace is consumed over the life of the landfill with a corresponding increase in the landfill asset. Obligations are recorded over the life of the landfill based on estimates of the discounted cash flows associated with performing closing and post-closure activities.

Annually we update our estimates for these obligations considering the respective State regulatory requirements, input from our internal engineers, operations, and accounting personnel and external consulting engineers. The closure and post-closure requirements are established under the standards of the EPA's Subtitle D regulations as implemented and applied on a state-by-state basis. These estimates involve projections of costs that will be incurred as portions of the landfill are closed and during the post-closure monitoring period.

Capping, closure and post-closure costs are estimated assuming such costs would be incurred by a third party contractor in present day dollars and are inflated by the 25-year average change in the historical Consumer Price Index ("CPI") (consistent historical rate which approximates historical CPI per government website of 2.50% from 1990 to 2015) to the time periods within which it is estimated the capping, closure and post-closure costs will be expended. We discount these costs to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred, consistent with the expected cash flow approach. Any change that results in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted-average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The range of rates utilized within the calculation of our asset retirement obligations at December 31, 2015 is between 6.4% and 10.5%.

We record the estimated fair value of the final capping, closure and post-closure liabilities for our landfills based on the capacity consumed in the current period. The fair value of the final capping obligations is developed based on our estimates of the airspace consumed to date for each final capping event and the expected timing of each final capping event. The fair value of closure and post-closure obligations is developed based on our estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations. We assess the appropriateness of the estimates used to develop our recorded balances annually, or more often if significant facts change.

Changes in inflation rates or the estimated costs, timing or extent of future final capping, closure and post-closure activities typically result in both (i) a current adjustment to the recorded liability and landfill asset; and (ii) a change in liability and asset amounts to be recorded prospectively over either the remaining capacity of the related discrete final capping event or the remaining permitted and expansion airspace (as defined below) of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with our amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the final capping event or the remaining permitted and expansion airspace of the landfill, as appropriate. Changes in such estimates associated with airspace that has been fully utilized result in an adjustment to the recorded liability and landfill assets with an immediate corresponding adjustment to landfill airspace amortization expense.

Interest accretion on final capping, closure and post-closure liabilities is recorded using the effective interest method and is recorded in operating expenses in the consolidated statements of operations.

Amortization of Landfill Assets—The amortizable basis of a landfill includes (i) amounts previously expended and capitalized; (ii) capitalized and projected landfill final capping, closure and post-closure costs; (iii) projections of future acquisition and

of tons. We calculate per ton amortization rates for each landfill for assets associated with each final capping event, for assets related to closure and post-closure activities and for all other costs capitalized or to be capitalized in the future. These rates per ton are updated annually, or more often, as significant facts change.

It is possible that our estimates or assumptions could ultimately be significantly different from actual results. In some cases we may be unsuccessful in obtaining an expansion permit or we may determine that an expansion permit that we previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that we will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing and lower profitability may be experienced due to higher amortization rates, higher capping, closure and post-closure rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

The assessment of impairment indicators and the recoverability of our capitalized costs associated with landfills and related expansion projects require significant judgment due to the unique nature of the waste industry, the highly regulated permitting process and the estimates involved. During the review of a landfill expansion application, a regulator may initially deny the expansion application although the permit is ultimately granted. In addition, management may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace, or a landfill may be required to cease accepting waste, prior to receipt of the expansion permit. However, such events occur in the ordinary course of business in the waste industry and do not necessarily result in an impairment of our landfill assets because, after consideration of all facts, such events may not affect our belief that we will ultimately obtain the expansion permit. As a result, our tests of recoverability, which generally make use of a cash flow estimation approach, may indicate that an impairment loss should be recorded. No landfill impairments were recorded for fiscal 2015, 2014 and 2013.

Self-Insurance Reserves and Related Costs

Our insurance programs for workers' compensation, general liability, vehicle liability and employee-related health care benefits are effectively self-insured. Accruals for self-insurance reserves are based on claims filed and estimates of claims incurred but not reported. We maintain high deductibles for commercial general liability, vehicle liability and workers' compensation coverage at \$0.5, \$1.0 and \$0.8, respectively as of December 31, 2015.

Accruals for self-insurance reserves are based on claims filed and estimate of claims incurred but not reported and are recorded gross of expected recoveries. The accruals for these liabilities could be revised if future occurrences of loss development differ significantly from our assumptions.

Loss Contingencies

We are subject to various legal proceedings, claims and regulatory matters, the outcomes of which are subject to significant uncertainty. We determine whether to disclose or accrue for loss contingencies based on an assessment of whether the risk of loss is remote, reasonably possible or probable, and whether it can be reasonably estimated. We analyze our litigation and regulatory matters based on available information to assess the potential liabilities. Management's assessment is developed based on an analysis of possible outcomes under various strategies. We record and disclose loss contingencies pursuant to the applicable accounting guidance for such matters.

We record losses related to contingencies in cost of operations or selling, general and administrative expenses, depending on the nature of the underlying transaction leading to the loss contingency.

Asset Impairment

We monitor the carrying value of our long-lived assets for potential impairment and test the recoverability of such assets whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. These events or changes in circumstances, including management decisions pertaining to such assets, are referred to as impairment indicators. Typical indicators that an asset may be impaired include (i) a significant adverse change in legal factors in the business climate, (ii) an adverse action or assessment by a regulator, and (iii) a significant adverse change in the extent or manner in which a long-lived asset is being utilized or in its physical condition. If an impairment indicator occurs, we perform a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, we will determine whether an impairment has occurred for the asset group for which we can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, we measure any impairment by comparing the fair value of the asset or asset group to its carrying value. Fair value is generally determined by considering: (i) an internally developed discounted projected cash flow

valuation allowances. For a public entity, the amendments in this update are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is permitted for financial statements not previously issued. We elected to prospectively adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements were not retrospectively adjusted.

In August 2015, the FASB issued ASU No. 2015-15, "Interest - Imputation of Interest (Sub-Topic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements". Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. As with ASU No. 2015-03, for a public entity, the amendments in this ASU are effective for annual reporting periods beginning after December 15, 2015, including interim periods within that reporting period. Early application is permitted for financial statements that have not been previously issued. The standard should be adopted retrospectively to each prior reporting period presented and adjusted to reflect the period-specific effects of applying the new guidance. We elected to adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements were not impacted by the adoption of this standard.

In April 2015, the FASB issued ASU 2015-03, Interest - Imputation of Interest, which changes the financial statement presentation of debt issuance costs to be a direct reduction to long-term debt, rather than presented as a long-term asset. The amortization of debt issuance costs will continue to be included in interest expense. This standard is effective for annual reporting periods beginning after December 15, 2015 with early adoption permitted. We elected to adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements have been retrospectively adjusted.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which supersedes previous revenue recognition guidance. The new standard requires that a company recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration the company expects to receive in exchange for those goods or services. Companies will need to use more judgment and estimates than under the guidance currently in effect, including estimating the amount of variable revenue to recognize over each identified performance obligation. Additional disclosures will be required to help users of financial statements understand the nature, amount and timing of revenue and cash flows arising from contracts. In July 2015, the FASB approved a one-year deferral of the effective date. This standard will now become effective for the Company beginning with the first quarter of fiscal 2018 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative effect adjustment as of the date of adoption. The Company is currently evaluating the impact of adopting this new guidance on the consolidated financial statements.

Over the last several years, regulations have been adopted mandating changes in the composition of fuels for motor vehicles. The renewable fuel standards that the EPA sets annually affect the type of fuel our motor vehicle fleet uses. Pursuant to the Energy Independence and Security Act of 2007, the EPA establishes annual renewable fuel volume requirements and separate volume requirements for four different categories of renewable fuels (renewable fuel, advanced biofuel, cellulosic biofuel and biomass-based diesel). These volume requirements set standards for the proportion of refiners' or importers' total fuel volume that must be renewable and must take into account the fuels' impact on reducing GHG emissions. These regulations are one of many factors that may affect the cost of the fuel we use.

At our current consumption levels, a one-cent per gallon change in the price of diesel fuel changes our direct fuel costs by approximately \$0.3 on an annual basis, which would be partially offset by a smaller change in the fuel fees charged to our customers and the impact of changes in fair value of our fuel derivative instruments. Accordingly, a substantial rise or drop in fuel costs could have a material effect on our revenue, cost of operations and operating margin.

Our operations also require the use of certain petrochemical-based products (such as liners at our landfills) whose costs may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products, which would increase our operating and capital costs. We also are susceptible to (1) fuel fees charged by our vendors, and (2) other pricing from our vendors due to their increases in indirect fuel costs.

Commodities Prices

We market recycled products such as cardboard and newspaper from our materials recovery facilities. Market demand for recyclable materials causes volatility in commodity prices. At current volumes and mix of materials, we believe a ten dollar per ton change in the price of recyclable materials will change revenue and operating income by approximately \$6.0 and \$4.7, respectively, on an annual basis.

Inflation and Prevailing Economic Conditions

To date, inflation has not had a significant impact on our operations. Consistent with industry practice, most of our contracts allow us to recover certain costs, including increases in landfill tipping fees and, in some cases, costs. Competitive factors may require us to absorb at least a portion of these cost increases, particularly during periods of high inflation. Our business is located mainly in the Southern, Midwestern and Eastern United States. Therefore, our business, financial condition and results of operations are susceptible to downturns in the general economy in these geographic regions and other factors affecting the regions, such as state regulations and severe weather conditions. We are unable to forecast or determine the timing and/or the future impact of a sustained economic slowdown.

Management Report on Internal Control Over Financial Reporting

Management of the Company, including the principal executive and financial officers, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934, as amended. Our internal controls are designed to provide reasonable assurance as to the reliability of our financial reporting and the preparation of the consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States and includes those policies and procedures that:

- i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the issuer;
- ii. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the issuer are being made only in accordance with authorizations of management and directors of the issuer; and
- iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Management of the Company assessed the effectiveness of our internal control over financial reporting as of December 31, 2015 based on the Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on its assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2015.

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Consolidated Financial Statements Advanced Disposal Services, Inc. and Subsidiaries Consolidated Balance Sheets December 31, 2015 and 2014

(In millions of dollars, except shares)

	2015	2014
Assets		
Current assets		
Cash and cash equivalents	\$ 0.6	\$ 1.0
Accounts receivable, net of allowance for doubtful accounts of \$4.4 and \$5.0, respectively	177.5	188.0
Prepaid expenses and other current assets	33.4	34.2
Deferred income taxes	—	14.6
Total current assets	211.5	237.8
Restricted cash	—	0.2
Other assets, net	22.9	40.8
Property and equipment, net	1,649.9	1,663.9
Goodwill	1,173.5	1,166.9
Other intangible assets, net	364.5	379.9
Total assets	<u>\$ 3,422.3</u>	<u>\$ 3,489.5</u>
Liabilities and Stockholder's Equity		
Current liabilities		
Accounts payable	\$ 98.1	\$ 94.7
Accrued expenses	135.7	130.7
Deferred revenue	63.1	60.0
Current maturities of landfill retirement obligations	30.2	29.2
Current maturities of long-term debt	49.1	25.3
Total current liabilities	376.2	339.9
Other long-term liabilities	55.8	61.2
Long-term debt, less current maturities	2,198.0	2,217.7
Accrued landfill retirement obligations, less current maturities	163.5	171.9
Deferred income taxes	139.0	169.9
Total liabilities	2,932.5	2,960.6
Stockholder's equity		
Common stock: \$.01 par value, 1,000 shares authorized, 1,000 shares issued and outstanding	—	—
Additional paid-in capital	1,101.0	1,105.0
Accumulated other comprehensive income	—	1.5
Accumulated deficit	(611.2)	(577.6)
Total stockholder's equity	489.8	528.9
Total liabilities and stockholder's equity	<u>\$ 3,422.3</u>	<u>\$ 3,489.5</u>

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Services, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Loss

(In millions of dollars)

	Year Ended December 31,		
	2015	2014	2013
Net loss	\$ (33.6)	\$ (17.1)	\$ (117.8)
Other comprehensive (loss) income, net of tax			
Market value adjustments for hedges	(1.5)	(1.0)	4.7
Other comprehensive (loss) income	(1.5)	(1.0)	4.7
Comprehensive loss	<u>\$ (35.1)</u>	<u>\$ (18.1)</u>	<u>\$ (113.1)</u>

The accompanying notes are an integral part of these consolidated financial statements.

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Advanced Disposal Services, Inc. and Subsidiaries Consolidated Statements of Cash Flows

(In millions of dollars)

	Year Ended December 31,		
	2015	2014	2013
Cash flows from operating activities			
Net loss	\$ (33.6)	\$ (17.1)	\$ (117.8)
Adjustments to reconcile net loss to net cash provided by operating activities			
Depreciation and amortization	259.1	271.7	284.8
Amortization of option/interest rate cap premium	1.5	2.1	1.3
Amortization of terminated derivative contracts	—	—	6.0
Interest accretion loss contracts, other debt and long-term liabilities	2.7	2.2	2.7
Amortization of debt issuance costs	14.4	15.1	12.6
Accretion of original issue discount	5.1	4.9	5.0
Accretion on landfill retirement obligations	13.1	13.5	15.0
Provision for doubtful accounts	4.0	4.2	7.7
Loss on sale of property and equipment	4.7	0.8	2.6
Gain on redemption of security	(2.5)	—	—
Share based compensation	3.1	4.5	4.6
Change in fair value of derivative instruments	(11.1)	27.3	—
Amortization of other long-term assets	—	0.3	—
Deferred tax benefit	(21.6)	(84.5)	(57.0)
Earnings in equity investee	(1.3)	(0.1)	(0.3)
Asset impairment	6.4	5.3	25.5
Loss on disposition of business	10.5	—	—
Changes in operating assets and liabilities, net of businesses acquired			
Decrease (increase) in accounts receivable	8.3	1.7	(5.1)
Decrease (increase) in prepaid expenses, parts and supplies, and other current assets	1.1	1.3	(2.8)
Decrease (increase) in other assets	3.9	2.9	(1.1)
(Decrease) increase in accounts payable	(2.8)	3.8	5.7
Increase (decrease) in accrued expenses	3.9	(6.6)	(0.3)
(Decrease) increase in unearned revenue	(0.5)	(1.7)	4.6
(Decrease) increase in other long-term liabilities	(3.5)	5.4	(1.4)
Capping, closure and post-closure expenditures	(20.4)	(13.8)	(12.0)
Net cash provided by operating activities	244.5	243.2	180.3
Cash flows from investing activities			
Purchases of property and equipment and construction and development	(179.7)	(196.4)	(158.1)
Proceeds from sale of property and equipment	2.6	3.0	3.4
Proceeds from redemption of securities	15.0	—	5.0
Repayments of notes receivable	—	—	0.1
Acquisition of businesses, net of cash acquired	(50.0)	(9.9)	(50.4)
Proceeds from disposition of businesses	14.7	2.1	45.2
Net cash used in investing activities	(197.4)	(201.2)	(154.8)
Cash flows from financing activities			
Proceeds from borrowings on debt instruments	114.0	95.0	184.0
Repayments on debt instruments	(153.4)	(141.3)	(196.8)
Deferred financing charges	(0.2)	(1.3)	(22.9)
Bank overdraft	1.2	1.4	(3.3)
Return of capital	(7.5)	(9.0)	—
Capital contributions from parent	0.4	—	—
Other financing activities	(2.0)	2.2	6.7
Net cash used in financing activities	(47.5)	(53.0)	(32.3)
Net decrease in cash and cash equivalents	(0.4)	(11.0)	(6.8)
Cash and cash equivalents, beginning of year	1.0	12.0	18.8
Cash and cash equivalents, end of year	\$ 0.6	\$ 1.0	\$ 12.0

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

Parts and Supplies Inventory

Parts and supplies consist primarily of spare parts, fuel, tires, lubricants and processed recycled materials. Parts and supplies are stated at the lower of cost or market value utilizing an average cost method and are included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Revenue Recognition

The Company recognizes revenues as the services are provided. Revenue is recognized as waste is collected, as tons are received at the landfill or transfer stations, as recycled commodities are delivered to a customer, or as services are rendered to customers. Certain customers are billed and pay in advance and, accordingly, recognition of the related revenues is deferred until the services are provided. Revenues are reported net of applicable state landfill taxes.

Trade Receivables

The Company records trade receivables when billed or when services are performed, as they represent claims against third parties that will generally be settled in cash. The carrying value of receivables, net of the allowance for doubtful accounts, represents the estimated net realizable value. The Company estimates losses for uncollectible accounts based on an evaluation of the aged accounts receivable and the likelihood of collection of the receivable based on historical collection data and existing economic conditions. If events or changes in circumstances indicate that specific receivable balances may be impaired, further consideration is given to the collectability of those balances.

Insurance Reserves

The Company uses a combination of insurance with high deductibles and self-insurance for various risks including workers compensation, vehicle liability, general liability and employee group health claims. The exposure for unpaid claims and associated expenses, including incurred but not reported losses, is estimated by factoring in pending claims and historical trends data and other actuarial assumptions. In estimating our claims liability, we analyze our historical trends, including loss development and apply appropriate loss development factors to the incurred costs associated with the claims. The discounted estimated liability associated with settling unpaid claims is included in accrued expenses and other long-term liabilities in the consolidated balance sheets.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, accounts receivable and derivative instruments. The Company maintains cash and cash equivalents with banks that at times exceed applicable insurance limits. The Company reduces its exposure to credit risk by maintaining such deposits with high quality financial institutions. The Company has not experienced any losses in such accounts.

The Company generally does not require collateral on its trade receivables. Credit risk on accounts receivable is minimized as a result of the large and diverse nature of the Company's customer base and its ability to discontinue service, to the extent allowable, to non-paying customers. No single customer represented greater than 5% of total accounts receivable at December 31, 2015 and 2014, respectively.

Asset Impairments

The Company monitors the carrying value of its long-lived assets for potential impairment and test the recoverability of such assets whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. These events or changes in circumstances, including management decisions pertaining to such assets, are referred to as impairment indicators. Typical indicators that an asset may be impaired include (i) a significant adverse change in legal factors in the business climate, (ii) an adverse action or assessment by a regulator, and (iii) a significant adverse change in the extent or manner in which a long-lived asset is being utilized or in its physical condition. If an impairment indicator occurs, the Company performs a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, the Company will determine whether an impairment has occurred for the asset group for which it can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, the Company measures any impairment by comparing the fair value of the asset or asset group to its carrying value. Fair value is generally determined by considering (i) internally developed discounted projected cash flow analysis of the asset or asset group; (ii) third-party valuations; and/or (iii) information available regarding the current market for similar assets. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying value exceeds the fair value of the asset.

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

permits are not obtained, costs are charged to operations. The cost basis of our landfill assets also includes asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure and post-closure activities.

Final Capping, Closure and Post-Closure Costs — The following is a description of the Company's asset retirement activities and related accounting:

Final Capping — Includes installing flexible membrane and geosynthetic clay liners, drainage and compact soil layers, and topsoil, and is constructed over an area of the landfill where total airspace capacity has been consumed and waste disposal operations have ceased. These final capping activities occur in phases as needed throughout the operating life of a landfill as specific areas are filled to capacity and the final elevation for that specific area is reached in accordance with the provisions of the operating permit. Final capping asset retirement obligations are recorded on a units-of-consumption basis as airspace is consumed related to the specific final capping event with a corresponding increase in the landfill asset. Each final capping event is accounted for as a discrete obligation and recorded as an asset and a liability based on estimates of the discounted cash flows and capacity associated with each final capping event.

Closure and post-closure — These activities involve methane gas control, leachate management and groundwater monitoring, surface water monitoring and control, and other operational and maintenance activities that occur after the site ceases to accept waste. The post-closure period generally runs for 30 years or longer after final site closure for landfills. Landfill costs related to closure and post-closure are recorded as an asset retirement obligation as airspace is consumed over the life of the landfill with a corresponding increase in the landfill asset. Obligations are recorded over the life of the landfill based on estimates of the discounted cash flows associated with performing the closure and post-closure activities.

The Company annually updates its estimates for these obligations considering the respective State regulatory requirements, input from our internal engineers, operations, accounting personnel and external consulting engineers. The closure and post-closure requirements are established under the standards of the U.S. Environmental Protection Agency's Subtitle D regulations as implemented and applied on a state-by-state basis. These estimates involve projections of costs that will be incurred as portions of the landfill are closed and during the post-closure monitoring period.

Capping, closure and post-closure costs are estimated assuming such costs would be incurred by a third party contractor in present day dollars and are inflated by the 25-year average change in the historical Consumer Price Index ("CPI") (consistent historical rate which agrees to historical CPI per government website of 2.50% from 1990 to 2015) to the time periods within which it is estimated the capping, closure and post-closure costs will be expended. The Company discounts these costs to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred, consistent with the expected cash flow approach. Any change that results in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted-average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The range of rates utilized within the calculation of the asset retirement obligations at December 31, 2015 is between 6.4% and 10.5%.

The Company records the estimated fair value of the final capping, closure and post-closure liabilities for its landfills based on the capacity consumed in the current period. The fair value of the final capping obligations is developed based on the Company's estimates of the airspace consumed to date for each final capping event and the expected timing of each final capping event. The fair value of closure and post-closure obligations is developed based on the Company's estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations. The Company assesses the appropriateness of the estimates used to develop our recorded balances annually, or more often if significant facts change.

Changes in inflation rates or the estimated costs, timing or extent of future final capping, closure and post-closure activities typically result in both (i) a current adjustment to the recorded liability and landfill asset; and (ii) a change in liability and asset amounts to be recorded prospectively over either the remaining capacity of the related discrete final capping event or the remaining permitted and expansion airspace (as defined below) of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with the Company's amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the final capping event or the

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

post-closure period are adjusted prospectively. In addition, any amounts related to the probable expansion are charged to expense in the period in which it is determined that the criteria are no longer met.

Once the remaining permitted and expansion airspace is determined in cubic yards, an airspace utilization factor ("AUF") is established to calculate the remaining permitted and expansion capacity in tons. The AUF is established using the measured density obtained from previous annual surveys and is then adjusted to account for future settlement. The amount of settlement that is forecasted will take into account several site-specific factors including: current and projected mix of waste type, initial and projected waste density, estimated number of years of life remaining, depth of underlying waste, anticipated access to moisture through precipitation or recirculation of landfill leachate and operating practices. In addition, the initial selection of the AUF is subject to a subsequent multi-level review by our engineering group, and the AUF used is reviewed on a periodic basis and revised as necessary. The Company's historical experience generally indicates that the impact of settlement at a landfill is greater later in the life of the landfill when the waste placed at the landfill approaches its highest point under the permit requirements.

After determining the costs and remaining permitted and expansion capacity at each of its landfills, the Company determines the per ton rates that will be expensed as waste is received and deposited at the landfill by dividing the costs by the corresponding number of tons. The Company calculates per ton amortization rates for each landfill for assets associated with each final capping event, for assets related to closure and post-closure activities and for all other costs capitalized or to be capitalized in the future. These rates per ton are updated annually, or more often, as significant facts change.

It is possible that the Company's estimates or assumptions could ultimately be significantly different from actual results. In some cases the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that it previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing and lower profitability may be experienced due to higher amortization rates, higher capping, closure and post-closure rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

The assessment of impairment indicators and the recoverability of the Company's capitalized costs associated with landfills and related expansion projects require significant judgment due to the unique nature of the waste industry, the highly regulated permitting process and the estimates involved. During the review of a landfill expansion application, a regulator may initially deny the expansion application although the permit is ultimately granted. In addition, the Company may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace, or a landfill may be required to cease accepting waste, prior to receipt of the expansion permit. However, such events occur in the ordinary course of business in the waste industry and do not necessarily result in an impairment of the landfill assets because, after consideration of all facts, such events may not affect the belief that the Company will ultimately obtain the expansion permit. As a result, the Company's tests of recoverability, which generally make use of a cash flow estimation approach, may indicate that an impairment loss should be recorded. No landfill impairments were recorded for the years ended December 31, 2015, 2014 and 2013.

Capitalized Interest

The Company capitalizes interest on certain projects under development, including landfill construction projects. For the years ending December 31, 2015, 2014 and 2013, total interest cost was \$138.0, \$141.5 and \$163.1, respectively, after capitalized interest of \$0.9, \$1.6 and \$0.6, respectively.

Derivative Financial Instruments

The Company uses interest rate caps to manage interest rate risk on its variable rate debt. The Company uses commodity futures contracts as an economic hedge to reduce the exposure of changes in diesel fuel and natural gas prices. The instruments qualifying for hedge accounting treatment have been designated as cash flow hedges for accounting purposes with changes in fair value, to the extent effective, recognized in accumulated other comprehensive income within the equity section of the consolidated balance sheets. Amounts are reclassified into earnings when the forecasted transaction affects earnings. Any ineffectiveness for those instruments that do not qualify for hedge accounting, the amount of ineffectiveness or change in market value, respectively is recognized into earnings immediately without offset. The commodity futures contracts do not qualify for hedge accounting and as such changes in fair value are recognized in other (expense) income, net in the consolidated

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements*(In millions, unless otherwise indicated)*

The Company performs its annual assessment as of December 31 of each year. The impairment test indicated the fair value of each reporting unit exceeded the carrying value. If the Company does not achieve its anticipated disposal volumes, our collection or disposal rates decline, costs or capital expenditures exceed forecasts, costs of capital increase, or the Company does not receive landfill expansions, the estimated fair value could decrease and potentially result in an impairment charge in the future. Refer to Note 4 for information regarding impairment charges recorded in connection with discontinued operations. The Company recorded no goodwill impairment charges for fiscal 2015, 2014 and 2013 in connection with the assessments.

Intangible Assets, Net

Intangible assets are stated at cost less accumulated amortization and consist of noncompete agreements, tradenames, customer contracts and customer lists and are amortized over their estimated useful lives. The carrying values of intangibles are periodically reviewed by the Company to determine if the facts and circumstances suggest that they may be impaired. If the carrying value exceeds estimated fair value, an impairment charge would be recognized in the amount of the excess. Fair value is typically estimated using an income approach for the respective asset, as described above. The Company recorded impairment charges of \$0.0, \$2.7 and \$0.6 for fiscal 2015, 2014 and 2013, respectively. The impairments in both fiscal 2014 and 2013 were related to the discontinuance of trade names and certain customer lists. Refer to Note 4 for information regarding impairment charges recorded in connection with discontinued operations.

Income Taxes

The Company is subject to income tax in the United States. Current tax obligations associated with the provision for income taxes are reflected in the accompanying consolidated balance sheets as a component of accrued expenses and the deferred tax obligations are reflected in deferred income tax asset or liability. Deferred income taxes arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred income taxes are classified as noncurrent as discussed in "New Accounting Standards" below. Significant judgment is required in assessing the timing and amounts of deductible and taxable items. The Company establishes reserves for uncertain tax positions, when despite its belief that its tax return positions are fully supportable, the Company believes that certain positions may be challenged and potentially disallowed. When facts and circumstances change, the Company adjusts these reserves through its provision for income taxes. To the extent interest and penalties may be assessed by taxing authorities on any underpayment of income tax, such amounts have been accrued and are classified as a component of tax expense in the consolidated statements of operations.

Contingencies

The Company is subject to various legal proceedings, claims and regulatory matters, the outcomes of which are subject to significant uncertainty. In general, the Company determines whether to disclose or accrue for loss contingencies based on an assessment of whether the risk of loss is remote, reasonably possible or probable, and whether it can be reasonably estimated. The Company assesses its potential liability relating to litigation and regulatory matters based on information available. The Company develops its assessment based on an analysis of possible outcomes under various strategies. The Company accrues for loss contingencies when such amounts are probable and reasonably estimable. If a contingent liability is only reasonably possible, the Company discloses the potential range of the loss, if estimable.

New Accounting Standards

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU 2015-17 Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes, requiring all deferred tax assets and liabilities, and any related valuation allowance, to be classified as non-current on the balance sheet. The classification change for all deferred taxes as non-current simplifies entities' processes as it eliminates the need to separately identify the net current and net non-current deferred tax asset or liability in each jurisdiction and allocate valuation allowances. For a public entity, the amendments in this update are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is permitted for financial statements not previously issued. The Company elected to prospectively adopt the accounting standard in the beginning of the fourth quarter of fiscal 2015. Prior periods in the Consolidated Financial Statements were not retrospectively adjusted.

In August 2015, the FASB issued ASU No. 2015-15, "Interest - Imputation of Interest (Sub-Topic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements". Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would

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Advanced Disposal Services, Inc. and Subsidiaries Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

	2015	2014
Current assets	\$ 2.8	\$ 0.5
Property and equipment	20.4	2.6
Goodwill	12.0	1.3
Other intangible assets	31.2	5.5
Total assets acquired	66.4	9.9
Current liabilities	4.3	1.3
Total liabilities assumed	10.1	1.3
Net assets acquired	\$ 56.3	\$ 8.6

The following table presents the allocation of the purchase price to other intangible assets:

	2015	2014
Customer lists and contracts	\$ 27.8	\$ 4.3
Noncompete	2.6	1.2
Other	0.8	—
	\$ 31.2	\$ 5.5

The amount of goodwill recorded related to 2015 acquisitions for the South Segment, East Segment, and Midwest Segment was \$1.6, \$1.4, and \$9.0, respectively. The amount of goodwill deductible for tax purposes related to acquisitions in fiscal 2015 and fiscal 2014 was \$4.1 and \$1.3, respectively. The total amount of goodwill deductible for tax purposes was \$100.8 and \$113.7 at December 31, 2015 and 2014, respectively.

The weighted average life of other intangible assets in years is as follows:

Customer lists and contracts	15
Noncompete	5

Goodwill and intangible assets increased by \$0.1; \$0.1 and \$26.6, for the years ended December 31, 2015, 2014 and 2013, respectively, as a result of purchase price adjustments of acquisitions from the previous year. The increases were primarily related to working capital adjustments as a result of finalizing the purchase accounting for the acquisitions.

4. Discontinued Operations

The Company completed the sale of certain assets and liabilities in Oxford, MA for approximately \$3.7 in December 2013 and recorded a loss of \$11.1 in connection with the sale, as the selling price was less than the carrying value. The loss on the sale in 2013 and the results of operations have been included in discontinued operations in the accompanying consolidated statements of operations for the applicable periods presented.

The Company entered into a letter of intent in December 2013, to sell certain assets in Panama City, FL for approximately \$2.0 and in connection with the planned divestiture recorded an impairment charge of \$3.6 for the year ended December 31, 2013, as the fair value determined through the selling price was less than the carrying value. The sale was completed in January 2014. The impairment charge has been included in discontinued operations in the accompanying consolidated statement of operations for fiscal 2013.

In connection with the acquisition of Veolia ES Solid Waste division, the Company was required by the United States Department of Justice to divest certain businesses. The Company completed the divestitures in 2013, as required for those businesses in Georgia and New Jersey and recorded no additional impairment charge upon sale for the year ended December 31, 2013.

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Advanced Disposal Services, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

	2015	2014	2013
Balance at January 1,	\$ 96.1	\$ 141.6	\$ 128.1
Decrease in valuation allowance for tax provision for continuing operations	(0.9)	(51.4)	—
Increase in valuation allowance for tax provision for continuing operations	—	5.9	7.6
Additions from purchase accounting	—	—	5.9
Balance at December 31,	<u>\$ 95.2</u>	<u>\$ 96.1</u>	<u>\$ 141.6</u>

7. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following at December 31:

	2015	2014
Prepaid insurance	\$ 5.6	\$ 6.3
Prepaid expenses	15.4	15.8
Other receivables and current assets	4.2	3.0
Parts and supplies inventory	8.2	9.1
	<u>\$ 33.4</u>	<u>\$ 34.2</u>

8. Derivative Instruments and Hedging Activities

The following table summarizes the fair value of derivative instruments recorded in our consolidated balance sheets.

Derivatives Designated as Hedging Instruments	Balance Sheet Location	2015	2014
Interest rate caps	Other current assets	0.2	2.7
Derivatives Not Designated as Hedging Instruments			
Fuel commodity derivatives	Other current liabilities	16.2	20.6
Fuel commodity derivatives	Other long-term liabilities	—	6.7
Total derivatives		<u>\$ 16.0</u>	<u>\$ 24.6</u>

We have not offset fair value amounts recognized for our derivative instruments.

Interest Rate Cap

In December 2012, the Company entered into four interest rate cap agreements to hedge the risk of a rise in interest rates and associated cash flows on the variable rate debt. The interest rate caps expire in various tranches through 2016. The Company recorded the premium of \$5.0 in other assets in the consolidated balance sheet and amortizes the premium to interest expense based upon decreases in time value of the caps. Amortization expense was approximately \$1.5, \$2.1, and \$1.3 for fiscal 2015, 2014, and 2013, respectively. The aggregate notional amounts of the contracts were approximately \$695.2 at December 31, 2015 and expire in tranches through 2016.

Commodity Futures Contracts

The Company utilizes fuel derivative instruments (commodity futures contracts) as economic hedges of the risk that fuel prices will fluctuate. The Company has used financial derivative instruments for both short-term and long-term time frames and utilizes fixed swap price agreements to manage the identified risk. The Company does not enter into derivative financial instruments for trading or speculative purposes.

Changes in the fair value and settlements of the fuel derivative instruments are recorded in other (expense) income, net in the consolidated statements of operations. The market price of diesel fuel is unpredictable and can fluctuate significantly.

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

11. Other Intangible Assets, Net and Goodwill

Intangible assets, net consist of the following at December 31:

2015					
	Gross Carrying Value	Accumulated Amortization	Impairment	Net Carrying Value	Weighted Average Remaining Life (Years)
Noncompete agreements	\$ 19.0	\$ (14.6)	\$ —	\$ 4.4	2.9
Tradenames	17.2	(7.8)	—	9.4	15.5
Customer lists and contracts	510.6	(163.1)	—	347.5	13.6
Operating permits	2.9	—	—	2.9	N/A
Above/below market leases	0.4	(0.1)	—	0.3	10.6
	<u>\$ 550.1</u>	<u>\$ (185.6)</u>	<u>\$ —</u>	<u>\$ 364.5</u>	

2014					
	Gross Carrying Value	Accumulated Amortization	Impairment	Net Carrying Value	Weighted Average Remaining Life (Years)
Noncompete agreements	\$ 16.9	\$ (12.5)	\$ (0.1)	\$ 4.3	2.3
Tradenames	17.0	(7.1)	—	9.9	16.6
Customer lists and contracts	491.3	(125.6)	(2.5)	363.2	14.6
Operating permits	2.2	—	—	2.2	N/A
Above/below market leases	0.4	(0.1)	—	0.3	11.6
	<u>\$ 527.8</u>	<u>\$ (145.3)</u>	<u>\$ (2.6)</u>	<u>\$ 379.9</u>	

Amortization expense recorded on intangible assets for the years ended December 31, 2015, 2014 and 2013 was \$42.8, \$42.3 and \$42.2, respectively.

Future amortization expense for intangible assets for the year ending December 31 is estimated to be:

2016	44.4
2017	40.9
2018	38.1
2019	29.4
2020	29.0
Thereafter	182.7
	<u>\$ 364.5</u>

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

Annual aggregate principal maturities at December 31, 2015 are as follows:

2016	\$	49.1
2017		29.6
2018		24.8
2019		1,649.3
2020		552.4
Thereafter		10.5
	\$	<u>2,315.7</u>

In October 2012, the Company placed \$1,800.0 in term B loans, \$550.0 in bonds and a \$300.0 revolving credit facility ("Revolver"). The proceeds were used to finance the acquisition of Veolia ES Solid Waste division and repay borrowings under its previously outstanding revolving credit facility and extinguish term loans and notes payable. Substantially all of the Company's assets collateralize the loans, bonds and credit facility and each of the agreements restrict further indebtedness and payment of dividends in excess of certain predefined amounts.

All borrowings under the term B loan and the Revolver are guaranteed by each of the Company's current and future U.S. subsidiaries (which also guarantee the 8.25% bonds), subject to certain agreed-upon exemptions. The Company has one non-guarantor foreign subsidiary that is minor, as its assets and income from continuing operations are less than 3% of the Company's consolidated amounts. All guarantors are jointly and severally and fully and unconditionally liable. The parent company has no independent assets or operations and each of the subsidiary guarantor is 100% owned by the Company. There are no significant restrictions on the Company or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The Revolver is a syndicated revolving credit facility that is available for general corporate purposes including working capital, equipment purchases and business acquisitions and collateralized by the real property of the Company. It is due at maturity in October, 2017. At December 31, 2015, the Revolver had \$32.0 of borrowings outstanding and \$45.9 in letters of credit outstanding. At December 31, 2014, the Revolver facility had no borrowings outstanding and \$58.1 in outstanding letters of credit. An annual commitment fee equal to 0.50% per annum on the daily unused amount is due quarterly. The amount of fees for 2015, 2014 and 2013 were not significant.

The term B loan is due in September 2019 and has payments due quarterly of \$4.5 with mandatory prepayments due to the extent net cash proceeds from the sale of assets exceed \$25.0 in any fiscal year and are not reinvested in the business within 365 days from the date of sale, upon notification of the Company's intent to take such action or in accordance with excess cash flow, as defined. The term B loan is collateralized by certain real property of the Company. Further prepayments are due when there is excess cash flow, as defined.

On October 1, 2016 and 2017, the bonds may be redeemed for a call premium of 104.125% and 102.063%, respectively. Subsequent to October 1, 2018, the notes are redeemable at par. The bonds bear interest at 8.25% and are due in October 2020.

The term B loan bears interest at a base rate (alternate base rate or LIBOR base rate) plus an applicable margin. The alternate base rate is defined as the greater of the prime rate or federal funds rate plus 50 basis points and the LIBOR base rate is subject to a 0.75% floor.

The Revolver loan bears interest at a base rate (alternate base rate or LIBOR base rate) plus an applicable margin. The alternate base rate is defined as the greater of the prime rate or federal funds rate plus 50 basis points and the LIBOR base rate is subject to a 1.25% floor.

The applicable margin for the term B loan is based on the total leverage ratio of the Company as follows:

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(In millions, unless otherwise indicated)

15. Stockholders' Equity and Stock Options

(Share amounts not in millions)

The Company's equity consists of one thousand shares of authorized, issued and outstanding common stock.

In October 2012, the Parent's Board of Directors adopted the 2012 Stock Incentive Plan (the "Plan") under which an aggregate of 150,000 shares of the Parent's common stock was reserved for issuance. The Plan provides for employees of the Company to participate in the plan and provides that the options or stock purchase rights have a term of ten years and vest equally over four years at a rate of 20% with 20% of the options being vested at the date of grant for all options except the Strategic grants which vest 100% after five years. All options of the Strategic Plan issued prior to 2010 vest upon a change of control. All other options vest in 20% tranches from the date of issuance upon a change of control.

These options have an assumed forfeiture rate ranging from 5.7%-14.8% for 2015 and 2014.

Stock Option Plans

The fair value of the options granted is estimated using the Black-Scholes option pricing model using the following assumptions:

	2015	2014	2013
Average expected term (years)	6.9	6.0	6.0
Risk-free interest rate	1.76% - 1.93%	1.83% - 2.10%	0.93%
Expected volatility	30.0%	30.0%	20.0%

Since the Company does not have any historical exercise data that is indicative of expected future exercise performance, it has elected to use the "simplified method" to estimate the options expected term by taking the average of each vesting-tranche and the contractual term. The Company used the average weekly historical volatility for public companies in the solid waste sector to estimate historical volatility used in the Black-Scholes model. The risk-free rate used was based on the US Treasury security rate estimated for the expected term of the option at the date of grant. The Company has applied a discount for lack of marketability ranging from 9% to 10% for shares issued in 2015, 2014 and 2013, to the option value as the shares being valued are privately held and not readily marketable. No dividends are expected to issued.

Annual Stock Options

A summary of the Annual Stock Options and Senior Management Stock Options outstanding for the year ended December 31, 2015 (in millions, except share and per share amounts) is as follows:

	Number of Shares	Weighted - Average Exercise Price	Weighted - Average Remaining Contractual Term
Outstanding at January 1, 2015	38,928	\$ 659	
Granted	4,750	896	
Exercised	(117)	409	
Expired or forfeited	(1,925)	676	
Outstanding at December 31, 2015	41,636	686	6.08
Exercisable at December 31, 2015	30,667	\$ 628	5.45

The weighted-average grant-date fair value of options granted per share was \$291, \$268 and \$268 during 2015, 2014, and 2013, respectively. The total fair value of options vested was \$1.0, \$1.6 and \$1.8 during fiscal 2015, 2014, and 2013, respectively. The

Advanced Disposal Services, Inc. and Subsidiaries
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(In millions, unless otherwise indicated)

Of the above amounts, \$19.2 and \$19.6 is included in accrued expenses and the remainder is included in other long-term liabilities at December 31, 2015 and 2014, respectively.

17. Benefit Plans

The Company has 401(k) Savings Plans ("401(k) Plan") for the benefit of qualifying full-time employees who have more than 90 days of service and are over 21 years of age. Employees make pre-tax contributions to the 401(k) Plan with a partial matching contribution made by the Company. The Company's matching contributions to the 401(k) Plan were \$3.2, \$2.8 and \$2.8 for fiscal 2015, 2014 and 2013, respectively. Contributions by the Company are included in operating costs and expenses in the accompanying consolidated statements of operations.

The Company is a participating employer in a number of trustee-managed multiemployer, defined benefit pension plans for employees who participate in collective bargaining agreements. Approximately 13% of the Company's workforce is subject to a collective bargaining agreement and two of the collective bargaining agreements expire within one year. The risks of participating in the multiemployer plans are different from single-employer plans in that (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be required to be assumed by the remaining participating employers; and (iii) if the Company chooses to stop participating in any of the multiemployer plans, it may be required to pay those plans a withdrawal amount based on the underfunded status of the plan. The total contributions made to all plans for fiscal 2015 was \$4.7, of which \$0.2 is related to plans that are not individually significant.

The following table outlines the Company's participation in multiemployer plans considered to be individually significant:

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending/ Implemented (B)	Contributions			Expiration Date of Collective-Bargaining Agreement
		2014	2013		2015	2014	2013	
Suburban Teamsters of Northern IL Pension Fund	36-6155778-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	\$ 0.6	\$ 0.5	\$ 0.4	1/31/2019
Pension Fund of Automobile Mechanics Local No. 701	36-6042061-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	\$ 0.2	\$ 0.2	\$ 0.2	12/31/2018
Local 731 Private Scavengers and Garage Attendants Pension Fund (A)	36-6513567-001	Not Endangered as of 10/1/2014	Endangered as of 10/1/2013	Implemented	\$ 1.8	\$ 1.7	\$ 1.6	9/30/2018
Midwest Operating Engineers Pension Fund	36-6140097-001			Implemented	\$ 0.6	\$ 0.6	\$ 0.5	9/30/2016
		Endangered as of 4/1/14	Endangered as of 4/1/12					
Teamsters Local Union No. 301 Union Pension Fund(A)	36-6492992-001	Not endangered or critical as of 1/1/14	Not endangered or critical as of 1/1/13	No	\$ 0.9	\$ 0.8	\$ 0.6	9/30/2016
Central States Southeast and Southwest Areas Pension Fund	36-6064560-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	\$ 0.2	\$ 0.2	\$ 0.2	1/31/2015
Local 705 Int'l Brotherhood of Teamsters Pension TR. FD.	36-6492502-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	\$ 0.2	\$ 0.2	\$ 0.2	9/30/2018

(A) The employers' contributions to the plan represent greater than 5% of the total contributions to the plan for the most recent plan year available.

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(In millions, unless otherwise indicated)

	2015	2014
Deferred tax assets		
Allowance for doubtful accounts	\$ 1.7	\$ 2.0
Insurance reserve	16.8	17.5
Net operating loss	176.5	178.3
Capital loss carryforward	69.1	69.1
Accrued bonus and vacation	9.0	7.7
Stock compensation	1.9	1.8
Other comprehensive income	—	0.6
Tax credits	7.2	6.9
Other	21.4	21.1
Total deferred tax assets	303.6	305.0
Valuation allowance	(95.2)	(96.1)
Deferred tax assets less valuation allowance	208.4	208.9
Deferred tax liabilities		
Fixed asset basis	(110.8)	(117.8)
Intangible basis	(123.7)	(127.2)
Landfill and environmental remediation liabilities	(109.8)	(113.8)
Other	(3.1)	(5.4)
Deferred tax liabilities	(347.4)	(364.2)
Net deferred tax liability	\$ (139.0)	\$ (155.3)

The amounts recorded as deferred tax assets as of December 31, 2015 and 2014 represent the amounts of tax benefits of existing deductible temporary differences or net operating and capital loss carryforwards. Realization of deferred tax assets is dependent upon the generation of sufficient taxable income prior to expiration of any loss carryforwards. A valuation allowance has been recorded against deferred tax assets as of December 31, 2015 in the amount of \$95.2. The valuation allowance for the year ended December 31, 2014 was \$96.1. The Company has established valuation allowances for uncertainties in realizing the benefit of certain tax loss and credit carryforwards. While the Company expects to realize the deferred tax assets, net of the valuation allowances, changes in estimates of future taxable income or in tax laws may alter this expectation.

The Company had available federal NOL carryforwards from continuing operations of approximately \$417.4 and \$432.5 at December 31, 2015 and 2014 respectively. The Company's federal net operating losses have expiration dates beginning in the year 2019 through 2033 if not utilized against taxable income. The capital losses of \$182.9 expire in 2017 and 2018, if not previously utilized against capital gains.

In 2014, the Company recognized a decrease in valuation allowance of \$51.4, which was primarily related to the completion of a legal entity restructuring that was undertaken in order to drive administrative and legal efficiencies. As a result of the operational restructuring, during the fourth quarter of 2014, the Company was able to project and support its ability to utilize certain federal net operating losses that were previously limited under the Separate Return Limitation Year ("SRLY") tax rules.

The Company has grown through a series of acquisitions and mergers and has had change of control events that resulted in limitations on the utilization of NOLs pursuant to Section 382 of the Internal Revenue Code ("IRC"). Approximately \$169.8 of the NOLs from continuing operations are limited under the SRLY rules of the IRC. These NOLs are only available to be utilized against taxable income of the HWStar Waste Holdings, Corp. and subsidiaries thereof, a wholly-owned subsidiary of the Company. At this time, the Company expects to utilize these NOLs, as a result of the operational restructuring discussed above.

Advanced Disposal Services, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

Cost approach

Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and;

Income approach

Techniques to convert future amounts to a single present amount are based on market expectations (including present value techniques, option-pricing models, and lattice models).

The Company's financial assets and liabilities recorded at fair value on a recurring basis include derivative instruments and certain investments included in cash equivalent money market funds. The Company's fuel derivative instruments and interest rate caps are recorded at their estimated fair values based on quotes received from financial institutions that trade these contracts and a current forward fixed price swap curve, respectively. The Company verifies the reasonableness of these quotes using similar quotes from another financial institution as of each date for which financial statements are prepared. For the Company's fuel derivative instruments, the Company also considers the Company's and counterparty's credit worthiness in its determination of the fair value measurement of these instruments in a net liability position. The Company's restricted cash measured at fair value is invested primarily in U.S. government and agency securities.

All instruments were valued using the market approach. The Company's interest rate caps are valued using a third-party pricing model that incorporates information about LIBOR yield curves, which is considered observable market data, for each instrument's respective term. Counterparties to the Company's interest rate caps are financial institutions who participate in the term B loan. Valuations of those interest rate caps may fluctuate significantly from period to period due to volatility in valuation interest rates which are driven by market conditions and the scheduled maturities of the caps. The Company's assets and liabilities that are measured at fair value on a recurring basis approximate the following:

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

In February 2009, the Company and certain of its subsidiaries were named as defendants in a purported class action suit in the Circuit Court of Macon County, Alabama. Similar class action complaints were brought against the Company and certain of its subsidiaries in 2011 in Duval County, Florida and in 2013 in Quitman County, Georgia and Barbour County, Alabama, and in 2014 in Chester County, Pennsylvania. The Georgia complaint was dismissed in March 2014. The plaintiffs in those cases primarily allege that the defendants charged improper fees (fuel, administrative and environmental fees) that were in breach of the plaintiffs' service agreements with the Company and seek damages in an unspecified amount. The Company believes that it has meritorious defenses against these purported class actions, which it will vigorously pursue. Given the inherent uncertainties of litigation, including the early stage of these cases, the unknown size of any potential class, and legal and factual issues in dispute, the outcome of these cases cannot be predicted and a range of loss, if any, cannot currently be estimated.

In November 2014, the Attorney General of the State of Vermont filed a complaint against the Company relating to the Moretown, Vermont landfill regarding alleged odor and other environmental-related noncompliances with environmental laws and regulations and environmental permits. In the complaint, the Attorney General requested that the State of Vermont Superior Court find the Company liable for the alleged noncompliances, issue related civil penalties, and order the Company to reimburse the State of Vermont for enforcement costs. While the complaint does not specify a monetary penalty, prior correspondence from the Attorney General of the State of Vermont indicates that it may seek a penalty relating to the alleged noncompliances which are not expected to be material. Given the inherent uncertainties of litigation, including the early stage of this case, the outcome cannot be predicted and a range of loss, if any, cannot currently be estimated.

The Company is subject to various other proceedings, lawsuits, disputes and claims and regulatory investigations arising in the ordinary course of its business. Many of these actions raise complex factual and legal issues and are subject to uncertainties. Actions filed against the Company include commercial, customer, and employment-related claims. The plaintiffs in some actions seek unspecified damages or injunctive relief, or both. These actions are in various procedural stages, and some are covered in part by insurance. Although the Company cannot predict the ultimate outcome and the range of loss cannot be currently estimated, the Company does not believe that the eventual outcome of any such action could have a material adverse effect on its business, financial condition, results of operations, or cash flows.

The Company has an obligation as part of the purchase of one of its C&D landfills for payments of 6% of net revenue that began at the commencement of landfill operations and continues through the life of the landfill.

21. Restructuring

For fiscal 2015, no new restructuring plans were adopted and no restructuring costs were incurred.

For fiscal 2014, the Company recognized approximately \$0.4 of severance costs, \$0.6 for lease termination costs and \$0.3 for relocation costs in the Midwest region; \$0.4 for lease termination costs and \$0.3 for relocation in the East region; \$0.2 for lease termination costs and \$0.8 for relocation costs in the South region, as well as \$1.6 of severance costs for Corporate.

For fiscal 2013, the Company recognized employee severance and benefits restructuring charges of approximately \$2.5, \$1.7 for lease termination costs and \$2.3 for relocation costs in the Midwest region; \$0.6 for lease termination costs in the East region, \$0.3 for lease termination costs in the South region and \$0.3 for other expenses, as well as \$2.3 of severance costs for Corporate.

	2015	2014	2013
Restructuring charges	\$ —	\$ 4.6	\$ 10.0
Total pre-tax and restructuring charges	\$ —	\$ 4.6	\$ 10.0

Advanced Disposal Services, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

(In millions, unless otherwise indicated)

23. Supplemental Cash Flow Information

Supplemental cash flow information for the years ended December 31 is as follows:

	2015	2014	2013
Cash paid for interest	\$ 116.4	\$ 119.7	\$ 119.1
Cash paid for taxes	\$ 2.4	\$ 3.2	\$ 0.6

24. Accumulated Other Comprehensive Income

The changes in the balances of each component of accumulated other comprehensive income, net of tax, which is included as a component of stockholders' equity, are as follows:

	Gains and Losses on Derivative Instruments
Balance, December 31, 2012	(2.2)
Other comprehensive loss before reclassifications, net of tax	2.3
Amounts reclassified from accumulated other comprehensive income	2.4
Net current period other comprehensive loss	4.7
Balance, December 31, 2013	2.5
Other comprehensive income before reclassifications, net of tax	(1.0)
Net current period other comprehensive income	(1.0)
Balance, December 31, 2014	1.5
Other comprehensive income before reclassifications, net of tax	(1.5)
Net current period other comprehensive income	(1.5)
Balance, December 31, 2015	—

The significant amounts either added to or reclassified out of each component of accumulated other comprehensive income are included in the tables below:

	Amount of Derivative Gain (Loss) Recognized in OCI – Effective for the Years Ended December 31,		
Derivatives Designated as Cash Flow Hedges	2015	2014	2013
Interest rate caps	(2.0)	(1.4)	2.6
Other	\$ —	\$ —	\$ 0.5
Total before tax	(2.0)	(1.4)	3.1
Tax benefit (expense)	0.5	0.4	(0.8)
Net of tax	\$ (1.5)	\$ (1.0)	\$ 2.3

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Effectiveness of Controls and Procedures

Our management, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures in ensuring that the information required to be disclosed in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including ensuring that such information is accumulated and communicated to management (including the principal executive and financial officers) as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of December 31, 2015 (the end of the period covered by this Annual Report on Form 10-K).

Management's Report on Internal Control Over Financial Reporting

Management's report on our internal control over financial reporting can be found in Item 8, Financial Statements and Supplementary Data, of this report.

Changes in Internal Control over Financial Reporting

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended December 31, 2015. We determined that there were no changes in our internal control over financial reporting during the quarter ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

John Spegal - Mr. Spegal has served as the Chief Operating Officer of Advanced Disposal since 2014. Mr. Spegal joined Advanced Disposal in 2013 as the Vice President of Business Development in 2013. Prior to joining Advanced Disposal, Mr. Spegal spent more than six years with AIR-serv Group LLC, a tire inflation and vacuum specialist company, as Regional Vice President and was responsible for their East Coast operations. Prior to that, he was at Allied Waste Industries/Browning Ferris Industries, a waste management company, for more than 20 years serving in various management roles throughout the Mid-Atlantic, Southeast and Southern regions, including Puerto Rico. Mr. Spegal holds a Bachelor's degree from the University of South Carolina.

Steven R. Carn - Mr. Carn has served as the Chief Financial Officer, Treasurer, and a Director of Advanced Disposal since 2012. Mr. Carn joined ADS Inc., a historical business of Advanced Disposal, in April 2001 and served as Chief Accounting Officer until August 2006, when he became the Chief Financial Officer of ADS Inc. Prior to joining ADS Inc., Mr. Carn served for three years as Chief Financial Officer for Town Star Food Stores, LLC, a chain of convenience stores, from 1998 to 2001. Prior to his service with Town Star, Mr. Carn served as Senior Consultant with CFO Services, Inc., a company engaged primarily in providing temporary chief financial officer services to emerging companies in the Jacksonville, Florida area. He began his career as an auditor with Ernst & Young in 1987. Mr. Carn graduated from The Ohio State University with a Bachelor's degree in Business Administration in 1987. Mr. Carn is a certified public accountant in Ohio. Mr. Carn's qualifications to sit on our board of directors include his substantial experience in the area of corporate strategy, accounting and finance.

Matthew Gunnelson - Mr. Gunnelson has served as the Chief Accounting Officer and Assistant Treasurer of Advanced Disposal since 2012. Prior to becoming our Chief Accounting Officer and Assistant Treasurer in 2012, Mr. Gunnelson served as Corporate Controller and Assistant Secretary of Veolia ES Solid Waste, Inc. from 2005 to 2012. Prior to joining Veolia ES Solid Waste, Inc., Mr. Gunnelson served as Division Controller for Tecumseh Products-Engine and Transmission Group, a manufacturer of refrigeration and cooling products, from 1999 through 2005. Prior to his service with Tecumseh Products-Engine and Transmission Group, Mr. Gunnelson held various finance positions with Giddings & Lewis, Inc., a machine tool manufacturer. He began his career as an auditor with Ernst & Young in 1986. Mr. Gunnelson is a certified public accountant and holds a Bachelor's of Business Administration degree in accounting and finance from the University of Wisconsin-Madison.

Michael K. Slattery - Mr. Slattery has served as the Senior Vice President, General Counsel and Secretary of Advanced Disposal since July 2014. He also serves as corporate secretary. Prior to joining Advanced Disposal, Mr. Slattery most recently served as Senior Vice President and General Counsel for Veolia Environmental Services North America Corp. from 2004 to 2012 with responsibility for the management of the law department and all legal affairs in North America. Prior to joining the Veolia group, Mr. Slattery served as Vice President & Deputy General Counsel for Fruit of the Loom, Inc., a clothing manufacturer, with responsibility for the management of legal affairs throughout North America, Canada, Europe, North Africa and Latin America. Prior to joining Fruit of the Loom, Mr. Slattery served as Vice President and General Counsel for Wheelabrator Technologies, Inc., a solid waste management firm, and as General Counsel for several major North and Latin American operating divisions for Waste Management, Inc. Mr. Slattery is a graduate of the John Marshall Law School in Chicago, where he was an assistant editor of the John Marshall Law Review and earned his Bachelor's degree in Economics from St. Joseph's College in Rensselaer, Indiana.

William Westrate - Mr. Westrate has served as the Chief Administrative Officer of Advanced Disposal since 2014. In this role, Mr. Westrate is responsible for Advanced Disposal's administrative functions, including human resources, procurement and information technology. Mr. Westrate had previously served as Vice President of Information Technology for Advanced Disposal since 2013. Prior to that post, he served as the Chief Information Officer at Veolia Environmental Services North America Corp. from 2010 to 2013 and was instrumental in leading a number of significant technology changes and service offerings. Mr. Westrate has over 17 years of executive IT leadership experience with companies including Aramark, a food and facilities management services company, ServiceMaster, a residential and commercial services company, Interdent, a dental services support company, and Van Kampen Funds, a mutual fund, and holds a Bachelor's degree in Computer Science and Business Administration from Taylor University.

Mary O'Brien - Ms. O'Brien has served as the Chief Marketing Officer of Advanced Disposal since 2012. Ms. O'Brien previously served as the Chief Marketing Officer of ADS Inc. from 2001 to 2012, overseeing all marketing and communication efforts of ADS Inc. and its subsidiaries. Ms. O'Brien's responsibilities include branding, municipal market development, advertising, government relations and public relations. In addition, her duties include incorporating new market research development and entry strategy, database management, state and local legislative permitting political efforts, internet presence management and industry networking. Ms. O'Brien received her Bachelor's degree in Business Administration, Marketing and a minor in English from James Madison University.

Sergio Pedreiro - Mr. Pedreiro joined Advanced Disposal as a Director on January 29, 2016 as the designated director of BTGI Equity Investments LLC ("BTGI Equity"), a stockholder and an affiliate of BTG Pactual. Since May 2015, Mr. Pedreiro has served as CEO of Estre Ambiental, a Brazilian waste management company, where he has also served as Director since 2011. He has also served as a Director of ALL-American Latina Logística SA., a Brazilian logistics company mainly focused on the railway line logistics in Brazil, from 2005 to 2011. Since April 2014, Mr. Pedreiro has been an Associate Partner and a Portfolio Management Team member of BTG Pactual, an investment bank and asset and wealth manager based in Brazil. Prior to joining BTG Pactual, Mr. Pedreiro served as the Chief Financial Officer of Coty, Inc., an American beauty products manufacturer based in New York, from 2009 to 2014. Prior to joining Coty Inc., Mr. Pedreiro served as Chief Financial Officer of ALL-America Latina Logística S.A. from 2002 to 2008. Mr. Pedreiro received a Bachelor's Degree with honors in Aeronautical Engineering from ITA-Instituto Tecnológico de Aeronáutica, and has a Master of Business Administration degree from Stanford University Graduate School of Business.

As a privately-held company with no equity securities listed on a national securities exchange we are not required to have independent directors on our board of directors or any committees of the board of directors. Accordingly, we have not made any determinations of independence with respect to any of our outside directors.

Committees of the Board

Our Board of Directors has an Audit Committee and a Compensation Committee. Our Board of Directors may also establish from time to time any other committees that it deems necessary and advisable.

Audit Committee

Our Audit Committee is comprised of John Miller, Bret Budenbender, and Jared Parker. The Audit Committee is responsible for assisting our Board of Directors with its oversight responsibilities regarding: (i) the integrity of our financial statements; (ii) our compliance with legal and regulatory requirements; (iii) our independent registered public accounting firm's qualifications and independence; and (iv) the performance of our internal audit function and independent registered public accounting firm. Our Board of Directors has designated Mr. John Miller from Highstar Capital an Audit Committee financial expert.

Compensation Committee

Our Compensation Committee is comprised of Bret Budenbender, John Miller, and Richard Burke. The Compensation Committee is responsible for assisting our Board of Directors with its oversight responsibilities regarding: (i) Review and approval of corporate goals and objectives relevant to CEO and other executive officers' compensation, including annual performance objectives, if any; (ii) Evaluating the performance of the CEO in light of such goals and objectives and, either as a committee or together with the other directors, determine and approve the annual salary, bonus, equity-based incentive and other benefits, direct and indirect, of the CEO; (iii) Making recommendations to the board with respect to non-CEO executive officer compensation, and incentive-compensation and equity-based plans that are subject to board approval; and (iv) Preparing the disclosure required by Item 407(e)(5) of Regulation S-K.

ITEM 11. EXECUTIVE COMPENSATION

As described in more detail below, the material elements of our executive compensation program for our named executive officers ("NEOs") include base salary, cash bonus opportunities, a long-term equity incentive opportunity, a deferred compensation opportunity and other retirement benefits and welfare benefits. The NEOs may also receive severance payments and other benefits in connection with certain terminations of employment or a change in control of Advanced Disposal Services, Inc. or Advanced Disposal Services, Corp, our Parent Company. We believe that each element of our executive compensation program helps us to achieve one or more of our compensation objectives, as illustrated by the table below.

We sponsored a management incentive plan (the “MIP”) in fiscal 2015 as set forth in formal individualized plan term sheets. All of our NEOs were eligible to participate in the MIP in fiscal 2015. In general, the primary purpose of the MIP is to focus management on key measures that drive financial performance and provide competitive bonus opportunities tied to the achievement of our financial and strategic growth objectives.

Fiscal 2015 MIP

A target annual bonus, expressed as a percentage of base salary (between 0% and 100%), is established within each NEO’s employment agreement. This percentage may be adjusted from time to time by the Compensation Committee in connection with a NEO’s promotion. The MIP award, which is a cash bonus, is tied to our (i) overall financial results (the “Business Performance Factor”) and (ii) a combination of individual, financial and/or strategic goals appropriate for each position (the “Individual Performance Factor”). The Business Performance Factor determines 75% of the total MIP award and the Individual Performance Factor determines the remaining 25%.

With respect to the NEOs, financial performance is measured at the Company-wide level. Financial performance relative to specified financial performance targets set annually by the Board of Directors determines the aggregate funding level of the bonus pool and the Business Performance Factor for the MIP. If the financial performance target set by the Board of Directors is met, the aggregate bonus pool amount will be set at 100% of the target amount in the annual operating budget and the specified financial performance target payout percentages will be set at 100%, subject to the Compensation Committee’s discretion for all NEOs. The Compensation Committee has the discretion to adjust the MIP aggregate bonus pool amount and the Business Performance Factor upwards or downwards to address special situations. Special situations may include, but are not limited to, items such as the divestiture of businesses, restructuring programs or unusual items in connection with a significant acquisition.

We believe that tying the NEOs’ bonuses to Company-wide performance goals encourages collaboration across the executive leadership team. We attempt to establish the financial performance target(s) at challenging levels that are reasonably attainable if we meet our performance objectives. The Business Performance Factor is determined based on achievement of adjusted EBITDA (representing 50% of each NEO’s bonus calculation), as well as free cash flow (representing 25% of each NEO’s bonus calculation). We believe that these factors provide reliable indicators of our strategic growth and the strength of our cash flow and overall financial results. For each of our NEOs, achievement of less than 90% of the EBITDA measure or the cash flow measure results in no amounts being paid in connection with that respective component of the Business Performance Factor. With respect to Messrs. Burke, Carn and Spegal, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 90% and less than or equal to 110%, the respective component of the Business Performance Factor will be pro-rated ratably, provided that the total MIP award cannot exceed a stated maximum. With respect to Messrs. Slattery and Westrate, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 90% and less than 92.5%, 40% of the respective component of the Business Performance Factor will be paid; if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 92.5% and less than 95%, 60% of the respective component of the Business Performance Factor will be paid; finally, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 95% and less than or equal to 110%, the respective component of the Business Performance Factor will be pro-rated ratably, provided that the total MIP award cannot exceed a stated maximum.

After setting the Business Performance Factor, the compensation committee determines the actual bonuses paid to the NEOs based on an assessment of each NEO’s Individual Performance Factor. The Individual Performance Factor payout percentage (which impacts 25% of a NEO’s MIP award) can range from 0% to 110% for Messrs. Burke, Carn and Spegal and from 0% to 70% for Messrs. Slattery and Westrate, provided that the total MIP award cannot exceed a stated maximum. The Compensation Committee performs the assessment of Mr. Burke’s Individual Performance Factor after reviewing the written assessments of his performance against the specific goals and objectives that Mr. Burke provided to the board of directors. The CEO performs the assessment of the other NEOs’ Individual Performance Factors and makes a recommendation to the Compensation Committee based upon his assessment of their achievement of the goals and objectives as set forth by him.

The Individual Performance Factors for Messrs. Burke, Carn, Spegal, Slattery and Westrate are based upon their respective contributions towards achievement of the following: (1) completion of the integration of acquired and merged companies; (2) achieving estimated synergy targets; (3) institutionalizing culture; (4) positioning us for maximum value creation; (5) completing acquisitions and development projects; and (6) formalizing policies and procedures related to internal controls and governance.

Sign-on Bonuses

for life insurance benefits in an amount equal to the NEOs' base salary plus bonus potential. The NEO may designate a beneficiary of their choosing under the life insurance.

Severance and Other Benefits Payable Upon Termination of Employment or Change in Control

We believe that severance protections can play a valuable role in attracting and retaining high caliber talent. In the competitive market for executive talent, we believe severance payments and other termination benefits are an effective way to offer executives financial security to offset the risk of foregoing an opportunity with another company. Consistent with our objective of using severance payments and benefits to attract and retain executives, we generally provide each NEO with amounts and types of severance payments and benefits that we believe will permit us to attract and/or continue to employ the individual NEO.

The severance benefits provided under the NEO employment agreements are generally more favorable than the benefits payable under our general severance policy. For example, the NEO employment agreements provide for a severance benefit payable upon a termination by us without cause or by the NEO for "good reason". Details on NEO severance arrangements can be found below under "-Summary of NEO Employment Agreements."

Section 162(m) of the Code

Section 162(m) of the Internal Revenue Code ("Section 162(m)") generally disallows a tax deduction for compensation over \$1,000,000 paid for any year to a corporation's principal executive officer or an individual acting in such a capacity and the three most highly compensated executive officers (not including the principal executive officer or the principal financial officer). Section 162(m) applies to corporations with any class of common equity securities required to be registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Because we do not currently have any publicly held common stock, Section 162(m)'s restrictions do not currently apply to us.

The following table provides summary information concerning the compensation of our CEO, our Chief Financial Officer ("CFO") and each of our other NEOs for the 2013-2015 fiscal years.

Summary Compensation Table

		Year	Salary	Option Award (1)	Non-equity incentive plan compensation (2)	Total All Other Compensation (3)	Total
Richard Burke Officer	Chief Executive	2015	\$ 557,000	\$ —	\$ 548,924	\$ 42,306	\$ 1,148,230
		2014	\$ 520,698	\$ —	\$ 530,880	\$ 490,344	\$ 1,541,922
		2013	\$ 465,000	\$ 3,425	\$ —	\$ 318,131	\$ 786,556
Steven Cam Officer	Chief Financial	2015	\$ 392,923	\$ —	\$ 391,155	\$ 30,834	\$ 814,912
		2014	\$ 381,750	\$ —	\$ 370,756	\$ 20,204	\$ 772,710
		2013	\$ 375,000	\$ 5,635	\$ 361,726	\$ 34,774	\$ 777,135
John Spegal Operating Officer	Chief	2015	\$ 378,133	\$ 55,405	\$ 365,088	\$ 21,508	\$ 820,134
		2014	\$ 297,038	\$ 175,423	\$ 349,632	\$ 190,694	\$ 1,012,787
Michael K. Slattery Senior Vice President, General Counsel		2015	\$ 306,000	\$ 288,320	\$ 182,774	\$ 98,784	\$ 875,878
William Westrate Chief Administrative Officer		2015	\$ 280,800	\$ 183,729	\$ 165,089	\$ 20,886	\$ 650,504

(1) Represents options granted under the 2012 Plan by the Parent to each NEO. Amounts reported reflect the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. For a discussion of the assumptions and methodologies used to calculate the amounts reported in fiscal 2015, see the discussion of nonqualified option awards contained in Notes 1 and 15 to our audited consolidated financial statements for the period ended December 31, 2015.

(2) Figures represent awards paid under our Management Incentive Plan (MIP) in respect of the year earned. See "Executive Compensation-Executive Compensation Program Elements-Cash Bonus Opportunities-Fiscal 2015 MIP" above for a description of our MIP.

(2) Reflects the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. Exercise priced based upon third-party valuation or third-party transaction price.

For a discussion of the assumptions and methodologies used to calculate the amounts reported, please see the discussion of option awards contained in Note 15 to our Consolidated Financial Statements for the period ended December 31, 2015.

Summary of NEO Employment Agreements

This section describes employment agreements in effect for our NEOs during fiscal 2015. In addition, the terms with respect to grants of stock options described above under "Long-Term Equity Incentive Awards" are further described below for our NEOs in the section entitled "Outstanding Equity Awards at December 31, 2015." Severance agreements and arrangements are described below in the section entitled "Potential Payments upon Termination or Change in Control."

Employment Agreement of Richard Burke

We entered into an employment agreement with Mr. Burke (the "Burke Agreement"), effective as of November 20, 2012, for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. The agreement was subsequently modified in connection with Mr. Burke's appointment as CEO effective July 1, 2014. The financial terms of the Burke Agreement, as modified for salary, include (1) an annual base salary of \$525,000, subject to increases not less than 100% of the CPI, (2) participation in our MIP, with a target annual cash bonus amount up to 100% of his annual base salary, and (3) a pool of options established by the compensation committee for which Mr. Burke may earn up to 1,333 options per year for fiscal 2014, 2015 and 2016 if certain EBITDA targets are met.

We must maintain a long term disability plan which provides benefits in an amount at least equal to 66 ²/₃% of Mr. Burke's annual base salary then in effect, up to a maximum of \$9,000 per month. Further, Mr. Burke is entitled on a tax grossed-up annual basis during each calendar year of his employment, to: (1) a Company automobile or allowance for an automobile, (2) participation in the incentive stock option award program, (3) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (4) six weeks' vacation, (5) short term disability benefits, (6) life insurance benefits in an amount equal to \$1,000,000 for which we must pay the premiums and for which he may designate a beneficiary and (7) reimbursement of certain relocation expenses.

Mr. Burke is also entitled to a seat on our Board of Directors. We retain the right to remove Mr. Burke from the Board of Directors in connection with any restructuring of the Board of Directors in connection with a public offering. In such an event, no payments would be due to Mr. Burke.

Severance benefits are payable to Mr. Burke in connection with his termination without cause or his resignation for "good reason," which is defined as either a breach of the Burke Agreement by the Company, a relocation of Mr. Burke's principal place of business to a location that represents a material change (50 miles from principal place of business) in geographic location or a material diminution in his authority, duties, responsibilities, reporting position or compensation. Such severance payments are provided in an amount equal to two times his base salary and bonus received during the preceding fiscal year, paid out in 24 equal monthly installments, and a pro-rata portion of his bonus as earned through the termination date, and an additional \$36,000 cash payment payable in 24 equal monthly installments. Mr. Burke is subject to non-competition, non-solicitation and non-interference with employees provisions for two years following termination of employment for any reason and to indefinite confidentiality provisions.

In the event that any payments or benefits due to Mr. Burke constitute parachute payments under Section 280G of the Internal Revenue Code (the "Code"), and will be subject to the excise tax imposed by Section 4999 of the Code, then the Company will pay Mr. Burke a gross-up payment so as to put him in the same after-tax position as if the Section 4999 excise tax was not imposed.

Employment Agreement of Steven R. Carn

We entered into an employment agreement with Mr. Carn (the "Carn Agreement"), effective as of November 20, 2012 for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Carn Agreement, Mr. Carn serves as our Chief Financial Officer.

provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Slattery Agreement, Mr. Slattery serves as our Senior Vice President, General Counsel.

The financial terms of the Slattery Agreement include: (1) an annual base salary of \$306,000, subject to annual increases; and (2) continued participation in our MIP, with a target annual cash bonus amount up to 60% of his salary. In addition, Mr. Slattery is entitled to: (a) vacation of up to four weeks, (b) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (c) short-term disability benefits, (d) a long-term disability plan which provides benefits in an amount at least equal to 40% of Mr. Slattery's annual base salary then in effect up to a maximum of \$11,000 per month, (e) participation in the Company's current equity compensation plan, as amended from time to time, (f) payment by the Company of premiums on a life insurance policy in an amount equal to two times Mr. Slattery's base salary, and (g) reimbursement of direct and reasonable business expenses.

Severance benefits are provided under the Slattery Agreement if Mr. Slattery's employment terminates without cause or for "good reason," subject to the execution and non-revocation of a general release. "Good Reason" has the same meaning as in the Spegal Agreement. Upon such termination, Mr. Slattery is entitled to severance payments in (i) an amount equal to two times his annual base salary then in effect, payable in 24 equal monthly installments; (ii) a pro-rata portion of his bonus as earned through the termination date; and (iii) an amount equal to two times the greater of (1) his bonus received during the fiscal year immediately preceding the year of termination and (2) the average of the bonuses paid to Mr. Slattery in the two years immediately preceding the year of termination, payable in 24 equal monthly installments. Mr. Slattery is subject to a non-competition covenant for two years following termination of employment for any reason, a non-solicitation and non-interference with employees covenant for two years following termination of employment for any reason and indefinite confidentiality provisions.

Employment Agreement of William Westrate

We entered into an employment agreement with Mr. Westrate (the "Westrate Agreement"), effective as of May 1, 2015 for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Westrate Agreement, Mr. Westrate serves as our Chief Administrative Officer.

The financial terms of the Westrate Agreement include: (1) an annual base salary of \$270,000, subject to annual increases; and (2) continued participation in our MIP, with a target annual cash bonus amount up to 60% of his salary. In addition, Mr. Westrate is entitled to: (a) vacation of up to four weeks, (b) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (c) short-term disability benefits, (d) a long-term disability plan which provides benefits in an amount at least equal to 40% of Mr. Westrate's annual base salary then in effect up to a maximum of \$11,000 per month, (e) participation in the 2012 Plan, as amended from time to time, at Level 1 of the 2012 Plan, (f) payment by the Company of premiums on a life insurance policy in an amount equal to two times Mr. Slattery's base salary, and (g) reimbursement of direct and reasonable business expenses.

Severance benefits are provided under the Westrate Agreement if Mr. Westrate's employment terminates without cause or for "good reason," subject to the execution and non-revocation of a general release. "Good Reason" has the same meaning as in the Spegal Agreement. Upon such termination, Mr. Westrate is entitled to severance payments in (i) an amount equal to two times his annual base salary then in effect, payable in 24 equal monthly installments; (ii) a pro-rata portion of his bonus as earned through the termination date; and (iii) an amount equal to two times the bonus received during the fiscal year immediately preceding the year of termination, payable in 24 equal monthly installments. Mr. Westrate is subject to a non-competition covenant for two years following termination of employment for any reason, a non-solicitation and non-interference with employees covenant for two years following termination of employment for any reason and indefinite confidentiality provisions.

Outstanding Equity Awards at December 31, 2015

The following table sets forth information concerning outstanding stock options to purchase shares of Parent common stock held by each of our NEOs as of December 31, 2015.

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Name	Item of Compensation	Termination Upon Death/Disability	Termination Upon Retirement	Involuntary Termination Not for Cause or Reason	Termination for Cause	Voluntary Resignation (2)	Termination Upon Change in Control (3)
Richard Burke	Bonus	\$ 548,924	\$ —	\$ 548,924	\$ —	\$ 548,924	\$ 548,924
	Additional Severance (1)	\$ 36,000	\$ —	\$ 36,000	\$ —	\$ 36,000	\$ 36,000
	Unvested Stock Options	\$ 3,527	\$ —	\$ —	\$ —	\$ —	\$ 3,527
	Multiple of Salary and Bonus	\$ 2,211,848	\$ —	\$ 2,211,848	\$ —	\$ 2,211,848	\$ 2,211,848
	Total Payments	\$ 2,800,299	\$ —	\$ 2,796,772	\$ —	\$ 2,796,772	\$ 2,800,299
Steven Carn	Bonus	\$ 391,155	\$ —	\$ 391,155	\$ —	\$ 391,155	\$ 391,155
	Unvested Stock Options	\$ 163,286	\$ —	\$ —	\$ —	\$ —	\$ 163,286
	Multiple of Salary and Bonus	\$ 1,568,157	\$ —	\$ 1,568,157	\$ —	\$ 1,568,157	\$ 1,568,157
	Total Payments	\$ 2,122,598	\$ —	\$ 1,959,312	\$ —	\$ 1,959,312	\$ 2,122,598
John Spegal	Bonus	\$ 365,088	\$ —	\$ 365,088	\$ —	\$ 365,088	\$ 365,088
	Unvested Stock Options	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 334,004
	Multiple of Salary and Bonus	\$ 743,221	\$ —	\$ 1,486,443	\$ —	\$ 1,486,443	\$ 1,486,443
	Total Payments	\$ 1,108,309	\$ —	\$ 1,851,531	\$ —	\$ 1,851,531	\$ 2,185,535
Michael K. Slattery	Bonus	\$ 182,774	\$ —	\$ 182,774	\$ —	\$ 182,774	\$ 182,774
	Unvested Stock Options	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 293,230
	Multiple of Salary and Bonus	\$ 488,774	\$ —	\$ 977,548	\$ —	\$ 977,548	\$ 977,548
	Total Payments	\$ 671,548	\$ —	\$ 1,160,322	\$ —	\$ 1,160,322	\$ 1,453,552
William Westrate	Bonus	\$ 165,089	\$ —	\$ 165,089	\$ —	\$ 165,089	\$ 165,089
	Unvested Stock Options	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 309,682
	Multiple of Salary and Bonus	\$ 445,889	\$ —	\$ 891,778	\$ —	\$ 891,778	\$ 891,778
	Total Payments	\$ 610,978	\$ —	\$ 1,056,867	\$ —	\$ 1,056,867	\$ 1,366,549

(1) Paid in 24 equal monthly installments.

(2) Voluntary resignation payments are based upon resignation for "good reason.". Details of the definition of "good reason" applicable to each of our named executive officers are provided above under "Compensation Discussion & Analysis - NEO Employment Agreements."

(3) For Mr. Burke and Mr. Carn, options outstanding as of December 31, 2015 would have automatically vested upon a change in control had one occurred as of that date. In that case, the value received by Mr. Burke on account of the acceleration of his unvested stock options would have been \$3,527, and the value received by Mr. Carn on account of the acceleration of his unvested stock options would have been \$163,286.

All NEOs are subject to non-competition covenants for two years following termination of employment, non-solicitation and non-interference with employees provisions for two years following termination of employment for any reason and indefinite confidentiality provisions.

Non-Employee Director Compensation

During the fiscal year ending in 2015, we did not provide any compensation to our directors on account of their service to the Company as non-employee directors. The only directors who received compensation from the Company were Mr. Appleby in connection with consulting services that he provides to the Company, and Messrs. Burke and Carn in connection with their service as officers of the Company. As of April 30, 2016, Mr. Appleby will no longer be providing consulting services to the Company. Payments to Messrs. Burke and Carn are set forth in the Summary Compensation Table. Payments to Mr. Appleby are described below and are set forth in the director compensation table included in the section labeled "Compensation Arrangements of Charles Appleby."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Not applicable.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Promissory Notes (in millions) Relating to Exercise of Advanced Disposal Stock Options

On December 31, 2008, the Parent issued to Charles Appleby, Walter Hall, Steven Carn, Mary O'Brien, Steven Del Corso and Christian Mills, executive officers of Advanced Disposal, promissory notes in an aggregate principal amount of \$28.0 in connection with the exercise of stock options by such officers. Each of the borrowers pledged the shares purchased with the proceeds of the full recourse notes as collateral for the notes. The promissory notes accrued interest semi-annually at a rate of 2.83% through November 19, 2012 and .89% from November 20, 2012 and thereafter, which is payable on the due date of the notes. All loans mature at the earlier of six years from the date of re-issuance on November 20, 2012, upon termination of employment or upon sale of stock.

The loan amounts consisting of unpaid principal and interest as of December 31, 2015 are as follows: Mr. Appleby for \$7.2; Mr. Hall for \$2.9; Mr. Carn for \$5.4, Mr. DelCorso for \$2.2, Ms. Mills for \$0.7 and Ms. O'Brien for \$4.3. The loans were distributed by Advanced Disposal Services, Inc. to its parent Company, Advanced Disposal Waste Holdings Corp. in November 2012. The loans are not obligations of the Company or any of its subsidiaries. Subsequent to December 31, 2015, these loans were settled by all individuals with the exception of Ms. Mills who is no longer an executive officer of the Company.

Employment Relationships

Certain related party employment relationships exist within the Company. Two of Mr. Appleby's immediate family members are employed by the Company and total compensation, excluding stock options granted for fiscal 2015 was \$141,734 and \$165,682, respectively. They were awarded options during 2015 with a fair market value of \$10,053 and \$6,568.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Audit Fees

Fees for audit services totaled approximately \$1.6 and \$1.0 for the fiscal years ended December 31, 2015 and 2014, respectively, including fees associated with the annual audits, reviews of our quarterly reports on Form 10-Q and assistance with the review of documents filed with the SEC.

Audit-Related Fees

None.

Tax Fees

Fees for tax services totaled approximately \$0.2 and \$0.5 for the fiscal years ended December 31, 2015 and 2014, respectively, for tax planning advice primarily related to legal entity restructuring.

All Other Fees

Fees for acquisition related due diligence services totaled \$0.2 for the fiscal year ended December 31, 2015.

Audit Committee Pre-Approval Policies

The duties and responsibilities of our Audit Committee include the pre-approval of all audit, audit related, tax, and other services permitted by law or applicable SEC regulations (including fee and cost ranges) to be performed by our independent registered public accounting firm. Any pre-approved services that will involve fees or costs exceeding pre-approved levels will also require specific pre-approval by the Audit Committee. Unless otherwise specified by the Audit Committee in pre-approving a service, the pre-approval will be effective for the 12-month period following pre-approval. The Audit Committee will not approve any non-audit services prohibited by applicable SEC regulations or any services in connection with a

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Advanced Disposal Services, Inc.

By: /s/ Richard Burke
 Richard Burke
 Chief Executive Officer and Director

Date: March 4, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

Each person signing below also hereby appoints Steven R. Carn, Matthew Gunnelson, Michael Slattery, and Richard Burke, and each of them singly, his or her lawful attorney-in-fact with full power to execute and file any and all amendments to this report together with exhibits thereto and generally to do all such things as such attorney-in-fact may deem appropriate to enable Advanced Disposal Services, Inc. to comply with the provisions of the Securities Exchange Act of 1934 and all requirements of the Securities and Exchange Commission.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Richard Burke</u> Richard Burke	Chief Executive Officer and Director (Principal Executive Officer)	March 4, 2016
<u>/s/ Steven R. Carn</u> Steven R. Carn	Chief Financial Officer, Treasurer and Director (Principal Financial Officer)	March 4, 2016
<u>/s/ Matthew Gunnelson</u> Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer (Principal Accounting Officer)	March 4, 2016
<u>/s/ Christopher Beall</u> Christopher Beall	Director	March 4, 2016
<u>/s/ John Miller</u> John Miller	Director	March 4, 2016
<u>/s/ Bret Budenbender</u> Bret Budenbender	Director	March 4, 2016
<u>/s/ Jared Parker</u> Jared Parker	Director	March 4, 2016

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<u>Exhibit Number</u>	<u>Description of Exhibits</u>
3.1	Certificate of Incorporation of ADS Waste Holdings, Inc. (Incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
3.1a	Certificate of Amendment of Certification of Incorporation of ADS Waste Holdings, Inc.
3.2	Bylaws of ADS Waste Holdings, Inc. (Incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.1	Indenture, dated as of October 9, 2012, between ADS Waste Escrow Corp. and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.2	Supplemental Indenture, dated as of November 20, 2012 between ADS Waste Holdings, Inc., and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.3	Supplemental Indenture, dated as of November 20, 2012 among certain subsidiaries of ADS Waste Holdings, Inc., as guarantors, and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.4	Registration Rights Agreement, dated as of October 9, 2012, between ADS Waste Escrow Corp. and Deutsche Bank Securities, Inc., as representative of the initial purchasers (Incorporated by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.1	Senior Secured Credit Agreement, dated as of October 9, 2012, among ADS Waste Escrow Corp. II, as escrow borrower, ADS Waste Holdings, Inc., as borrower upon the acquisition date, Advanced Disposal Waste Holdings Corp., as intermediate holdings upon the acquisition date, the lenders party thereto, Deutsche Bank Trust Company, Americans, as administrative agent and collateral agent, Deutsche Bank Securities Inc., Macquarie Capital (USA) Inc., UBS Securities LLC, Barclays Bank PLC and Credit Suisse Securities (USA) LLC, as joint bookrunners and joint lead arrangers, Macquarie Capital (USA) Inc. and UBS Securities LLC, as co- syndication agents, and Barclays Bank PLC and Credit Suisse Securities (USA) LLC, as co- documentation agents (Incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013, as amended and/or supplemented by (i) Exhibit 10.1 of the Company's Amendment No. 1 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on October 16, 2013, (ii) Exhibit 10.1(a) of the Company's Amendment No. 5 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on November 1, 2013 and (iii) Exhibit 10.1(a) of the Company's Amendment No. 6 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on November 6, 2013)

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<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.11	Executive Employment Agreement for Steven Carn, dated November 20, 2012 (Incorporated by reference to Exhibit 10.9 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.12	Executive Employment Agreement for John Spegal, dated May 1, 2014 (Incorporated by reference to Exhibit 10.12 of the Company's Annual Report on Form 10K filed with the Securities and Exchange Commission on March 10, 2015)
10.13	Reserved
10.14	2012 ADS Waste Holdings Corp. Stock Incentive Plan (Incorporated by reference to Exhibit 10.12 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.15	Amended and Restated Share Price Protection Agreement, between the Company and Charles Appleby, dated December 20, 2012 (Incorporated by reference to Exhibit 10.13 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.16	Form of Senior Management Stock Option Award Agreement (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.14 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.17	Form of Management Stock Option Award Agreement, Annual Award (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.15 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.18	Form of Management Stock Option Award Agreement, Strategic Performance Award (Post-2009) (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.16 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.19	Form of Management Stock Option Award Agreement/Strategic Performance Award (Pre-2010) (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.17 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.20	Form of Senior Management Stock Option Award Agreement under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.18 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)

PROPOSAL NARRATIVE

Executive Summary

Advanced Disposal Services Solid Waste Midwest, LLC. (Advanced Disposal) has read and understands the specifications in preparation for our RFP response for the City of Yorkville. Advanced Disposal is particularly well suited to provide residential refuse, recycling, and yard waste collection to Yorkville because among other reasons, we have been providing service for the past ten years and are located close to the City. Advanced Disposal has a hauling operation and transfer station in Batavia, Illinois. The trucks and equipment that will be used for the refuse, recycling, and yard waste collection in Yorkville will be housed and dispatched out of our Batavia facility. The close proximity of our location to the City means that in the event of a breakdown, where the truck is inoperable, Advanced Disposal can have a replacement vehicle in place in a maximum of 3 hours. In addition to these facilities, Advanced Disposal has set up a comprehensive internal network of hauling locations, transfer stations and disposal facilities to insure cost effective, long term solid waste and recycling collection as well as processing and disposal for our municipal customers. By selecting Advanced Disposal to continue to provide the residential collection in the City of Yorkville, the real potential of a problematic transition to a new hauler will be completely avoided. We feel that Advanced Disposal currently provides exemplary collection service to the residents of Yorkville and to the municipalities we serve and better than any other provider in our field. Service to the residents is the most important aspect of residential collection. To that end, Advanced Disposal is extremely customer service oriented. As an example, when the City of Wilmette was hit with the violent storms, Advanced Disposal responded with full force to the City's request for extraordinary service to clean-up the massive storm damage throughout the City. Advanced Disposal was able to call in trucks from all over the Chicagoland area as well as from out of state to provide the service required. This type of service and mobilization response is not possible from a smaller independent hauler. Advanced Disposal has proven that we can and will be available when the City calls on us for service.

Included No Cost Website Access and Links

Should Advanced Disposal be awarded the new collection contract, a new brochure will be developed specifically for the City and residents of Yorkville. In addition Advanced Disposal operates a web site: www.AdvancedDisposal.com. On this website, Advanced Disposal provides information about the refuse, recycling and yard waste programs in each of the municipalities we serve in the Chicagoland area including Yorkville. Upon award of the contract, Advanced Disposal will immediately update the website to include the new service options in Yorkville. In addition, we will have this site linked with the municipality's website, if requested, in order to provide residents the easiest access to the site and program information. Advanced Disposal maintains the site and the information contained in it so there is no burden placed on the City to keep the site current and up to date. We do all of that for you. Please feel free to browse our website to get an idea of

just how easy it is for your residents to access information and have questions answered without having to call the City offices.

Safety & Training Programs

Advanced Disposal has in a number comprehensive safety programs in place at our Batavia facility to ensure that the employees we use to service the City are well trained and perform their duties in the safest manner possible. There is nothing more important to Advanced Disposal than the safety of our employees, our customer and the public. It is clearly summed up in our motto; "Service First, Safety Always". A list of some of these programs is provided below.

1. Pre-employment Screening Policy

All potential new employees are put through a thorough screening process to ensure that Advanced Disposal is hiring the best possible candidates for a job. The pre-employment screening, among other things, includes a background check, physical examination/functional evaluation, drug and alcohol screening, and caliper/DPAS evaluation.

2. New Hire Training Policy

This is a comprehensive training program that Advanced Disposal has instituted to ensure that the drivers of our vehicles receive the proper training for the job they will be performing and the vehicle they will be driving. The three week program encompasses both classroom and behind the wheel training with the opportunity for the new hire to interact with an experienced trainer.

3. Driver Qualification Policy

The purpose of this program is to ensure that all employees who operate commercial motor vehicles know their responsibilities required to comply with the Federal Motor Safety regulations pertaining to safe operating practices, and requirements related to inspection and reporting.

4. Alcohol & Substance Abuse Policy

The purpose of this program is to establish uniform procedures in compliance with all applicable laws and regulations to ensure that Advanced Disposal will have a safe, productive, drug and alcohol free workplace.

5. Personal Protective Equipment Policy

Advanced Disposal has developed a Personal Protective Equipment Program in order to minimize exposure to a variety of hazards that can cause injury

6. Accident & Injury Repeater Policy

This policy establishes a consistent, progressive and systematic mechanism to correct the unsafe behaviors that result in accidents, injuries, and losses; or to remove those individuals who demonstrate repeated unsafe behavior from the workforce.

7. Driver/Operator Distraction Policy

All employees are prohibited from the unauthorized use of cell phones and communications devices while operating company vehicles or equipment. Smoking, eating, drinking, load music or using devices with earphones are also prohibited while operating company vehicles or equipment.

8. Seatbelt Use Policy

For safety reasons, Advanced Disposal requires that all employees operating, or riding in, a company owned, leased, or rented vehicle that is equipped with seatbelts, wear seatbelts while the vehicle is in motion.

9. I Care Policy

The purpose of this policy is to observe and evaluate an employee's performance during a normal workday. Management will conduct random, unannounced observations of employees rating their work skills, personal safety, service standards and vehicle/equipment condition. The results of these observations will help management assess, address and correct any safety concerns.

10. Safety Always – 10 Primary Safety Rules Policy

This policy is in place to ensure all employees follow prescribed guidelines and generally accepted safe practices, that when not followed may be a contributing cause to accidents causing serious injury or death:

- a. Safety Devices
- b. Container Safety Latches
- c. Snaking/ZigZagging/Criss-crossing
- d. Vehicle Backing
- e. Secure vehicle and equipment safely
- f. Seat belts
- g. Speed limits
- h. Dual drive (right side) secondary position vehicles
- i. Disposal/recycling/transfer station rules
- j. Certain accidents

11. DriveCam

DriveCam is an excellent tool which as one can surmise from the title entails placing a camera in the truck and when deployed appropriately, it will prevent accidents

The Use of DriveCam

The effective use of DriveCam gives management and employees the ability to capture and review bad driving habits. These coaching sessions enable the employees with an ability to recognize, correct, and improve before the risky habits lead to an accident. Certain repeated activities are known to be more likely to cause an accident before others. Moreover, risky driving statistics prove that drivers, who are consistently inattentive, follow too close, fail to look far enough ahead, or don't leave themselves an out, are several times more likely to be involved in an auto accident than drivers without these habits.

In many cases, DriveCam enables self-coaching by the employee while in the cab. This is evident in events reviewed where the driver is involved in a risky maneuver and apologizes to the camera after the event takes place. This extremely effective by-product helps to retrain drivers' habits that could hurt them or others.

Management has a responsibility to their employees, the public, and the company to make sure that known risky driving activities stop. If management does not address known risky activity, they have failed the employees, public, and company. If an employee is unresponsive to continued coaching, management has an obligation to stop the activity before something tragic occurs.

The Need for DriveCam

To ensure adherence with the company's policies and safe work procedures, the waste industry has commonly used employee observations. While these observations are effective and must remain a part of our daily management, they can be subjective and difficult to measure. DriveCam offers metrics that are easy to apply to several different driving situations.

A driver who has difficulty maintaining four seconds of following distance may be misjudged on an ICARE. Where DriveCam has the ability to define to a 1/4 of a second how much following distance is between the vehicle ahead and our driver. This is just one simple instance where the DriveCam gives us a solid metric to measure performance.

DriveCam also allows the local management to capture more information out in the field than the traditional ICARE. In several instances we find our employees performing well and reacting to prevent accidents and near misses caused by poor drivers out on the road. With this information we are able to recognize the driver

for outstanding performance, where this would not have been feasible previously. With the driver's permission, we are able to present his or her exemplary performance in safety meetings to increase awareness around specific situations, effectively promoting prevention of accidents through awareness.

Additionally, DriveCam has the ability to capture events which may exonerate drivers accused of causing accidents on the road. In several instances across the company, our DriveCam footage has given us the ability to deny and uphold the driver's innocence in collisions and damage. Without DriveCam, the ability to fortify the employee and deny a claim is degraded.

Achievements Using DriveCam

Many divisions across the company have achieved outstanding results the last two years. Much of this success can be credited to the appropriate deployment of the DriveCam program. An orderly approach to the program has led many divisions to see accident frequencies and reduced claims costs never seen previously.

Major decreases in accidents have also decreased the amount of dollars spent in claims. This has increased the stability of the local division and afforded them the ability to be more competitive, thus ensuring jobs during these difficult economic times.

Maintenance Programs

Advanced Disposal has in a number comprehensive maintenance programs in place at our Batavia division to ensure that the collection vehicles we use to service the City are well maintained, safe and dependable. A brief summary of some of these programs is provided below.

1. Tire program, mounting & dismounting

This maintenance program is in place to ensure that the tires are put on and taken off the on the truck safely and properly. This program is aimed at eliminating the possibility injuries while changing tires.

2. Torque & Re-torque program

This program is in place to ensure that the lug nuts used to keep the tires on the truck do not work themselves loose while the truck is on the road. This is a very important maintenance and safety program because if wheels are not re-torqued 24 hours after they are put on there is a possibility that the lug nuts could work themselves loose and the wheel could come off the truck while moving. The Re-Torque program is also followed throughout our routine PM program, done during every PM.

3. Wheel Stud & Nut replacement program

This program is in place to ensure that the wheel studs and nuts used to secure the wheel to the truck are periodically replaced. This is necessary because over time a studs can become stretched and nuts can become stripped therefore creating a safety hazard.

4. RTA, our full maintenance tracking program.

This program is our computerized record tracking program used for scheduling our PM's and preventive maintenance for all of our vehicles and equipment. Each of our vehicles receives preventative maintenance at scheduled intervals based on the number hours each vehicle has operated.

5. Brake S.O.P.

This program is in place to ensure that the brakes on all of our vehicles are fully functional at all times. This program is especially important to the residential collection vehicles due to the number of stops each makes daily.

6. Multi-Seal program, eliminating flat tires while on route

This program is in place to reduce the downtime of our collection vehicle due to flat tires that may be caused by the frequent trips into landfills to dump. Advanced Disposal uses a multi-seal inside each tire that seals leaks thus preventing the need to change the tire. This translates to less route downtime and therefore ensuring more predicable timely route collection.

7. Parker Hydraulic Hose program

This program is in place and is aimed at reducing and eliminating blown hydraulic hoses and leaks that may occur on the residential routes.

8. Fleet replacement Program

The fleet replacement program is a measure that we follow on replacing our collection trucks, making sure we keep the fleet as new as possible. We have a schedule that we follow for each line of business

9. Our Advanced Disposal Maintenance Managers, are a member of the TMC (Technology & Maintenance Council

The TMC is a group of members that are testing new products, testing the products that we are using today to see that the product is safe, testing to see if it is productive, and once a product or issue finishes it testing, the product or issue is placed under a R.P. (Recommended Practice)

TMC not only tests new products, they also take the maintenance on a fleet truck, and they study the way it is maintained. Building better ways to achieve a safe way to repair, maintain, and simply make sure it is safe to perform the function of the repair.

Customer Care Program

Customer Care is a priority at Advanced Disposal. We feel that we manage the contract for the municipality. We do our best and focus our efforts on ensuring that the municipalities are not spending resources on managing the refuse collection contract. Advanced Disposal has trained Customer Care representatives who are very familiar with requests posed by residential customers. These Customer Care representatives are available to assist the residents of Yorkville during normal business hours.

Advanced Disposal has an intensive Customer Care training program that each Customer Care representative (CCR) must go through. Advanced Disposal has undertaken the task of using an outside Customer Care training company; StataPile to assist and compliment the training of our Customer Care representatives. In using a company like StataPile we have realized a great success in the improvement of our Customer Care departments since we began the program four years ago. Our improved Customer Care translates into the City residents having their questions answered and problems addressed in a prompt and courteous manner. Below are some of the aspects of the CCR training program:

Audits

Every Advanced Disposal location receives reviews from StataPile who listen to recorded actual CCR/customer interactive calls test the effectiveness and helpfulness of their Customer Care and sales staff. Those calls and evaluations are reviewed with the individual CCR promptly to address any concerns or training needs. The guidelines that Advanced Disposal has established are the toughest in the Environmental Services industry. Our philosophy of "One Call Does It All" empowers the person who answers the phone to help the customer with anything he/she may need. There is a big focus on voice, attitude and wording, and the impact a Customer Care representative can have on a customer. Equal importance is given to the accuracy in setting up new orders and service issue resolution.

New Hire Training

All newly hired CCR's go through an 8 hour classroom training session that focuses on:

- Voice, attitude and wording
- Industry education on residential, commercial and roll-off services
- Review of scripts for effective handling of sales and service issues
- Role-playing

Upon completion of the training each participant receives a certificate.

On-Going Customer Care Training

Advanced Disposal continually strives to provide the best Customer Care in the industry. To that end, each CCR receives ongoing training in either half and/or full-day classroom training session customized for each location to continue the development of each CCR. In addition, StataPile conducts 90 minute webinars when needed to address market specific issues or changes

We will make available to municipal staff the phone numbers of key individuals to be contacted in the event that a member of the municipal staff needs to contact them. We are currently in the process of developing an email process and an online process that allows residents to use an email or the internet to forward questions, comments and service issues. Once the process is finalized we will roll it out to the municipalities. Advanced Disposal's Customer Care department is local and housed in Batavia. We have attached a copy of the forms we will use internally in our Customer Care department to address the calls and questions from Yorkville residents.

New Hire Orientation

Below are the highlights of Advanced Disposal's New Hire Training Program. As you can see this New Hire Training Program is quite comprehensive and extensive. This program ensures that our employees that will be responsible for this residential contract will be fully capable of performing all duties and tasks required to meet the needs of the municipality.

Purpose/Objectives

- To prepare new employees to safely perform their job duties
- To provide the company with competent and capable new employees as quickly as possible
- To introduce new employees to Advanced Disposal
- To make a good first impression and establish a sense of pride in working for Advanced Disposal
- To establish safety expectations for new employees
- To meet OSHA and DOT requirements
- To ensure a consistent level of training is provided across the entire company

Overview

- Attendance is required by all new employees. A new employee is not to perform any safety sensitive duties until training is complete
- Required topics are listed by job classification
- The training is divided into 4 modules plus OJT
- Specialized training topics (confined space entry, forklift, special waste, etc.) are covered on an as needed basis
- The topics are sequenced to get new employees on the job as quickly as possible
- Content is company and industry specific and includes text, pictures, video, hands-on demonstration, and Smith System Training for drivers
- Training sessions are led by Training Managers who are certified in the Smith System, Reasonable Suspicion, and experienced in OSHA and DOT regulations

- Quizzes are administered after each topic
- A comprehensive test is administered after each module
- New employees must score 90% or better to proceed
 - New employees can retake a test a second time if they score below 90% on the first test
- A sign off sheet is used to ensure required topics are covered for each new employee
- Both the new employee and the Training Manager must initial the form beside each required topic
- Feedback forms are completed by each new employee
- Training Managers complete an evaluation form for each new employee – Trainee Scorecard. This form is provided to the hiring manager/supervisor.
- Duration of classroom portion:
 - Administrative – half day
 - MRF – 1 day
 - LF, TS – 1.5 days
 - Helper, Mechanics – 2 days
 - Drivers – 2.5 days (Smith System)
- After completing the classroom portion of the training the next step is OJT, excluding administrative employees
 - OJT consists of a supervisor or their designee or driver trainers observing a new employee safely perform key aspects of their job e.g. 10 days behind the wheel for drivers
 - A form is used to document that the new employee demonstrated the ability to perform key aspects of their job safely.
- All documentation (tests, OJT, etc.) is filed in employee personnel file/training files
- Once OJT piece is complete the new employee is observed once a week for one month as part of coaching program

Attached is an example of the Phone Training and StataPile Program our Customer Care representatives complete as well as the monthly reports we provide to the City of Yorkville. These reports will be modified to include all of the additional information requested by the City of Yorkville and provided on a monthly basis.

Operational Approach

Advanced Disposal understands all of the requirements for providing refuse, recycling and yard waste service to the City of Yorkville with respect to the specifications contained in this RFP. As you are aware Advanced Disposal has been providing refuse, recycling and yardwaste collection service for the City of Yorkville for the past 10 years.

Because of this, we have set up the collection routes to provide the most efficient collection routes possible. This means less wear and tear on the City streets. We also have all of the refuse and recycling carts currently in place so there will be no need to have a potentially disruptive transition by remaining with Advanced Disposal.

Refuse, Recycling and Yard Waste Program

Refuse Collection

For refuse collection, Advanced Disposal currently has divided the City into five sections, providing refuse collection on the same day of the week to each residence. **Advanced Disposal will not be changing any days of service for the residents of Yorkville.** Advanced Disposal is currently using three front loading CNG refuse collection vehicles for each day. **We use a unique collection routing scheme in Yorkville** where by Advanced Disposal commits three refuse collection vehicles daily to Yorkville. **That is an extra truck in the City so that there is additional coverage ensuring that all of the refuse collected by the end of the day when the vehicles leave town.** The normal routine routing scheme would only provide two refuse collection vehicles daily in the City **We would anticipate that the other competitors will only provide two refuse trucks daily.** In order for any service provider to meet the high quality of service Advanced Disposal provides, another company would have to have extensive experience in providing cart collection services to a municipality the size of Yorkville along with providing the extra collection vehicle daily. Each Yorkville resident has received what we feel has been exceptional, individual service for the past ten years and they have come to expect that level of service. There is a real probability of a turbulent transition period until the new hauler understands the service expectations of the City and its residents.

All of our vehicles collecting refuse is equipped with an automated mechanical tipper. This mechanism is used to collect the refuse carts that are utilized by the residents. As an attachment to this response, Advanced Disposal can provide pictures and specifications for the refuse carts we currently use. We can have an example of each of these carts delivered to the City Hall for inspection upon request.

Advanced Disposal already has all of the men and vehicles on hand, trained and providing residential refuse, recycling, and yard waste collection service to the residents of Yorkville so there is no possibility of transition problems with a new vendor.

The City of Yorkville along with Advanced Disposal has already established a collection schedule for weekly collection service Monday-Friday of each week. Even with the City adding an option of residents being able to choose additional size carts other than the current 65-gallon refuse cart, it will not be necessary to adjust any of the collection schedule to fit the new program.

We understand that a collection program change, such as the option to choose different size refuse carts, can potentially become a problem if not instituted correctly. We feel

communication to the residents is of the utmost importance during this time and we can assure the City that the communication provided to the residents will provide a smooth transition with minimal impact and no service disruption.

To insure that service is maintained at the highest level and to be able to respond quickly to any request by the City or a resident, Advanced Disposal has an assigned residential route manager for the residential accounts in the City of Yorkville. The residential route manager is in contact with the designated representative from the City on a daily basis to react quickly to any request that the City might have. This system is working very well. We have attached an example from the Village of Streamwood, of the literature that Advanced Disposal has used to provide residents with a easy and convenient way to choose their cart size if the City wishes to give residents that option.

White Goods and Bulk Items

Collection of White Goods and Bulk Items poses no problem for Advanced Disposal in the performance of this contract. White Goods and Bulk Items are collected separately on the same day as normal collection with the proper number of prepaid stickers attached.

Electronics Collection

Collection of electronics poses no problem for Advanced Disposal in the performance of this contract. Electronics will be collected separately at the curb.

Recycling Collection

As with refuse collection, Advanced Disposal currently has divided the City into five sections, providing recycling collection on the same day of the week as refuse to each residence. For the new contract, Advanced Disposal will be using three front loading CNG recycling vehicles/day to provide the required recycling collection to the residents. All of our vehicles collecting recycling are equipped with an automated mechanical tipper used to collect the recycling carts currently used by the residents. In order for any service provider to meet the high quality of service Advanced Disposal provides, at a minimum a semi-automated collection vehicle will have to be utilized. Advanced Disposal is currently using three front loading CNG recycling collection vehicles for each day. **We use a unique collection routing scheme in Yorkville where by Advanced Disposal commits three recycling collection vehicles daily to Yorkville. That is an extra truck in the City so that there is additional coverage ensuring that all of the recycling collected by the end of the day when the vehicles leave town.** The normal routine routing scheme would only provide two recycling collection vehicles daily in the City **We would anticipate that the other competitors will only provide two recycling trucks daily.**

We can have an example of the recycling carts delivered to the City Hall for inspection upon request. At the start of the new contract,

As part of the education of the residents to the new program we will provide each resident with a brochure outlining the new program. We have provided as an attachment, copies of the new brochures that we have distributed in other communities. As you know, we used one of these brochures with great success at the start of the first contract. The brochure outlines the requirements for the preparation of recyclables as well as what recyclables are accepted in the program. Other important aspects of the refuse, recycling, and yard waste collection program are also outlined in the brochure. As you can see, these brochures are tailored to the unique program in each community. Each residence covered by the collection contract is given one of these brochures at the start of the new contract as well as each new resident that moves into the community. The initial brochure will be mailed to each resident.

During this contract, Advanced Disposal will collect an unlimited amount of properly prepared recyclables using 65-gallon recycling carts. There is no limit.

Yard Waste and Leaf Collection

For yard waste collection, Advanced Disposal has divided the City into five sections and provides yard waste and leaf collection on the same day of the week as refuse and recycling. Advanced Disposal will provide yard waste collection in the performance of this contract. Advanced Disposal will provide rear loading packing trucks for the collection of yard waste. Residents may place out for collection an unlimited amount of properly prepared yard waste for collection during the yard waste season each year. Advanced Disposal understands the Yard Waste Stacks and has no problem with this service.

Organics Collection

Collection of food scraps does not pose a problem but rather a change in both collection methods and set out by the residents. We anticipate that food scraps will be able to be mixed with the "normal" landscape waste for collection, however, it is unclear as to whether or not the use of biodegradable Kraft paper bags will be advisable. This is due to the moisture content of the food scraps and the potential to blow the bottom out of the bag before it can be collected. We feel the use of carts or cans is the preferred method of collection for obvious reasons. Advanced Disposal would like to make organics composting available to all Yorkville residents with as little increased cost as possible. Therefore, Advanced Disposal will collect organics mixed with yardwaste in both Kraft paper bags and customer owned cans in addition to Advanced Disposal supplied 35-gallon and 65-gallon organics carts. Each resident may use the 35-gallon or 65-gallon cart for both landscape waste and organics collection. We believe that this value added option will give residents the convenience of using a cart just like refuse and recycling service.

Special Collection Service for Emergency Damage

Advanced Disposal is prepared to take all of the steps necessary to ensure that in the unfortunate event of a disaster, the City of Yorkville will receive the service it requires. We ask that you contact the Village of Wilmette as a testimony of the manpower we can bring together to assist a municipality in a time of need. Yorkville should have every confidence that Advanced Disposal will be there when you need us. Upon request, we can provide our corporate structure, operating locations and size to show the City we are in the best position to secure resources when we need them. You will not find that ability in a smaller corporation or independent.

Special Collection Service

Advanced Disposal currently offers Special Collection service to the residents of Yorkville and will continue to do so under the new contract. A resident may call when the resident has a large amount of refuse and/or debris that is too large for the use of stickers and/or needs to be collected on a day other than their normal collection day. Advanced Disposal will send the route supervisor out to the address and provide the resident with an estimate prior to providing the collection. The resident must be in agreement with the price prior to the collection being made therefore there will be no "surprises" to the resident.

Backdoor Collection

Advanced Disposal understands the requirements of backdoor collection. We currently offer backdoor refuse collection service in cases where the resident is unable to get the refuse to the curb because of for example an injury, and has no other residents in the household such as children who can get the refuse to the curb. We can provide this service on a case by case basis in agreement with the City. Advanced Disposal has no problem providing backdoor collection to residents that request the service.

"Green Fleet= CNG"

Advanced Disposal is committed to the sustainability of the environment and the use of alternate fuels for our collection operations. We are in the process of converting our fleet to CNG (compressed natural gas) from conventional diesel. We have already completed the installation of our on-site fueling infrastructure at our Batavia hauling location and have begun switching out our fleet to GNG powered vehicles. As we replace worn vehicles at that facility, Advanced Disposal will be purchasing strictly vehicles that run on CNG. We have already begun the conversion at our Batavia hauling division. All front line refuse and recycling collection vehicles serving the City of Yorkville will be powered by CNG.

Servicing Location

Advanced Disposal Services
Batavia Hauling Co
1660 Hubbard Road
Batavia, Illinois 60510

Location of disposal facilities

Refuse Disposal

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Advanced Disposal Orchard Hills Landfill
8290 HWY 251 South
Davis Junction, IL 61020

Recycling Processing

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Resource Management Co
10111 Andersen Avenue
Chicago Ridge, IL 60415

Yardwaste & Organics Composting:

Facility Address:
Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

Electronics Recycling

Facility Address:
Com2 Recycling Solutions
140 Fullerton Ave
Carol Stream IL 60188



Advanced Disposal



1. Company Brochure



Advanced Disposal



**WE CLEAN
UP WELL.**



**Advanced
Disposal**

Solid Waste Collection Services for the City of Yorkville



Advanced Disposal



Solid Waste Collection Services for the City of Yorkville



Advanced Disposal



When you choose Advanced Disposal as your solid waste and recycling provider, something remarkable happens.

To start, you get a cleaner business, a greener community and a city that shines. At Advanced Disposal, our drive to do things better means creating an enhanced environment for all of us. And that's something of which we're proud. Because a cleaner environment means a better world and a brighter future for individuals, businesses and governments alike.

- **We take more than garbage.**
- **We take pride in our work and have a strong sense of values.**
- **We take care of our customers. They are our highest priority.**
- **We take ownership. We act as owners, not just employees.**
- **We take care of the environment.**
- **We work smart.**

Our company was founded on the belief that customer service is paramount, that it is every employee's responsibility to care for our customers with unfailing responsiveness and reliability. More importantly, we believe that when

we serve a community, we become part of it. Earth is a precious resource that deserves our constant care and attention. To ensure that we all have a chance to do our part to help preserve and protect our treasured natural resources, Advanced Disposal offers comprehensive environmental solutions that balance your needs for environmental responsibility and a strong bottom line.

MAKE YOUR MOTHER PROUD

The first step in a clean and healthy community is ensuring discarded materials are picked up in a timely, efficient and safe manner – something our Advanced Disposal environmental heroes do every day. Second is effectively managing these materials for ultimate reuse, recycling and/or disposal in a sustainable and realistic manner to truly make Mother Earth proud.



Advanced Disposal



Advanced Disposal



LET'S GET DOWN TO BUSINESS.



3

Solid Waste Collection Services for the City of Yorkville



COMMERCIAL SERVICES

FRONT/REAR LOAD COLLECTION

The majority of businesses choose to use commercial containers, commonly known as dumpsters, as their primary means of disposing waste. But not all commercial services are created equal. Advanced Disposal invests in our customer relationships by using the best equipment possible, consistently maintaining it, and supporting it with a highly trained support team of professional drivers, dispatchers, sales and customer care representatives, mechanics and managers. You'll see the difference from day one.

ROLL-OFF COLLECTION

For those who generate larger volumes of waste, Advanced Disposal has the solution for a perfect fit. Whether you are a construction company, industrial manufacturer, large retailer or any other type of large waste generator, our roll-off containers of various sizes – including enclosed compactors – can serve your unique needs. Our top-quality equipment is surpassed only by our industry-leading customer service, making sure that we respond to your needs with unfailing timeliness and courtesy.

SPECIAL WASTE COLLECTION

While every customer is special to us, most waste streams are similar in makeup and disposal requirements. But for those customers who truly generate specialized waste, requiring waste profiling, customized handling, heightened safety measures or unique disposal practices, Advanced Disposal has the capability and experience to handle it – and then some.

COMMERCIAL RECYCLING

We have recycling and sustainability solutions for companies and organizations both large and small.

- Businesses
- Industries
- Cities and Counties
- Schools
- Hospitals
- Churches and Other Nonprofits

SERVICE FIRST. SAFETY ALWAYS.

It's our commitment to you. From safe and proper collection and transportation, to environmentally sound treatment and disposal, Advanced Disposal is committed to our safety and yours.



COMMERCIAL SERVICE STANDARDS – OUR PROMISE TO YOU.

Delivery of New Containers

- All containers will be clean, fresh and clearly marked with company decals and phone numbers.
- Delivery will be made on the due date.
- Delivery paperwork turned in by 5 p.m. may be scheduled for next-day delivery.

Roll-Off Haul Requests

- Guaranteed next-day service; however, same-day service will be given if possible.

Emptying Containers and Spillage

- If waste comes out of a container while it is being emptied, the driver will pick it up.

Blocked Containers

- Driver will attempt to service blocked containers by speaking to someone on-site or calling the Advanced Disposal dispatch office to notify the customer of the blocked container.

Extra Pickups and Overloaded Containers

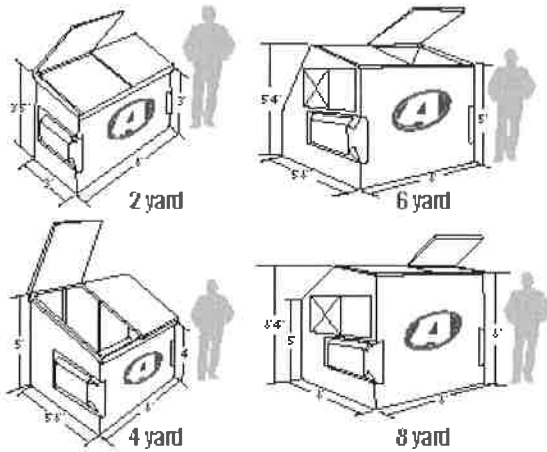
- Guaranteed next-day service; however, same-day service will be given if possible.
- Driver will call the Advanced Disposal dispatch office and ask dispatch to notify the customer of an overloaded container and educate the customer regarding safe capacity levels.

FOCUSED ON ENVIRONMENTAL INTEGRITY

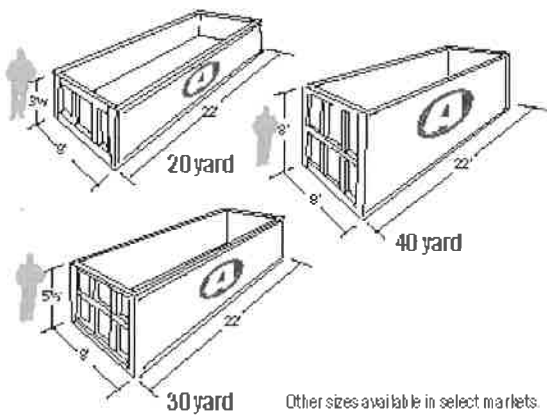
Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers and our communities. When it comes to your environmental responsibility, we can give you the peace of mind you need. We limit your liability by employing qualified professionals and complying with all local, state and federal regulations. So you can be sure that your waste will be cared for in a safe and compliant manner.



CONTAINER SERVICE



ROLL-OFF SERVICE





WE LIVE BY THE LAW OF ENVIRONMENTAL RESPONSIBILITY.

GOVERNMENTAL SERVICES

Advanced Disposal has a lot to offer local governments. For starters, when we assume responsibility for solid waste and recycling in a community, the local government saves money, reduces liability and gains job opportunities for their employees. Not to mention peace of mind – equipment costs are no longer the responsibility of the government; Advanced Disposal assumes all costs, even for new and depreciating equipment. Plus, we've never faltered on a municipal contract, ever.

Whether your government is interested in outsourcing collection and/or disposal services or has a need for a long-term partner for processing recyclables or disposal of nonhazardous waste, Advanced Disposal has the experience and resources to be your environmental services partner of choice.

To learn more about our municipal partnerships, visit AdvancedDisposal.com/for-government/privatization.



Advanced Disposal



RESIDENTIAL SERVICES

Like you, we value safe and clean communities where residents don't notice the garbage truck, but instead are impressed by cleaner streets and neighborhoods that they can be proud to call home. That's why Advanced Disposal provides residential solid waste and recycling services to thousands of families and neighborhoods every day. But we take more than garbage.

- ♦ We take time — to deliver consistent service to those who depend on us.
- ♦ We take precautions — to ensure the safety of those around us.
- ♦ We take pride — in being quiet and respectful on our routes.
- ♦ And we take care — to leave our streets and communities cleaner than we found them.

WE KEEP OUR CUSTOMERS INFORMED

All customers can sign up to receive email and text alerts so they can get the most up-to-date information regarding service interruptions due to holidays, weather delays, etc. Sign up at AdvancedDisposal.com/ServiceAlertSignup.

CLEANLINESS THAT HITS HOME.

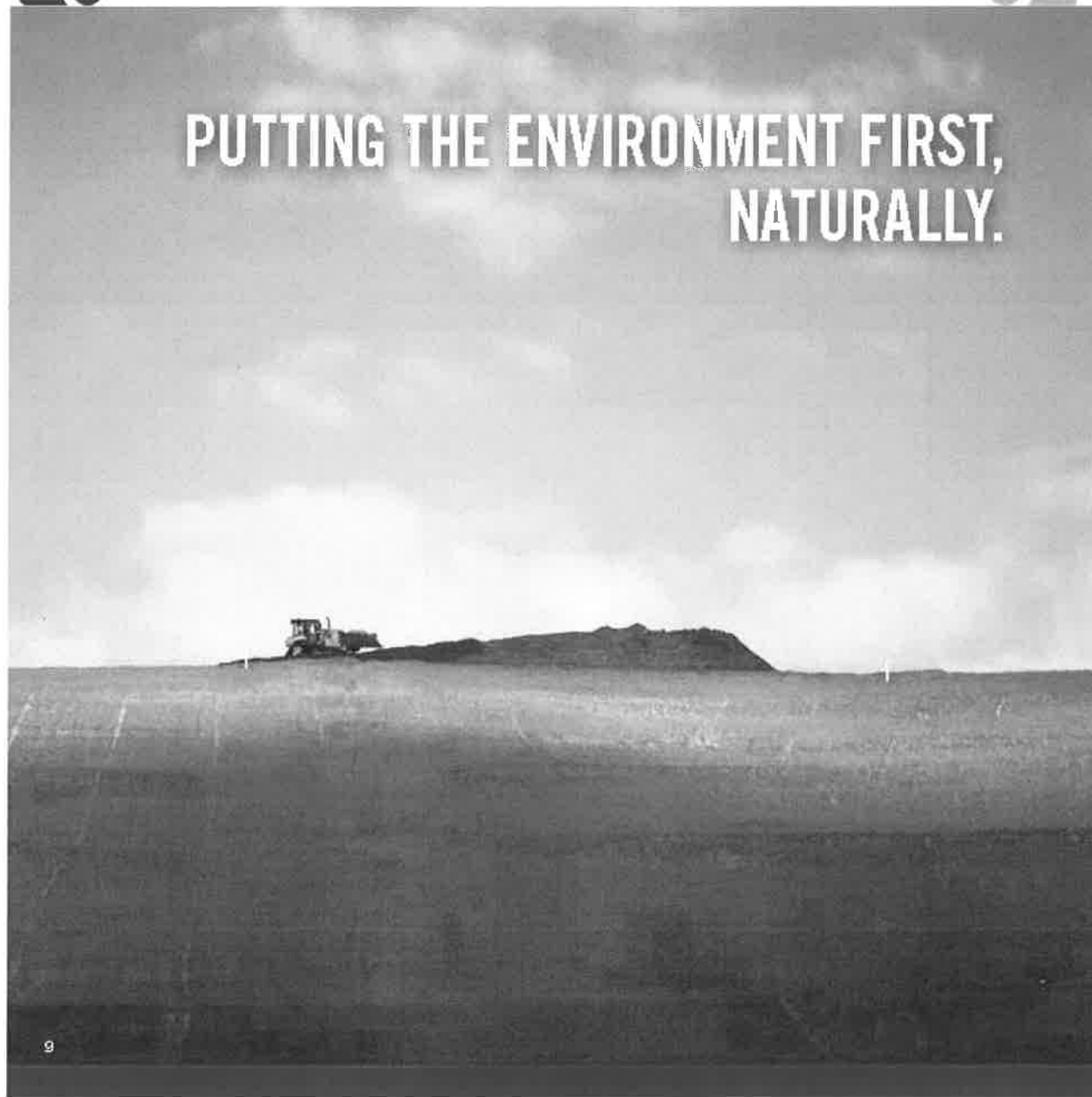




Advanced Disposal



**PUTTING THE ENVIRONMENT FIRST,
NATURALLY.**



Solid Waste Collection Services for the City of Yorkville



MATERIAL RESOURCE MANAGEMENT

At Advanced Disposal, we consider environmental stewardship of utmost importance and strive to make the world a cleaner, more beautiful place for our employees, our customers and our communities. Our holistic approach to resource management is both environmentally and economically conscious.

LANDFILLS

Our commitment runs deep, literally. Our landfills are impressive engineering structures that offer the environment state-of-the-art protection while providing a vital service to governments, businesses and individuals alike. Our landfills are managed and operated correctly so that they are true assets to their communities and are backed by positive environmental records and significant civic involvement.

To learn more about how modern landfills are constructed and operated, visit our website at AdvancedDisposal.com/Disposal.

MATERIAL RECOVERY FACILITIES

At Advanced Disposal, our Material Recovery Facilities (MRFs) are much more than simple sorting operations. Instead, they are thriving business units and necessary community infrastructures. They provide a vital need to preserve our natural resources while

performing their operations in an economical and efficient manner.

Most of our facilities accept the following materials:

- Paper (all grades including newspaper, magazines, office paper, etc.)
- Fiber (cardboard, fiberboard)
- Plastics (#1 - #7)
- Aluminum
- Steel

However, some have unique capabilities such as:

- Beverage destruction
- Document destruction
- Processing high-grade office paper
- Specialty plastics

*Check with your Advanced Disposal representative to confirm which items can be recycled in your area.

TRANSFER STATIONS

We operate transfer stations in the majority of our markets to serve as consolidation centers for solid waste. Traditional collection vehicles transfer and consolidate their waste to large tractor-trailers for long-distance trips to an Advanced Disposal landfill. This allows solid waste collection vehicles to do what they do best – serve our customers in a timely manner while reducing travel distances, alleviating traffic congestion and minimizing air emissions.



TRASHTIMONIALS: OUR CUSTOMERS SAY IT BEST

"Driver Barry Barclay was spoken highly of at the Boonville City Council meeting. The residents of Maple Street told their council representative about Barry's work ethic. Specifically, Barry was noted for his polite, kind demeanor and attention to the smallest details of his job. Thank you for a job well done."

M. L. Cauthon III
Director, Public Works, Boonville, Missouri

"We have never been so impressed with a waste disposal service. They have gone above and beyond to take care of our needs, and always do it promptly and with such a pleasant attitude."

Darren Brown
Suwanee, Georgia Resident

"Our preschool class loves when the garbage man comes every week. The kids run out to the playground and watch from the fence. As he leaves, he blows the horn, and the kids wave and shout bye until he is out of sight."

God's Little Acre Learning Center
Murphy, North Carolina

"They are on the the cutting edge - always looking for new ways to do things."

Brian Gollot
C.F. Gollott & Son Seafood, Inc., D'Iberville, Mississippi

"Thank you for supporting the 2013 Walworth County Clean Sweep event. All of the containers were delivered on time, on the dates requested! We cannot tell you how reassuring it is to know we can count on Advanced Disposal to fulfill our needs for these extra services and containers. We were very pleased with the efficient and courteous service provided by your container delivery personnel."

Larry Price and Janet Cline
Director of Operations, Walworth County Public Works
Solid Waste Division
Elkhorn, Wisconsin

"They are always available when I need them and have courteous and dependable people."

Randy Engram
ESG Operations, Inc., Macon, Georgia

We invite you to learn more
AdvancedDisposal.com



Advanced Disposal





Advanced Disposal



2. Recycling Education & Community Outreach



Advanced Disposal



Community Outreach & Environmental Education Activities

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always demonstrated support for the communities in which we operate. In the Midwest, our employees are actively engaged in community outreach and environmental education throughout the year. With a focus on education and partnership, we seek opportunities to work with local municipalities, schools and civic and business groups to educate and educate people so they carry forth the message of conservation and sustainability.

The following outlines the various programs and tools Advanced Disposal implements to build community connections and share information that empowers individuals to help protect the planet.

- I. **COMMUNITY OUTREACH EVENTS**
 - A. Car Seat Recycling
 - B. Electronics Recycling
 - C. Wreaths for Soldiers
 - D. America Recycles Day
 - E. Presentations to various groups and organizations
 - F. Supporting Charitable Organizations
- II. **SCHOOL PROGRAMS**
 - A. Bringing Environmental Education to Schools
 - 1. School age programs
 - 2. College programs
 - B. Landfill and Recycling Facility Tours
 - C. Landfill Open Houses
 - D. Scholarships
 - E. Earth Day
 - F. Waste in Place, Keep America Beautiful Curriculum Guide
 - G. "I Love My World" Coloring Book
- III. **MUNICIPAL PARTNERSHIPS**
 - A. Make Your Mother Proud recycling cart program

COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the services we provide and demonstrate our community commitment. Events are tailored to ensure the message resonates with residents.



Advanced Disposal



Car Seat Recycling



Advanced Disposal works with *Safe Kids Wisconsin* to hold car seat recycling events throughout the state giving parents the opportunity to discard outdated and unsafe car seats. All car seats have an expiration date that can be found on the manufacturer's label. If there is not an exact expiration date listed, a general rule is to dispose of the car seat six years from the manufacture date. Seats used after their expiration date may not be safe or

hold up in a crash. Seats more than six years old, purchased at a garage sale or thrift store, or involved in a crash are collected and dismantled to be disposed of properly. During the 2014 event, nearly 2,000 dangerous car seats were collected.

Electronics Recycling



Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources. Illinois bans the disposal of any electronics in landfills as does Wisconsin and Minnesota.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Advanced Disposal Decatur and Charleston (Ill.) along with Valley View Landfill collected more than 26,000 pounds of electronics when they partnered with Macon County's Environmental Management Department, Progress City USA/Richland Community College and Advanced Technology Recycling (ATR).



Holiday Wreaths for Veterans

Employees at our Green Bay, Wis., were inspired by an area veteran who took it upon himself to place holiday wreaths on the veterans' graves at a local memorial park. When he needed corporate sponsorship to turn the practice into an annual tradition, Advanced Disposal jumped at the chance to offer financial support to honor deceased veterans who had proudly served their country. It is truly a privilege for the company to not only provide support but also to be involved in the assembly held before the wreath placement each November.



Advanced Disposal



America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger

and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of sustainability and recycling and how we, as a company, are working to make a difference. We speak to rotary and chamber groups, leadership organizations, garden clubs, economic development committees, and the list goes on. We make sure we have a presence and provide information at community events such as the Blaine Green Expo in St. Paul, Minn., and the Northbrook, Ill., Farmer's Market Art of Recycling Day. Presentations are



targeted to our audiences' knowledge and interest with the same goal – to raise awareness.

Supporting Charitable Organizations

Throughout the year and the Midwest Region, our employees get dirty, get cold, get walking and get collecting for various charitable organizations. In Muskego, a team of employees took part in the Wisconsin area "Tough Mudder", a competition that held across the country and throughout the world that challenges participants to conquer hardcore obstacle courses designed to test their all around strength, stamina, mental grit and camaraderie. The Wisconsin team of four raised \$720 for the Froedert Hospital Foundation Child Life Program. Our Decatur, Ill., office is one of the most active taking part in fundraisers throughout the year including the "Polar Plunge". Team "Trash Talkers" endured the 35-degree waters of Decatur Lake this year to benefit the Special Olympics. Advanced Disposal - Rockford and Orchard Hills Landfill have partnered with Marengo (Ill.) High School softball players to "Run Out Hunger" in the community. Advanced Disposal agreed that for every run the team scored at home during the 2013 season, the company would donate \$10 to the M.O.R.E. Center (Marengo area OutReach Enterprises), an organization which aides needy individuals and families in the Marengo area. The team's tremendous effort resulted in \$720 being raised. In addition, most of our divisions hold annual food and blood drives, collect toys at the holidays and coats in the winter. We have several who field *Race for the Cure* and *Relay*



Advanced Disposal



for Life teams. Our employees live and work in the communities we serve and feel strongly about giving back whenever they can.



SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.



Bringing Environmental Education to Schools

School-age programs

Throughout the Midwest, Advanced Disposal employees visit schools, speaking with students and providing age-appropriate activities such as reading to preschoolers about where their garbage goes (Muskego, Wis.); teaching elementary-age learners about the technology behind landfills by having them construct edible versions layer by delicious layer (Northern Missouri); and challenging high-school students to compete to create environmental projects with positive environmental impact (Minocqua, Wis.).

College-programs

Advanced Disposal-Eau Claire has provided trash and recycling service for the University of Wisconsin-Stout and University of Wisconsin-Eau Claire for many years. Both universities were strategic partners when the company developed source-separated organics collection and composting program and we continue to work closely with them to find ways to recycle more and send less to the landfill. So it was a natural fit for Advanced Disposal to sponsor a competition between the two universities to see which campus places higher in *Recyclemania*, an annual nationwide college campus recycling competition. In 2014, UW-Stout took the prize—a \$2,500 donation to the winning school's general scholarship fund, by cutting its landfill waste by 43 tons compared to the previous year; the school also produced more compost than trash, and led all 14 Wisconsin colleges competing in *Recyclemania*. Advanced Disposal is proud to support initiatives like these.

Landfill and Recycling Facility Tours

Advanced Disposal offers guided tours of its Midwest Landfills as well as our Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of what happens to waste and how material is sorted and processed for the next phase. At our Emerald Park Landfill in Muskego, Wis., elementary through college-age students visit our *Wildlife Habitat Council Corporate Lands for Learning* wetlands preservation site. This outdoor classroom offers us the opportunity to foster environmental awareness and a sense of shared responsibility regarding conservation. By engaging local students, scouts and community groups through educational sessions and hands-on projects that focus on stewardship of habitats near to them, we hope to use our site to foster a lifelong appreciation for and commitment to the environment as well as a sense of empowerment that as individuals they can make a difference.



Landfill Open Houses



Advanced Disposal



Every Advanced Disposal landfill operated in Minnesota, Missouri, Illinois and Wisconsin hosts a community open house annually. These one-day events present us with the opportunity to speak with residents about how landfills operate and why are they important to a community. We also share information regarding how we ensure safe operations. Our sites all make sure the day is a fun, family outing by mixing in age-appropriate activities, games and prizes with food, drinks and landfill tours.



Scholarships

Advanced Disposal provides support for academic scholarships across its company footprint for those pursuing a variety of career goals. In St. Charles, Ill., Advanced Disposal provides two annual scholarships to students who choose to pursue careers in the Industrial Arts. We work with the St. Charles Chamber of Commerce to identify and award these scholarships to deserving candidates.

Earth Day



Advanced Disposal often looks to partner with schools and the community around Earth Day. Advanced Disposal-Horicon and Glacier Ridge Landfill (Wis.) hosted a landfill tour to 51 sophomore students from the Mayville High School's Physical Science and Geology class. These students also helped plant mature pine trees on the property.



In Omro, (Wis.) Advanced Disposal employees have provided kindergarten and first-grader students with white paper bags to decorate with environmental messages. On Earth Day, employees spent time at a local grocery store putting customers' purchases in the bags.

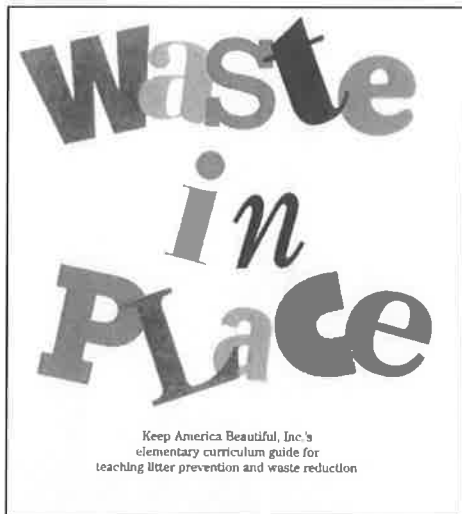


Advanced Disposal



And many of our sites distribute sapling to customers, encouraging them to keep the Earth green and growing.

Waste in Place, Keep America Beautiful Curriculum Guide



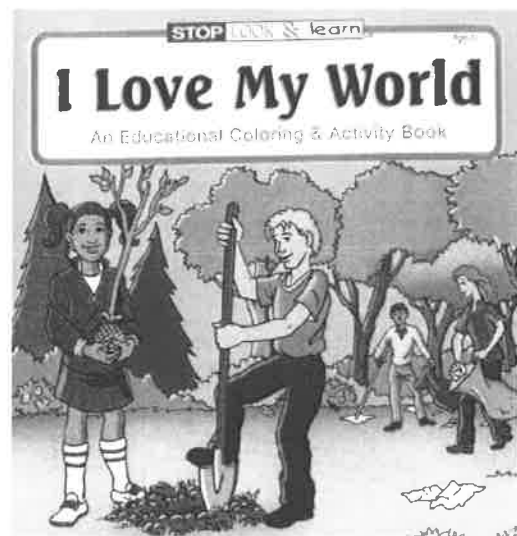
Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

"I Love My World" Coloring Book

Advanced Disposal often provides the "I Love My World" coloring book to schools, during facility tours and at community events with children in attendance. This activity book is a great tool to reach our youngest environmentalists.

A copy of the coloring book can be provided upon request.





Advanced Disposal



MUNICIPAL PARTNERSHIPS - Recycling

Advanced Disposal is proud to provide recycling services to 746 cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.



Advanced Disposal



3. Proposer's Certification and W-9 Request Form

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):NAME: Advanced Disposal Services Solid Waste Midwest, LLCADDRESS: 1660 Hubbard AvenueCITY: BataviaSTATE: Illinois ZIP: 60510PHONE: 630-587-8282FAX: 630-761-0077TAX ID #(TIN): 76-0839612

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: Jaime SmariniDATE: 11/3/2016

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Solid Waste Collection, proposer Advanced Disposal Services
(Name of Project) (Name of Proposer) hereby certifies
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

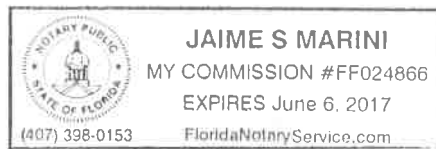
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

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---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 3rd day of November, 2016.


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Wisconsin, which operates under the Legal name of Advanced Disposal Services Solid Waste Midwest, LLC, and the full names of its Officers are as follows:

~~President:~~ Richard Burke

CEO

Secretary: Michael K. Slattery

Treasurer: Steve Carn

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____ Please see our Proof of Insurance under TAB 4. We have
different carriers for different lines of business.

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Advanced Disposal Services Solid Waste Midwest, LLC

Print Name and Title of Authorizing Signature: John Spegal

Signature: 

Date: November 3, 2016



Advanced Disposal



4. Appendix 3 – Alternatives and Deviations

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
		NONE



5. Appendix 4 – Illinois Municipalities Served



Advanced Disposal



Village of Wilmette

1200 Wilmette Avenue

Wilmette, IL 60091

847-251-2700

frenzert@wilmette.com

Tim Frenzer, Village Manager

- 8,500 Residential Units
- 13 years of continuous service
- Once and twice per week back door or alley pick up
- Solid waste, recyclables and yard waste

City of Zion

2828 Sheridan Road

Zion, IL 60099

847-746-4000

RonC@zion.il.us

Ron Colangelo, Director of Public Works

- 5,900 Residential Units
- 20 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste

Village of Winnetka

510 Green Bay Road

Winnetka, IL 60093

847-501-6000

Ssaunders@winnetka.org

Steve Saunders, Dir. of Public Works

- 4,000 Residential Units
- 11 years of continuous service
- Once per week curbside pick up
- Recyclables

City of Waukegan

106 North Utica

Waukegan, IL 60085

847-599-2500

Tom Hagerty, Director of Public Works

- 19,000 Residential Units
- 25 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste

City of North Chicago

Argonne Drive & Lewis Avenue

North Chicago, IL 60064

847-578-7750

Leon Rockingham, Mayor

- 4,000 Residential Units
- 10 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables, and yard waste

Village of Northbrook

1225 Cedar Lane

Northbrook, IL 60062

847-272-5050

nahrstadt@northbrook.il.us

Rich Nahrstadt, Asst. Village Manager

- 10,000 Residential Units
- 43 years of continuous service
- Once and twice per week curbside and backdoor
- Solid waste, recyclables and yard waste

Village of Hainesville

83-1 W Belvidere Road

Hainesville, IL

847-223-2032

lindasoto@hainesville.org

Linda Soto, Mayor

- 700 residential units
- 9 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste



Advanced Disposal



City of Highwood

17 Highwood Avenue
Highwood, IL 60040
847-432-1924
scott.hartman@cityofhighwood.org
Scott Coren, City Manager

- 1,100 residential units
- 8 years of continuous service
- Once per week pick up
- Solid waste, recyclables and yard waste

Village of Deerfield

850 Waukegan Road
Deerfield, IL, 60045
847-945-5000
Kent Street, Village Manager

- 5,500 residential units
- 5 years of continuous service
- Once and twice per week backdoor service
- Solid waste, recyclables and yard waste

Village of Vernon Hills

290 Evergreen Drive
Vernon Hills IL, 60061
847-945-5000
Mikea@vhills.org
Joe Carey, Asst. Village Manager

- 6,500 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yard waste

City of St. Charles

2 East Main Street
St. Charles IL, 60174
630-377-4405
jlamb@stcharlesil.gov
John Lamb, Environmental Services Manager

- 12,000 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yard waste

Village of Oak Lawn

9446 Raymond Drive
Oak Lawn, Illinois 60453
(708) 499-7739
jquinlan@oaklawn-il.gov
Jane Quinlan, Village Clerk

- 15,000 residential units
- Began service May 1, 2007
- Once per week curbside service
- Solid waste, recyclables and yard waste

City of Highland Park

1707 St. Johns Avenue
Highland Park IL, 60035
847-432-0800
Ghida Neukirch, Deputy City Manager

- 10,000 residential units
- 2 years of continuous service
- Once and twice per week service
- Solid waste, recyclables and yard waste

City of Batavia

100 North Island Avenue
Batavia IL, 60510
630-879-1424
bill@cityofbatavia.net
Bill McGrath, City Administrator

- 6,500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste



Advanced Disposal



Village of Streamwood

301 E. Irving Park Road
Streamwood, Illinois 60107
630-837-0200
Mary Johnson, Director of Finance

- 13,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
(630) 553-4350
bolson@yorkville.il.us
Bart Olsen, City Administrator

- 4500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

Mill Creek Special Service Area

County of Kane
719 Batavia Road
Geneva, Illinois 60185
(630) 208-3841
recycle@co.kane.il.us
Jennifer Jarland, Recycling Coordinator

- 1,800 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and

Village of Skokie

(Commercial Franchise)
5127 W. Oakton Street
Skokie, Illinois 60077
(847) 933-8427
max.slankard@skokie.org
Max Slankard, Public Works Director.

- >1,000 Businesses
- 7 year contract

- Various service levels
- Solid Waste, recycling (both "blue bag and containerized)

City of Wheaton

303 West Wesley
PO Box 727
Wheaton, Illinois 60189-0727
(630) 260-2033
MDzuga@wheaton.il.us
Mike Dzuga, Asst. City Manager

- 15,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

City of Darien

1702 Plainfield Road
Darien, Illinois 60661
(630) 353-8104
scoren@darienil.gov
Bryan Vana, City Manager

- Population - 22,241
- Service April 1, 2011 – Current
- Once per week curbside service
- Refuse – Volume-based, Pay-by-the-Bag
- Recycling – Unlimited, included in the sticker price
- Yard waste – Volume-based, Pay-by-the-Bag

City of Rolling Meadows

3600 Kirchoff Road
Rolling Meadows, Illinois 60008
(847) 394-8900
Hartnett@cityrm.org
Fred Vogt, Public Works Director

- Population – 24,205
- Service January 1, 2012 – Current
- Once per week curbside recycling service
- Recycling – Unlimited, 65-gallon recycling cart
- Rate, Unlimited can/bags



Advanced Disposal



Village of Cary

655 Village Hall Drive
Cary, IL 60013
(847) 639-0003
cpapierniak@caryillinois.com
Cris Clark, Village Administrator

- Population – 18,281
- Service began December 1, 2012 – Current
- Once per week curbside recycling service
- Refuse – Modified Volume Based; cans, 65 or 95-gallon carts + stickers
- Recycling – Flat Rate, Unlimited, 65-Gallon Recycling Cart
- Yard waste – Flat

City of Geneva

City of Geneva Public Works Department
1800 South Street
Geneva, IL 60134
(630) 232-1501
ddinges@geneva.il.us
Dan Dinges, Director of Public Works

- Population – 19,000
- Service July 1, 2013 – Current
- Once per week Volume Based refuse
- Recycling Unlimited, 65-gallon recycling cart
- Stickers for refuse and yard waste

Village of Cherry Valley

806 E Cherry St
Cherry Valley, IL 61016
(815)-332-3441
publicworks@cherryvalley.org
Chuck Freeman, Public Works Director

- 865 Units
- Service May 1, 2013 – Current
- Once per week service
- Weekly solid waste, recycling and yard waste service

Village of Durand

306 W. Main St
Durand, IL 61024
815-248-2201
durandadmin@mchsi.com
Mike Sweet, Superintendent of Public Works

- 464 Units
- Service October 1, 2013 – Current
- Once per week service
- Weekly solid waste and recycling

Village of Beach Park

11270 W Wadsworth Rd
Beach Park, IL 60099
(847) 746-
jon.kindseth@villageofbeachpark.com
Jon Kindseth, Village Administrator

- 5,000 Units
- Service June 1, 2014 – Current
- Once per week service
- Fully Automated Refuse and Recycling Service
- Modified Volume-based Refuse Option
- Volume-based yard waste collection



Advanced Disposal



6. Appendix 5 – Disposal Facilities

APPENDIX 5

LOCATION OF DISPOSAL FACILITIES

Refuse Disposal

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Advanced Disposal Orchard Hills Landfill
8290 HWY 251 South
Davis Junction, IL 61020

Recycling Processing

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Resource Management Co
10111 Andersen Avenue
Chicago Ridge, IL 60415

Yardwaste Composting:

Facility Address:

Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

Mailing Address:

Compost Supply, Inc.
P.O. Box 3328
Glen Ellyn, IL 60138-3328
Attention: Lynn Herlein
(630) 858-8070

Organics Composting:

Facility Address:

Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

Mailing Address:

Compost Supply, Inc.
P.O. Box 3328
Glen Ellyn, IL 60138-3328
Attention: Lynn Herlein
(630) 858-8070

Electronics Recycling

Com2 Recycling Solutions

Corporate Office and Processing Facility:
140 Fullerton Ave
Carol Stream IL 60188
Tel 877-977-2662
Local 630-653-2662
Fax 630-690-2662
Email: info@com2computer.com



Advanced Disposal



7. Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

STATE of FLORIDA)

COUNTY of Saint Johns)

John Spegal, being first duly sworn, deposes and says: That he/she is Chief Operating Officer, of Advanced Disposal Services Solid Waste Midwest, LLC, the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Yorkville, IL or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Advanced Disposal Services Solid Waste Midwest, LLC

(Company/Vendor Name)

1660 Hubbard Avenue * Batavia, IL 60510

(Business Address)

(Signature)

(Title: Individual Principal)

(Signature)

(Title: Partnership Principal)

(Signature)

Chief Operating Officer

(Title: Corporate Principal)

Subscribed and sworn to before me this 3rd day of Nov, 20 16

STATE of Florida)
COUNTY of St. Johns) SS



jaime marini

SECRETARY'S CERTIFICATE

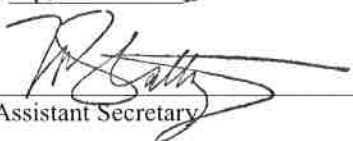
On behalf of ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC (the "Company"), the undersigned does hereby certify in his/her capacity as Secretary/Assistant Secretary of the Company that:

The officers shown below are duly elected or appointed, qualified and acting officers of the Company holding the office indicated below, and each of them is authorized to execute and deliver agreements, documents and written instruments necessary or required in connection with the RFP and all related agreements, documents, certificates and instruments on behalf of the Company.

<u>Name</u>	<u>Title</u>
Richard Burke	Chief Executive Officer
John Spegal	Executive Vice President and Chief Operating Officer
Steven R. Carn	Executive Vice President and Chief Financial Officer, Treasurer
William Westrate	Executive Vice President and Chief Administrative Officer
Michael Slattery	Executive Vice President, General Counsel and Secretary
Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer
Randy Arnold	Senior Vice President of Operations & Landfills
William Soffera	Senior Vice President – Special Projects
Tammy Wilson	Senior Vice President of Sales & Marketing
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
Dan DeWaard	Midwest Regional Vice President
Mark Nighbor	Vice President of Marketing and Communications
Marti Dickman	Vice President of Risk Management
Glenn Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Vice President, Associate General Counsel, Assistant Secretary
Megan Ouzts	Vice President, Associate General Counsel
Jeffrey Everett	Vice President, Associate General Counsel, Assistant Secretary
Don Neukam	Vice President of Business Development & Strategic Planning
Bob Chizmar	Vice President of Tax
Brian Beaudrie	Vice President of Maintenance
Matthew Nelson	Vice President of Finance & Investor Relations
Zachary Salata, CPA	Vice President of Financial Reporting
Alan Lovett	Vice President of Internal Audit
Rocky Gupta	Vice President of Information Technology
Matthew Morrell	Vice President of Financial Planning & Analysis
Jay Warzinski	Vice President of Landfill Operations
Chris Diaz	Controller and Director of Finance and Accounting

The principal place of business of the Company is 90 Fort Wade Road, Ponte Vedra, Florida 32081.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 11.3.2016


Secretary/Assistant Secretary

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

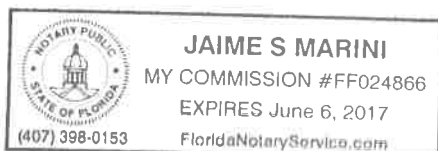
The foregoing instrument was acknowledged before me this 3rd day of NOV, 2016 by Michael Slattery.
He/She is personally known to me or has produced a _____ driver's license as identification. ~

NOTARY SEAL

Notary:

Print Name: Jaime S. Marini

Notary Public, State of FLORIDA





Advanced Disposal



8. Bidder's Representation

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Advanced Disposal Services Solid Waste Midwest, LLC

Date: 11/3/2016

Company Name

Bob.Pfister@AdvancedDisposal.com

Email Address

1660 Hubbard Avenue

Street Address of Company

Bob Pfister

Contact Name (Print)

Batavia, IL 60510

City, State, Zip

708-774-2586

24-Hour Telephone

630.587.8282

Business Phone

Signature of Officer, Partner or
Sole Proprietor

630.761.0077

Fax

John Spegal, Chief Operating Officer

Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

CITY OF YORKVILLE

Authorized Signature

ATTEST:

Title

Signature of City Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet



Plan Discription	May 1, 2017 - April 30, 2018		May 1, 2018 - April 30, 2019		May 1, 2019 - April 30, 2020		May 1, 2020 - April 30, 2021		May 1, 2021 - April 30, 2022	
	33-Gallon Tote:	\$15.95	33-Gallon Tote:	\$16.35	33-Gallon Tote:	\$16.76	33-Gallon Tote:	\$17.18	33-Gallon Tote:	\$17.61
	65-Gallon Tote:	\$16.50	65-Gallon Tote:	\$16.91	65-Gallon Tote:	\$17.34	65-Gallon Tote:	\$17.77	65-Gallon Tote:	\$18.21
	96-Gallon Tote:	\$16.95	96-Gallon Tote:	\$17.37	96-Gallon Tote:	\$17.81	96-Gallon Tote:	\$18.25	96-Gallon Tote:	\$18.71
Yorkville										

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
PLEASE SEE ATTACHED		

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
PLEASE SEE ATTACHED		

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
PLEASE SEE ATTACHED		

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
PLEASE SEE ATTACHED		

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
PLEASE SEE ATTACHED		

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Advanced Disposal Services Solid Waste Midwest, LLC

Business Address: Mailing Address: 1660 Hubbard Avenue * Batavia, IL 60510

Business Number: 630.587.8282

Emergency Number: _____

Fax Number: 630.761.0077

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Advanced Disposal Services, Inc.

List all Partners, Managers, and Corporate Officers: Please see attached list of Corporate Officers

Name	Title	Residence	Phone

Days of Operation: Monday - Friday

Business Hours: 7:30 AM - 5:00 PM

Number of Employees: Advanced Disposal Services Solid Waste Midwest, LLC has 0 employees. All employees are employed under our parent entity Advanced Disposal Services, Inc.

Supervisors: 3

Drivers: 47

Office Personnel: 16

Signature:  Date: November 3, 2016



Advanced Disposal

CORPORATE OFFICERS & BOARD OF DIRECTORS

Advanced Disposal Services, Inc. (including all wholly-owned subsidiaries)

Location of Officers: 90 Fort Wade Road, Suite 200, Ponte Vedra, FL 32081 (904) 737-7900

Directors (Parent Company Only)

Richard Burke (chair)
Bret Budenbender (lead outside director)
John Miller
Matthew Rinklin
Jared Parker
Sergio Pedreiro
Michael Koen
B. Clyde Preslar

Audit Committee

B. Clyde Preslar (chair)
John Miller
Michael Koen

Nominating & Governance Committee

Richard Burke (chair)
Sergio Pedreiro
Michael Koen

Compensation Committee

Bret Budenbender (chair)
Sergio Pedreiro
B. Clyde Preslar

Officers	Title
Richard Burke	Chief Executive Officer
John Spegal	Executive Vice President and Chief Operating Officer
Steven R. Carn	Executive Vice President and Chief Financial Officer, Treasurer
William Westrate	Executive Vice President and Chief Administrative Officer
Michael K. Slattery	Executive Vice President, General Counsel & Secretary
Matthew Gunnelson	Chief Accounting Officer & Assistant Treasurer
Randy Arnold	Senior Vice President of Operations and Landfills
William Soffera	Senior Vice President – Special Projects
Tammy Wilson	Senior Vice President of Sales and Marketing
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
Dan DeWaard	Midwest Regional Vice President
Mark Nighbor	Vice President of Marketing and Communications
Marti Dickman	Vice President of Risk Management
Glen Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Vice President, Associate General Counsel, Assistant Secretary
Megan Ouzts	Vice President, Associate General Counsel
Jeffrey Everett	Vice President, Associate General Counsel, Assistant Secretary
Don Neukam	Vice President of Business Development & Strategic Planning
Bob Chizmar	Vice President of Tax
Brian Beaudrie	Vice President of Maintenance
Matthew Nelson	Vice President of Finance & Investor Relations
Zachary Salata, CPA	Vice President of Financial Reporting
Alan Lovett	Vice President of Internal Audit
Rocky Gupta	Vice President of Information Technology
Matthew Morrell	Vice President of Financial Planning & Analysis
Jay Warzinski	Vice President of Landfill Operations
Chris Diaz	Controller and Director of Finance and Accounting

Director of Subs (except Bahamas)

Michael K. Slattery
John Spegal

Directors of the Bahama Joint Venture Companies

Patricia Bloom; Lady Henrietta St. George; Sarah St. George;
Ian B.A. Rolle; Charlie Gray; Richard Burke; Randall Bergeson; Michael Slattery

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

Legend

Veolia Pickup Day

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

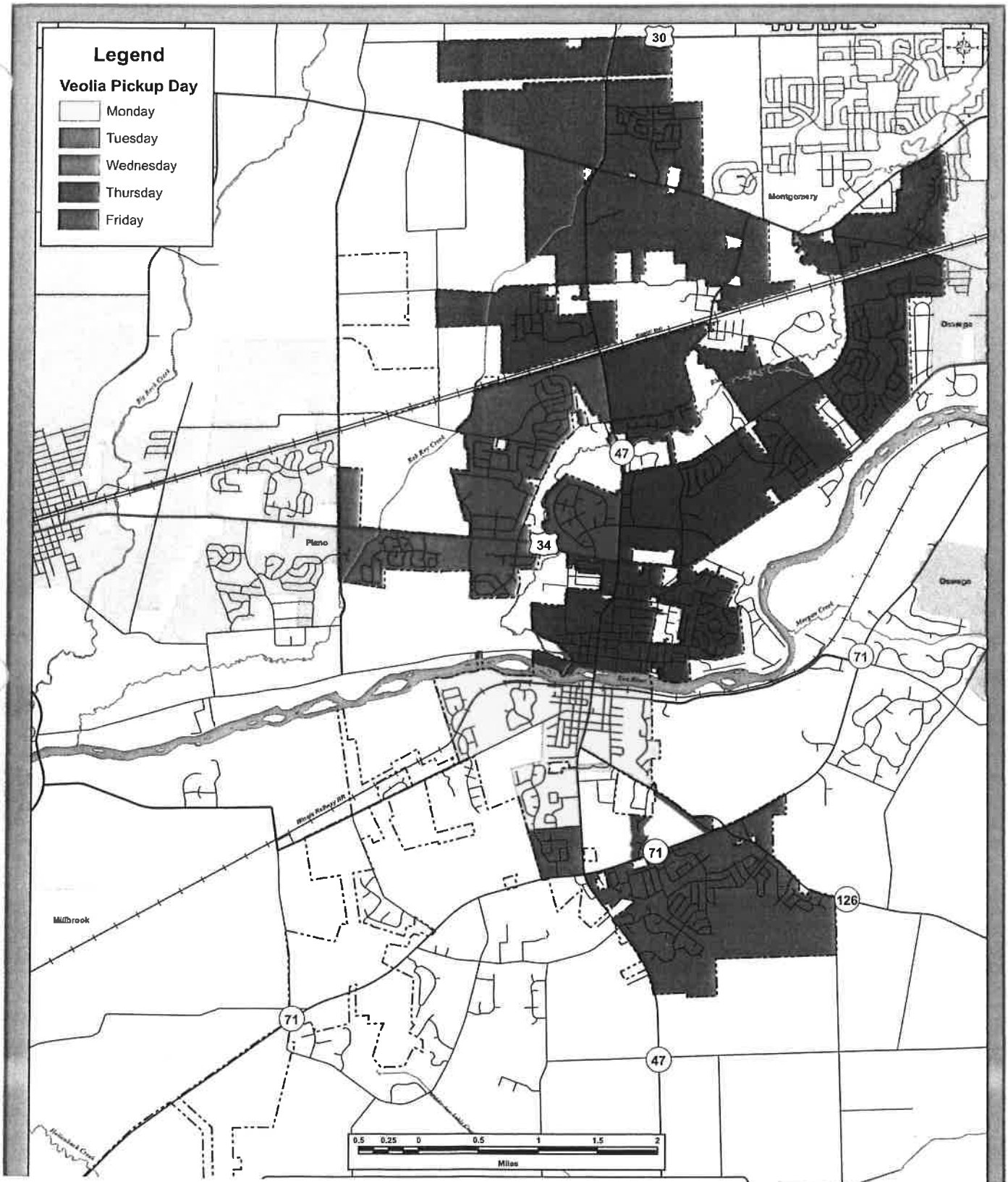


EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
<u>Yak Shack</u> <u>131 E Hydraulic</u>	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
<u>Ice Cream Shop</u> <u>301 E. Hydraulic</u>	Refuse Recycling	1 – 2 yd 2 – 96 gallon toters	1x/wk 1x/wk
<u>Bridge Park</u> <u>3651 Kennedy Road</u>	Refuse Recycling	1 – 2yd 10 – 96 gallon toters	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the life of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

COVER LETTER



**Groot
Industries, Inc.**

2500 Landmeier Road
Elk Grove Village, IL 60007
Phone: 773/242-1977
Fax: 773/601-8639
www.groot.com

Since 1914

November 3, 2016

Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Dear Mr. Olson:

Groot Industries appreciates the opportunity to submit this proposal to the United City of Yorkville.

We are particularly pleased, due to the fact that your needs coincide so well with our corporate strengths and experience. This gives us the confidence level that we can perform the task required with a high degree of excellence and reliability. Please feel free to contact any of the surrounding area communities serviced by Groot for references.

The undersigned will have ultimate responsibility for the administration of this contract within Groot Industries, Inc. We will have other personnel with certain levels of authority regarding day-to-day operation issues; but, if the issue pertains to a contractual interpretation, change or issue that transcends the daily collection, and/or transfer or processing of waste, the undersigned should be contacted.

Thank you for this opportunity.

We look forward to establishing a long and mutually rewarding relationship with the United City of Yorkville.

Sincerely,

Josh Molnar
Municipal Manager
Groot Industries, Inc.

Service Locations
in Elk Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling



EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

As the largest independent residential and commercial waste hauler in Illinois, as well as the largest independent processor of residential recyclables in the state, we offer the City of Yorkville a proposal backed by nearly a century of experience and proven professional service.

Groot Industries, Inc. will be responsible for the collection of municipal waste, recycling material and landscape waste material from approximately 6,153 residential structures within the City. We understand that the City is requesting the service charges to be billed directly to the municipality on a monthly basis, as we provide this service for many of our existing municipal customers; we are very comfortable with this method of billing.

Groot Industries, Inc. will have, at a minimum, the specified insurance and bonding requirements requested by the City. Pursuant to the specifications, Groot Industries, Inc. has ownership and/or guaranteed disposal capacity through long-term agreements at area landfills and compost facilities.

Groot Industries, Inc. will supply an on-site supervisor who will be in the City each day our trucks are there, as well as be available to City staff Monday through Friday during all business hours. Groot Industries is proposing to service the City weekly on the current five day schedule of Monday through Friday.

We are excited to be considered as an important service provider to the City of Yorkville and look forward to a long and mutually beneficial relationship.

YORKVILLE RFP & ADDENDUMS

REQUEST FOR PROPOSAL

Name of Proposing Company: Groot Industries, Inc.

Project Name: Yorkville Solid Waste Collection Services

Proposal Due: November 3, 2016 @ 10:00am

Proposal Opening: November 3, 2016 @ 10:01am

Required of All Proposers:

Deposit: \$5,000.00 deposit

Letter of Capability of Acquiring

Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00

Certificate of Insurance: Required

Legal Advertisement published: October , 2016

Date Issued: October 3, 2016

This document consists of 46 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc**/flash drive with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Adobe Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON
CITY ADMINISTRATOR
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560
PHONE: 630-553-4350
www.yorkville.il.us

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to Wednesday, November 3, 2016 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Wednesday, November 3, 2016 at 10:01am.
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville by Tuesday, October 25 at 10:00am. All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

5. DELIVERY

- 5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

6. TAX EXEMPTION

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

- 7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. MUNICIPAL ORDINANCES

- 8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

9. USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

- 12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Notes the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Proposer's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when

necessary to fulfill its obligations thereunder.

- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual

notice of such conviction.

- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a</i>

Per Project Basis)

Commercial Automobile
Liability

\$1,000,000

Each Accident

Umbrella Liability

\$ 5,000,000

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance

requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

- 17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

- 18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

- 19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

- 20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

- 22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due

to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

23. BILLING & PAYMENT PROCEDURES

- 23.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY

- 24.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26. GOVERNING LAW

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

- 28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

- 29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

- 30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

- 31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

- 32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

- 33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them

in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of refuse collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied,

bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a "disposal unit" shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard-waste" as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a "disposal unit" shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles

not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to

neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.

34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.

34.3 Bulk items as herein defined, are considered subject to collection by the

CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

- 34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

- 35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

- 35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

- 36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 37.1 Toter or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

- 37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

- 37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1. **UNACCEPTABLE MATERIAL:** Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 **ACCEPTABLE MATERIAL:** All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of

Alternatives and Deviations, for listing proposed deviations.

- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs

As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed

for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the

Contractor prior to its use.

- 43.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

44. ELECTRONIC WASTE MANAGEMENT

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

45. CURBSIDE COMPOSTING PROGRAM

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 45.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 45.4 Yard waste may also be co-mingled in with the organic compost material.
- 45.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the

collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47 COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

48 STICKER DESIGN AND DISTRIBUTION

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.
- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

49. [Section purposefully omitted]

50. BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the respective municipality. The City shall provide the contractor with the number of

occupied UNITS within the municipality on a monthly basis.

51. MONTHLY REPORTING

- 51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:
- 51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

52. CONSUMER EDUCATION

- 52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

53. TITLE TO WASTES

- 53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

- 53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

- 54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

- 55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City) for refuse and recycling collection during the City's annual Hometown Days, 4th of July Parade and celebration in the park, and other City managed special events.. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.
- 56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City designee. The

Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

- 56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

57. HOLIDAYS

- 57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

- 58.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

- 59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

60. REPLACEMENT DAMAGE

- 60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by

the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

- 61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

- 62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

63. ACCIDENT PREVENTION

- 63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

- 69.1 The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

- 70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

- 71.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on May 1, 2017 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2022. Upon request, the City may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on April 30, 2023. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

72. STICKER REFUND

- 72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

73. PERFORMANCE BOND

- 73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

74. EMERGENCIES

- 74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

- 75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

76. TAXES, LICENSES & PERMITS

- 76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

- 77.1 If the Contractor fails to observe the established schedule for more than two (2)

consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City , respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

78. STRIKES/FORCE MAJEURE

- 78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.
- 78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Company Name

Date:

Street Address of Company

Email Address

City, State, Zip

Contact Name (Print)

Business Phone

24-Hour Telephone

Fax

Signature of Officer, Partner or
Sole Proprietor

ATTEST: If a Corporation

Print Name & Title

Signature of Corporation Secretary

CITY OF YORKVILLE

Authorized Signature

ATTEST:

Title

Signature of City Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

PHONE: _____

FAX: _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: _____

DATE: _____

PROPOSER'S CERTIFICATION *(page 1 of 3)*

With regard to _____, proposer _____ hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent

		-						
--	--	---	--	--	--	--	--	--

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION *(page 3 of 3)*

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

☐
☐
☐

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

**APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED**

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: _____

Business Address: Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____

Drivers: _____

Office Personnel: _____

Signature: _____ Date: _____

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
<u>Yak Shack</u> <u>131 E Hydraulic</u>	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
<u>Ice Cream Shop</u> <u>301 E. Hydraulic</u>	Refuse Recycling	1 – 2 yd 2 – 96 gallon toters	1x/wk 1x/wk
<u>Bridge Park</u> <u>3651 Kennedy Road</u>	Refuse Recycling	1 – 2yd 10 – 96 gallon toters	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the life of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

May 1, 2017 to April 30, 2018	May 1, 2018 to April 30, 2019	May 1, 2019 to April 30, 2020	May 1, 2020 to April 30, 2021	May 1, 2021 to April 30, 2022
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Plan Description

33 gal. tote:	33 gal. tote:	33 gal. tote:	33 gal. tote:	33 gal. tote:
65 gal. tote:	65 gal. tote:	65 gal. tote:	65 gal. tote:	65 gal. tote:
96 gal. tote:	96 gal. tote:	96 gal. tote:	96 gal. tote:	96 gal. tote:

OPERATIONAL APPROACH

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

Groot Industries looks forward to providing comprehensive refuse, recycling and landscape collections for the residential units located within the City of Yorkville. With over 102 years of direct commercial and municipal experience within the Chicago metropolitan area, Groot provides solid waste collections to over a quarter million homes every week. We are confident that the City will receive complete satisfaction with regard to our services. The following outline and discussions represent our understanding, capabilities and methodology we intend to use in performing this service for the residents of the City of Yorkville.

Our discussions are broken down into these eleven (11) categories:

- I. Yorkville Collection Program
- II. Residential General Routing
- III. Residential Equipment
- IV. Vehicle Maintenance Procedures
- V. Driver Qualifications
- VI. Service Implementations & Developments
- VII. Service Quality Assurance
- VIII. Emergency Contingency Plan
- IX. Compressed Natural Gas (CNG) Trucks
- X. Recycling Capabilities & Materials
- XI. Recyclables Non-Collection Tagging System



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

I. Yorkville Collection Program

Groot will provide refuse, recycling and yard waste collection to each resident weekly Monday through Friday. The collection schedule will be highlighted in a brochure sent out to the residents in advance of the start date.

A. Solid Waste Collection

Modified Volume Based Program - Residents will receive weekly curbside collection of household solid waste limited to a 95, 65 or 35 gallon cart. The customer will be given a choice of the size cart they prefer, if the customer fails to inform the contractor of their selection, they will receive a 65 gallon cart as a default. Groot will maintain ownership of the carts during the term of the agreement; therefore, all maintenance and cart replacement costs will be handled by Groot. Each disposal unit beyond the refuse cart shall require the use of a pre-paid sticker to allow for collection. Stickers will be available at a rate of \$1.00 each. The collection of one bulk item will be permitted each week at no additional cost.

Groot will be responsible for arranging for, supervising, and handling the sale of refuse stickers, to area merchant locations in the City. Groot will make every attempt to sell stickers to merchants in Yorkville and will solicit for new locations to sell stickers to residents. The stickers will also be available at City Hall and on Groot's website for online purchase.

B. Recycling Collection

The unlimited collection of recyclable material shall be included in this program with one 95, 65 or 35 gallon recycling cart. The customer will be given a choice of the size cart they prefer, if the customer fails to inform the contractor of their selection, they will receive a 65 gallon cart as a default.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

C. Yard Waste Collection Program

All eligible households located within the City shall be provided weekly yard waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in “Kraft” paper bags sold specifically for the collection and disposal of yard waste. All bundled brush out for collection shall be bundled with biodegradable natural fiber twine and shall not exceed 4 feet in length, with each bundle not to exceed 50 pounds in weight. Grass clippings, leaves, twigs, garden debris, weeds, fruits, seeds, stalks, and vines may be placed at the curb on the regularly scheduled pick up day in biodegradable paper bags. Bags are preferred to be rolled and crimped closed and be easily lifted to waist height. The season for the collection of yard waste shall begin on the first collection day of April and end on the last collection day of November each contract year.

Brush and branches up to 4 inches must be bundled with twine (wire or plastic is not acceptable) 4’ or less in length and 2’ or less in diameter at the base and easily lifted to waist height. Landscape waste does not include wood timbers, plastic edging, plant pots or trays, fertilizer or landscape material bags, landscape fabric, root sections, sand, gravel, sod, firewood, bark, wood chips or animal waste.



Curbside Composting Program

Groot is offering to allow residents to comingle organic material/food scraps in with their weekly landscape waste during the yard waste season as described above. Permitted food scraps include material such as fruits, vegetables, grains and pastas. Service would include the provision of a 65 or 35 gallon cart. Residents would be charged an annual fee as indicated under our cost proposal tab. During the winter months (December — March) Groot would establish a schedule that would see this material collected one day per week from all residents regardless of their individual service day for garbage and recycling. This allows us to be more efficient in providing this service while reducing truck traffic throughout the week.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

Curbside Composting Program (continued)

Groot will provide every other week collection of yard waste/organic food scrap material from December 1st through March 31st. This service will also be provided to residents over one day on the designated service week in an effort to streamline this program. Although Groot will agree to the program as outlined, we would also like to discuss the possibility of only allowing this collection program during the winter months when a minimum number of participants have signed up.

D. Christmas Tree Collection

Groot Industries will provide free collection and disposal of Christmas trees for two (2) weeks during the 1st and 2nd full week in January each contract year.

E. E-waste Items

Electronics such as televisions, computers—desktop or laptop, computer monitors, keyboards, facsimile machines, recorders, digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converters, cable receivers, satellite receivers and digital video disc recorders need to be disposed of in a manner consistent with the enacted Illinois E-waste Act. By law, haulers are not permitted to mix e-waste with refuse or other waste materials, thereby requiring a special pick-up. Groot will provide curbside collection of e-waste, for no additional fee to the residents. Residents will be required to call in and schedule this collection in advance. Please note that some items such as large TV's that require more than one person to collect may require an additional fee as determined by Groot personnel.



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

F. White Goods (Appliances)

White goods are defined as follows:

Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances.

Groot will provide collection of such items on a weekly basis with residents calling to schedule a special collection.

G. Amnesty Day

Groot will provide a Clean-up Day in the spring and fall of each year, the dates to be mutually agreed upon between the City and Groot. Service shall be provided on the same day as the residents normal collection day. Groot will collect white goods, additional bulk items, **and** up to 4 automobile tires, all rims must be removed. Stickers will not be required.



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

H. Billing & Special Services

1. Billing of Services

Groot will bill the City monthly, in advance for residential refuse and recycling services outlined in this request for proposal. Groot requests the City provide a current detailed residential listing of each residential unit prior to the service start date, if Groot is awarded the collection agreement. Groot attempts to make payments as easy as possible as we offer on-line bill pay, auto-pay and check-by-phone payment programs at no charge. Please note that if the City pays the monthly invoice by credit card Groot will pass on the corresponding fee associated with the transaction.

2. City Facilities & Special Events

Groot will provide refuse and recycling collections for the City's facilities indicated in Exhibit B at no additional cost.

II. Residential General Routing

A. Yorkville Service Routing

Groot is proposing to collect all residential households within the current five day per week schedule, Monday through Friday. We are expecting to service approximately 6,153 residential units in total. Our intention is to mirror, as best we can, the current service areas as identified by each service day with some possible minor adjustments. Please see Exhibit A for more information.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

B. Hours of Collection and Holiday Service

The City can expect collection vehicles to arrive in town at six a.m. and remain until three to four o'clock in the afternoon. Extra collection vehicles will be supplied as needed when weather or traffic concerns indicate any route or routes will be substantially delayed.

Groot currently observes the following holidays:

- | | |
|--------------------|--------------------|
| • New Year's Day | • Labor Day |
| • Memorial Day | • Thanksgiving Day |
| • Independence Day | • Christmas Day |

During the week of a holiday, including holidays which fall on a Sunday, each succeeding collection day following a holiday will be serviced one day behind the regular schedule. There will be no household collection on Sunday. If a holiday falls on a Sunday, it will be observed on Monday, delaying service by one day for the remainder of the week.

III. Residential Equipment

A. Waste Collection Vehicle Specifications and Special Features

We have a chassis/body combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These state-of-the-art refuse, recycling and landscape waste trucks are highly beneficial in navigating the streets that exist within the City. All equipment within the City are uniformly painted, washed and maintained regularly to ensure a neat and clean appearance.

Collection vehicles are equipped with optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

IV. Vehicle Maintenance Procedures

A. Residential Maintenance Procedures

Groot Industries presently utilizes our own complete maintenance facilities in Plano for servicing our residential collection equipment.

Capabilities include:

- Welding and fabrication
- Major engine and transmission overhauls
- Hydraulic hose fabrication and repair
- Body and chassis restoration

We operate our maintenance facility 24 hours per day adhering to strict preventative maintenance procedures. All equipment is maintained following the Department of Transportation standards.

V. Driver Qualifications

A. Experience Requirements

Groot Industries requirements for driver personnel are as follows:

1. Minimum of one (1) year experience in the operation of 50,000 lb. gross vehicle weight rated waste collection vehicles.
2. Complete D.O.T. and C.D.L. certification.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

B. Safety Training and Driver Certification

All Groot Industries, Inc. employees performing driving, maintenance, or labor functions are required to attend monthly safety meetings specific to their line of work. Personnel will receive training and follow-up reviews in:



Operational Procedures



Equipment Familiarization



Defensive Driving Techniques



Customer Interaction



Health and Safety Procedures

When new drivers begin their association with Groot, a minimum of two (2) weeks on-site training specific to the area of service is required to orient the driver. In addition, employees participate in a quarterly awards program sponsored by Groot which promotes constant awareness and ultimately safer and better quality service for our customers.

C. Driver Appearance

All employees performing driving, maintenance or labor functions are required to wear company issued uniforms while on duty. Uniforms identify the employee's name, company affiliation, and are maintained in a neat and orderly appearance.

VI. Service Implementations & Developments

A. In-Town Supervisor Availability

Groot Industries will utilize a full-time supervisor for the City and collections will be supervised each week. Duties include assisting drivers in servicing their routes and being immediately available to customers who encounter any service problems. Resident questions or concerns are fielded promptly on the spot, drastically reducing many calls the City may encounter.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

B. Expansions & Improvements—Pollution Control Initiatives

Improvements are continually made within Groot Industries operations and external expansion opportunities are investigated, monitored and implemented upon thorough research completion.

An example includes Groot's utilization of CNG, Compressed Natural Gas, for collection vehicles within our fleet. The implementation of these vehicles substantially reduces Groot's carbon footprint.

Recycling capabilities are also reviewed regularly to continue Groot Industries plan in considerably reducing landfill usage and increasing community knowledge. The Groot website is available 24 hours a day, 7 days a week for informational bulletins and our customer service department is provided with information in order to assist residents of the City.

VII. Service Quality Assurance

A. Office Procedures

Groot Industries staffs its customer service and operations office from 7:00 am to 5:00 pm Monday through Friday, and Saturday from 7:00 am until 12:00 pm. Outside of the above stated times, we employ full voice mail capability to specific personnel or operational areas. Customer Service representatives are trained in the following areas:



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

1. Extra Service Requests
2. Acceptable & Non-acceptable Waste
3. Recycling Program Education
4. Yard Waste Rules & Regulations
5. Residential Billing Inquiries

B. Drivers End-of-day Service Review

Every morning drivers are required to meet with the Residential Supervisor. Drivers will receive instructions on scheduled extra service requests for their route, any equipment changes, and special routing demands.

To ensure the highest level of service throughout the day, drivers must report in via radio whenever leaving their respective service area. Particular emphasis is placed on communications prior to finishing their route at the end of the day. By closely supervising the routes progress near its termination, adjustments can be made readily with adjoining routes to handle any late service requests, or cover routes which may be running late.



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

VIII. Emergency Contingency Plan

A. Public Health and City Requests

In order to protect the public health, safety and welfare, Groot will respond to requests from the City to collect debris left in unusual circumstances. We provide the necessary equipment and personnel to respond to your requests for an agreed upon rate for collection and disposal. Groot will agree to provide necessary collections in the event of a natural disaster in the City (i.e. tornados, floods) when declared by the State or Federal Government.

B. Weather Considerations and Contingency Plans

In cases of severe weather, where service becomes problematic due to heavy snows, rains or wind damage, Groot Industries has the resources to address and remedy the resulting waste-related problems. Due to the high concentration of equipment we will have operating around the City, we are able to draw upon many other collection vehicles to assist the City's residential units. We routinely make sure auxiliary personnel are available during the winter months, and as a matter of course, maintain an adequate amount of spare collection vehicles.

IX. Compressed Natural Gas (CNG) Vehicles

Currently, Groot has begun to utilize collection vehicles that run solely on Compressed Natural Gas (CNG). We have begun a conversion of incorporating CNG collection vehicles as older diesel trucks are retired. Trucks which run on CNG are quieter and emit 80% less pollution than pre-2007 diesel engines. Please refer to the "Groot Green" section within this proposal for more of Groot's green initiatives in the future.

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

X. Recycling Capabilities & Materials

Groot Industries will provide Yorkville with a recycling program that combines both paper and commingled material at the curbside for processing. We currently utilize an automated processing system that separates the paper (fibrous) from the commingled (non-fibrous) recyclable material.

Recycling Material

Groot will collect any of the following recyclable items:

Non-Paper Items

- Cloudy white HDPE plastic milk & water jugs
- Colored HDPE plastic blow-molded containers
- PETE 1 & HDPE 2 plastic blow-molded containers
- LDPE 4 & FTDPE soft plastic
- Brown, green, and clear glass containers
- Aluminum-formed containers/wrap
- Empty steel paint cans and lids.
- Plastics 1 through 5 & 7
- Bi-metal food and beverage cans
- Empty aerosol cans
- Aseptic and gable topped packaging such as milk cartons/juice boxes
- Formed steel food containers.
- Ferrous metal cans
- Plastic six & twelve pack rings



UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

Paper Items

- Office/School Paper
- Newspaper
- Magazines/Catalogs
- Glossy & Non-glossy inserts
- Shredded paper bagged in clear plastic bag
- Telephone Directories
- Advertising/Junk Mail
- Kraft paper bags
- Cardboard
- Paperboard/Chipboard
- Books (No leather cover books)
- Soda & Beer carrying cases
- No metal clips, spirals or binding
- Shredded paper must be bagged

Unaccepted Items

Items below are not accepted as recycling:

- Mirrors, light bulbs, window glass, ceramics
- Soiled paper fibers (oily pizza boxes, paper napkins, etc.)
- Medical waste
- Plastic bags
- Styrofoam, wood, plastic film, diapers
- Batteries

UNITED CITY OF YORKVILLE RESIDENTIAL OPERATIONAL APPROACH

XI. Recyclables Non-Collection Tagging System

Below is an example of the tagging system that will be used for non-collection of recyclables.

NON-COLLECTION NOTICE

Dear Customer:
Sorry, we could not pick up your

TRASH Date _____

☐ Sticker required.
☐ Exceeds weight limit.
☐ Improper container/bags.
☐ Yardwaste mixed with garbage.
☐ Hazardous or flammable materials.

RECYCLABLES

☐ Recyclables & non-recyclable waste mixed.
☐ Items are not included in recycling program.

YARDWASTE

☐ Sticker required.
☐ Exceeds weight limit.
☐ Brush **MUST** be tied in 4' bundles.
☐ Improper container for YARDWASTE.

OTHER

☐ Electronic waste requires special pick up, CALL.
☐ Building materials require special pick up, CALL.
☐ Appliances require special pick up, CALL.
☐ Carpet must be cut into manageable 4' bundles.
☐ **Oversized Container**
Containers Must Be 35 Gallons or Less.
☐ Please contact our offices for service.
☐ Service suspended for non-payment, CALL OFFICE.

Please respond to the concerns marked above and
we will be happy to pick up on your next service day.


 **GROOT INDUSTRIES**
800-244-1977
www.groot.com

EXHIBIT A

SOLID WASTE COLLECTION DAY MAP

It is our intention to mirror the current service schedule, with the flexibility to make some minor adjustments. If such minor adjustments were made, Groot would look to send a notice to those residents that would be affected by the schedule change as to minimize any missed collections that may occur as a result. We feel it to be advantageous for all parties involved to maintain a schedule that the community is already familiar with which would allow for a smooth transition.

GROOT GREEN

GREEN INITIATIVE

Environmental Stewardship

Groot Green, More than a Color

Recently, we were taken aback when one of our larger customers called and asked, “So, what’s GROOT doing to “Go Green?” You see, we believe we have been “Green” for decades. But to set the record straight the following facts apply to Groot Industries’ efforts with regard to our environmental stewardship. Please note the “*firsts*”.

1986 – Groot Industries spearheaded the *first* curbside recycling programs in northern Illinois through multiple pilot programs and within four years expanded them to incorporate its entire residential customer base.

1989 – Groot Industries built the *first* Midwestern MRF (Material Recovery Facility) capable of separating plastics into four different types: glass by color, tin, steel and aluminum. In addition, a second process to sort newspaper, junk mail, phone books and magazines was incorporated. This allowed our collection vehicles to be of the “two” sort variety instead of six to eight, saving tremendous amounts of time and fuel and making the collection of recyclables more economical.

1997 - Groot Industries designed and built the *first* SINGLE STREAM material recovery facility in the Midwest in conjunction with its Primary Waste Processing Facility. The single stream facility allowed us to mechanically separate the paper products from the other recyclables. This process allowed us to use the same type of vehicles used for the collection of waste as we use for recycling; two compartment specialized trucks were no longer required. Our primary waste processing facility also gave Groot Industries the ability to process “Blue Bag” recyclables which was a process required by the City of Chicago for a time. This system further can recycle about 10% of “raw” waste which flows through the facility.

2005 - Groot industries began experimenting with alternate fuels in order to decrease our carbon footprint and search for ways to power our vehicles more economically and were the *first* waste and recycling company in Illinois to start using BIO-Diesel fuel.

GREEN INITIATIVE

2007 – 100% of our residential, recycling, commercial and industrial collection vehicles operate on BIO-Diesel, the **first** in the Midwest.

2008 – Groot Industries makes a commitment to start converting its recycling fleet to operate on Compressed Natural Gas (CNG). CNG is over 80% less polluting than pre-2007 diesels. **ONE diesel engine idling is louder than TEN natural gas engines idling together.**

2009 – Groot Industries works with Mack Trucks to build the **first** 20 CNG trucks to come off their lines. We then proceeded to build a CNG refueling station for our fleet; and now, we are the **first** waste industry company in the Midwest to start operating on compressed natural gas.

2010 – The Clean Cities Coalition is an organization funded by the United States Department of Energy. Every year they evaluate organizations and people that best embody their mission by the use of alternative fuels. The “Clean Fuels Champion” award has been given to congressmen, businesses and local governments that stand out by going above and beyond in promoting or implementing alternate fuel vehicles and alternate fuels.

Groot Industries is honored to accept the 2010 “Clean Fuels Champion” award for what we have accomplished in the arena of compressed natural gas (CNG). We first made the commitment to start converting our fleet in 2008 and we now operate more CNG vehicles in the Midwest than any other company whether they be public, private or governmental.

2011 – Groot Industries is honored to accept the Partnership Award for Innovative Energy Solutions for our accomplishments in the arena of compressed natural gas (CNG). This award was presented by the Energy Solutions Center, a non-profit organization of energy utilities and equipment manufacturers that promotes energy-efficient natural gas solutions and systems.

2012 – We are pleased to be recognized and receive the 2012 Illinois Green Fleet Award. Groot Industries’ fleet consists of 60 CNG trucks operating on a daily basis, making Groot Industries’ CNG fleet the largest in Illinois.

GREEN INITIATIVE

2013— In addition to continuing to purchase more CNG-powered collection vehicles, we have doubled the size of our fueling station capabilities. We also have included, with the expansion of our facilities, a secondary station to provide fuel for outside customers. This expansion will provide the much-needed infrastructure to promote and support the use of CNG by other types of transportation and service companies.

2014—Groot Industries completed its upgrade of the Material Recovery Facility in Elk Grove Village, IL. The MRF is now the most advanced in the area and is capable of processing over 40 tons per hour of single stream residential recyclables. This investment in the future of recycling for the Greater Chicagoland area will keep Groot at the forefront of Reducing, Re-using and Recycling large portions of the Municipal and Commercial Waste Streams for years to come.

2015—Groot is partnering with Trillium CNG to open its third public/private CNG fueling station in McCook, IL. This station will serve as the fueling hub for Groot's McCook location as well as many over the road trucking companies that are planning on converting vehicles to CNG.

GROOT GREEN has always been more than just a color to us.

It is the cornerstone of our attitude with regard to how we value our environment.



**PROPOSAL/CONTRACT
FORM/W-9 FORM/
CERTIFICATION**

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Groot Industries, Inc

Company Name

Date: 11/2/2016

2500 Landmeier Road

Street Address of Company

jmolnar@groot.com

Email Address

Elk Grove Village, IL 60007

City, State, Zip

Josh Molnar

Contact Name (Print)

773-242-1977

Business Phone

847-532-1045

24-Hour Telephone

773-601-8639

Fax


Ryan Brandsma, Vice President

Signature of Officer, Partner or
Sole Proprietor

Ryan Brandsma, Vice President

Print Name & Title of Operations

ATTEST: If a Corporation


Lee Brandsma

Signature of Corporation Secretary

CITY OF YORKVILLE

Authorized Signature

ATTEST:

Title

Signature of City Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):NAME: Groot Industries, Inc.ADDRESS: 2500 Landmeier RoadCITY: Elk Grove VillageSTATE: ILZIP: 60007PHONE: 773-242-1977FAX: 773-601-8639TAX ID #(TIN): 36-2430346

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

•Individual

•Sole Proprietor

•Government Agency

•LLP (Limited Liability Partnership)

•LLC (Limited Liability Corporation)

•Medical

•Partnership

•Charitable/Nonprofit

•Incorporated

•Other (Please describe) _____

SIGNATURE: DATE: 11/2/2016

PROPOSER'S CERTIFICATION (page 1 of 3)

Yorkville Solid

With regard to Waste Collection Services, proposer Groot Industries hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

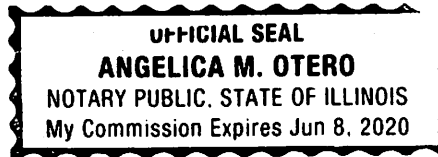
BY: Josh Molnar
Proposer's Authorized Agent

3	6	-	2	4	3	0	3	4
---	---	---	---	---	---	---	---	---

 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 28th day of Oct, 2016.
[Signature]
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Groot Industries, Inc., and the full names of its Officers are as follows:

President: Larry Groot

Secretary: Lee Brandsma

Treasurer: Larry Groot

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Weible & Cahill

Agent Debbie Campbell

Street Address 2300 Cabot Drive

City, State, Zip Code Lisle, IL 60532

Telephone Number 630-245-4625

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Groot Industries, Inc.

Print Name and Title of Authorizing Signature: Ryan Brandsma, Vice President of
Operations

Signature: 

Date: 11/2/2016

COST PROPOSAL & APPENDIXES 2-5

	May 1, 2017 to April 30, 2018	May 1, 2018 to April 30, 2019	May 1, 2019 to April 30, 2020	May 1, 2020 to April 30, 2021	May 1, 2021 to April 30, 2022
--	----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

Plan Description

33 gal. tote:	\$16.25	33 gal. tote:	\$16.75	33 gal. tote:	\$17.30	33 gal. tote:	\$17.90	33 gal. tote:	\$18.55
65 gal. tote:	\$16.25	65 gal. tote:	\$16.75	65 gal. tote:	\$17.30	65 gal. tote:	\$17.90	65 gal. tote:	\$18.55
96 gal. tote:	\$16.25	96 gal. tote:	\$16.75	96 gal. tote:	\$17.30	96 gal. tote:	\$17.90	96 gal. tote:	\$18.55

ORGANIC COMPOSTING PROGRAM

Please find below our proposed rate structure for the curbside composting program as outlined in section 1 (C) of our operational approach. We understand and appreciate the effort of the City to further divert material from area landfills. We have implemented similar programs in other communities and feel we are in a unique position to assist the City and its residents in this effort. We would propose the following options for your consideration.

- 1) Residents would make request, through the City or Groot to participate in the organics composting program. Groot would then add the following monthly rate multiplied by those that elect to participate to the monthly invoice sent to the City or Groot would bill the resident directly. The City would choose the method it desires.

\$10.00 per unit per month

Rate would receive an annual increase of 3%

- 2) Groot would add a negotiated dollar amount to the monthly rates on the previous page and every resident would have the option to participate in the organics collection program at no additional charge. Upon request, Groot would provide organics carts to residents for no additional charge.

We look forward to an opportunity to discuss these options in greater detail. Our goal would be to find the most beneficial program that is mutually agreeable to both parties. A large consideration from our perspective is making sure this program has an opportunity to succeed.

APPENDIX 2

REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
		Please see the Assumptions & Deviations tab

**APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED**

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program
Please see the References Tab			

APPENDIX 5 LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Plano Transfer Station	4705 Kendall Farms Road Plano, IL 60545	n/a
DuKane Transfer Station	1995 Powis Road West Chicago, IL 60185	n/a

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Groot Material Recovery Facility	1759 Elmhurst Road Elk Grove Village, IL 60007	n/a
Resource Management	10244 Clow Creek Dr. Plainfield, IL 60185	n/a

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2954 U.S. 52 Sheridan, IL 60551	n/a

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
Varies		

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2954 U.S. 52 Sheridan, IL 60551	n/a

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Groot Industries, Inc.

Business Address: Mailing Address: 2500 Landmeier Road, Elk Grove Village, IL 60007

Business Number: 773-242-1977

Emergency Number: 847-532-1045

Fax Number: 773-601-8639

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): n/a

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
------	-------	-----------	-------

United City of Yorkville

Larry Groot, President, 2500 Landmeier Road, Elk Grove Village, IL 60007, 773-242-1977

Lee Brandsma, Secretary, 2500 Landmeier Road, Elk Grove Village, IL 60007, 773-242-1977

Larry Groot, Treasurer

Days of Operation: Monday through Saturday

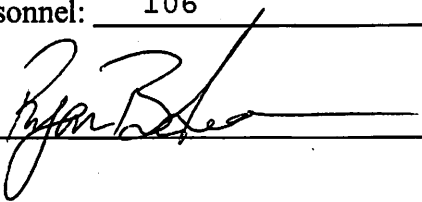
Business Hours: 7:00 am to 5:00 pm

Number of Employees:

Supervisors: 17

Drivers: 303

Office Personnel: 106

Signature: 

Date: 11/2/2016

ASSUMPTIONS & DEVIATIONS

ASSUMPTIONS & DEVIATIONS

Groot understands that contract terms will be negotiated with the selected Proposer. With this proposal, Groot reserves the right to negotiate all final terms of this contract upon mutual agreement prior to execution. Items in which we would intend to amend/add include but are not limited to the following:

Section 22.1 (Termination): Groot request that the time allowed for the Contractor to cure an event of default be defined as seven (7) business days following notice by the City.

Section 27.1 Successors and Assigns: Groot would look to revise this section so that an assignment will not be unreasonably withheld on behalf of the City.

Section 43.10 Recyclable Material Program: Prior to execution Groot would revised this clause to reflect that any change in facility used shall be mutually agreed to by both parties.

Section 45.3 Curbside Composting Program: Prior to execution Groot would revise this language to reflect that any change in facility used shall be mutually agreed to by both parties.

Section 56.1 Schedule and Time of Collections: As indicated in our operational approach, Groot would revise the collection schedule for organics in an effort to streamline the program and make our proposal more cost effective.

Section 65.1 Complaints: Groot would like the termination language in this clause to be consistent with the language under Section 22.1 (Termination) and allow for the Contractor to have seven (7) business days, after notice by the City, to cure service issues identified by this clause.

Section 74.1 Emergencies: The City's use of the Contractor's equipment and/or the change of disposal site shall only occur with the written approval of the Contractor. This option shall only be available after missed collections exceed seven (7) business days and Contractor confirms equipment availability.

Section 77.1 Default: The City's use of the Contractor's equipment shall only occur with the written approval of the Contractor.

ASSUMPTIONS & DEVIATIONS

Groot Industries request “Change in Law” be added to the terms of the potential agreement reflective of the following language:

“The parties agree to negotiate an adjustment to the refuse, recycling, and landscape waste collection and disposal fee for Contractor’s performance of future services under this Agreement in the event that there is any increase in Contractor’s operating costs, including, but not limited to, increased costs due to newly enacted taxes, fees, surcharges or impositions by local, state or federal governments, mandatory fuel rationing or by reason of acts of God such as floods and fires. Upon the happening of such an event, Contractor shall notify the City in writing of its request to negotiate an adjustment to the refuse, recycling and landscape waste collection fees, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have sixty (60) days from the date that Contractor has delivered said notice to the City in which to agree mutually on an adjustment to the fee for Contractor’s performance of future services under this agreement. If the parties do not agree on an adjustment within said 60-day period, then at the end of said period, the adjustment hereunder shall be submitted to arbitration before the American Arbitration Association in Chicago, Illinois.”

REFERENCES

REFERENCES

Please note, just a few of the communities Groot Industries services in the Chicago area are listed below. Currently, we have exclusive contracts in 47 communities with over 250,000 residences every week.

Community Served

Village of Oswego

100 Parkers Mill
Oswego, IL 60560
Mr. Dan Disanto Village Administrator
(630) 554-3618

Village of Bolingbrook

375 W. Briarcliff Road
Bolingbrook, IL 60440
Mr. Mike Drey, Director of Public Works
(630) 226-8805

City of West Chicago

475 Main Street
West Chicago, IL 60185
Mr. Michael Guttman, City Administrator
(630) 293-2200

Village of Bellwood

3200 Washington
Bellwood, IL 60104
Mayor Frank Pasquale
(708) 547-3510

Village of Brookfield

8820 Brookfield Ave.
Brookfield, IL 60513-1688
Mr. Ricardo F. Ginex, City Administrator
(708) 485-7344

Service Provided

9,400 units serviced
Providing refuse, recycling & yard waste services
Contract Start: 2012

22,704 units serviced
Providing refuse, recycling & yard waste services
Contract Start: 1989

Modified Volume Based Program
5,300 units serviced-Providing refuse, recycling & yard waste services
Contract Start: 2005

5,600 units serviced
Providing refuse & recycling services
Contract Start: 1994

5,837 units serviced
Providing refuse, recycling & yard waste services
Contract Start: 1964

PROPOSAL SECURITY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Groot Industries, Inc.

2500 Landmeier Road Elk Grove Village, IL 60007-2627

as Principal, hereinafter called the Principal, and Continental Casualty Company

333 S. Wabash Ave. Chicago, IL 60604

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto United City of Yorkville

800 Game Farm Road Yorkville, IL 60560


as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100

Dollars (\$ 5,000),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

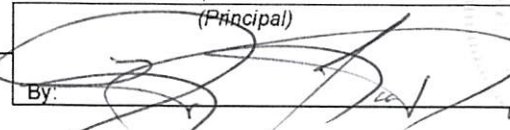

WHEREAS, the Principal has submitted a bid for Yorkville Solid Waste Collection Services


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of November, 2016

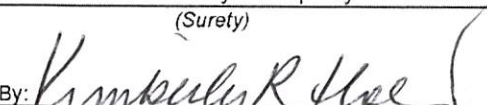

(Witness)

Groot Industries, Inc.

 (Principal) (Seal)
By:  Pres. (Title)


Christine Eitel (Witness)

Continental Casualty Company

(Surety) (Seal)
By:  (Title)
Attorney-in-Fact Kimberly R. Holmes

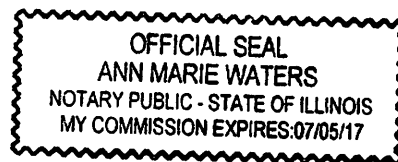
STATE OF Illinois
COUNTY OF Cook

I, Ann Marie Waters Notary Public of Cook County,
in the State of Illinois, do hereby certify that Kimberly R. Holmes
Attorney-in-Fact, of the Continental Casualty Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Continental Casualty Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle
in said County, this 3rd day of November A.D., 2016

Ann Marie Waters
Notary Public Ann Marie Waters

My Commission expires: July 5, 2017



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, Harriet R Reilly, William P Weible, William Cahill, Kimberly Sawicki, Ann Marie Waters, Melissa Newman, Kimberly R Holmes, Christine Eitel, Deborah A Campbell, Leigh Ann Francis, Richard A Freebourn Jr, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 30th day of September, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of September, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of November, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

PERFORMANCE BOND INTENT



October 21, 2016

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: Groot Industries, Inc.

Project: Yorkville Solid Waste Collection Services

To Whom It May Concern:

Please be advised that we are the bonding agent for Groot Industries, Inc. This contractor obtains their bonds through Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604. As stated in the A.M. Best Rating Guide Continental Casualty Company has a rating of A XV.

Continental Casualty Company would be willing to entertain a performance and payment bond request on behalf of Groot Industries, Inc. Both the surety and the contractor would issue the bond in the amount of \$500,000 on the attached annual waste haulers' performance bond subject to review of the contract documents.

This letter shall serve to verify that the information provided by Groot Industries, Inc., in the pre-qualification form in regard to the surety and bonding information is correct. I trust that this information satisfies your inquiry. Should you require anything further, please do not hesitate to call.

Sincerely,

Weible & Cahill


Kimberly Holmes
Bond Administrator of Weible & Cahill

PERFORMANCE BOND

Bond No. ____

KNOW ALL MEN BY THESE PRESENTS, That we , Groot Industries, Inc., 2500 Landmeier Road, Elk Grove Village, IL 60007 as Principal, and the Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604 an Illinois corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this Performance Bond, are firmly held bound unto _

SAMPLE hereinafter referred to as the Oblige, for such monetary amount as incurred by the Oblige, not to exceed the penal sum of _ 00/100 Dollars (\$00), as may be required to remedy any contractual default by the Principal in the performance of that certain written contract between Principal and Oblige dated _____ for hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

CONDITIONS

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Oblige; (2) the Principal is actually in default under the above Contract, and is declared by the Oblige hereafter to be in default; (3) the Oblige has performed all of the obligations of the Oblige under the above Contract; and (4) the Oblige has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

LIMITATIONS AND EXCLUSIONS

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Oblige, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
- (2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
- (3) Determine the amount for which the Surety may be liable to the Oblige, and as soon as a practicable thereafter, tender payment thereof to the Oblige; or
- (4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

Performance Bond

The obligation of this Performance Bond shall not include liability for loss, cost, damage, fines, penalties or expense (including attorney's fees) from personal injury (including death), or from property damage (including environmental impairment or cleanup), or from any criminal or tortuous act arising out of the performance, default or completion of the above Contract, nor shall the Surety obligated to provide or maintain any policy or undertaking of liability insurance.

This bond is for a one-year term beginning _____ and ending _____. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligee due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligee recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligee. In the event that the Obligee is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligee, and the aggregate liability of the Surety to the Obligee shall in no event exceed the above penal sum.

The consent of the Surety shall be required with regard to any changes or alterations in the above Contract including, but not limited to, where the cost thereof, added to prior changes or alterations, causes the aggregate cost of all changes and alterations to exceed 10 percent of the original contract price, or where the completion thereof is extended by more than 90 days.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commenced against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commenced shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the Surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this __ day of __, _____.

Groot Industries, Inc.

Continental Casualty Company

Principal

Surety

By: _____

By: _____
 , Attorney-In-Fact

INSURANCE INTENT LETTER



October 24, 2016

Mr. Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Request for Proposal – Yorkville Solid Waste Collection Services
Groot Industries, Inc.

Gentlemen:

Please be advised that we have reviewed the insurance requirements and are prepared to certify that the required policies are in effect or we will issue the equivalent coverage as set forth in the Contract Documents upon award of the captioned project to the bidder.

If you should have any questions, please contact the undersigned.

Sincerely yours,

Weible & Cahill

Debbie Campbell

Debbie Campbell, CIC, CRIS
Account Manager



United City of
Yorkville

Request for Proposal for Solid Waste, Recycling, and Yard Waste Services

Submitted To, Time and Date:

November 3, 2016 at 10:00 am

Bart Olson

City Administrator

United City of Yorkville

800 Game Farm Road

Yorkville, IL 60560

Submitted By:

Environmental Recycling & Disposal

2277 Moen Avenue

Rockdale, IL 60436

(815) 725-4555



Environmental
RECYCLING & DISPOSAL
SERVICE

Index

1. Cover Letter
2. Executive Summary
3. Organizational Plan and Chart
4. Qualifications of Personnel
5. Education and Awareness
6. Residential Equipment
7. Cost Proposal
8. Request for Proposal
9. Days of Service
10. References
11. Insurance
12. Certifications of Compliance
13. Service Area Map

Contact Information for Person Submitting Bid

Jay Ipema –Vice President / Municipal Marketing Manager
2277 Moen Avenue
Rockdale, IL 60436

(815) 725-4555 – Office
(708) 906-2672 – Cell
(815) 725-5235 – Fax
jayipema@envrd.com

Company Information

Environmental Recycling & Disposal Inc.
PO Box 675
Orland Park, IL 6462
www.envrd.com
(815) 725-4555





United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

November 3, 2016

Mr. Bart Olson,


Environmental Recycling and Disposal appreciates the opportunity to submit this proposal to The United City of Yorkville for residential refuse, recycling, and landscape waste collection. We are an environmentally conscious, family-owned and operated waste collection and recycling firm that services the greater Kendall, Will, Grundy and Cook Counties.

Environmental Recycling and Disposal tailors its service to meet and exceed the needs of each customer and to ensure consistent, superior service at every level. We are confident our proposal will demonstrate a program that offers a substantial value and a comprehensive refuse, recycling, and landscape waste program for the United City of Yorkville.

Environmental Recycling and Disposal is well equipped to handle the transition in regard to the curbside collection of refuse, recycling, yard waste, and organics. It is important that the resident consider the transition and implementation process. We will work closely with The United City of Yorkville to ensure a smooth transition. The combination of integrated communication from both Environmental Recycling and Disposal and a contact person provides for a smooth and effective implementation.

As a full service company, we include roll-off waste collection, commercial recycling collection, and commercial refuse collection. Currently, our equipment to services residents is automated and recorded through RFID tags and GPS monitoring.

Thank you for your consideration. We look forward to servicing and providing quality attention to your community.


Sincerely,
Jay Ipema
Vice President

Environmental Recycling & Disposal Inc.
2277 W Moen Avenue
Rockdale, IL 60436
(815) 725-4555
www.envrd.com

Executive Summary

Environmental Recycling and Disposal has analyzed the United City of Yorkville's "Request for Proposal" for residential solid waste and recycling services.

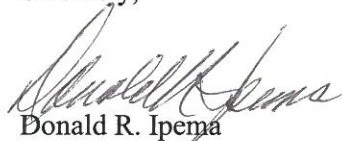
Enclosed you will find the Environmental Recycling and Disposal response to the "Request for Proposal" demonstrating ability to provide the United City of Yorkville with a full range of residential curbside services. Environmental Recycling and Disposal has a general understanding of your intentions and we believe that we are uniquely qualified to fulfill the United City of Yorkville's goals in developing and expanding your residential curbside program. We also understand that we will need to comply with all codes, ordinances, rules, statues, laws and regulations of the State of Illinois, County of Kendall and United City of Yorkville.

I authorize Jay Ipema to negotiate and sign this contract. Jay Ipema, Vice President, located at 2277 Moen Avenue, Rockdale, IL 60436 is the person who can answer and questions you may have regarding this proposal. Mr. Ipema can be reached by phone at (815) 725-4555, on his cell (708) 906-2672 or by email at jayipema@envrd.com.

Environmental Recycling and Disposal will seamlessly provide clean, courteous, well-scheduled collection and disposal or processing of refuse, recyclables, yard waste, and organics from all Yorkville's residents and properties within the United City of Yorkville.

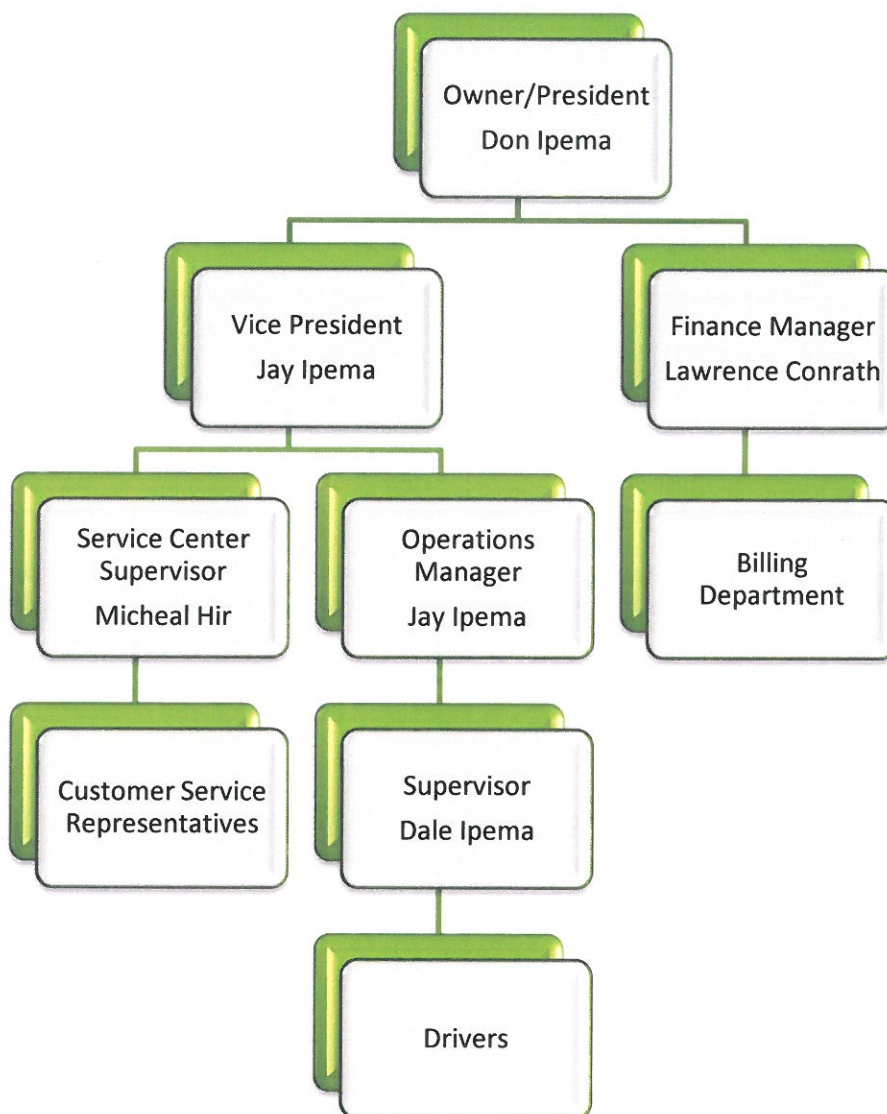
We feel our RFP submittal is responsive. Please be assured what we will gladly and promptly respond to any questions or concerns that may arise during your review of our submittal. We look forward to enhancing and improving the quality of the residential curbside program for the citizens of Yorkville and we pledge that all our efforts and resources will be committed to providing the highest level of service in our industry.

Sincerely,



Donald R. Ipema
President

Organizational Plan and Chart



Contractors Qualification

1. Environmental Recycling and Disposal Inc. is a privately owned company.
2. Environmental Recycling and Disposal has been in business Since 1998.
3. Environmental Recycling and Disposal Services;
 - a) Over 2000 Commercial customers weekly
 - b) Over 3000 Residential customers weekly
 - c) Over 350 Industrial/manufacturing customers with its fleet of roll-off trucks and semi-tractor trailers.
4. Experience of key individuals:
 - a. Donald R. Ipema – Owner/President 50 years experience.
 - b. Jay Ipema – Vice President 17 years experience.
 - c. Dale Ipema – Secretary / Treasure 22 years experience.
 - d. Lawrence Conrath – CFO / CPA 38 years experience.
 - e. Michael Hir – Supervisor 3 years experience.

Qualifications of Personnel

Environmental Recycling and Disposal is equipped with a professional staff and personnel with well over 100 years of combined experience in the waste and recycling industry. Environmental Recycling and Disposal will include a direct contact from Village to General Manager to assure an open communication 7 days a week if necessary.

A list of important personnel as follows will pertain to the United City of Yorkville contract.

- a) Donald R Ipema: Is the Founder of Environmental Recycling and Disposal. Prior to starting Environmental he managed his fathers refuse company from 1967 to 1991. There he was responsible for over 11 municipalities and 40 collection vehicles daily. From 1991 to 1998 he worked for Waste Management and was responsible for over 40 municipalities, 200 collection vehicles and over 250 employees. Donald R Ipema oversees all parts of Environmental Recycling and Disposal to ensure the company continues its success and reputation as a leader in the waste industry.
- b) Jay Ipema Vice President General Manager: Has more than 17 years' experience in waste management. Jay has experience in pick-up for residential homes, roll-off, Industrial and commercial routes, dispatch, and management, creation of routing and creation of new recycling programs. Jay also, is responsible for all vehicles oversight and safety meetings and driver performance daily. Jay assists with phones and all aspects of our business as well when needed.
- c) Dale Ipema Secretary/Treasurer: Dale also, is a key component to our business with over 22 years of customer relations, billing, recycling concerns, computer, web maintenance, insurance updating, driver health records and company safety policy's. He is responsible for totter distribution and customer information, literature and relations during the transition of the new contract.
- d) Lawrence Conrath: He is our Chief Financial Officer. He is a certified public accountant and has been with our company for over 14 years. Prior to being part of our team he was a controller at Waste Management for 12 years, a region controller for United Waste Systems and a VP/Corporate Controller at American Disposal Services for a combined 9 years. He is a dedicated employee who handles accounting and is experienced in new contacts and questions pertaining to it.
- e) Michael Hir: While he is a relatively new addition to our team, he has 4 years of education at Illinois State College as well as three years as Operations Manager with Environmental. He will team with Dale Ipema for totter distribution and customer information, literature and relations during the transition of the new contract and be readily available to answer all any residents questions.

Vehicle Maintenance Procedures

Residential Maintenance Procedures

Environmental Recycling and Disposal utilizes its own complete maintenance facilities in Rockdale for servicing our residential collection equipment.

Capabilities include:

- Welding and fabrication
- Major engine and transmission overhauls
- Hydraulic hose fabrication and repair
- Body and chassis restoration
- Brake Certified
- Scheduled preventive maintenance
- Weekly truck wash

We operated our maintenance facility six (6) days a week adhering to strict preventative maintenance procedures. All equipment is maintained following the Department of Transportation standards.

List of equipment operated by Environmental Recycling and Disposal

- 1) 12 - Commercial collection vehicles
- 2) 3 - Residential collection vehicles
- 3) 5 - Roll off trucks
- 4) 3 - Semi tractors
- 5) 1 - Lift/boom truck vehicle
- 6) 2 - Maintenance service vehicles
- 7) 2 - Small Container delivery vehicles

Education and Awareness

Environmental Recycling and Disposal will include a Village approved educational packet when carts are delivered, and will be updated as program changes. The following page is an example of the guide book of service that would be delivered with all the carts to each resident.

It is very important to Environmental Recycling and Disposal to make the residents of Yorkville aware of their Solid Waste, Recycling, Yard Waste, and Organic Services. The residents will be able to access our web site and see upcoming events like, holiday schedules, amnesty day, seasonal services, and locations to purchase stickers.

WORKING TOWARD A GREENER WORLD



Environmental Recycling & Disposal is dedicated to responsible environmental stewardship. Efficient routing, container tracking, and computerized systems allow us to service our customers at the highest levels.

Through our recycling programs, we can divert valuable resources from landfills and return them to manufacturers to be recycled into new products. The mixed collection method also eliminates the need for multiple collection vehicles for different types of recyclables. By reducing the number of vehicles required, we also cut down on air pollution and fossil fuel usage. All of our containers are built and repaired using recycled plastics and metals.

Our efforts are just one small part in working toward a greener world.

 2277 W MOEN AVE
ROCKDALE, IL 60436-9021

 PHONE: +1 800 321-4567
WWW.ENVRD.COM



Environmental
RECYCLING & DISPOSAL
SERVICE

Environmental
RECYCLING & DISPOSAL SERVICE

2277 W MOEN AVE
ROCKDALE, IL 60436-9021



Environmental
RECYCLING & DISPOSAL
SERVICE

RESIDENTIAL WASTE SERVICES

Guidebook and
Schedule



United City of
Yorkville



WEEKLY PICKUP

THANK YOU, YORKVILLE, FOR CHOOSING US!

Weekly pickup service will remain on the same day as currently serviced. The time of day may change.

- Residents will receive one refuse cart and one recycling cart per address in your choice of 33, 65, or 96 gallon size.
- One bulk item per week may be placed alongside your cart. This includes couches and furniture.
- Have your cart on the curb by 6:00 am on the day of collection. Place the cart about 1 ft from the curb edge with handle directed away from street and toward the sidewalk.
- A \$1 prepaid refuse sticker is required for bags or containers outside the cart. Prepaid refuse stickers are sold at the following locations in Yorkville:

- **Ace Hardware** - 9620 Route 34
- **Jewel-Osco** - 234 Veterans Parkway
- **City Hall** - 800 Game Farm Road

Y YARD WASTE PROGRAM

- Yard waste shall be placed in paper lawn and leaf bags and shall not exceed 50 lb.
- All brush shall be bundled not to exceed 4 ft. in length and shall not exceed 50 lb.
- Additional yard waste carts are available for rent call 815-725- 4555 or go to envrd.com/yorkville.
- Co-mingled organic compost material may be added to the yard waste.
- Rolloff containers are available for rent at a discounted price for Yorkville residents who require dirt, rock or brick pickup. Go to envrd.com/yorkville for details.

C COMPOSTING PROGRAM

Yorkville residents can opt-in to our composting program. Visit envrd.com/yorkville or call (815) 727-8834 for more information.

- Weekly service April - November
- Bi-Weekly December - March
- Some additional fees may apply.

C ELECTRONICS PROGRAM

Call (815) 727-8834 to schedule electronics pickup. Additional fees may apply for larger items.

RECYCLING



Residents can choose one 33, 65, or 96 gallon recycling cart. Weekly recycling occurs on your scheduled pick up day. Place your cart along side your refuse containers. Please follow the guide below for acceptable and unacceptable recyclables.

ACCEPTABLE



Paper/Other Fibers

- copy paper
- computer paper
- glossy paper
- envelopes
- newspaper
- telephone books
- file folders
- magazines
- junk mail
- paper bags
- cardboard
- carbon paper
- self-stick labels
- gum/candy wrappers
- tissue paper
- waxed paper
- paper cups
- paper towels

UNACCEPTABLE



Paper/Other Fibers

Empty and rinsed plastic containers marked with #1 / #5 / #7, including;

- water / soda bottles
- milk / juice jugs
- butter tubs
- yogurt cups
- ketchup bottles
- household cleaner bottles
- coffee containers
- Any plastic containers marked with #6, including;
- take-out containers
- styrofoam
- packing peanuts
- CD/DVD covers
- film plastic
- plastic bags
- saran wrap
- plastic silverware

Tin or Aluminum

- Empty and rinsed aluminum and tin containers, including;
- soda / beer cans
- soup cans
- aerosol cans
- aluminum foil
- conduit pipe
- gutters

Glass

- Empty and rinsed clear and colored glass bottles and jars
- flat glass
- light bulbs
- dinnerware
- ceramics
- Pyrex®

Residential Equipment

Waste Collection Vehicle Specifications and Special Features

We have always emphasized higher productivity to help us stabilize costs for the communities that we serve. We will continue to utilize new generation collection vehicles for this contract that will allow us to maximize the number of homes per truck that can be serviced per day. These “state of the art” vehicles are driver friendly, quieter, eliminate wind-blown material and are compatible with cart systems.

We have a chassis/body combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These refuse, recycling and yard waste trucks are highly beneficial in navigating the streets that exist in the United City of Yorkville. All equipment within the Village is uniformly painted, washed and maintained regularly to ensure a neat and clean appearance.

Environmental Recycling and Disposal collection vehicles are automated trucks. This ensures driver safety and efficiency. The vehicles are equipped with on board computers. These computers show the driver a map and list of the homes in Yorkville. As the homes are picked up the RFID tag in the totes signal to the computer that the home was picked up. They also verify any additional information by taking pictures to document the activity. The following page shows how our dispatcher and supervisor can monitor the activity to ensure all homes have been serviced. The United City of Yorkville can also log on to the system to see any notes that were added during service.

Collection vehicles are equipped with strobe and optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.



Cost Proposal

May 1, 2017 to April 30, 2018

33 Gallon tote: \$18.56
65 Gallon tote: \$19.42
96 Gallon tote: \$20.56

May 1, 2018 to April 30, 2019

33 Gallon tote: \$19.56
65 Gallon tote: \$20.42
96 Gallon tote: \$21.56

May 1, 2019 to April 30, 2020

33 Gallon tote: \$20.56
65 Gallon tote: \$21.42
96 Gallon tote: \$22.56

May 1, 2020 to April 30, 2021

33 Gallon tote: \$21.56
65 Gallon tote: \$22.42
96 Gallon tote: \$23.56

May 1, 2021 to April 30, 2022

33 Gallon tote: \$22.56
65 Gallon tote: \$23.24
96 Gallon tote: \$24.56

Extra cart rental monthly fee

\$4.50 per cart

REQUEST FOR PROPOSAL

Name of Proposing Company: Environmental Recycling and Disposal Inc.

Project Name: Yorkville Solid Waste Collection Services
Proposal Due: November 3, 2016 @ 10:00am
Proposal Opening: November 3, 2016 @ 10:01am

Required of All Proposers:

Deposit: \$5,000.00 deposit
Letter of Capability of Acquiring
Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Required

Legal Advertisement published: October , 2016
Date Issued: October 3, 2016
This document consists of 46 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc/flash drive** with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Adobe Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON
CITY ADMINISTRATOR
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560
PHONE: 630-553-4350
www.yorkville.il.us

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to Wednesday, November 3, 2016 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Wednesday, November 3, 2016 at 10:01am.
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville by Tuesday, October 25 at 10:00am. All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

5. DELIVERY

- 5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

6. TAX EXEMPTION

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

- 7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. MUNICIPAL ORDINANCES

- 8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

9 USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

- 12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Notes the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Proposer's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when

necessary to fulfill its obligations thereunder.

- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual

notice of such conviction.

- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a</i>

Per Project Basis)

Commercial Automobile Liability	\$1,000,000	Each Accident
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Umbrella Liability	\$ 5,000,000
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- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance

requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

- 17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

- 18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

- 19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

- 20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

- 22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due

to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

23. BILLING & PAYMENT PROCEDURES

- 23.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY

- 24.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26. GOVERNING LAW

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

- 28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

- 29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

- 30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

- 31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

- 32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

- 33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them

in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of refuse collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied,

bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles

not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to

neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard-waste").

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor's name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.

34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.

34.3 Bulk items as herein defined, are considered subject to collection by the

CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

- 34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

- 35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

- 35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

- 36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 37.1 Toter or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

- 37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

- 37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of

Alternatives and Deviations, for listing proposed deviations.

- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs
 - As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed

for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the

Contractor prior to its use.

- 43.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

44. ELECTRONIC WASTE MANAGEMENT

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

45. CURBSIDE COMPOSTING PROGRAM

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 45.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 45.4 Yard waste may also be co-mingled in with the organic compost material.
- 45.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the

collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47. COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

48. STICKER DESIGN AND DISTRIBUTION

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.
- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

49. [Section purposefully omitted]

50. BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the respective municipality. The City shall provide the contractor with the number of

occupied UNITS within the municipality on a monthly basis.

51. MONTHLY REPORTING

51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:

51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

52. CONSUMER EDUCATION

52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

53. TITLE TO WASTES

- 53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

- 53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

- 54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

- 55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City) for refuse and recycling collection during the City's annual Hometown Days, 4th of July Parade and celebration in the park, and other City managed special events.. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.
- 56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City designee. The

Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

- 56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

57. HOLIDAYS

- 57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

- 58.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

- 59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

60. REPLACEMENT DAMAGE

- 60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by

the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

- 61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

- 62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

63. ACCIDENT PREVENTION

- 63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

- 69.1 The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

- 70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

- 71.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on May 1, 2017 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2022. Upon request, the City may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on April 30, 2023. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

72. STICKER REFUND

- 72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

73. PERFORMANCE BOND

- 73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

74. EMERGENCIES

- 74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

- 75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

76. TAXES, LICENSES & PERMITS

- 76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

- 77.1 If the Contractor fails to observe the established schedule for more than two (2)

consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

78. STRIKES/FORCE MAJEURE

78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: I Corp d/b/a Environmental Recycling and Disposal

ADDRESS: 8337 w 138th place

CITY: Orland Park

STATE: Illinois ZIP: 60462

PHONE: 815-725-4555

FAX: 815-725-5235

TAX ID #(TIN): 36-4187064

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Environmental Recycling & Disposal Inc.

ADDRESS: PO Box 675

CITY: Orland Park

STATE: Illinois ZIP: 60462

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|-----------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | • Medical |
| •Partnership | •Charitable/Nonprofit | • <u>Incorporated</u> |
| •Other (Please describe) _____ | | |

SIGNATURE: 

DATE: 11-3-2016

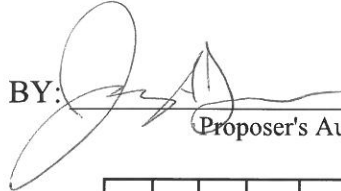
PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Solid Waste Collection RFP, proposer Environmental Recycling & Disposal hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

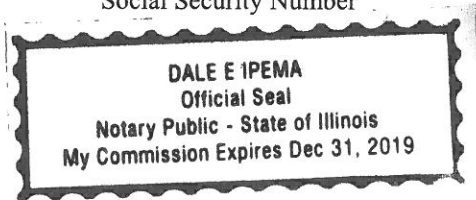
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.


BY:  Jay Ipema
Proposer's Authorized Agent

3 6 - 4 1 8 7 0 6 4

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 3rd day of November, 2016


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois _____, which operates under the Legal name of Environmental Recycling & Disposal, and the full names of its Officers are as follows:

President: Donald R. Ipema

Secretary: Dale E. Ipema

Treasurer: Dale E. Ipema

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

N/A

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name Pioneer Specialty

Agent Bob Vos, Horton Insurance Agency

Street Address 10320 Orland Pkwy

City, State, Zip Code Orland Park, IL 60462

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Environmental Recycling + Disposal

Print Name and Title of Authorizing Signature: Jay Ipema, Vice President

Signature: 

Date: 11-3-2016

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

APPENDIX 2

REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

☐

☐

☐

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

**APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED**

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program
See Attached list			

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Joliet Transfer Station	2850 Mound Rd. Joliet, IL 60436	Accepts Municipal Solid Waste

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Resource Management	9999 Andersen Avenue Chicago Ridge, IL 60415	Accepts all recyclable Material

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2970 Rt. 52, Sheridan, IL 60551	Accept yard waste

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
Recycle it of Chicago	936 Moen Ave. Rockdale, IL 60436 +	Accepts all E-Waste Products

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
Compost Supply	2970 Rt. 52, Sheridan, IL 60551	Accepts all vegetative organics

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Environmental Recycling & Disposal

Business Address: Mailing Address: PO Box 675 Orland Park, IL 60462

Business Number: 815-725-4555

Emergency Number: 708-906-2672

Fax Number: 815-725-5235

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
Donald R Ipema	President	Orland Park, IL	708-226-0000

United City of Yorkville

Jay Ipema Vice President Tinley Park, IL 708-906-2672

Dale Ipema Secretary/Treasure Palos Hieghts, IL 708-226-0000

Days of Operation: 5 days a week Monday - Friday

Business Hours: 8 am to 4 pm

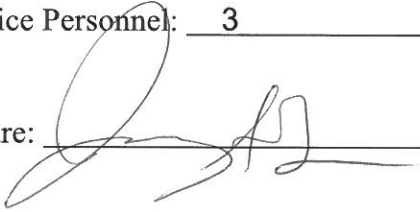
Number of Employees:

Supervisors: 3

Drivers: 18

Office Personnel: 3

Signature:



Date:

11-3-2016

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

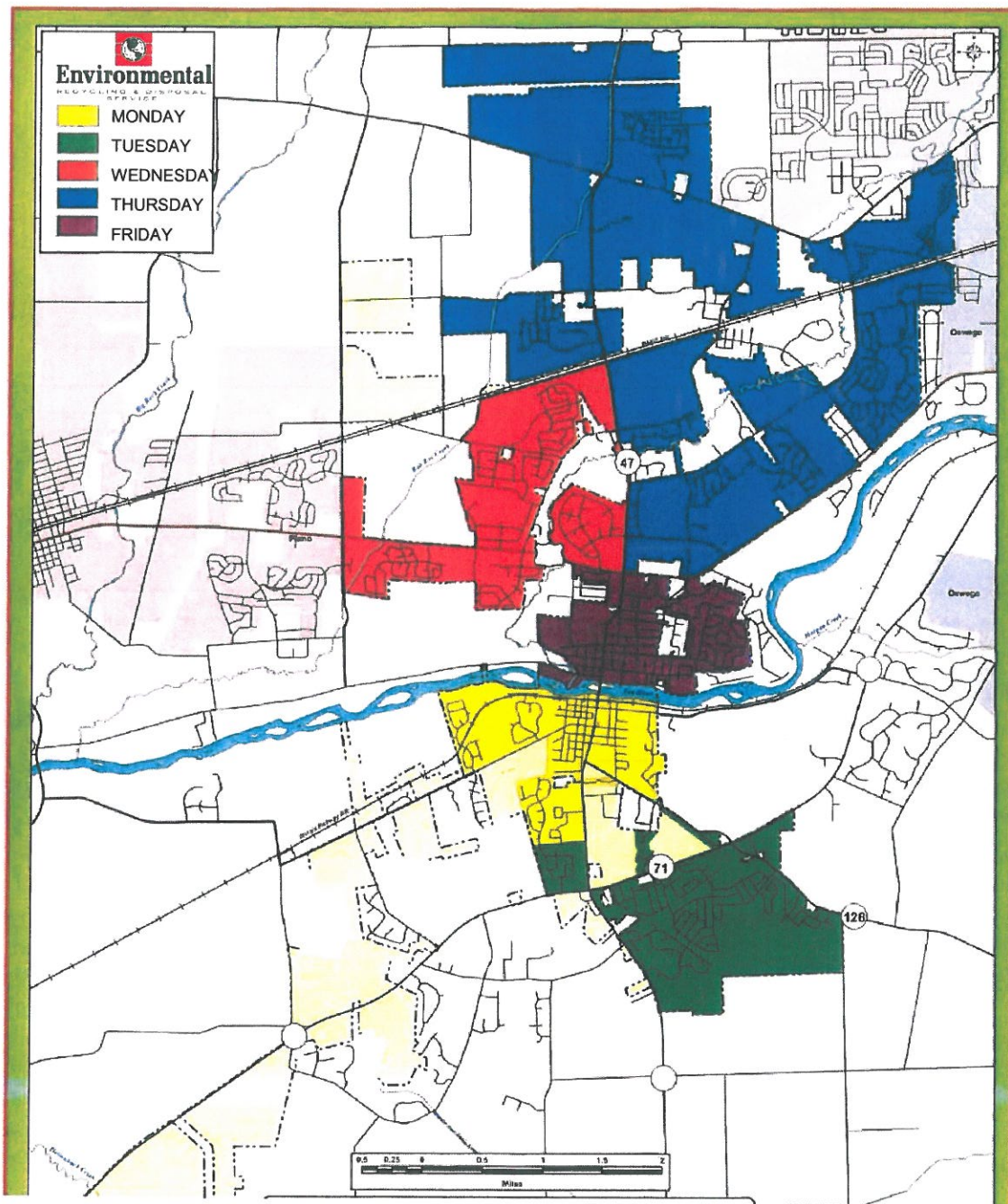
Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
<u>Yak Shack</u> <u>131 E Hydraulic</u>	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
<u>Ice Cream Shop</u> <u>301 E. Hydraulic</u>	Refuse Recycling	1 – 2 yd 2 – 96 gallon toters	1x/wk 1x/wk
<u>Bridge Park</u> <u>3651 Kennedy Road</u>	Refuse Recycling	1 – 2yd 10 – 96 gallon toters	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the life of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

Plan Description	May 1, 2017 to April 30, 2018		May 1, 2018 to April 30, 2019		May 1, 2019 to April 30, 2020		May 1, 2020 to April 30, 2021		May 1, 2021 to April 30, 2022	
	33 gal. tote:		33 gal. tote:		33 gal. tote:		33 gal. tote:		33 gal. tote:	
Yorkville	65 gal. tote:	\$18.56	65 gal. tote:	\$19.56	65 gal. tote:	\$20.56	65 gal. tote:	\$21.56	65 gal. tote:	\$20.56
	96 gal. tote:	\$19.42	96 gal. tote:	\$20.42	96 gal. tote:	\$21.42	96 gal. tote:	\$22.42	96 gal. tote:	\$23.24
		\$20.56		\$21.56		\$22.56		\$23.56		\$24.56

Service days will remain the same as currently serviced



References

Village of Rockdale

79 W Moen Aveune
Rockdale, IL 60436
Village Hall (815) 725-8937
clerk@rockdaleillinois.com

Village President: Sam Wyke
Village Clerk: Robert Jourtas

Weekly Waste and Recycling services of 850 homes.
Contracted since April 2014

Joliet Public School District # 84

420 N Raynor Avenue
524 Munroe Street
Joliet, IL 60436

Manager of Building Support Services: Anna White

Five day a week refuse service at 23 locations throughout the City of Joliet.
Contracted three (3) consecutive three (3) year contracts since 2009.

SAMUEL WYKE, PRESIDENT

Village of Rockdale

ROCKDALE, JOLIET, ILLINOIS 60436

ROBERT JOUTRAS
CLERK

MIKE STIFF
ATTORNEY

STEVEN LUCAS
TREASURER

TRUSTEES
MATT COOLING
ROBERT SCHEIDT
EUGENE LORENC
MIKE BARNES
MARK PIRC
FRED STADLER

November 01, 2016

Mr. Jay Ipema
Environmental Recycling & Disposal Service
2277 Moen Avenue
Rockdale, Illinois 60436

Re: Village Refuse Service

Dear Mr. Ipema

I want to express the Village of Rockdale's appreciation for the outstanding service provided by you and your company over the last three years. Our residents have been extremely pleased with your service and efforts to make our transition to your company flawless. Your office staff and drivers have been very helpful and courteous.

On behalf of the Village of Rockdale I would like to thank you for the waste and recycling service you provide to our Village. We would gladly recommend Environmental Recycling and Disposal Service to any other municipality for their refuse disposal needs.

If any potential customers would like to contact me they may do so at 815 725-8937.

Sincerely,



Sam Wyke
Village President



ICORPIN-01 KRISBRADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group, Inc. 0320 Orland Parkway Orland Park, IL 60467	CONTACT NAME: PHONE (A/C, No, Ext): (708) 845-3000 FAX (A/C, No): (708) 845-3001 E-MAIL ADDRESS: kris.brady@thehortongroup.com																					
INSURED I Corp Inc. DBA Environmental Recycling & Disposal Recycling & Disposal Po Box 675 Orland Park, IL 60462	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Pioneer Specialty Ins. Company</td><td>40312</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pioneer Specialty Ins. Company	40312	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Pioneer Specialty Ins. Company	40312																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP111616403	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP111396504	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
1	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			UMB101894503	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCV101490902	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
1	Cargo			CPP111616703	06/01/2016	06/01/2017	Limit 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kris Brady

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United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Solid Waste, Recycling, and Yard Waste Services

**Certification of Compliance Regarding
Sexual Harassment Policy**

To: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Environmental Recycling and Disposal (Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that Environmental Recycling and Disposal has a written sexual harassment policy that includes at a minimum, the following information: (i) the illegality of sexual harassment: (ii) the definition of sexual harassment under state law: (iii) a description of sexual harassment using examples: (iv) an internal complaint process including penalties: (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission: (vi) directions on how to contact the Department of Human Rights and Human Rights Commission: and (vii) protection against retaliation



Jay Ipema
Vice President
Environmental Recycling & Disposal Inc.
2277 W Moen Avenue
Rockdale, IL 60436
(815) 725-4555
www.envrd.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Solid Waste, Recycling, and Yard Waste Services

**CERTIFICATION OF COMPLIANCE WITH ILLINOIS DRUG-FREE
WORKPLACE ACT**

To: United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Environmental Recycling and Disposal (Contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 530/3) that Environmental Recycling and Disposal shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of Illinois Drug-Free Workplace Act.



Jay Ipema
Vice President
Environmental Recycling & Disposal Inc.
2277 W Moen Avenue
Rockdale, IL 60436
(815) 725-4555
www.envrd.com



24/7
REPUBLIC
SERVICES

www.republicservices.com

Section 1: Introduction



REPUBLIC
SERVICES

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Section 4: Cost Proposal
Bids Bond
Yorkville Quotation forms
Quotation deposit
Assumptions, Deviations and Exceptions



1565 Aurora Ave Lane, Aurora, IL 60505
o 630-723-2800 f 630-966-8847 republicservices.com

November 3, 2016

Mr. Bart Olson
City Administrator
City of Yorkville
800 Game Farm Road,
Yorkville, IL 60560

Dear Mr. Olson:

On behalf of Republic Services, I am pleased to submit this response to the City of Yorkville's request for quotes for the Solid Waste Collection Services.

We serve millions of residential and commercial customers in partnership with more than 2,800 municipalities. We have broad expertise in the waste management field, derived from a diverse array of hauling, transfer, recycling and disposal operations. Very few companies can equal the operational capabilities, financial stability, capital resources, extensive experience, geographic dispersion, integrated infrastructure or transfer expertise that Republic Services brings to a project.

We have put together all of the best elements our organization has to offer for Yorkville. All information submitted in support of the proposal (including that which will be submitted during negotiations) is accurate and factual. All representations made regarding our willingness to make the required performance guarantees and our concurrence with the proposed business arrangements is accurate.

As you review our proposal, you will note that our missions are aligned. We are focused on a 99.9% reliability and service commitment. Allow us to continue our unique customer experience to residents of Yorkville.

Choose Republic Services and, "We'll handle it from here."

All the best,

Tim Lintner, Municipal Services Manager
Email: tlintner@republicservices.com
Phone: (847) 378-2328

Executive Summary

Republic Services has read the RFP and understands the scope of services the United City of Yorkville has specified. We believe that our submission will not only outline our abilities to exceed your expectations but will provide the City with a new appreciation of how Republic Services is going to be more than just a typical solid waste services provider.

Republic Services will dedicate as many resources as necessary to ensure the City's residents, staff and elected officials are delighted with the choice of our organization. This includes experienced drivers, state of the art equipment and a local customer service management team.

Everything we do is for our customers. There is no more important relationship in our business. That is why we promise an assurance of mind for Yorkville. It provides a way for residents to pay for services with a touch of a button on a smart phone. It is flexible to the various and individual needs of the residents we both serve.

By working closely with the City of Yorkville; by being more than just a service provider, by being your partner, we are living up to our brand promise, "We'll handle it from here."



Section 2: Operational Approach



Solid Waste Collection and Disposal from Residential Households:

General Service

Curbside Refuse Collection will be a modified volume based program, with once a week service. Each resident will be provided a 35, 65, or 95 gallon recycling cart and refuse cart. Additional refuse will be collected as long as it has a \$1.00 sticker attached to the bag or container. Extra bags or containers must be no larger than 34 gallons in capacity with handles not to exceed the weight limit of 50 lbs. Collection of one discarded and unwanted bulk household items for residents such as bicycles, tables, chairs and mattresses, etc. would continue to be picked up on a weekly basis as well. Republic Services drivers provide the resident with a quote, or a quote can be requested that is delivered by the Route Supervisor for a special pick-up, for those items not listed as Bulk items. Once payment arrangements have been satisfied through Customer Service the Driver returns for collection of the additional debris.



Refuse Receptacles

Refuse which is not readily storable in refuse containers shall be collected by Republic Services if it is stacked neatly alongside of the refuse containers on the regular collection day – (excluding Holiday weeks) as long as the \$1.00 sticker is attached.

White Goods

Republic Services will pick up any large domestic appliances, which include but are not limited to: refrigerators, freezers, stoves, ranges, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves and water softeners.

Construction Material

The Contractor will pick up small amounts of construction material that is in approved containers, not to exceed 34 gallons, weighing less than 50 pounds or bundled into 4-foot in length bundles not exceeding 50 pounds, and secured on both sides as long as the required \$1.00 sticker is attached to the container or bundle. This debris from the small remodeling projects cannot exceed 2 cubic yards. Any amount greater than two cubic yards will be collected based on the price quoted in the detailed cost section. Republic Services will provide the customer with an estimate for a roll off container if there is large amount of construction debris.

Christmas Tree Recycling

Republic Services will run a special truck for the pick-up and recycling of Christmas trees on the regular pick-up day during the first two full weeks of January. Christmas trees free of all ornaments, lights, tinsel and other decorations will be collected. Trees that have decorations or that are put out for disposal after this time period will be picked up with regular household trash.

Additional Service

Republic Services upon request shall provide the residents of the City with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) using Republic Services roll-off boxes for removal of such materials, but in no event shall the Republic Services be required to collect such materials for excavating and other construction contractors.

Recycling curbside collection:

Curbside Recycling Collection is in a single stream fashion requiring no sorting by the resident. 35, 65, or 95 gallon recycling carts will be provided to each resident. These carts remain the property of the contractor. Additional carts will be available based on an additional monthly fee.

The following materials are accepted in all recycle containers provided:

Newspaper, magazines, paper bags, office paper, mixed paper, colored paper, envelopes, unwanted mail, catalogs, telephone directories, soft and cover bound books, paperboard, cardboard including wet strength carrier stock) unlimited in frozen food packaging, aseptic packaging, gable-containers, glass bottles of any color, jars, aluminum cans, foil, baking dishes, steel or tin containers, empty aerosols, plastic containers including #1 (PET), #2 HDPE, #3 (V), #4 (LDPE), #5 (other) and plastic carrier straps and other material mutually agreed to by the City and Republic Services.



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(PP), #7

The recycling material collected will be directed to Resource Management's facility located in Plainfield, Illinois for processing.

Unlimited Yard Waste Collection

Yard Waste will be collected only during the designated season that begins on April 1st and ends the last collected day in November. Collection will be provided once per week on the normal collection of each week (excluding Holiday weeks).

The Contractor shall transport all yard waste materials to a yard waste composting, transfer, or land application site which meets the requirements of the specifications and provisions of all applicable laws. Households located within the City's boundaries shall be provided weekly yard waste and bundled brush collection in an unlimited amount. All yard waste must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Yard Waste bags must not exceed 34 gallon of capacity weighing up to 50 lbs. All Bundles of small brush or branches will be acceptable as long they do not exceed 4 feet in length, 2 inches in diameter, and 50 pound in weight. Residents placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited).

Amnesty Days

A Spring and Fall curbside collection of additional refuse, yard waste and bulk items will be provided on a mutually agreed upon date between the Republic Services and the City. Residents are able to place white goods and up to 4 automobile tires at the curb during the amnesty collection period. All

rims must be removed from the tires prior to collection. There shall be no additional charges to the residents for the clean up and additional bulk items that are placed at the curb during this clean-up week.

Holidays

For the purposes of the agreement, the following holidays shall be deemed official holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should any of the holidays occur on a regularly scheduled collection day, the collection for said day shall be rescheduled to the next day, (including Saturday) and following the holiday shall occur one day behind schedule until the beginning of the next full work week.

Hours and Standards of Collection

Republic Services shall not commence work before 6:00 am and shall cease collection by 6:00 pm. RSG shall furnish a sufficient number of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. Our crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

Republic Services shall return all containers at each stop to the general location at which they were found except that carts and/or bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle.

RSG shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premise, curb-and-gutter, or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. It is our understanding that we will not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked, or scattered from bags, cans, bins, or other containers through no fault of the collection crew

City Buildings Refuse and Recycling Program

Republic Services will maintain a program to collect both refuse and recyclables generated in all buildings owned or leased by the City. The location of the centrally located refuse and recyclable container(s) shall be agreed to by the City. Containers used for recycling shall exhibit a prominent recycling emblem on the exterior. The refuse and recycle collection programs shall be provided at no charge.

Solid Waste Collection, Disposal and Recycling Service for City's Special Events or Festivals:

Republic Services in cooperation with organizers of City Festivals will provide roll off containers and portable toilets for these events at no additional charge to the City. We understand the importance and will assist the City of Yorkville ensuring the cleanest park environment possible throughout the scheduled event.



Disaster Services:

Locally, Republic Services has a considerable fleet depth of over 700 units in the Chicagoland Area giving us superior abilities to respond to emergency situations that require additional collection vehicles, such as in the case of an disaster response. In the case of a larger or regional event, spare



equipment from other local divisions may not be sufficient. As in the case of Hurricane Katrina, Republic Services can quickly mobilize equipment and personnel from other collection divisions to accomplish what would seem impossible. Republic Services Employee's manage a Team called the Blue Crew that is a list of qualified Drivers and Operators across the nation that are ready to respond to any

natural disaster in a moments notice. Revitalization of disaster planning at the corporate level occurred after Hurricane Katrina. Republic Services was on site, performing cleanup work in the gulf coast region days before any governmental agency was deployed and working. There is no way to convey in words Republic Services' ability to not only disburse equipment and personnel to commence clean-up of unimaginable amounts of waste in New Orleans, but the extreme care it took of its employees and their families during this critical time such that work could progress. The Company provided housing, hot meals, grocery money, a stipend to every family so that their children could have clothing and toys, and much more. In the case of Hurricane Katrina Republic Services

raised, primarily through its own executives and employees, over \$1.5 million to sustain Republic Services families during this time of crisis. All of this would be available to City of Yorkville should a disaster strike. Republic Services is also willing to coordinate with the City of Yorkville to develop a disaster plan the City can rely on. The Company will also work with City of Yorkville community groups such that each can build clean up information into their respective business association, neighborhood, or homeowner's association emergency preparedness plans.

Proposed Schedule of Implementation

Republic Services is a known entity through its long service history and proven track record of exemplary performance and safety in communities we presently provide service to. The Company has all the personnel, systems, equipment, and infrastructure in place to allow it to continue providing the same excellent service the City has come to expect from Republic Services Waste. By utilizing Republic Services as its contractor, the City will eliminate all the risk, expense, and customer inconvenience associated with transitioning to a new contractor. Resources can then be directed toward enhancing programs, and creating even greater waste diversions from the landfill. Over the last four years Republic Services has developed a working knowledge and has come completely familiar with the City's service conditions and requirements, including:

- ❖ The City's residential customer base, current collection days and routes (collection schedule), and the resultant optimal level of efficiency and minimal service disruptions to customers when new programs are implemented or routes added.
- ❖ Container needs, including set-out requirements and special collection needs of residential customers.
- ❖ Street and traffic patterns in the City and collection time frames relative to safety-sensitive areas such as schools, community centers and parks, libraries, and business districts.

When taken in the aggregate, these elements and many more have significant value to the City and customers. There is tremendous value associated with residents' familiarity with Republic Services drivers, supervisors, and customer service procedures.

Customer Service and Performance Accountability Plan

Republic Services' local division is located at 1330 Gasket Drive in Elgin. We have over 125 employees and 80 collection vehicles servicing over 100,000 residential customers under individual household subscription service and municipal contracts. In addition we service industrial roll-off and commercial customers in City of Yorkville, as well as other parts of DuPage, Will, Kendall and Kane Counties. We provide customized non-hazardous solid waste disposal services for local, regional and national accounts. Republic Services Waste is committed to providing excellent service to all our customers. We support this commitment by investing in equipment, technology and training programs that maximize our operational excellence and ensure the safety of our customers, employees and the environment.

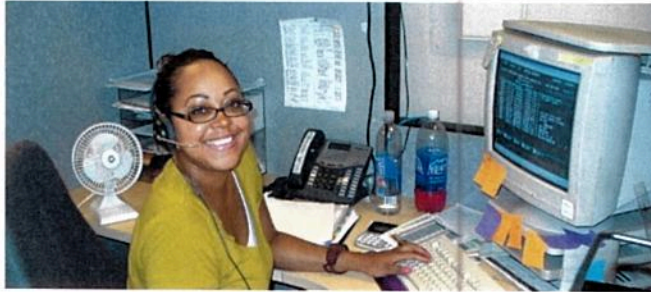
Our office is open from 7:30 am to 5:00 pm, Monday through Friday (except holidays). Saturday 8:00 am to noon.



We have a local phone number that residents with questions and concerns regarding refuse and yard waste collection can call and talk to our local Customer Service Representatives (CSRs).

Customer Service

Taking care of our customers is Republic Services' number one priority. The Company's customer-



centered service philosophy guides our business decisions. We take pride in our customer service department and the quality, efficiency and experience of our customer service representatives. Maintaining a high level of customer satisfaction is the cornerstone of our success.

Basic Customer Service Principles

Republic Services' customer services programs are based on the following five principles that guide its daily business operations and excellent service standards. These principles will also enhance the development of the customer service program within the City of Yorkville.

1) Employ the highest quality personnel.

Republic Services retains highly skilled and experienced personnel and compensates them accordingly.

2) Ensure easy and immediate access for customers and City of Yorkville Staff.

Appropriate staffing is critical to ensure easy and streamlined access to our professional staff for both City residents and staff. With a high ratio of CSRs to customers, Republic Services' customers have as much time with Republic Services' CSRs as is necessary to resolve any inquiry. Republic Services generally has more CSRs in relation to its customer base than the other major garbage service providers operating in the markets it serves. All CSRs have access to email. CSRs return City calls or emails within two hours. To expedite customer communication, customers can launch e-mail off of the website; all general email is answered within eight business hours. Additionally there is an after hours voicemail system. All after hours messages are responded to as soon as possible the following business day.

3) Ensure timely and efficient complaint resolution and follow-up.

Republic Services has detailed policies and procedures for our customer service systems and controls which facilitate expeditious complaint resolution and follow-up. Republic Services' use of appropriate methods field communication, and same-day complaint resolution goal will translate into a timely and efficient turn-around from point of contact by customer to resolution. All customer

concerns are responded to within eight business hours of receiving the customer's phone call or message.

4) The customer is always right.

Republic Services employees are taught to give the benefit of the doubt to every customer even if the facts may imply customer error. For instance, when a customer calls about a missed pick-up, Republic Services' CSR assures them that their trash will be picked up promptly and thanks them for calling. Customers will receive a friendly reminder regarding setout hours in the event that the missed pick-up was due to a late

set-out by the customer. This friendly approach generally mitigates future calls and prevents unnecessary complaints to the City of Yorkville staff.

5) Train all Republic Services employees in customer service.

To ensure a high level of quality service, every Republic Services employee—whether a driver, CSR, or manager—is trained in customer service. Employees are evaluated annually on their performance in this area. Republic Services' extensive training program includes annual training for CSR's and staff.

InfoPro – Customer Service Database Program

InfoPro is a fully integrated system exclusive to Republic Services that provides the information data base in order to operate the hauling divisions on a day-to-day basis. This system has been programmed entirely in house, with a platform of the IBM I-Series, and the programming language of RPG. The system is divided into several modules. The majority of the modules within InfoPro are driven by the information within the Customer Maintenance module. There is a high level of data flow and interaction between the different modules thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point history files are updated: charges are generated for customers, production values and trash cart / recycle cart inventory is updated, and preventative vehicle maintenance values are calculated.

The primary modules are as follows:

Customer Maintenance

This is the main customer database. Billing information, service location, container specification and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to Accounts Receivable is also available for individual bill accounts, like the multi-family units that might require multiple day service within a week. Sales management information is also stored including territory, representative, contract information, SIC, and key contacts are stored in the service location section. The customers routing and service day, disposal and billing schedule is also defined. The rate logic allows for multiple rate variations to be applied to the single container group such as; monthly rates, lift rates, volume rates, excess weight



disposal, minimum lifts, multiple additional rates and supplemental service rates to customize to the customers needs. Historical rate information is also retained. This information is driven by the hardcopy service contracts the sales representatives negotiate with the customer. Generally, a sales coordinator or customer service representative keys this information into the system. This is the only area where the information is required to be keyed in. From the customer maintenance module, information is driven to the remaining main modules within the system such as routing, dispatch, sales management, container inventory, customer service and accounts receivable. There is a separate maintenance program for residential subscription accounts, residential municipal contract accounts, commercial and industrial accounts.

Customer Service

This module is used by our CSRs to allow easy access to almost any part of the InfoPro system so that they can answer customer inquiries without forwarding calls, detaining the customer, or interrupting other staff members. Access to the customer's service history, billing history, next service date, requested services already entered, charges to be invoices, the entire customer maintenance module and accounts receivable is available. Call-in service requests are entered here and automatically forwarded to the dispatching system. System issues are entered and permanently recorded against that customer's record, which are the foundation of multiple different customer service reports.

Customer Service Day Routing

From the information keyed into customer maintenance, a routing record is created within the routing system for permanent routing. The routing system has been developed to maximize efficiency through automated grid routing. Major and minor days of service, depending on the customers service address GPS, are highlighted for ease of routing. Route maintenance is also made easy by the search capability, which is included in order to locate a service location. Transferring stops from one route to another, moving and inserting stops are all done with a few keystrokes. The route maintenance allows for standard service times, distances, weights, lifts, yards, trips, and operating hours to be entered, to produce a baseline in which the daily route may be measured against for productivity results. Creation of route sheets is flexible enough to allow for route sheets to be created for today, tomorrow, or next week if necessary. Single routes, same lines of business routes, or all routes may be created independent of one another and printed independently. Route sheets may be created and sent to any other printer within region which is helpful during local storm issues or power outages, to print the routes at another division and hand deliver them to the location experiencing the power problems. Creating and printing routes is solely independent of one another.

Residential Dispatch Process

The dispatch module allows for the real time daily dispatching of permanent routes, and container, cart, or bin delivery routes to take place. After a route is created within routing, the dispatcher can access this route to proceed with that day's dispatching activities. The same capability of transferring, moving and inserting stops exists here as in the route maintenance. Within dispatch, stops can be

flagged as no service or blocked, additional lifts added for a stop, call-ins added to a route, or supplemental services can be flagged as well. Once entered, this information for regular lifts, additional lifts, supplemental services, blocks and no service is automatically sent to the billing system for accurate billing. Multiple system edits are in place to ensure that correct service times and weights are keyed in by dispatchers, in order to produce accurate invoicing. These values are also the basis of several of the productivity reports and vehicle maintenance reports on the system. All landfill weights and times keyed into dispatch are automatically moved to the disposal production reports and to the disposal reconciliation area. All vehicle times and mileages entered into dispatch, flow to the vehicle maintenance module to be used to automatically decrease the number of hours for preventative maintenance. Dispatch information is easily accessible by the customer service function to allow for real time information.

Route Modeling Program

The route model allows for a re-route to be done on any scale within a model without affecting the production routes. Re-routing of one, several or all routes can be performed using the model. Moving, transferring, splitting, inserting, and grid maintenance can all be accomplished within the model. Any route activity that occurs within the production system will be mirrored within the model. Once the routes within the model have been modified in order to meet the requirements, they can be moved back into the production area with no inconvenience to the route supervisors, dispatchers or operators.

Vehicle Scheduled and Preventative Maintenance

All pertinent information regarding vehicles are entered in this module, such as the vehicle make, model, serial number, number of axles, axle capacity, engine number, odometer reading, fuel tank



capacity, and so forth. Preventative maintenance hours are tracked and reports produced in order to ensure vehicle maintenance is done at the appropriate time on the vehicle. Work done against a vehicle is recorded and broken down into labor, parts and outside repairs. Reports can be generated in order to analyze expenses against a vehicle, work done, mechanics hours, and fuel consumed.

Production Reporting Module

This module includes:

- Residential Trash, Recycling and Yard Waste Route Analysis
- Route Downtime Reason Analysis
- Customer Service History (Compliments, Concerns, & Complaints)
- Daily Operating Summary
- Daily Fuel Usage Report
- Daily Disposal Report (Yard Waste, Trash, & Recycle tons)
- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

Divisional Management Report

This section is made up of numerous reports that aid in the overall management of the division. They include:

- Revenue Analysis by Service Period
- Revenue Analysis by General Ledger
- Customer Count Report

Customer Profitability for accounts on routes with on board computers

- Manual Invoice Report
- Service History Report
- Revenue Forecast Report
- Municipal Contract Payments Report

Container Inventory

The inventory is broken down into container type and size, number of containers ready for use. Also tracked is the number required, in repair, unusable, at a remote site, customer owned, on order, being transferred in or out to another facility, and the number currently at the customers' sites. The container inventory system is automatically updated by the dispatching system when container delivery / removal routes are updated in that system. The system inventory can be reconciled to the on yard inventory at any point in time.

Accounts Receivable

The open item Accounts Receivable system is fully integrated with InfoPro and the General Ledger. This module provides invoice tracking/aging, cash application and collection processing. Cash is received electronically from an external lockbox company and is automatically posted to customer accounts/invoices. The system provides a strong query tool to aid in customer collections in addition to monthly and ad-hoc aged trial balances. Accounts receivable invoice history is maintained for a period of twelve months. At any point in time an invoice may be reprinted at the division. Customer collection notices and interruption service takes place automatically but can be overridden by associates at the division.

Invoicing

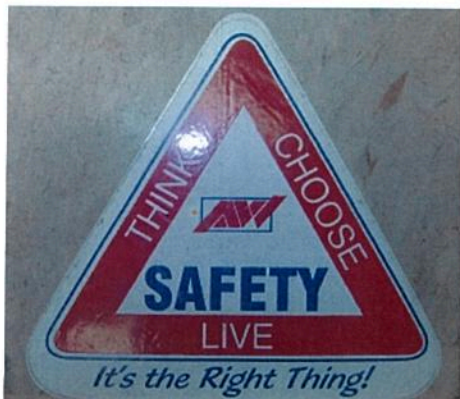
Invoice amounts for our customers are produced by the system and then transmitted to our printing service provider. Invoicing is integrated with the General Ledger and AR. On average, we generate over 2.5 million invoices per month. Invoice formats can be tailored for specific customer requirements, such as page breaks or total amounts by service location. Included in the invoicing module are features that allow

Dedicated Route Supervisor

Having someone who can arrive at the front-door or to follow-up with a customer face to face on a moments notice is the personal service Republic Services provides. Having a dedicated Route Supervisor that is in communication with Republic Services and City departments throughout the day, and has wireless access connected to our Infopro database in his supervisory vehicle is just the start. We propose Kevin Borns as the Route Supervisor to the City of Yorkville.

Other duties of the Route Supervisor include:

- In direct communication with the City representative.
- Ensures compliance with contracts and company policies through observations.
- Responsible for all drivers in both the residential and commercial sectors.
- Responsible for sending weekly reports to his municipalities on closed accounts, multifamily account reports, commercial account closures as well a frequency of issues and recovery.
- Responsible for the completion of routes in a safe and productive work environment within the communities in which he serves.
- Responsible for safe and efficient routing and completion of all routes within the scope of the contract and the policies of the company.
- Tracks all D.Q.F files
- Prepares, reviews, and submits all compliance reports.
- Acts as a liaison to all local agencies.
- Ensure that all customer requests are answered within a timely manner.
- Works closely with local code enforcement agencies to ensure that all codes are met by the customer as well as the company.
- Conducts all initial safety and O.S.H.A training required by the company and state and local law enforcement entities.
- Reviews all new customer information that relates to routing.
- Ensures that all drivers in his geographical area are compliant with D.O.T and company standards.
- Ensures that all special events: I.E recycle events, yard waste events and curbside clean ups are completed within the scope of the contracts.
- Is active in the community with promotion of reduce, reuse, and recycle, as well as composting.
- Has donated time to participate in community events and parade activities.



Additional Data and Other Information

Safety is one of Republic Services' highest priorities. The Company has created a tremendous safety culture with supporting infrastructure, where employees are trained to think, choose, and live from a strict context of safety. Safety is



Republic Services' portal for the achievement of exceptional customer service, and is viewed as the responsibility of all Republic Services employees. The Company takes every imaginable step to ensure safety in its administrative offices, in its operations yards, on its collection routes, and at its transfer/recycling facilities. Republic Services' excellent safety track record is achieved by the clear system of safety checks and balances the Company employs, safety policies and procedures, and sound decision-making used when hiring, combined with the active retention of the very best employees.

New employees are required to attend and pass a new employee orientation/safety training class. In this class, Company policies and standards are fully explained. These include: Republic Services' alcohol and drug-free workplace; the Smith System; DOT requirements; personal protective equipment standards; operation and care of equipment; injury and accident reporting procedures; hazardous communications procedures; spill prevention and contamination training; collection service standards; recycling and waste contamination communication procedures, service reporting and paperwork procedures.

Primary Republic Services safety initiatives include:

10-Key Safety Audit

The 10-Key Safety Audit is one of the Company's primary safety tools. It is used to measure the culture within Republic Services divisions through the thorough examination of ten key areas related to management's effectiveness in leading their team's safety attitude.

The ten key areas are:

- ❖ General Manager Safety Management Practices
- ❖ General Manager Involvement in Driver Observations
- ❖ Hiring

- ❖ Vehicle Specifications
- ❖ Hours of Service
- ❖ Preventive Maintenance
 - ❖ Employee Recognition and Discipline
 - ❖ Republic Services Standards and Policies
 - ❖ Claims Management
 - ❖ Safe Actions of Excellence- Handbook

Under each of the above key areas, there are sub-topics that drill down to the core of the safety culture. Audits are performed by Republic Services' Area Safety staff, and takes over a week to complete. The process includes: employee interviews and observations; record and program reviews;



equipment and facility inspections; and process reviews with the leadership team. Upon completion of the audit a closing conference is conducted with the local leadership team as well as regional and corporate safety personnel. The leadership team receives a verbal and written report on each and every item listed, along with recommendations and action items for future growth. The final report is made available to Republic Services Waste leadership at all levels through an on-line reporting system.

School Safety Program

This is an educational safety curriculum for schools. It is the Company's goal to ensure children understand the hazards surrounding large trucks to create enhanced safety for them. This program includes activities, DVD video, sing-a-long music video, posters, comic books, and coloring books. High visibility safety vests are supplied to school cross guards. Materials are currently available in English and Spanish.

Weekly Safety Conference Call: Safety topics including local safety-related experiences are discussed for learning purposes.

Daily Route Observations: Field supervisors ensure services are delivered in a safe manner.

Monthly Safety Alerts: Republic Services' area and corporate headquarters safety departments send out alerts on various safety topics and safety related experience across the country that to bring awareness and education to Republic Services employees.

Weekly Safety Tool Box Talks: Republic Services has a tremendous on-line safety program for managers to access. One of the outstanding features of this resource is its comprehensive list of topics for weekly safety meetings. For each of the dozens of topics listed is a detailed initiative to guide the presentation of the topic to workers.

Not on My Watch: This is a training video conveying Republic Services' employee charge to take personal ownership in safety.

Focus-Six Program: This innovative program is designed to bring Republic Services driver attention to the six types of accidents that cause the greatest human tragedy and most disruption to operations. These six categories are:

- ❖ Intersections
- ❖ Employees
- ❖ Rear Collisions
- ❖ Rollovers
- ❖ Pedestrians
- ❖ Backing

Also included are DVDs, posters and discussion points for training.

Dedicated to Safety: Employee Safety Award Program:

This is a safety incentive program designed to motivate employees to achieve greater levels of safety through monthly and annual awards. This program has proven effective in keeping employees



focused on safety and reducing accidents. Employees enrolled in the program receive vouchers each month in which they have not had one of the following: a preventable accident; a lost-time injury; or a safety related corrective action. Voucher values range from \$25 to \$75 or more. These can then be redeemed on-line for merchandise that can be used for themselves or as gifts for family or friends. Republic Services has had employees redeem vouchers for refrigerators for their homes, television sets, sports equipment, and even jewelry for their spouses. This program generates excitement among employees and encourages them to take the extra time to make the best decision: one that will allow them to complete their day, month, and even career, accident and injury free.

Additional Requirements for Republic Services Drivers



Driver Appearance, Compliance with All Applicable Rules, Regulations, and Policies:

Republic Services drivers will wear identification and a clean uniform each day. Drivers will at all times have on their person a valid State of Illinois Commercial Driver's License and current medical card issued by Tyler Medical Services or other physician as assigned by the Company. Medical cards are good for two years and dictate that drivers must have passed a physical examination to obtain one. Drivers will behave responsibly and professionally, and will comply with all applicable Federal, State, and Local regulations and laws governing any and all aspects of their work for Republic Service.

Zero Tolerance Safety Guidelines:

This document lists unsafe practices that will absolutely not be tolerated at Republic Services.

An example of an unsafe practice that will not be tolerated is "Refusal or failure to use appropriate personal protective equipment." It is the Company's belief that setting expectations high and clearly stating behaviors and incidents that will trigger disciplinary action at the inception of an individual's employ with Republic Services creates the best work force possible.

Progressive Discipline Policy:

Republic Services strongly believes in developing and mentoring its employees. When the Company finds it necessary to administer corrective action, it makes every effort to correct the behavior by coaching and/or retraining the employee. Progressive discipline is used only when the behavior has not been corrected through coaching efforts.

Progressive discipline is administered as follows:

- ❖ 1st Offense: Written Warning Letter
- ❖ 2nd Offense: 2nd Written Warning Letter with Suspension
- ❖ 3rd Offense: Discharge from Employment

Employees may be immediately discharged on grounds of dishonesty; recklessness; gross negligence; misrepresentation related to sick leave; failure to report an accident or injury; gross insubordination; abuse of customers or other persons; possession of firearms; criminal conduct; violation of Republic Services' Alcohol and Drug-Free Workplace and Substance Abuse policy; and/or if the removal of an employee is demanded by a municipality or government body.

Alcohol and Drug Testing:

The Company performs alcohol and drug testing per the State Department of Transportation's testing procedures under the following circumstances:

- ❖ Pre-Employment
- ❖ Post-Accident
- ❖ Random
- ❖ Reasonable Suspicion
- ❖ Return-to-Work

Other Driver Requirements:

Republic Services drivers must also:

1. Pass a road test.
2. Attend an orientation program that includes extensive management observation and coaching of driving skills.
3. Review a copy of Republic Services' *SAFE- Safe Actions For Excellence* and *Employee* handbooks. (copy enclosed).
4. Participate in the Driver's Alert 24-Hour Vehicle Monitoring Safety Management System. Each collection vehicle is identified with the Driver's Alert telephone number, where concerns and compliments can be registered and forwarded to the appropriate Republic Services Division. Individual

Divisions have 24 hours in which to respond to negative remarks and observations.

5. Receive bi-annual training in the National Safety Council's Defensive Driving Course for the Professional Truck Driver.
6. Attend required monthly safety meetings.
7. Attend monthly tailgate meetings to receive defensive driving/space cushion instruction developed by the Smith System®, for which Republic Services has purchased the rights to use.

Additionally, Republic Services of Aurora has created a continuous improvement model for its collection personnel, under which each month a monthly incident/accident report is run and used to identify and root out any/all issues that compromise safety and/or the provision of exceptional customer service.

Routing for a Safe Work Day:

Republic Services' thorough routing approach enhances worker/public safety, creates efficiency, and reduces carbon inventories and street wear and tear. There are two components to routing: mapping and data confirmation, and route balancing.

1) Mapping and Data Checking

Republic Services uses a software program called *Route Editor* in tandem with its customer database. To expand services City-wide in City of Yorkville, routes will be rechecked during normal collection hours on assigned collection days to ensure efficient, balanced, safe routes. First, the following information will be verified:

- ✓ Number of service units per route
- ✓ Number of garbage carts set out per route (participation)
- ✓ Cart size/corresponding service address
- ✓ Number of carts in need of repair or replacement/corresponding service address

2) Route Balancing and Finalization

Route supervisors drive routes and document travel paths. All routes are mapped out so that during vacations or driver call-ins the replacement driver runs the route in the exact same way maximizing customer satisfaction, by keeping similar collection schedules for each customer throughout the day, and minimizing the concerns for efficiency or hazards by identifying them on a clearly routed map for the driver. An example of a Route Map is attached. Routes are timed based on productivity estimates provided by truck (and automated arm) manufacturers. To increase safety and efficiency, managers will specify right hand turns in as many cases as possible. Special notice and treatment will be given to areas where children are frequently

present: schools, playgrounds, parks, community centers, and libraries. Finally, routes will be balanced to ensure that tons collected are equalized between them. When all productivity assumptions and driver activities are factored in hours worked are also equalized between drivers to the greatest possible extent.



Commercial/multi-family route balancing is more effort intensive and complex due to service frequencies beyond one collection per week and the preferences of business managers. Commercial/MFD routing also considers timing factors such as vehicular traffic, blocked or challenging container access, and noise considerations relative to residential dwellings in close proximity. To achieve route balance for these customers, lifts per day are grouped by geographic area.

At Republic Services, route balancing and refining is a dynamic process. Routes undergo continuous evaluation to ensure public safety, carbon inventories reduction, and high efficiency. Each time Republic Services proposes a significant route change, the City of Yorkville will receive notification along with its request for the change and accompanying route map(s). Routes will then be mapped and turned over to the City for review and approval. Republic Services understands that it will provide service to any new City facilities that may come on-line during the term of this agreement.

Driver Service Management:

This is an audited performance management program. The purpose of the program is to provide a formal process that allows Republic Services driver's to have a voice with respect to their route, workday, and work environment, and facilitate a rigorous focus on daily collection operations performance to increase productivity, driver accountability, and safety.

Program components include:

- ❖ One-on-one driver/supervisor interface twice daily.
- ❖ Drivers have pre- and post-route briefings with their supervisors every day to quickly ascertain and remedy existing and potential route programs/issues.
- ❖ Regional & Area Staff auditing.

Republic Services has a regional auditor who visits each collection division on a regular basis that utilizes the program. The auditor's focus is to ensure that management is following up on utilizing

driver feedback to improve collection operations as is intended by the program, and that productivity and reliability of service delivery is exceptional.

Daily Driver/Supervisor Interface:

Each day, drivers complete pre- and post-trip paperwork that they review with their supervisor. Pre-route paperwork includes checks to ensure drivers have completed their pre-trip vehicle inspection, that they have/are wearing all required personal protective equipment, and that they understand their route paperwork. Post-route checks include ensuring that route paperwork is complete, that Company equipment is turned in, and that vehicle post-trip reports are complete. When reviewing route paperwork with drivers, the route supervisor asks about missed collections, overages, and not-outs, as well as details about any unusual situations, such as reoccurring overages at a particular address or low-hanging wires. If an unusual situation was encountered during the day, the appropriate personnel are assigned to follow-up on the problem until it is resolved. Information relative to the matter is logged into the system and managed in a continuous manner through to resolution. All problems **MUST** be permanently resolved within seven days under this program. Any/all incidents that occur on the route are reviewed with the supervisor before the driver can clock out.

Maintenance and Support Facilities

Collection, support vehicles and containers will be maintained at Republic Services' operations base in Aurora. The Company's comprehensive preventative maintenance program complies with, and in some cases, exceeds all federal, state and local regulatory standards and manufacturer specifications. Republic Services is committed to maintaining its fleet in a fuel efficient and environmentally conscious manner. While the State requires annual inspections of the fleet, we invite a 3rd party in to our facility **twice** annually to ensure our fleet remains compliant with D.O.T. standards.

Republic Services' Aurora facility consists of a nine vehicle maintenance bay shop and one container repair bay. Nine mechanics, one helper, and one welder staff those bays across two shifts to ensure that all proper maintenance and repair is completed in an efficient and safe manner. The staffing is structured such that there is one mechanic per seven routes which allows each member of the maintenance team to stay focused on excellence, quality and safety. One dedicated Maintenance Administrative Assistant and a dedicated Manager of Maintenance round out the team. The team also works hand-in-hand with the in-house, OSHA certified safety professional on site.

Republic Services' commitment to the environment is as ironclad as it is to the communities it serves. Republic Services' recycling program is as robust in the maintenance shop as it is in its communities. Republic Services prides itself on achieving a level of excellence that strives to minimize waste being generated out of its own facility.

Everything that can be recycled is recycled, to include:

- Motor Oil
- Hydraulic Oil
- Antifreeze



- Oil Filters
- Transmission Filters
- Fuel Filters
- Tires
- All Metal Parts
- Batteries
- Brakes
- Fluorescent Bulbs
- Office Paper

Additionally, all of Republic Services' brake and clutch material is asbestos free. Republic Services also maintains a current Industrial Stormwater Permit along with a current Stormwater Runoff Plan and employs a third party contractor who specializes in environmental management to ensure that the Company stays in full compliance with all applicable regulations, including quarterly sampling.

In addition to monitoring stormwater runoff, Republic Services also maintains a current Spill Prevention Control and Countermeasures (SPCC) plan. All employees are trained in how to respond to a spill and training is conducted annually at minimum. All trucks, including support vehicles, carry spill kits. There are also spill kits located at the fuel island and in the shop to take care of any spill that may occur.

Republic Services' bulk oil and diesel tanks are double walled, drums are kept in secondary containment, spills are cleaned up immediately and Republic Services maintains strong relationships with third party contractors to assist in the unforeseen event of a large spill. The diesel tank has an emergency shutoff switch; auto fill levers are disabled and the entire fleet is refueled each night via a wet line service which significantly reduces the chances of a spill.

Vehicle Inspection Reports:

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned CDL driver and includes both a pre-trip inspection and post-trip inspection. Drivers check fluid levels, lights, tires and other safety related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route.

Furthermore, each vehicle undergoes a thorough and comprehensive preventative maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to; tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, road tested and general overall equipment operation. The vehicle is thoroughly lubricated and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled

to be completed at the next service. PMI's are set at different levels, ranging from PMI-A to PMI-E. Each level is more intense of an inspection and/or required different fluid levels changed e.g., oil, hydraulic, coolant, differential, etc.

Container – Cart – Recycle Bin Operations and Maintenance:

In addition to the collection carts currently in service the Company will maintain a sufficient cart inventory during the term of the contract for replacements or exchanges should Republic Services Waste be the selected vendor for the curbside recycle cart or recycle bin collection program.

Whenever a cart is delivered to a customer, regardless of the situation, it will be clean and in excellent working condition. Whenever a broken cart can be repaired it will be, such that it can be returned to inventory.

Republic Services will repair at least the following broken parts: hinged lids, wheels, lift bars, and axles. It is the Company's experience that these items are the most common cart failures.

Therefore, the Company will keep an adequate inventory of lids, wheels, and axles on hand at all times. When a repair can be made on route, it will be. If the repair is extensive or the cart is in overall poor condition, another cart will be assigned to the customer and the old cart brought back either for repairs or recycling.

Commercial containers and roll-off boxes that need steam cleaning or painting are placed on rotation to receive the attention they need. All Republic Services containers used to service the City of Yorkville will be maintained such that they are generally clean, presentable to the public, and completely functional. Locks for the commercial containers will be available upon request.



Section 3: Republic Services Qualifications





Better, together.

When great communities partner with Republic Services, brighter neighborhoods are just the beginning.



We'll handle it from here.™

One provider for all of your community's recycling and waste needs.

Services for your community



Solid Waste



Landscape Debris



All-in-One Recycling



Sharps & Needle Disposal



Electronics Recycling



Bulk Waste



Dumpster Rental



Medical Waste



Special Waste



And More



Universal Recycling

What's your vision for the future? Greater residential involvement? A more sustainable environment?

When Republic Services partners with your community, we build close relationships so we can identify opportunities, develop measurable goals and help create better communities, together. As true partners you can count on reliable service proven every day.



99%
pickup rate¹
proven every day

Partnering with you and your community

With our nationwide presence, vast resources, and a dedicated expert team, we are ready to advise on and implement your vision.

Identify and work toward sustainability goals.
Optimize recycling and waste streams.

Maximize diversion opportunities.
And much more.

1. Based on 2014 data for all U.S. markets.



When the day ends, some of our best work begins.

We believe a good partner is an active member of the community. That's why we regularly donate our time and expertise to help local charities nationwide.

Read about our community impact stories at RepublicServices.com/Communities



\$2 million

donated annually to local charities nationwide





Leading the industry in safety

All Republic Services drivers receive annual defensive driver training and certification. We've earned Driver of the Year top honors 13 out of 15 times since 2010² – an award reserved for only the best and safest drivers in the industry. Because we're not just committed to keeping communities safe, we're leading the way.



42%

Driver safety performance
vs. the industry

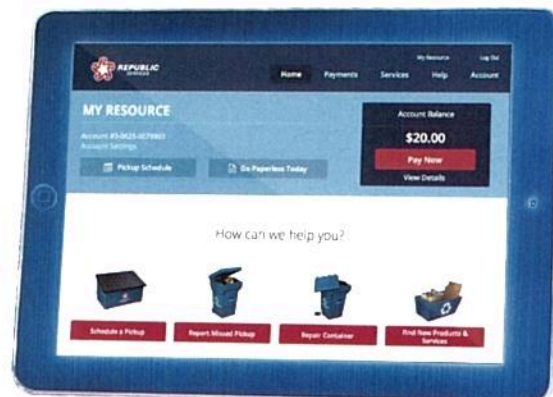
Go paperless & make a difference

Reduce your footprint and expenses with paperless billing through MyResource. Less printing, mailing and processing saves your city money while helping keep our environment healthy.

Easy online management

We make it easy by giving you one place to manage all your recycling and waste services. Our online account management tool, My Resource, is a convenient way for your residents to:

- Sign up for pickup reminders
- Check on real-time service delays
- Request additional services
- And more





We're building better communities, together.

Republic Services works with more than 14 million customers and over 2,700 communities across the nation.



Over 60 recycling centers collecting 5 million tons of recyclable materials annually



72 gas-to-energy projects collecting 1.4 million metric tons of methane every year



189 active solid waste landfills & 198 transfer stations committed to safe and reliable solutions for our customers



340 collection operations making us one of the nation's leading and trusted providers



2,200 Compressed Natural Gas trucks saving 18 million gallons of diesel fuel every year

Contact your Municipal Services Manager to learn more.

RepublicServices.com

©2013 Republic Services, Inc.



**REPUBLIC
SERVICES**

We'll handle it from here.™

Environmental Responsibility and Sustainability

Republic Services believes in the preservation of a Blue Planet...a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

We are guardians of our environment and have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy and helping our customers be more resourceful.

We are privileged to serve more than 14 million customers in 240 markets across the country, creating effortless experiences that support their evolving needs and hone their unique commitments to improving their communities.

By embodying the five R's on the Republic Star – Respectful, Responsible, Reliable, Resourceful and Relentless – our employees thrive in an atmosphere where safety is a key priority and each person can be a compassionate steward of our Blue Planet.

We're committed because it's more than picking up and handling our country's waste. This is a collective effort to do what's best for our communities, customers, employees and environment, without exception, without fail.

This not a fleeting cause. It is the foundation for our cause, and the very heart of who we are as we work every day to protect our Blue Planet.

OUR VALUES

Respectful

We value others and demonstrate that in everything we do.

Responsible

We do the right thing — always and every day.

Reliable

We are trustworthy and accountable.

Resourceful

We maximize our strengths to get the job done.

Relentless

We work hard and never give up.



Improving the Community

We are dedicated to supporting our customers and being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, infrastructure investments, and operating in over 240 markets at the highest standards.

Our 31,000 dedicated employees constantly stay connected with their local communities. While there are far too many local activities to name, we're proud to see our charitable efforts focused where they're most needed.



Children and family. Whether we're providing a meal to a family in need or making a child smile on Christmas morning, our employees are especially generous when it comes to opportunities to help children and families thrive. We conduct canned food drives across the nation at various times of year; donate to organizations like Goodwill; support holiday causes, like Toys for Tots and Adopt-A-Family; and take part in community activities geared toward families.

Community and Environment. Everyone wants to live in a clean, safe environment—and our employees are making that a reality in neighborhoods and wildlife areas alike. From adopting highways to community cleanups to efforts to increase recycling, we're helping to make America even more beautiful.

Health and Wellness. By donating to Susan G. Komen to increase breast cancer awareness, Banner Children's Hospital to fight kids' cancer, and participating in local blood and food drives at various offices, our employees continue to show their generosity when it comes to helping to find a cure and drive awareness for many forms of disease, disability and poverty.

Arts and Education. Through museum sponsorships, scholarship funds and recycling initiatives in K-12 schools and universities, we're committed to providing funding for arts, science and education programs. In communities across the country, we support educational and developmental programs with organizations, like the Boys & Girls Club, the YMCA, Boy Scouts of America and various arts and science museums.

Safety

Republic is dedicated to the safety of our employees, customers and the communities we serve. In fact, safety is one of our key company priorities.

Drivers work hard to be safe every day as they go out and do their jobs. In addition to serving customers and keeping the streets and community clean, they are keenly aware of their surroundings and make the choice to do the right thing – all the time, every day.

Our “Think. Choose. Live.” slogan encapsulates our everyday safety message to our employees to: Think about what you are doing, Choose the safe answer, and Live to go home to your family. Our goal is to ensure every one of our employees returns home safely each night.

It's a fact. Over the past seven years, Republic's safety performance (OSHA recordable rates) has been 42% better than the industry average. Each morning, our 15,000 drivers across the nation start their day with a safety briefing.

We're proud of our two safety incentive programs: Dedicated to Safety and Dedicated to Excellence. We recognize and reward employees for outstanding safety and customer service. For Dedicated to Safety, employees must meet all safety requirements for the year, including no preventable accidents and no safety warnings. For Dedicated to Excellence, employees must earn the Dedicated to Safety Award and meet additional criteria for customer service, attendance and other performance metrics. We believe safety and productivity go hand-in-hand. Last year, approximately 12,300 employees earned the Dedicated to Safety Award and 5,800 employees earned the Dedicated to Excellence recognition.



Financial Capability

Republic Services is America's second largest non-hazardous solid waste services company and has the most experienced management team in the industry. Headquartered in Phoenix, AZ, Republic Services provides waste collection, transfer, recycling and disposal services to millions of residential, commercial and industrial customers. Republic's team of approximately 30,000 dedicated employees is committed to delivering service that exceeds the customers' highest expectations.

The Company's 2014 Annual Report to Shareholders (Form 10-K) contains financial information about the Company and is submitted in response to the request for financial information. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements and in accordance with generally accepted accounting principles. Selected financial data can be found on pages 29 of the 2014 Annual Report.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Registered Public Accountants) – Phoenix, Arizona. Their reports, which are dated February 23, 2015, are on pages 73 and 74 of the 2014 Annual Report (Form 10-K). Three years of Form 10-K reports are included on the thumb drive that has been submitted with this proposal.

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Summary Financial Data

(in millions)

	2014	2013	2012	2011	2010
Revenue	\$8,788.3	\$8,417.2	\$8,118.3	\$8,192.9	\$8,106.6
Operating income	\$1,233.1	\$1,210.3	\$1,320.6	\$1,552.7	\$1,539.1
Net income	\$547.9	\$589.1	\$572.1	\$588.9	\$507.5
Total assets	\$20,094.0	\$19,949.2	\$19,616.9	\$19,551.5	\$19,461.9
Stockholders' equity	\$7,747.8	\$7,906.1	\$7,705.7	\$7,683.4	\$7,848.9

As of December 31, 2014 Republic Services, Inc. reported total assets of \$20,094 million.

The financial prospects for Republic Services indicate long-term stability based on the Company's assets. Republic Services has 198 transfer stations, 189 active landfills, 60 recycling facilities and 340 collection operations in 39 states and Puerto Rico. It is the Company's belief that it has the financial capabilities and sufficient working capital or access to sufficient working capital to finance and perform the required work.



Mack Truck
Vanguard Truck Center
Tower Place 200
3348 Peachtree Rd. NE. Suite 1450
Atlanta, GA 30326
Contact: Tom Ewing, President
Telephone: (404) 963-9143
Fax: (404) 963-9152

FleetPride
P.O. Box 9156
Corpus Christi, TX 78469
Contact: Mr. Steven Stockseth
(Please fax requests)
Telephone: (361) 445-3765
Fax: (361) 883-3323

Wastequip
Corporate Headquarters
1901 Roxborough Road
Suite 300
Charlotte, NC 28211
Contact: Pattie Shidler
Telephone: (800) 285-0666, ext. 241

Public Debt Rating

Rating Agency	Rating
Standard & Poor's	BBB+
Fitch Ratings	BBB
Moody's	Baa3

Republic Services, Inc. carries an "investment grade" credit rating.

Credit Information

Republic Services, Inc. of Phoenix, Arizona, is a leading provider of non-hazardous solid waste collection, transfer and disposal services.

Available Credit Lines

Total All Banks (as of 4-30-15): \$ 2.4 billion

Bank References

All inquiries for bank references must be made by fax.

Bank of America

Attn: Confirmation Department

Reference: Republic Services Inc.

Tax ID: 65-0716904

Phone: (803)832-7770

Fax (toll #): (900)733-5100

Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries

PO Box 955200

Fort Worth, TX 76155-2732

Reference: AWIN Management, Inc.

Tax ID: 76-0353318

Phone: (800)550-8509

Fax: (817)345-3795

Credit References

Heil Environmental
2030 Hamilton Place Blvd., Suite 200
Chattanooga, TN 37421
Contact: Sherri Wilson
Telephone: (423) 855-3465
Email: swilson@doveresg.com

Mansfield Oil Co.
1025 Airport Parkway, SW
Gainesville, GA 30501
Contact: Erica Johnstone,
Credit & Collections Analyst
Telephone: (678) 450-2330
Fax: (770) 532-6266



"The Baa3 senior unsecured rating recognizes Republic's national scale as the 2nd largest provider in the U.S. solid waste sector, its GDP-level growth rate characterized by modest revenue volatility and strong margins."

MOODY'S
INVESTORS SERVICE

Moody's Investors Service, March 2015

"The ratings risk profile, and solid industry."



on Republic reflect the company's "excellent" business characterized by its solidly entrenched market position profitability in the generally stable solid waste services

Standard &

Poor's Ratings Services, March 2015

FitchRatings

"RSG's ratings are supported by its consistently strong free cash flow (FCF) generation, stable operating profile, strong market position within the waste disposal business, and relatively stable credit metrics."

Fitch Ratings, March 2015

Included in this section are the cover pages from the past three years of United States Securities and Exchange Commission Form 10-K report. The three full reports, at over 100 pages each, are included on the thumb drive submitted with this proposal. Each of these 10-K forms includes a report from the federal governmental auditors indicating that our financial statements are free from material error and our control environment is effective. We have provided these documents as written references as requested in Section V.2.9 of the Request for Proposal.



UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission file number: 1-14267

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

18500 North Allied Way
Phoenix, Arizona

(Address of Principal Executive Offices)

65-0716904

(IRS Employer Identification No.)

85054

(Zip Code)

Registrant's telephone number, including area code: (480) 627-2700

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Common Stock, par value \$.01 per share

Name of Each Exchange on which Registered
The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities

Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the

Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files) Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange

Act). Yes ☐ No ☒

As of June 30, 2014, the aggregate market value of the shares of the Common Stock held by non-affiliates of the registrant was \$13.5 billion.

As of February 10, 2015, the registrant had outstanding 353,059,223 shares of Common Stock (excluding treasury shares of 61,774,399).

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relative to the 2015 Annual Meeting of Shareholders are incorporated by reference in Part III hereof.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2013

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission file number: 1-14267

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State of Incorporation)

18500 North Allied Way
Phoenix, Arizona

(Address of Principal Executive Offices)

65-0716904

(I.R.S. Employer Identification No.)

85054

(Zip Code)

Registrant's telephone number, including area code: (480) 627-2700

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on which Registered
Common Stock, par value \$0.01 per share	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities

Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the

Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files) Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange

Act). Yes ☐ No ☒

As of June 30, 2013, the aggregate market value of the shares of the Common Stock held by non-affiliates of the registrant was \$12.3 billion.

As of February 5, 2014, the registrant had outstanding 360,614,010 shares of Common Stock (excluding treasury shares of 0,594,739).

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relative to the 2014 Annual Meeting of Stockholders are incorporated by reference in Part III hereof.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2012

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission file number: 1-14267

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State of Incorporation)

18500 North Allied Way
Phoenix, Arizona

(Address of Principal Executive Offices)

65-0716904

(I.R.S. Employer Identification No.)

85054

(Zip Code)

Registrant's telephone number, including area code: (480) 627-2700

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Common Stock, par value \$.01 per share

Name of Each Exchange on which Registered
The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files) Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of June 30, 2012, the aggregate market value of the shares of the Common Stock held by non-affiliates of the registrant was \$9.7 billion.

As of February 8, 2013, the registrant had outstanding 362,596,989 shares of Common Stock (excluding treasury shares of 44,076,417).

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relative to the 2013 Annual Meeting of Stockholders are incorporated by reference in Part III hereof.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Allied Waste Services of North America, LLC d/b/a Allied Waste of Aurora / Republic Services of Aurora

1565 Aurora Ave Lane, Aurora, IL 60505

as Principal, hereinafter called the Principal,

and the Aspen American Insurance Company

of 175 Capital Boulevard, Suite 300 , Rocky Hill, CT 06067, a corporation duly organized under

the laws of the State of TX, as Surety, hereinafter called the Surety, are held and firmly bound unto

United City of Yorkville as Obligee, hereinafter called the Obligee,

in the sum of Five Thousand Dollars and 00/100 Dollars

(\$ \$5,000.00) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection Services

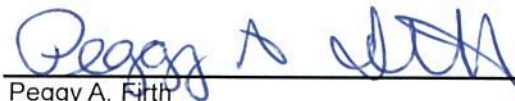
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of October, 2016



Debbie Lindstrom

Witness



Peggy A. Firth

Witness

Allied Waste Services of North America, LLC d/b/a
Allied Waste of Aurora / Republic Services of Aurora

(Seal)

Principal

By:


John Drummey, Jr. Attorney-in-Fact

Aspen American Insurance Company

By:


Timothy S. Buhite



Attorney-in-Fact

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any one of Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Simone Rae Frederick, or Brandi Heinbaugh, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:


1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this, 23 day of August, 2016 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

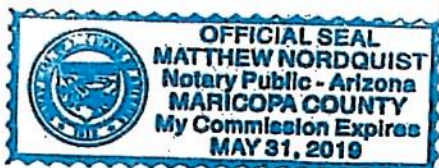
REPUBLIC SERVICES, INC.,
a Delaware Corporation


Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 23rd day of August, 2016 by Eileen B. Schuler, Assistant Secretary.




Notary Public



Surety Bond No. Bid Bond

Principal: Allied Waste Services of North America, LLC d/b/a Allied Waste of Aurora / Republic Services of Aurora
Obligee: United City of Yorkville

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Timothy S. Buhite of Wells Fargo Insurance Services, Inc. its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Mathew Raino, Vice President, Kevin Gillen, Senior Vice President and Ryan Field, Vice President,

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of June, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL.

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 24th day of June, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021



CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

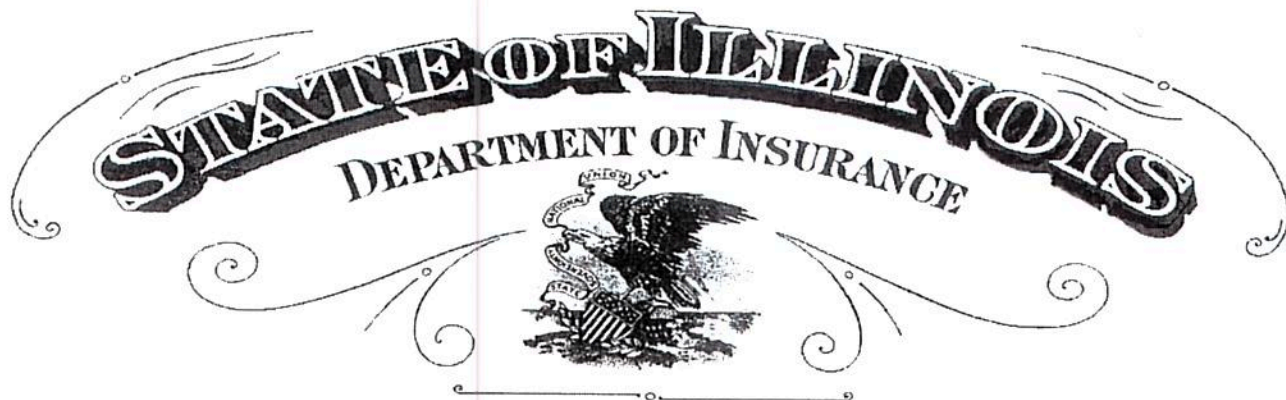
Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 28th day of October, 2016

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



WHEREAS,

Aspen American Insurance Company

located at
Dallas, Texas

has complied with all the requirements of the "*Illinois Insurance Code*" applicable to said Company:

NOW, THEREFORE, I the undersigned, Director of Insurance of the State of Illinois, do hereby authorize the said Company to transact its appropriate business as set forth under clause(s)

(b),(c),(e),(f),(g),(h),(i),(j) of Class 2
(a),(b),(c),(d),(e),(f),(g),(h) of Class 3

of Section 4 of the "*Illinois Insurance Code*" in this State in accordance with the laws thereof, until the 1st day of July, 2015.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 1st day of July, 2014.

Andrew Boron

Andrew Boron
Director of Insurance

mms

967330-51



Wells Fargo
Insurance Services USA, Inc.
CA DOI # 0D08408
999 Third Avenue
Suite 4100
Seattle, WA 98104

Tel: 206 731 1200
Fax: 206 731 1209

October 28, 2016

United City of Yorkville

800 Game Farm Road

Yorkville, IL 60560

RE: Solid Waste Collection Services

Gentlemen:

We are writing to you at the request of Allied Waste Services of North America, LLC d/b/a
Allied Waste of Aurora / Republic Services of Aurora.

This principal has or is about to submit a proposal for Bid for Solid Waste Collection Services

If a contract for this work is awarded to Allied Waste Services of North America, LLC d/b/a
Allied Waste of Aurora / Republic Services of Aurora,
Aspen American Insurance Company a surety licensed to conduct business in the State of
IL has agreed to act as surety on the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Aspen American Insurance Company

By: 

Timothy S. Buhite
Attorney-in-Fact

Surety Phone No. (206) 731-1200

Together we'll go far





Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

Surety Bond No. Letter of Intent

Principal: Allied Waste Services of North America, LLC d/b/a Allied Waste of Aurora / Republic Services of Aurora
Obligee: United City of Yorkville

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Timothy S. Buhite** of Wells Fargo Insurance Services, Inc. its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Mathew Raino, Vice President, Kevin Gillen, Senior Vice President and Ryan Field, Vice President,

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of June, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL.

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 24th day of June, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021



CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 28th day of October, 2016

By: *Kevin Gillen*

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



Aspen American Insurance Company
175 Capital Boulevard
Rocky Hill, CT 06067

**PERFORMANCE BOND
Annual Form**

Bond No. _____

KNOW ALL BY THESE PRESENTS, That we _____, as Principal, and Aspen American Insurance Company, of Texas, authorized to do business in the State of _____, as Surety, are held and firmly bound unto _____ as Oblige, in the maximum penal sum of _____ Dollars (_____), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige to perform in accordance with the terms and conditions of the _____

(hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension thereof.
2. The above referenced Contract has a term ending _____. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond _____, unless earlier nonrenewed pursuant to paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: **Aspen American Insurance Company**
175 Capital Boulevard
Rocky Hill, CT 06067

Attn: _____

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this _____ day of _____, _____.

By: _____
Principal

Aspen American Insurance Company

By: _____
, Attorney-in-Fact

Surety Phone No. _____



Wells Fargo
Insurance Services USA, Inc.
CA DOI # 0D08408
999 Third Avenue
Suite 4100
Seattle, WA 98104

Tel: 206 731 1200
Fax: 206 731 1209

**FedEx Priority Overnight
MEMORANDUM**

Tim Litner
Republic Services
1330 Gasket Drive
Elgin, IL 60120
847-841-5334

10/28/2016

Company: Allied Waste Services of North America, LLC d/b/a Allied Waste of Aurora /
Republic Services of Aurora

RE: \$1,500,000.00 – \$5,000.00 Bid Bond for United City of Yorkville


Bid Date: 11/03/2016
Aspen Bid Bond

Tim:

Please find enclosed your Bid Bond as noted above. Please forward to the Obligee along with the rest of your bid package.

Should you have any questions or need anything further regarding these items, please give me a call @ 206-731-1215.

Good Luck!


Tim Buhite
Account Executive
Surety Services

Direct: (206) 731-1215
Fax: (206) 731-1209
E-mail: timothy.s.buhite@wellsfargo.com

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is deemed privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication or the information contained herein is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.



IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Republic Services

Company Name

Date: November 3, 2016

1656 Aurora Ave, Lane,

Street Address of Company

Email Address: tlintner@republicservices .com

Aurora , IL 60505

City, State, Zip

Contact Name (Print): Tim Lintner

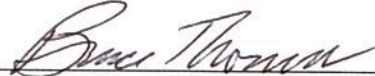
630-723-2800

Business Phone

24-Hour Telephone 847-514-7999

Fax 630-966-8847

Signature of Officer, Partner or
Sole Proprietor



Print Name & Title: Bruce Thomas, General Manager

ATTEST: If a Corporation

Signature of Corporation Secretary See Certificate of Secretary

CITY OF YORKVILLE

Authorized Signature

ATTEST:

Title

Signature of City Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
SOLID WASTE COLLECTION SERVICES
FOR THE UNITED CITY OF YORKVILLE
IN THE STATE OF ILLINOIS**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BRUCE J. THOMAS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 17th day of October, 2016.



Eileen B. Schuler, Secretary



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON NOVEMBER 08, 2004, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 27TH
day of SEPTEMBER A.D. 2016 .

Jesse White

SECRETARY OF STATE

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Allied Waste Services of North America. LCC

ADDRESS: 18500 North Allied Way_____

CITY: Phoenix

STATE: AZ ZIP: 85054

PHONE: 480-627-2700

FAX: 480-627-1919

TAX ID #(TIN): 20-1838910

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE): NAME:

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) | | |

SIGNATURE:

E: DATE:

See next page

VENDOR W-9 REQUEST FORM

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Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Allied Waste Services of North America, LLC

Tax ADDRESS: 18500 North Allied Way

CITY: Phoenix

STATE: AZ ZIP: 85054

PHONE: 480-627-2700

FAX: 480-627-1919

TAX ID #(TIN): 20-1838910

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: [Signature]

DATE: 10/15/16

PROPOSER'S CERTIFICATION *(page 1 of 3)*

With regard to Solid Waste Collection Service, proposer Republic Services hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY:

Proposer's Authorized Agent

20-1838910 -

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or

Social Security Number

Subscribed and sworn to before me
this 3rd day of November, 2016.

Beverlee K Millard

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

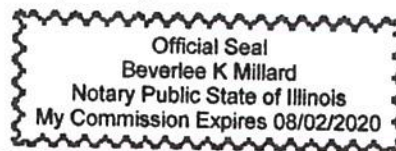
The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of Allied Waste of North America, and the full names of its Officers are as follows: President: Mark Clatt Secretary: Eileen Schuler

Treasurer: Marsha A. Lacy

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.) See Next 2 pages

(b) Partnership

Signatures and Addresses of All Members of Partnership:



Corporate Data Sheet Report

As of October 10, 2016

Allied Waste Services of North America, LLC

Formed in Delaware on 11/03/2004

Status:	Current	
Entity Type :	Limited Liability Company	
Federal ID #:	20-1838910	Internal #: C1
Domicile:		

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054
United States

Officers

	<u>Title</u>
Mark R. Clatt	President
Jamey Amick	Vice President
Brian A. Bales	Vice President
Tim M. Benter	Vice President
Kevin P. Bremer	Vice President
Gregg K. Brummer	Vice President
Nathan Cabbil	Vice President
Michael A. Caprio	Vice President
Brian M. DelGhiaccio	Vice President
W. T. Eggleston, Jr.	Vice President
Brent Goodsell	Vice President
Jevon Herman	Vice President
Jeffrey L. Kintzle	Vice President
Myndi M. Kort	Vice President
James H. Olson	Vice President
Timothy E. Stuart	Vice President
Andrew J. Sweet	Vice President
Jon Vander Ark	Vice President
Lawrence Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
Tim M. Benter	Assistant Secretary
W. T. Eggleston, Jr.	Assistant Secretary
Myndi M. Kort	Assistant Secretary
Andrew J. Sweet	Assistant Secretary
Marsha A. Lacy	Treasurer

Allied Waste Services of North America, LLC

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Browning-Ferris Industries, LLC	Delaware	100.0000 %

Registrations

		<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
California	Qualification	200502910245		01/26/2005	
Delaware	Formation	3876767		11/03/2004	
Florida	Qualification	M04000004848		11/08/2004	
Idaho	Qualification	W34370		11/08/2004	
Illinois	Qualification	0133899-4		11/08/2004	
Kentucky	Qualification	0843023		11/19/2012	
Michigan	Qualification	B9315L		11/09/2004	
Minnesota	Qualification	1106920-8		11/09/2004	
Missouri	Qualification	FL001414419		09/25/2015	
Montana	Qualification	E44666-291541		11/08/2004	
New York	Qualification	none		11/08/2004	
Ohio	Qualification	1498840		11/05/2004	
Utah	Qualification	5767493-0161		11/08/2004	
West Virginia	Qualification	71265		11/08/2004	
Wisconsin	Qualification	A 049156		11/08/2004	

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract? Sample Attached See next page

Insurer's Name Acord

Agent: Cannon Cochran Management Services, Inc

Street Address 17015 N. Scottsdale Road

City, State, Zip Code Scottsdale, AZ. 85054

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Republic Services of Aurora

Print Name and Title of Authorizing Signature: Bruce Thomas, General Manager

Signature: Bruce Thomas

Date: 11/3/16



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME:
	PHONE (A/C No.Ext): FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certifiateteam@ccmsi.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ACE American Insurance Company
	INSURER B: Indemnity Insurance Company of NA
	INSURER C: ACE Fire Underwriters
	INSURER D: Illinois Union Insurance Company
	INSURER E: Berkshire Hathaway Specialty Insurance Co
	INSURER F:

COVERAGES**CERTIFICATE NUMBER: 1019966****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27853420	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H09043585	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			47-UMO-100005-04	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48608115 - AOS WLR C48608127 - C/AMA/OR SCF C48608139 - VI WCU C48608140 - OH XS TNS C48612763 TX NS XS	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	06/30/2017 06/30/2017 06/30/2017 06/30/2017 06/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EVIDENCE ONLY

United States

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C48608115 and stop gap coverage for OH is covered under policy no. WCU C48608140, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C48612763) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

The Excess Liability policy is follow form over the General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

APPENDIX 1

GENERAL PRICE QUOTATION SHEET

Plan Description	May1 2017 to April 30, 2018	May1 2018 to April 30, 2019	May1 2019 to April 30, 2020	May1 2020 to April 30, 2021	May1 2021 to April 30, 2022
Yorkville	65 gal tote: \$20.85	65 gal tote: \$21.58	65 gal tote: \$22.34	65 gal tote: \$23.12	65 gal tote: \$23.93

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

0 _____
0 _____
0 _____

APPENDIX 3

SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
Page 22 44 Electronic Waste Management	44.1	With our third Party vendor ERI, Republic Services will offer E Waste collection , which would collected at the curb or during a weekend E Waste recycling event, both program would be billed or charged directly to the resident receiving the service
Page 22 45 Curbside Compost Program	45.1	This program would require 65 or 95 gallon carts and offered in conjunction with the Yard Waste collection program, a seasonal or monthly rate would be billed directly to household opting into the program. Copy of the acceptable material is attached.

APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary) See Attached list

Municipality	Contact Name & <u>Telephone Number</u>	Service Dates	Explanation of Collection and <u>Disposal Program</u>
See Attached			

Relevant References

Allied Waste Services of Aurora, the proposing vendor, has conducted business under the name Republic Services, Inc.

Republic Services of Aurora is owned by Republic Services, Inc.

During the preceding ten years, Republic Services, Inc. has conducted business under the following names:

- Republic Industries, Inc.
- Republic Services Group
- Republic Waste Industries, Inc.
- BFI Waste Services of Aurora / Elgin

Experience and Similar Projects

Collection Operations

The following section provides information on select solid waste collection and recycling agreements that Republic Services has throughout the United States. The Company serves more than 2,800 municipal and government customers, so this list is by no means comprehensive. It is simply a sampling of some of the municipalities we serve.

Communities Serviced by Republic Services of Elgin & Aurora:

City of Aurora - Estimated units serviced weekly - 45,820

Serviced 2000 to present

Modified Volume based program, prior to July 1, 2015 the program was strictly a volume based program.

Giovanni Santana, Administrative Assistant

One South Broadway

Aurora, IL 60505

Phone: 630-256-3770



Village of Bartlett - Estimated units services weekly - 13,410

Serviced 2005 to present

Take all program

Scott Skrycki, Assistant Village Administrator

228 S. Main Street

Bartlett, IL 60103

Phone: 630-837-0800

Village of Burlington - Estimated units serviced weekly – 150

Take all program.

Jeanne Bennett, Village Clerk

135 Water Street

Burlington, IL 60109

Phone: 847-683-2283

Village of Carpentersville – Estimated units serviced weekly 9,707

Modified volume based program.

Marc Huber- Assistant Village Manager

1200 L.W. Besinger Drive,

Carpentersville, IL 60110

Phone; 847-426-3439

Elgin Township - Estimated units serviced weekly - 1,200

Serviced from to present

Take all program.

Annette Miller, Supervisor

729 S. McLean Blvd

Elgin, IL 60123

Phone: 847-741-2045

Village of Glen Ellyn - Estimated units serviced weekly - 7,200

Modified Volume base program

Al Stonitsch, Assistant Village Manager

535 Duane Street

Glen Ellyn, IL 60137

Phone: 630-547-5205

Village of Hanover Park - Estimated units serviced weekly - 10,481

Take all program.

T.J. Moore, Director of Public Works

2121 West Lake Street

Hanover Park, IL 60133

Phone: 630-823-5701

Village of Lake in The Hills – Estimated units serviced weekly- 7,657

Take all program.

Daniel Kaup - Director of Public Works

9010 Haligus Road,

Lake In The Hills, IL 60156

847-960-7505

Village of Montgomery - Estimated units serviced weekly - 5,553

Modified volume based program.

Michael Pubentz, Director of Public Works

891 Knell Road

Montgomery, IL 60538

Phone: 630-896-1354

City of Naperville - Estimated Units serviced weekly - 39,582

Recycle carts collection as of June 1, 2014

Beth Lang, Public Works

180 Fort Hill Drive

Naperville, IL

Phone: 630-420-6699

Village of Sleepy Hollow - Estimated units serviced weekly – 1,051

Take all program

Ellen Volkening- Director of Finance

One Thoroughbred Lane,

Sleepy Hollow, IL 60118

Phone: 847-428-2266

Village of South Elgin - Estimated units serviced weekly – 6,704

Take all program with carts.

Art Skibley- Finance Director

10 N. Water Street

South Elgin, IL 60177

Phone: 847-695-2742

Village of West Dundee - Estimated units serviced weekly – 2,010

Take all program.

Joe Cavallaro, Village Manager

102 South Second Street,

West Dundee, IL 60118

Phone: 847-551-3800

APPENDIX 5 LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.) See Attached list

REFUSE

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

RECYCLING

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

YARD WASTE

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

ELECTRONIC WASTE

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

ORGANIC MATERIAL

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Republic Services of Aurora

Business Address: Mailing Address: 1565 Aurora Ave Lane

Business Number: 630-723-2800

Emergency Number: 847-514-7999 Tim LINTNER's cell #

Fax Number: 630-723-2872

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Submitted earlier in Response

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
<u>SEE attached list of personnel</u>			

Subcontractors: List of subcontractors who will be part of implementation.

Republic Services has assembled an exceptional group of professionals to assist as sub-contractors in successfully fulfilling the terms of a contract with the City of Yorkville. The following firms will be utilized:

RMC Resource Management Companies – Recycling collected in City of Yorkville will be delivered to the RMC's Material Recovery Facility to be sorted and process recyclable materials located at the facility located at 10244 Clow Creek Road, Plainfield, IL 60585.

Yard Waste collected during this contract would be delivered to Green Organics 1270 E. Beecher Road, Bristol, IL 60512

Waste Management's Transfer Station located at 1138 Linlar Drive, Elburn, IL 60119I.

Experienced Personnel

The following persons will perform key functions for the Work:

Bruce Thomas, General Manager

Mr. Thomas has 27 years of experience in the solid waste industry in sales, operations and post collection services. Mr. Thomas is the General Manager for the Republic Services - Aurora and Elgin BU, and is currently responsible for managing a business unit of 250 employees and over \$75 million in annual revenue. The business unit is contracted with over 14 Municipal Franchise agreements, a mix of residential and commercial including two of the State's largest communities: the City of Aurora (46,000 homes) and the City of Naperville, (44,000 homes). Other responsibilities include: interfaces with regional and district staff in formulating short and long-term goals consistent with the company's financial and operational objectives. Maintain company ethics and environmental, operating, regulatory, safety and accounting policies and standards. Provide guidance and direction to division managers and supervisors in budgeting. Prior to his current position he was working as the General Manager of the Melrose Park business unit. Steve has also held positions the Chicago land area district office.

Jerry Alexander, Division Controller

Mr. Alexander is responsible for the overall timeliness and quality of financial reporting and controls within the Elgin-Aurora Business Unit. Other responsibilities include partnering with the General Manager for analytical support in the marketing and strategic business development functions, optimizing the financial results of each division through monthly operating results and return on invested capital, ensuring all financial controls and reporting requirements are adequate as required by company policy and managing staff at each location to ensure all field accounting functions (e.g. AP, Payroll, Billing, Month End Close, etc.) are properly carried out accurately and timely.

Jerry joined Republic Services in 2013 as a staff accountant and was promoted to Division Controller in January of 2016. With 16 years of experience in the Accounting field, Jerry has held a variety of accounting position including Plant Accountant, Accounting Manager, Senior Accountant, and Group Controller. In addition to holding a bachelor's degree in Accounting, Jerry earned his Master's Degree from Aurora University.

Jerry and his wife reside in Aurora, Illinois where Jerry is the president of his Home Owner's Association.

Tim Lintner, Municipal Services Manager

Tim Lintner is the Municipal Marketing Manager for Republic Services for the Aurora and Elgin business unit. With 23 years' experience in the solid waste and recycling industry, Tim has work in various roles in the field organization (Sales Representative, Sales Manager, General Manager and Site Manager). Working in the Chicago land area since 1994, Tim now oversees 14 Municipal Franchise agreements. Tim resides the Northwest suburbs, with his family.

Rodney Hugley, Operations Manager

Brian Clinite is part of the Elgin Team as Operations Manager, with 16 years of experience in the solid waste industry, 14 in management. Brian brings a varied background that covers many aspects of the waste industry from route driver, risk management, safety, and operations. He began his career as a roll off dispatch with BFI in 1996 before moving into a management position in 1998. Currently manages 85 employees including 4 route managers, 79 drivers, and 2 dispatchers with the following responsibilities:

- Manages daily operations of the hauling company. Implements operating procedures and ensures "excellence driven" standards are met.
- Manages department staff, including hiring, training, performance management and safety issues/claims.
- Interacts with customers and local, state and federal government employees to resolve customer service concerns, and ensure regulatory compliance standards are met.
- Ensures maximum productivity and route management systems for commercial, roll off and residential routes and establishes productivity improvement goals where needed.
- Responsible for the adherence to operating standards, the development of supervisory goals & objectives, and the management of labor hours and disposal expenses.
- Implements and maintains an effective loss control and safety program.
- Provides coaching and counseling for staff development. Trains supervisors to interpret and understand productivity and other line of business reports.
- Works with General Manager and other department managers to ensure the long-term success of the division.
- Approves expenses and manages the budget for the operations department including approval of purchase orders and vendor pricing. Also approves the payroll of all employees under direct supervision. Oversees and supports a good working relationship between management and employees.

Kevin Brons – Operations Route Supervisor

Steve is currently an operations supervisor at Allied Elgin and is responsible for the supervision of driver crews in the Glen Ellyn, Bartlett, Carpentersville, City of Yorkville, and Hanover Park. His duties include scheduling drivers, mapping routes, safety observations, route auditing, and communication with city staff to ensure a high level of customer satisfaction in the towns, with safety as a top priority.

Kevin worked as been with Republic Services in the Chicago area since 1999, he has had many positions from driver, foreman, and dispatcher and now Residential Supervisor, where he was instrumental in the development and implementation of right-hand routing as a tool to improve both safety and customer service.

Beverlee Millard, Office Manager

Beverlee Millard has been with Republic Services for eight years. She was hired as the Office Manager and has been in that position for the past five years. Her responsibilities include overseeing all functions of the customer service department, cash application, manual billing, municipal billing and reporting, assisting the controller in month end close, A/R, approving post debit and credit adjustments, assisting in the hiring process, preparing for internal/external audits, maintaining open obligations, purchasing office supplies, maintaining the Infopro system (service charge reports, container utilization), initiating cross training between departments and maintaining union records for dues and health & welfare. She is also the onsite contact.

Bev is currently working on an AAS degree in Accounting/Business management and plans to continue pursuing her Bachelor's degree through the on line program at the University of Phoenix.

Scott Zielinski, Maintenance Manager

Scott is responsible for overseeing all aspects of maintenance operation of a fleet of over 160 trucks including all support equipment. Originally focused on re-active repairs and keeping the trucks on the road, with 25 years of experience in the trucking industry including 10 years in the waste industry. Scott has instituted a detailed preventative maintenance program to minimized downtime of vehicles and reduced overall shop costs and consistently staying under budget. Additionally, Scott has leveraged his proactive style to continue process improvements for: warranty management, budgeting, maintenance scheduling, safety & compliance management, route assessments and management reporting.

Scott is the direct supervisor for 17 mechanics and 3 other shop personnel including 2 shop clerks and one shop supervisor. Scott has a pro-active management style in setting objectives, managing expectations, resolving issues, tracking performance appraisals and educational goals. He has strong communication skills, positive thinker and hands on manager with each staff member.

Responsible for detailed end-to-end processes, system updates, documentation completion, compliance and retention for the following areas:



- Fleet maintenance records for all vehicles including historical.
- Preventive Maintenance (PM) reporting and Inventory using Dossier Software.

Days of Operation: Monday to Friday 8 am to 5, Saturday 8 am to noon

Business Hours: see above

Number of Employees:

Supervisors: 7

Drivers: 85

Office Personnel: 12

Signature: _____

T. Linter

Date: _____

11/3/16

*MUNICIPAL SERVICES
MANAGER*

PUBLIC SECTOR SOLUTIONS



Solid Waste Collection Services

City of Yorkville

November 3, 2016, 10:00 am

Vaughn Kuerschner, Public Sector Sales Representative

VKuersc1@wm.com | 847 980 7648

Original



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Cover Letter

November 1, 2016

Bart Olson
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Dear Mr. Olson:

Waste Management of Illinois, Inc. would like to thank you for the opportunity to respond to your request for Solid Waste Collection Services in the City of Yorkville.

As the North American leader in the environmental services industry, Waste Management is fully prepared and strategically situated to provide the City of Yorkville with an effective solid waste collection program. We offer an integrated approach for developing, implementing, and managing a program that goes beyond regulatory compliance and delivers value by improving processes and reducing total cost. Through our local sales and service teams, Waste Management will deliver an environmentally safe and cost effective program for the City of Yorkville.

As a partner with the City of Yorkville, Waste Management's team will work closely with you to develop a program that will meet your specific needs. Our program will focus on the highest level of operational execution and compliance with the most stringent environmental, health and safety standards. Through a mutual commitment to achieving these standards, we can develop and implement this program quickly and efficiently.

In addition to responding to the specific facets of the bid, Waste Management is also proposing additional services that will bring added value to our proposal. These services align with the City of Yorkville's strategic initiatives to provide quality services for its residents. These services include:

Recycle Often. Recycle RightSM. - *Recycle Often. Recycle RightSM* is an innovative, collaborative, social marketing-based education and outreach program designed to change consumer recycling behavior on a sustainable level - and make the City of Yorkville a recycling leader.

Safeguarding the Environment - As your environmental partner, Waste Management will offer our convenient "At Your Door" program to collect residents' household hazardous wastes, including e-waste (electronics and televisions). This program makes it easy for residents to dispose of these items, by collecting the materials at their door- safely, easily and responsibly to prevent hazardous materials from endangering the City's local water supply.

Protecting Your Residents - As your community partner, Waste Management will assist the police and fire departments by acting as extra eyes and ears on the street with our "Waste Watch" program.

We appreciate the opportunity to respond to your request and welcome the opportunity to discuss this proposal in detail with you and your team. Waste Management of Illinois, Inc. reserves the right, if awarded the project, to negotiate additional modifications to the term and conditions set forth in the RFP. If you have any questions or require further information, please contact me at 847.980.7648. You may also e-mail me at vkuersc1@wm.com or contact me by mail at 230 Sumac Rd, Wheeling, IL 60090.

Sincerely,



Vaughn Kuerschner
Public Sector Sales Representative
Waste Management of Illinois, Inc.



THINK GREEN®

Certificate of Authority

ASSISTANT SECRETARY'S CERTIFICATE

WASTE MANAGEMENT OF ILLINOIS, INC.

I, Micah S. Hamstra, Assistant Secretary of Waste Management of Illinois, Inc., a Delaware corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Carl Niemann, Public Sector Solutions Director, or any officer of this Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to execute a bid, proposal or contract on behalf of the Corporation and to execute any and all documents required to be submitted by the Corporation in connection with any such bid, proposal or contract.

Dated: December 17, 2015



Micah S. Hamstra
Assistant Secretary

Proposal/Contract Form

United City of Yorkville

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Waste Management of Illinois, Inc.

Date: 11/3/2016

Company Name

vkusersc1@wm.com

115 Simonds Avenue

Email Address

Street Address of Company

Vaughn Kuerschner

DeKalb, IL 60115

Contact Name (Print)

City, State, Zip

847-980-7648

847-947-9941

24-Hour Telephone

Business Phone

866-897-9591

Signature of Officer, Partner or
Sole Proprietor

Fax

Carl Niemann, Area Director Public Section Solutions

ATTEST: If a Corporation

Print Name & Title

Signature of Corporation Secretary

CITY OF YORKVILLE

Authorized Signature

ATTEST:

Carl Niemann, Director Public Section

Signature of City Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Vendor W-9 Request Form

United City of Yorkville

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Waste Management of Illinois, Inc.

ADDRESS: 115 Simonds Avenue

CITY: DeKalb

STATE: IL ZIP: 60115

PHONE: 847-947-9941

FAX: 866-897-9591

TAX ID #(TIN): 36-2660859

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

TYPE OF ENTITY (CIRCLE ONE):

•Individual

•LLP (Limited Liability Partnership)

•Partnership

•Other (Please describe)

•Sole Proprietor

•LLC (Limited Liability Corporation)

•Charitable/Nonprofit

•Government Agency

•Medical

•Incorporated

SIGNATURE:

DATE:

10/25/16

Proposer's Certification

United City of Yorkville

PROPOSER'S CERTIFICATION (page 1 of 3)

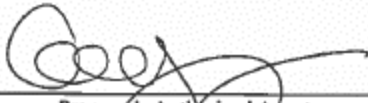
With regard to Solid Waste Collection Services, proposer Waste Management of Illinois, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

United City of Yorkville

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

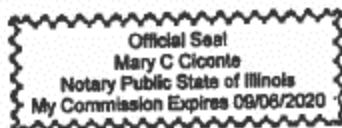
BY: 

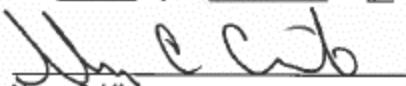
Proposer's Authorized Agent

3 6 - 2 6 6 0 8 5 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 31st day of October, 2016


Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Delaware _____, which operates under the Legal name of Waste Management of Illinois, Inc. _____, and the full names of its Officers are as follows:

President: Michael J. Watson

Secretary: Courtney A. Tippy

Treasurer: Devina A. Rankin

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

United City of Yorkville

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract? *Please see attached for exceptions

Insurer's Name See attached

Agent Lockton Companies

Street Address 5847 San Felipe, Suite 320

City, State, Zip Code Houston, TX 77057

Telephone Number 866-260-3538

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Waste Management of Illinois, Inc.

Print Name and Title of Authorizing Signature: Carl Niemann, Area Director Public Sector Solutions

Signature: _____

Date: 10/25/16

			<i>Per Project Basis</i> <i>OK</i>
	Commercial Automobile Liability	\$1,000,000	Each Accident
	Umbrella Liability	\$ 5,000,000	
16.2	Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket <i>Coverage</i> Contractual Liability Insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.		
	<i>for Insured Contracts</i> → <i>Commercial</i>		
16.3	Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.		
16.4	Workers Compensation coverage shall include a waiver of subrogation against the City.		
16.5	<i>Commercial</i> Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.		
16.6	Contractor and all Subcontractors shall have their respective <i>Commercial</i> Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be <i>Primary and Non-Contributory as respects the services provided by Contractor under written agreement.</i>		
16.7	Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.		
16.8	All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) <i>days</i> prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance		

requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder.

~~The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.~~

17. COPYRIGHT/PATENT INFRINGEMENT

17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)
12/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED 1349455 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT NATIONAL SERVICES, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Property & Casualty Insurance Co	20699	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 11985330 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27403311	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMPROP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08866326	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 001	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48596769 (AOS) WLR C48596800 (CA & MA) SCF C48596848 (WI)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08866314	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ALL POLICIES EXCEPT WC/EI INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT (PROVISION) THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. ALL POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT (PROVISION) THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

CERTIFICATE HOLDER 11985330 FOR INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2014/01)

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Appendix 1 - General Price Quotation Sheet

City of Yorkville Rate Sheet

Monthly Refuse Rate	5/1/2017 to 4/30/2018	5/1/2018 to 4/30/2019	5/1/2019 to 4/30/2020	5/1/2020 to 4/30/2021	5/1/2021 to 4/30/2022
33 gal. tote	\$23.55	\$24.37	\$25.22	\$26.10	\$27.01
65 gal. tote	\$23.55	\$24.37	\$25.22	\$26.10	\$27.01
96 gal. tote	\$23.55	\$24.37	\$25.22	\$26.10	\$27.01

Additional Pricing

Sticker Rate for additional refuse bags/containers	\$1.00 per sticker
Additional monthly cart rental (refuse, recycle)	\$3.00 per month
Cart exchange fee	\$30.00
Additional Bulk Items (must be prescheduled and prepaid)	\$30.00 per item
White Good (must be prescheduled and prepaid)	\$40.00 per item
Special Pickup (minimum of 1cy, must be prescheduled)	\$20.00 per cy
Curbside Composting Program (optional annual subscription organics service)	\$8.95 per month
Rates listed under Additional Pricing are subject to a 3.5% annual rate increase.	

Appendix 2 - Required Recyclables To Be Collected

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

☐ _____

☐ _____

☐ _____

Appendix 3 - Schedule of Alternatives and Deviations

United City of Yorkville

APPENDIX 3 SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
15	15.1 & 2	"WM does not consider the collection services to be provided to the City to be "fixed works" and, therefore, the services fall outside the scope of the Illinois Prevailing Wage Act, 820 ILCS 130/1, et seq."
22	22.1	On the sixth line, delete the words 'upon notice' and replace with 'within five (5) days of receiving notice of default from the City. Also, delete the last two sentences of the section.
51	51.4	Revenue received is considered proprietary information and will not be included in the reporting.
Appendix 2		Aerosol Cans & Steel Paint Cans and Lids are not acceptable recyclable materials.

Appendix 4 - Schedule of Illinois Municipalities Served

United City of Yorkville

APPENDIX 4 SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program
Village of Sugar Grove	Brent Eichelberger 630-466-4507	1996 to Present	Refuse, Recycle, Yard Waste
Village of Elburn	John Nevenhoven 630-365-5062	1999 to Present	Refuse, Recycle, Yard Waste
Village of Hinckley	Jim Roderick 815-286-3836	1997 to Present	Refuse, Recycle, Yard Waste
Village of Plainfield	Brian Murphy 815-436-7093	2006 to Present	Refuse, Recycle, Yard Waste, At Your Door
Village North Aurora	Steve Bosco 630-897-8228	1996 to Present	Refuse, Recycle, Yard Waste, Sticker Program
City of Sycamore	Brian Gregory 815-895-4853	2001 to Present	Refuse, Recycle, Yard Waste At Your Door
City of DeKalb	Tim Holdeman 815-748-2332	2004 to Present	Refuse, Recycle, Yard Waste

Appendix 5 - Location of Disposal Facilities

APPENDIX 5 LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
DeKalb County RDF (WM owned and operated)	18370 Somonauk Rd. DeKalb, IL 60115	

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
WM of IL-West DeKalb Reload Center (WM owned and operated)	115 Simonds Avenue DeKalb, IL 60115	Not a processing center
Resource Management	9999 Anderson Avenue Chicago Ridge, IL 60415	
RSI (WM owned and operated)	3301 West 48th Place Chicago, IL 60632	

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
DeKalb County RDF (WM owned and operated)	18370 Somonauk Rd. DeKalb, IL 60115	

United City of Yorkville

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
WM of IL Metro Hauling At Your Door (WM owned and operated)	5050 Pershing Road Stickney, IL 60804	

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
DeKalb County RDF (Waste Management owned and operated)	18370 Somonauk Rd. DeKalb, IL 60115	
Willow Ranch (Waste Management owned and operated)	1371 N Joliet Rd. Romeoville, IL 60446	

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Waste Management of Illinois, Inc.

Business Address: Mailing Address: 115 Simonds Avenue, DeKalb, IL 60115

Business Number: 847-947-9941

Emergency Number: 800-796-9696

Fax Number: 866-897-9591

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Waste Management Holdings, Inc.

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone

United City of Yorkville

Michael J. Watson	President	Lombard, IL	630-572-8732
Courtney A. Tippy	Vice President	Houston, TX	713-512-6367
Don P. Carpenter	Chief Financial Officer	Houston, TX	713-394-2360
Devina A. Rankin	Treasurer	Houston, TX	713-394-2189

Days of Operation: Monday - Friday

Business Hours: 7:00 am - 3:30 pm

Number of Employees:

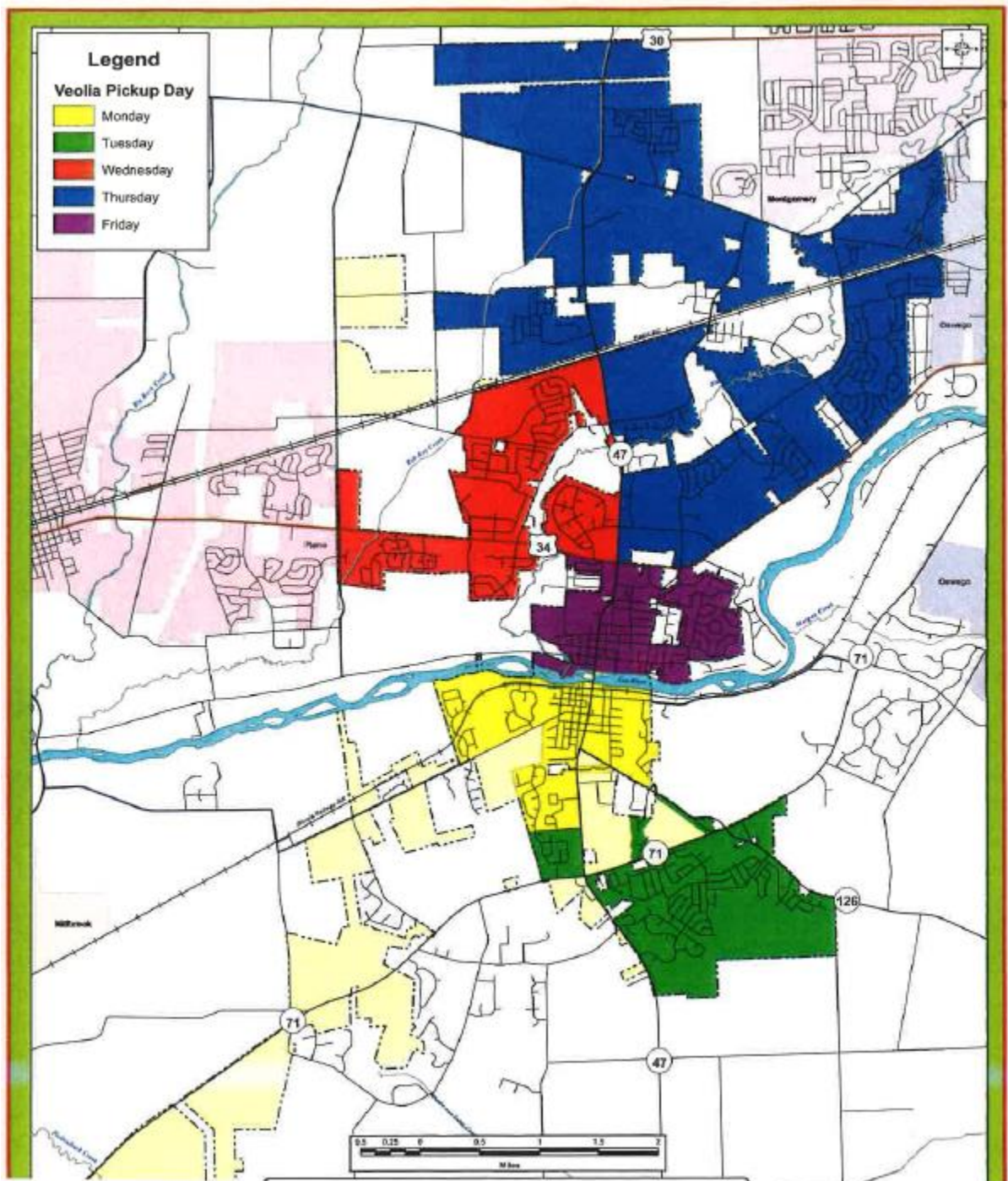
Supervisors: 1

Drivers: 0

Office Personnel: 2

Signature:  Date: 10/25/16

Exhibit A - Solid Waste Collection Day Map



Bid Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT OF ILLINOIS, INC.
115 Simonds, DeKalb, IL, 60115

as Principal, hereinafter called the Principal, and

WESTERN SURETY COMPANY
333 South Wabash Avenue Floor 22, Chicago, IL, 60604

a corporation duly organized under the laws of the state of SD,

as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF YORKVILLE
800 Game Farm Rd., Yorkville, IL, 60560

as

Obligee, hereinafter called the Obligee, in the sum of Five Thousand and 00/100

Dollars (\$5,000.00), for the payment of which sum well and truly to be made, the

said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for

Solid Waste Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and executed this 3rd day of November, 2016.

WASTE MANAGEMENT OF ILLINOIS, INC.

Principal

By: Amy Sustaire
Amy Sustaire, Attorney-in-Fact

Witness: Vanessa Dominguez
Vanessa Dominguez

WESTERN SURETY COMPANY

Surety

By: Lupe Tyler
Lupe Tyler, Attorney-in-Fact

Witness: Melissa Fortier
Melissa Fortier

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Wendy W. Stuckey, Amy Sustaire, Nancy Thomas, Lupe Tyler, Susan A. Welsh, and Donna Williams of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:


1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of November 3, 2016.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Devina A. Rankin
Vice President and Treasurer

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, Nancy A Thomas, Roger Smiddy, Donna Williams, Jennifer Copeland, Anoop Chawla Adlakha, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 8th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 3rd day of November 2016



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Bonding Capability Letter



November 3, 2016

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Waste Management of Illinois, Inc.
Solid Waste Collection Services

To Whom It May Concern:

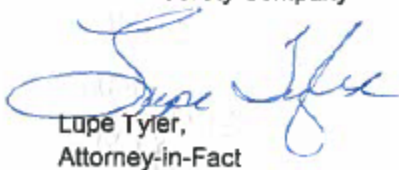
We, Western Surety Company (a writing company of CNA Surety) as Surety Company for Waste Management of Illinois, Inc. are familiar with the above referenced request for bids as provided by our Principal. Having reviewed the submittal we could provide the indicated option for a Performance and Payment bond in the required amount.

Western Surety Company has established program parameters of \$50,000,000 for single projects and overall aggregate bond program of \$100,000,000. Our A.M. Best rating is A (Excellent). Western Surety Company has been providing surety support for Waste Management for over 10 years.

The final decision to provide the required bond is conditioned upon review of the offered contract and is a matter between us and our client.

Please contact us should further assurances be required.

Western Surety Company


Lupe Tyier,
Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, Nancy A Thomas, Roger Smiddy, Donna Williams, Jennifer Copeland, Anoop Chawla Adlakha, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 8th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2016



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Contractor Qualifications

Waste Management of Illinois, Inc. (Waste Management) has over 2,000 employees across the state and more than 300 trucks on the roads serving Illinois communities. We have been engaged in the present company and servicing residential customers with leading comprehensive waste and environmental services for over 40 years.

Waste Management's record is one of accomplishment through the innovation, hard work, dedication, and professionalism of its employees. The company employs a talented staff of drivers, managers, environmental professionals, financial and administrative specialists, computer and systems professionals, and a myriad of specialists to sustain company dedication and growth.

Waste Management's resources and organizational structure make it possible to respond quickly and tailor our services to meet the City of Yorkville's needs. Waste Management makes a total commitment to environmental compliance, assuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and, most importantly, in a manner protective of the public's health and natural resources.



Local Presence, Global Resources

As a local company with global resources, Waste Management continues to be the largest, most financially stable company in the environmental services industry. Waste Management maintains its leadership role and has implemented a business strategy to enhance that leadership, in order to provide the best service and value to our customers. For Downers Grove Township, this means you will have an environmental services provider that is financially strong enough to continue serving the township through good economic times and the tough times.

Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership and providing premium service to the township, such as:

- New safety and efficiency technology
- Implementing new initiatives to continually enhance customer service and communication
- Developing long-term customer relationships
- Attracting and keeping the best employees
- Innovative zero waste and diversion technology

Revenue in 2015 was \$12.9 billion, and Waste Management has an asset base in excess of \$20 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for its commitment to serve its customers, perform its obligations, and protect the environment in carrying out its broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A- by Standard & Poor's, BBB by Fitch, and Baa2 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable. Waste Management has about \$10.0 billion of debt outstanding.

Waste Management's financial strength, as summarized above, gives the City the comfort of knowing that we can and will fulfill our obligations.

- The foundation of Waste Management's offer lies in our commitment to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including: transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- All new capital requirements are internally financed by Waste Management using cash flow from existing operations.

Waste Management's financial strength helps make it a leader in the in the environmental services industry, and Waste Management is committed to maintaining that strength.

Waste Management's financial strength and the liability protection it offers are unparalleled in the environmental industry.

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Illinois, Inc. does not report financial results – all financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure. Full financial results are available on our website at www.wm.com.

Waste Management – One of the World's Most Ethical Companies

The Ethisphere Institute, an independent center of research promoting best practices in corporate ethics and governance, has named Waste Management to its annual listing of World's Most Ethical Companies. This is the ninth time Waste Management has been honored with this award, which recognizes organizations that continue to raise the bar on ethical leadership and corporate behavior. It is also just one of two companies named in the Environmental Services category. To be named as a World's Most Ethical Company, scores are generated in five key categories: ethics and compliance program, leadership and innovation, governance, corporate citizenship, and culture of ethics.



Equipment

One of our goals at Waste Management is to know more about our customers and how better to serve them than anyone else in the industry. To help us meet this goal, we have engaged state-of-the-art technology on our front lines, which means directly in our trucks and within our local operations centers, to ensure we maintain the highest level of accountability to the municipalities we serve.

A Safe, Efficient Waste Management Fleet

With more than 32,000 collection and support vehicles on the road throughout North America, our trucks are a familiar sight. As they make their rounds, our trucks use fuel and generate greenhouse gases and other emissions and we are committed to reducing the environmental impacts of these vehicles.

Waste Management's fleet vehicles are painted a uniform color and are easily identifiable with the company's branding. Vehicles are marked with unique unit identification numbers on each side and the rear of each vehicle. Waste



Management maintains detailed records of each collection vehicle. All vehicles are meticulously maintained to ensure a clean and orderly appearance, as well as good working condition.

Waste Management's fleet vehicles feature the following onboard technology:

- GPS real-time technology
- Digital back-up camera, monitor, and alarm
- 2-way communication

DriveCam

Waste Management vehicles utilize DriveCam technologies—a palm-sized video recorder—that helps us focus on identifying and addressing the root causes of poor driving behavior. DriveCam continuously captures what is happening 120 degrees in front of the vehicle, as well as inside the cab. Once an event is triggered—by sudden movement, erratic driving, speeding, or a collision—the unit records, saves, and sends 12 seconds of the incident (8 seconds before and 4 seconds after) to DriveCam personnel for review and then on to Waste Management managers for performance coaching. DriveCam continually improves driving behavior and reduces collisions, which in turn allows Waste Management to focus on ensuring safety within our communities.



Waste Management installed the DriveCam video capture system on its vehicles nationwide in 2013 to improve safety, reduce collisions, and reduce insurance claims.

Two third party studies have been completed on the influence of DriveCam. *The University of Iowa* study concluded that there was a **70% reduction in risky driving behavior in vehicles using the program**. The Virginia Tech Transportation Institute study, funded by the Federal Motor Carriers Safety Administration (FMCSA), studied two large national trucking companies and found that the number of risky driving events was reduced by **52% in the first fleet and 37% in the second fleet**.

Onboard Computing System

Waste Management's trucks are now equipped with on-board computing technology that utilizes *GPS tracking*. This allows the dispatcher to know where any truck is at any time. The On-Board Computing System (OCS) tracks each stop for every driver and has the ability to send confirmation e-mails to inform customers their containers have been serviced. This allows the driver and all operations personnel to provide customers with real-time data regarding their service. The OCS feeds into all of Waste Management's other operations systems to allow for accurate and continuous updating of service records. Items that are tracked include time arriving at customer location, time arriving at landfill, time returning to customer location, and time the driver leaves the customer location after completing the haul. The use of OCS has a *much higher rate of success* than the traditional paper route sheets.

Uniforms

All employees performing service for the City of Yorkville will wear uniforms like those shown in the photo. They will have ID badges and be immediately identifiable as Waste Management personnel.

Employees and subcontractor employees wear a company issued uniform that includes a shirt, jacket, pants, proper footwear and safety vest; a complete uniform and safety vest will be worn at all times during performance of work. The uniform shirt and jacket will clearly display the company name, making each employee readily identifiable. All employees are required to employ personal protection equipment, including 6-inch lace up steel toe boots, safety vest, and eye protection and gloves, without exception.



Operations Plan

Waste Management has provided reliable quality service to the neighbors of Yorkville in the cities of Plainfield and Sugar Grove for many years. Waste Management drivers know the area and the high level of service these residents have come to expect. This knowledge is based on the successful relationship Waste Management has developed with these municipalities. We are excited to be able to offer the same reliable quality service to the residents of Yorkville. Waste Management will service the City of Yorkville over five days as outlined on the map in Exhibit A of the RFP.

From our local hauling district, located at 115 Simonds Avenue, DeKalb, Waste Management will provide collection and disposal of solid waste, recycling, and yard waste material.

Upon servicing each home, our drivers will ensure that containers are returned to their original location in a manner that does not interfere with pedestrian or vehicular traffic. We will perform all collections between the hours of 7:00 a.m. and 7:00 p.m., ensuring that we minimize any noise during service.

Our drivers will ensure that we pick up and deposit in the truck any debris that is scattered or spilled during service, including broken glass. The waste collected will be properly transported and disposed of at the regional disposal facility outlined in the RFP specifications.

Solid waste and yard waste from the City of Yorkville will be taken to the Waste Management owned DeKalb Landfill. Waste Management will take recycling material DeKalb Reload Center where they will then be transported to Resource Management for processing.

Transition Plan

The smooth implementation of a City of Yorkville waste and recycling program is the first step toward customer satisfaction. Detailed planning is required to ensure that residents experience a smooth transition between service providers. For this reason, Waste Management will assemble an experienced and dedicated implementation team, and draw from an extensive toolkit of communication resources to effectively communicate the transition. Transition steps include:

- Distribution Plan and Schedule of Carts
- Driver/Crew Orientation of Local Area
- Service Transition Notification
- Customer Communications and Public Relations

Waste Management will develop and distribute a service brochure to the City of Yorkville residents at the start of the contract. The brochure will include information on recycling guidelines. Waste Management's marketing department has numerous promotional pieces available that can be adapted for the specific needs of the City of Yorkville (i.e. website material and links, social media, and newsletters).

Service Machine

Service Machine® are quality service standards to which Waste Management personnel are held. These standards are the highest in the industry, providing the basis for Waste Management to provide the City of Yorkville residents with the highest quality and most consistent service possible.

Waste Management Service Machine® applies to the following critical service areas:

Customer Set-Up

- Standard rating is 98% or more of set-ups customer-impacting error free.
- One person has the responsibility to make sure that no detail is overlooked, such as bin placement, start up timing, and billing issues.
- A set-up coordinator role, reporting to the Area Vice President, is established to ensure timely and efficient set-ups.
- The set-up coversheets used by Waste Management personnel were designed to reduce set-up errors and rework.
- Customer set-up is based on an emphasis on customer satisfaction. The city of Yorkville will be contacted to ensure that set-up was completed properly and any issues are quickly identified and resolved.

On Time Pick-Ups

The idea is simple: “Haul or Call.” But if for any reason we can’t pick up a customer as promised, we let them know. There must be a follow-up call.

- Haul or Call is a process used by drivers to inform dispatch and the customer that a container could not be serviced as planned.
- If this problem recurs any time within two months of the first report, Waste Management’s system flags the problem to resolve.
- If a driver cannot perform a pick-up because of a blocked bin or other problem outside of Waste Management’s control, the customer will be informed promptly. This allows Waste Management to proactively solve the pick-up problem, regardless of the cause.
- What if a pick-up is missed? Waste Management Service Machine® has exact standards in place for quickly resolving the missed pick-up either same day or the next day by noon.
- Should another pick-up be missed within two months, the system again flags the problem for management to address immediately.
- Waste Management does not tolerate internal errors that lead to missed pick-ups or other service disruptions to our customers.

Container Swaps

- Our experienced drivers in the field often identify containers that need repair or swapping before these problems are identified by our customers. Waste Management has built a reporting process in which drivers can report possible swaps, which are entered into our system.
- 95% or more of unserviceable containers are to be repaired or swapped within two business days and serviceable containers within five business days.
- This standard excludes non-typical containers such as compactors, single customer orders greater than ten containers, special containers, and orders subject to contractual terms.

Service Metrics

Waste Management Service Machine® ensures that each Waste Management location is trained and understands the following service metrics:

LINE OF BUSINESS	SERVICE METRIC
• Set-up	• % of Set-up Errors
• Commercial	• Missed Pick-up per 1,000 Customers
• Residential	
• Recovery	• % Recoveries within Standard - Commercial
	• % Recoveries within Standard - Residential
• Customer Handling	• Average Speed of Answer
	• Call Abandon Rate

Holidays/Inclement Weather

Waste Management typically observes the following national holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event that any of these holidays fall on a regular scheduled service day, all refuse, recycling and yard waste collection services on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday.

If a driver cannot perform a pick-up on the regularly scheduled service day due to inclement weather conditions, the pick-up will occur on the next business day. Any deviation from this will be communicated to the Township.

Refuse Service

Modified Volume Program

- Waste Management will provide weekly refuse service.
- Each resident will receive a two wheeled cart for refuse. Residents will have the opportunity to select a 96 gallon, 64 gallon or 35 gallon cart at the beginning of the contract for no fee. If no selection is made the 96 gallon cart will be the default size. Subsequent requests will be subject to an exchange fee. No sticker is required for the cart.
- Additional refuse may be collected in bags or containers with handles that do not exceed 32 gallons in size and weigh less than 50lbs. Each additional bag/container requires a sticker to be serviced.
- Residents may rent an additional refuse cart for a monthly fee. A second cart will require a sticker to be serviced.
- Carts will remain the property of Waste Management.
- Includes (1) one bulk item per week.

Amnesty Day

- Waste Management will provide (2) two Amnesty Days annually (spring and fall).
- The collection days will be mutually agreed upon dates on a regularly scheduled service day.

Recycle Service

- Waste Management will provide unlimited weekly recycle service.
- Each resident will receive a two wheeled cart for recycling. Residents will have the opportunity to select a 96 gallon, 64 gallon or 35 gallon cart at the beginning of the contract for no fee. If no selection is made the 64 gallon cart will be the default size. Subsequent requests will be subject to an exchange fee.
- Residents may rent an additional recycle cart for a monthly fee.
- Carts will remain the property of Waste Management.

Much has changed since the introduction of recycling. The material we use in our daily lives has evolved tremendously. We use less paper, more plastic and about the same amount of metal. The packaging in which we buy food and other products is constantly changing, and it is often made of many different materials whose recyclability varies. Recycling programs and acceptable materials vary from area to area, and can even be different in neighboring cities. Single-stream recycling is a great program that has enabled us to put all of our recyclables in one convenient cart, but the flip side to that is that it invites material that isn't recyclable. For example, #6 plastic or polystyrene is currently not acceptable in curbside collection.

Single Stream Materials placed out for collection may not contain a percentage of Excluded Materials greater than the Maximum Non-Recyclables Level of 10%. If a resident's recycling is contaminated, the driver will "tag" it with a sticker explaining the reason why the resident was not serviced. Once the resident rectifies the situation, service will be provided on the next scheduled service date. In the event Single Stream Materials do not meet specifications, the materials may be rejected and/or the resident may be charged additional processing or disposal costs.

Excluded Materials from the recycling programs are listed below.

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

Because Waste Management understands the critical importance of educating the community, we are prepared to provide support in the area of education and awareness. As part of our commitment to the City of Yorkville, Waste Management is offering our Recycle Often. Recycle Right.SM recycling education program.

Recycle Often. Recycle Right.SM

The recycling industry is changing.

Stagnating recycling rates, end-market depression, packaging changes and material processing inefficiencies are all causing confusion over what is acceptable in curbside bins, high contamination levels and increasing costs. These factors threaten the sustainability of recycling programs everywhere. The solution: Recycle Often. Recycle Right.SM This simple, fully integrated education partnership provides all the materials, tools and messages to help the city's recycling program succeed in this ever-changing waste stream.



The longevity of any city's recycling program is dependent on public education and enforcement strategies. Simply put, recycling "right" can be confusing. With nearly 26 percent of people recycling items despite being unsure if they are recyclable, it's no surprise 16 percent of loads entering the recycling plant are contaminated. As more communities move to single-stream recycling and more complex plastics make their way onto store shelves, residents' confusion of what goes in and what stays out of the cart will be a growing challenge for your community.

Recycle Often. Recycle Right.SM is the solution. Recognizing that residents want to do the right thing and recycle correctly, but are often confused, Waste Management created Recycle Often. Recycle Right.SM This program is a national effort for municipal partners to educate their residents about recycling and the basic rules of sustainable recycling.

Recycle Often. Recycle Right.SM is a research-based education and outreach program that's flexible, adaptable and customizable. Whether your community is just getting started or you're in a mature market, Recycle Often. Recycle Right.SM provides municipal partners with all the right education tools – messaging, artwork, newsletters, welcome packets, bill inserts, and promotional ideas. By using targeted and standardized messaging focused on three simple recycling behaviors that will have a big impact, your community can maximize the value of the education and outreach investment, while leveraging a nationally promoted campaign.

Recycle Often. Recycle Right.SM is different from traditional recycling education efforts. The campaign is based on social marketing strategies that organizations in the energy, health and water industries are using successfully to change behavior. Working together to understand your city, its neighborhoods, its residents, their habits, and how they like to communicate is the foundation. This local knowledge is supplemented with nationally conducted surveys, focus groups, tested, targeted messages and extensive demographic research. And by simplifying and repeating recycling messaging, Recycle Often. Recycle Right.SM allows residents to focus on making the recycling decisions that will make the most difference.

www.RecycleOftenRecycleRight.com

Maybe it's time to rethink recycling.

Make the promise. Doing just these three things will make a huge difference.



Recycle all my empty bottles, cans and paper.



Keep food and liquids out of my recycling.



Keep plastic bags out of my recycling.

Tagging System

The Recycle Often. Recycle Right.SM education component reaches out to residents at the curb. Waste Management uses the following Recycle Often. Recycle Right.SM tagging system to provide consistent messaging to residents. The red tag is used on any recycle container that does not get collected due to contamination. The tag provides a brief explanation as to why the recycle material was not collected and what corrective action the resident needs to take to ensure it is collected. The tag also highlights the three simple recycling rules of Recycle Often. Recycle Right.SM as outlined above. The green tag is used to reinforce changed behavior for residents who had previously received a red tag.



Yard Waste Service

- Waste Management will provide unlimited weekly yard waste service to residents from April 1 through November 30.
- Yard waste is collected in Kraft paper bags not exceeding 30 gallons in size and 50lbs in weight or secured bundles not exceeding 4 feet in length and 50lbs in weight.
- Waste Management will collect Christmas trees the first two weeks of January for no additional fee. Christmas trees must be free of all decorations and not in bags.

Curbside Composting Program

- Waste Management will offer an optional annual subscription organics service. Residents have the option to participate for an additional monthly fee.
- Organics will be collected weekly with yard waste from April 1 through November 30.
- Organics will be collected every other week from December through March on the regular scheduled service day.
- Waste Management will provide a cart for the collection of organics. During the yard waste season organics and yard waste are comingled in the cart.
- Carts will remain the property of Waste Management.
- Waste Management reserves the right to cancel the program if the composting facility will no longer accept the material or for high contamination.

Electronic Waste Management

Waste Management will offer curbside electronics pickup through its “At Your Door” program. The “At Your Door” program is a household hazardous waste collection program that includes electronics. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door- safely, easily and responsibly. The monthly per home cost for this program is included in the monthly rate.

At Your Door Special Collection



At Your Door Special Collection provides residents with a service to remove the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. As North America’s leading environmental solutions company, Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door- safely, easily and responsibly.

At Your Door Special Collection collects home generated special materials directly from residences within your community. Experience is key- the program has served hundreds of thousands of homes

since 1995 and currently manages programs for dozens of municipalities in many states.

This program is not your usual household generated special material program, because this program is focused on recycling most of the materials collected. Communities across the country can take advantage of Waste Management’s research and capability to collect and recycle an overlooked category of recyclables collected directly from the home.

Special Materials list includes hard-to-recycle items



Household chemicals



Automotive batteries and chemicals



Universal materials



Electronics

Paper, cans, bottles, cardboard and plastics are already part of most recycling programs. What about the other materials used in homes such as electronics, cleaning supplies and paint? How does a resident in your community dispose of these items?

By increasing collection of these items, the potential for water pollution and environmental hazards are further reduced. At Your Door focuses on collection and recycling of these additional materials, to prevent disposal in regular trash bins. Once collected, the program recycles most special materials including electronics, paints, batteries, lamps and motor oil! Most of these items are diverted from local landfills.

Combine the quantities of special materials collected by At Your Door that are sent to facilities for the purpose of recycling with your traditional recyclables, such as, paper, aluminum cans, plastics, etc. and your community's recycling rates will increase.

Educating the Community

Our knowledgeable staff will work with each municipality to help develop a cost efficient and effective approach to public education support that will both build and sustain involvement throughout the duration of the program.

At Your Door offers a simple solution to any community's recycling dilemma. A home based program is offered so residents simply contact At Your Door to schedule a collection. Then, they place their special materials into the collection bag and place it near their front door step or garage. The resident does not need to be home to participate, as they simply place the bag in a specific location on their collection date.

How does it work?



MATERIALS ACCEPTED WITH WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTIONSM:

Automotive Products	Garden Chemicals	Paint Products	Household Chemicals	Electronics	Universal Materials
Antifreeze, batteries, brake fluid, motor oil and filters, fuels and more	Fertilizers, insect sprays, herbicides, pesticides and weed killers	Caulk, glue, paint, stain, stripper, thinner, wood preservative	Ammonia, heavy-duty cleansers, naval jelly, tile remover and strippers	PCs, MP3 players, iPods®, TVs, DVD players, cell phones, computers & monitors	Batteries, CFL bulbs, thermometers, fluorescent tubes and more

Waste Management will provide the following standard monthly report to the City of Yorkville.

Value Added Services

Disaster Services

Whether it is a major environmental disaster or a tornado that devastates a small town, Waste Management has the resources, equipment, and personnel to help clean up. We were there to help our friends and neighbors in Washington, IL in 2013 when this community was devastated by an EF-4 tornado. Within 90 seconds, 650 homes were destroyed and nearly 1,000 were severely damaged.



Waste Management assisted the City in damage assessment and provided at the City's request 24-hour operation of our East Peoria Transfer Station as a destination for all collected debris in the initial phase of the cleanup. As the City realized that they faced a 60,000 cubic yard debris field, Waste Management assumed total responsibility for consolidation of the debris at the curb line, loading the consolidated debris into WM supplied transfer trailers, transportation to the Peoria City/County Landfill #2, a WM facility, and disposal of all of the landfilled debris. Waste Management also supplied operators and grapples for the

effort, as well as end loaders and semi dump trailers and the transfer trailers and drivers. Waste Management's portion of the debris removal was accomplished in less than four weeks.

In all, Waste Management received more than 25,000 tons of tornado debris, with more than 16,000 tons from Waste Management staged and directed collection and cleanup activities. We pledge the same level of commitment to the City of Yorkville.

Waste Watch

As a part of our service offering, we would like to offer our Waste Watch program the City of Yorkville at no charge. Our trucks are on your streets every day. Our drivers are familiar with their routes, so they're often the first to notice when something is amiss. As your community partner, we will assist the police and fire departments by acting as extra eyes and ears on the streets.



Through our Waste Watch program, we provide training to our drivers in what to look for and how to report suspicious or criminal activity to the police department.

Since its debut, Waste Watch has received national acclaim for its support of law enforcement, emergency services, Highway Watch, Neighborhood Watch and the Amber Alert system. It has also earned recognition from municipalities and organizations including the National Sheriff's Association.

Original RFP

REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: Yorkville Solid Waste Collection Services
Proposal Due: November 3, 2016 @ 10:00am
Proposal Opening: November 3, 2016 @ 10:01am

Required of All Proposers:

Deposit: \$5,000.00 deposit
Letter of Capability of Acquiring
Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Required

Legal Advertisement published: October , 2016
Date Issued: October 3, 2016

This document consists of 46 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc**/flash drive with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Abode Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON
CITY ADMINISTRATOR
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560
PHONE: 630-553-4350
www.yorkville.il.us

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to Wednesday, November 3, 2016 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Wednesday, November 3, 2016 at 10:01am.
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville by Tuesday, October 25 at 10:00am. All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

5. DELIVERY

- 5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

6. TAX EXEMPTION

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

- 7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. MUNICIPAL ORDINANCES

- 8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

9. USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

- 11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

- 12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Notes the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Proposer's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when

necessary to fulfill its obligations thereunder.

- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual

notice of such conviction.

- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a</i>

Per Project Basis)

Commercial Automobile Liability	\$1,000,000	Each Accident
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Umbrella Liability	\$ 5,000,000
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- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to City and shall provide satisfactory evidence of compliance with all insurance

requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder.

The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

- 17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

- 18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

- 19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

- 20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

- 22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the City that failure to perform the contract was due

to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

23. BILLING & PAYMENT PROCEDURES

- 23.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY

- 24.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26. GOVERNING LAW

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

- 28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

- 29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

- 30.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

- 31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

- 32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

- 33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them

in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied,

bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles

not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to

neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

- 34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.
- 34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.
- 34.3 Bulk items as herein defined, are considered subject to collection by the

CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

- 34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

- 35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

- 35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

- 36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 37.1 Toter or can production:
The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:
- 1) the provided totes
 - 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
 - 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened
- 37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of

Alternatives and Deviations, for listing proposed deviations.

- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs
 - As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed

for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the

Contractor prior to its use.

- 43.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

44. ELECTRONIC WASTE MANAGEMENT

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

45. CURBSIDE COMPOSTING PROGRAM

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 45.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 45.4 Yard waste may also be co-mingled in with the organic compost material.
- 45.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the

collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47. COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

48. STICKER DESIGN AND DISTRIBUTION

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.
- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

49. [Section purposefully omitted]

50. BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the respective municipality. The City shall provide the contractor with the number of

occupied UNITS within the municipality on a monthly basis.

51. MONTHLY REPORTING

- 51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:
- 51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

52. CONSUMER EDUCATION

- 52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

53. TITLE TO WASTES

- 53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

- 53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

- 54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

- 55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City) for refuse and recycling collection during the City's annual Hometown Days, 4th of July Parade and celebration in the park, and other City managed special events.. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.
- 56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the City designee. The

Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

- 56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

57. HOLIDAYS

- 57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

- 58.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

- 59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

60. REPLACEMENT DAMAGE

- 60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by

the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

- 61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

- 62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

63. ACCIDENT PREVENTION

- 63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

- 69.1 The Contractor shall provide at least five (5) references of “like” public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

- 70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

- 71.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on May 1, 2017 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2022. Upon request, the City may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on April 30, 2023. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

72. STICKER REFUND

- 72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

73. PERFORMANCE BOND

- 73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

74. EMERGENCIES

- 74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

- 75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

76. TAXES, LICENSES & PERMITS

- 76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

- 77.1 If the Contractor fails to observe the established schedule for more than two (2)

consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City , respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

78. STRIKES/FORCE MAJEURE

- 78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.
- 78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Waste Management of Illinois, Inc.

Company Name

115 Simonds Avenue

Street Address of Company

DeKalb, IL 60115

City, State, Zip

847-947-9941

Business Phone

866-897-9591

Fax

ATTEST: If a Corporation

Signature of Corporation Secretary

Date: 11/3/2016

vkuersc1@wm.com

Email Address

Vaughn Kuerschner

Contact Name (Print)

847-980-7648

24-Hour Telephone

Signature of Officer, Partner or
Sole Proprietor

Carl Niemann, Area Director Public Section Solutions

Print Name & Title

CITY OF YORKVILLE

Authorized Signature

Title

Date

ATTEST:

Signature of City Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Waste Management of Illinois, Inc.

ADDRESS: 115 Simonds Avenue

CITY: DeKalb

STATE: IL ZIP: 60115

PHONE: 847-947-9941

FAX: 866-897-9591

TAX ID #(TIN): 36-2660859

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: _____

DATE: _____

PROPOSER'S CERTIFICATION *(page 1 of 3)*

With regard to Solid Waste Collection Services, proposer Waste Management of Illinois, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____

Proposer's Authorized Agent

3	6	-	2	6	6	0	8	5
---	---	---	---	---	---	---	---	---

 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Delaware _____, which operates under the Legal name of Waste Management of Illinois, Inc. _____, and the full names of its Officers are as follows:

President: Michael J. Watson _____

Secretary: Courtney A. Tippy _____

Treasurer: Devina A. Rankin _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION *(page 3 of 3)*

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of
_____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Waste Management of Illinois, Inc.

Print Name and Title of Authorizing Signature: Carl Niemann, Area Director Public Sector Solutions

Signature: _____

Date: _____

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

APPENDIX 2 REQUIRED RECYCLABLES TO BE COLLECTED

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

☐
☐
☐

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

**APPENDIX 5
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Waste Management of Illinois, Inc.

Business Address: Mailing Address: 115 Simonds Avenue, DeKalb, IL 60115

Business Number: 847-947-9941

Emergency Number: _____

Fax Number: 866-897-9591

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): Waste Management Holdings, Inc.

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone

United City of Yorkville

Michael J. Watson	President	Lombard, IL	630-572-8732
Courtney A. Tippy	Vice President	Houston, TX	713-512-6367
Don P. Carpenter	Chief Financial Officer	Houston, TX	713-394-2360
Devina A. Rankin	Treasurer	Houston, TX	713-394-2189

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____

Drivers: _____

Office Personnel: _____

Signature: _____ Date: _____

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon totes	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
<u>Yak Shack</u> <u>131 E Hydraulic</u>	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
<u>Ice Cream Shop</u> <u>301 E. Hydraulic</u>	Refuse Recycling	1 – 2 yd 2 – 96 gallon totes	1x/wk 1x/wk
<u>Bridge Park</u> <u>3651 Kennedy Road</u>	Refuse Recycling	1 – 2yd 10 – 96 gallon totes	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. totes, 18 gal. totes 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the life of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #9

Tracking Number

PW 2016-86

Agenda Item Summary Memo

Title: Street Sign Sale Close-Out

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Results of the street sign sale for the original inventory.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational item.

Council Action Requested: _____

Submitted by: Nicole Kathman Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Nicole Kathman, Administrative Intern
CC: Eric Dhuse, Public Works Director
Date: December 9, 2016
Subject: Street Name Sign Sale Final Numbers and Continuation

Summary

Results of the street sign sale for the original inventory and plan to continue the sale as signs are taken down.

Background

After federal regulations for street name signs were changed in regards to retroreflectivity requirements as well as letter size and capitalization, the City was left with approximately 700 signs that were no longer compliant with standards. In addition, the City still had in storage around 140 older black and white signs. In order to clear out space to put the new signs, we decided to sell the signs at \$10 each.

In total out of approximately 850 signs, we sold 508 signs making a total of \$5,080. The revenue went into the line-item "Miscellaneous Public Works Income" and will be used to purchase machinery and equipment for the Public Works Department.

In order to clear out space to put the new signs, we decided to scrap the remaining inventory of street name signs for metal. This has not been done yet, but when completed, I will update the committee on how many signs were scrapped and how much we earned for them.

Overall, there was a high interest in the street name sign sale. Many residents asked about particular signs that were not on the inventory and inquired if they would ever become available. Since the Public Works Department has to regularly replace streets signs for multiple reasons including damage or worn out retroreflectivity properties, we have decided to continue the sale as signs are taken down. Therefore, at this time, the street name sign sale webpage is still on the website, but there is no current inventory listed. We anticipate that we will start it up again next spring or summer with the help of our seasonal staff.

Recommendation

This is an informational item.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #10

Tracking Number

PW 2016-87

Agenda Item Summary Memo

Title: Detention Basin Update

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Update on status of inventory and status of storm water management basins
in Yorkville.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: None

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:

Informational item only.



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: December 14, 2016
Subject: Detention Basin Update

Summary

I have information for 37 developments and stand alone detention areas. I plan on inputting the data this winter, sending out letters to the owners letting them know that we are going to inspect their basin (attached) and performing the initial checks in the spring/Summer. I hope to continue to process with the same amount of detention areas each year to complete the rotation in approximately 5 years.

The following are a list of the basins that I have information on to this point:

Aldi	Prairie Pointe
Autumn Creek	Raging Waves
Blackberry North	River's Edge
Blackberry Woods	Rush Copley
BP	Super 8
Brenart's	Trinity Church
Bristol Bay	Whispering Meadows
Cannonball Estates	White Oak Farms
Cannonball Hill	Wrigley's
Cimmeron Ridge	York Meadows
Countryside Center Unit 2	Yorkville Business Center
Crimson Lane	Yorkville Marketplace
Dunkin Donuts	Yorkville Plaza
Fox Hill	
Grande Reserve	
Heartland	
Heartland Circle	
Jaycee Pond	
Kendall County Complex	
Kendall Marketplace	
Kylyn's Ridge	
Longford Lakes	
Menards	
Prairie Meadows	

This is an informational item only, no action is requested.



United City of Yorkville Public Works Department

800 Game Farm Rd.
Yorkville, IL 60560
Phone – 630-553-4370
Fax – 630-553-4377

John Smith
123 Main Street
Yorkville, IL 60560

December 15, 2016

Our records indicate that you are the owner(s) of parcel xx-xx-xxx-xxx commonly known as _____ storm water basin. As the owner(s), it is your responsibility to maintain this storm water basin to certain standards that are required by the City and the State of Illinois. To ensure that these standards are being met, the City will be conducting inspections of your storm water basin this year.

To help you prepare for your inspection, I have attached a copy of Ordinance XXXX-XX as a guide to what the city is looking for to be compliant. If you have any questions or need further information, you can contact me at any time.

Sincerely,

Eric Dhuse
Director of Public Works
United City of Yorkville
edhuse@yorkville.il.us
630-553-4370

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2016-16

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-5 OF THE YORKVILLE CITY CODE

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 23rd day of February, 2016

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on March 8, 2016.

Ordinance No. 2016-16

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 4, CHAPTER 1, SECTION 4-1-5 OF THE YORKVILLE CITY CODE**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the continuing maintenance of the City’s storm water basins is essential to protect against flooding, soil erosion and any negative impact to the City’s stream systems and requires repairing erosion, removing sediment and managing vegetation on an annual basis; and,

WHEREAS, failure to maintain storm sewer basins on a regular basis can also result in restrictions to the outflow causing the loss of control of the flow of storm water into the City’s storm sewer system; and,

WHEREAS, in order to address this potential problem, the City hereby declares the failure to maintain a storm water basin as a nuisance, the abatement of which is enforceable as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. The above recitals are incorporated and made a part of this Ordinance.

Section 2. That Title 4, Chapter 1, Section 5 of the Yorkville City Code is hereby amended by adding the following so said Section 3:

“8. Lack of Maintenance of a Storm Water Basin:

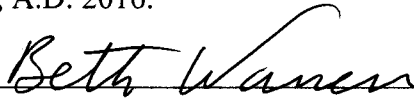
- a. failure to repair erosion;
- b. failure to prevent restrictions on outflow;
- c. failure to remove overgrown vegetation limiting capacity or outflow; or,

- d. permitting build-up of sediment reducing capacity.”

Section 3. Title 4, Chapter 1, Section 5 is further amended by deleting paragraphs C and D therefrom and renumbering paragraphs E and F as C and D.

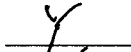
Section 4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois,
this 23 day of February, A.D. 2016.

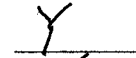


City Clerk

CARLO COLOSIMO



KEN KOCH



JACKIE MILSCHEWSKI



LARRY KOT



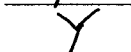
CHRIS FUNKHOUSER



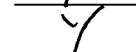
JOEL FRIEDERS



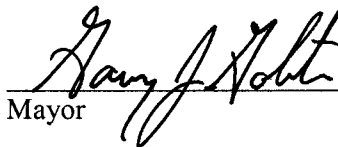
DIANE TEELING




SEAVAR TARULIS



APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 26 day of FEBRUARY, A.D. 2016.


Mayor

Attest:


City Clerk

Published in pamphlet form:

MARCH 8, 2016



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

OB #1

Tracking Number

CC 2016-47

Agenda Item Summary Memo

Title: IGA for the Sharing of Public Works Services between Oswego, Yorkville and Montgomery

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: Intergovernmental Agreement for the Sharing of Public Works Services between Oswego, Yorkville and Montgomery. The only change to this IGA from the one previously approved on August 9, 2016 is to add the Village of Montgomery.

Council Action Previously Taken:

Date of Action: CC 8/9/16 Action Taken: IGA between Oswego and Yorkville for the Sharing of Public Works Services.

Item Number: CC 2016-47

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES BETWEEN
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
~~AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND THE~~
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement"*) by and between the Village of Oswego, Kendall and Will Counties, Illinois (~~"Oswego~~the "Village") a municipal corporation of the State of Illinois, ~~and~~ the United City of Yorkville, Kendall County, Illinois (~~"Yorkville~~the "City") a municipal corporation of the State of Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois ("Montgomery"), a municipal corporation of the State of Illinois, (sometimes collectively referred to as the "Communities" or "Parties" or individually as "Community" or "Party") entered into this ____ day of _____, 2016.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Communities of Oswego, Yorkville, and Montgomery~~the Village and the City~~ have reviewed the roadways and adjacent areas under each of their respective jurisdictions and have determined that the citizens and taxpayers of the each of the City and the Village~~Communities~~ would be better served if daily maintenance of the Roadways be performed by the Public Works Department that is located and best equipped to perform certain tasks, thereby saving time and resources and permitting immediate attention as deemed necessary; and,

EXHIBIT A

WHEREAS, the essential goal is that the ~~City and the Village~~Communities cooperate with ~~each other~~one another for the sharing of services to the Roadways such as mowing, sweeping, snowplowing, jetting, leaf collection and such maintenance as deemed necessary to improve the use and safety thereof thereby reducing the time and cost associated with said services, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the ~~Communities~~parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Communities hereby designate their respective Directors of Public Works ~~The Village hereby designates its Director of Public Works~~ (with Oswego's Director of Public Works herein after referred to individually as "OCDPW," Yorkville's Director of Public Works hereinafter referred to individually as "YDPW," and Montgomery's Director of Public Works hereinafter individually referred to as "MDPW") to coordinate with ~~the City's Director of Public Works ("CDPW")~~one another on an "as needed" basis, with regard to the services required to the Roadways such as mowing, snowplowing, jetting, leaf collection or such other maintenance as deemed necessary to improve the use and safety thereof and jointly determine ~~whether the City's~~which Community's public works employees ~~or the Village's public works employees~~ are better able to provide the needed service. The OCDPW and the YDPW, and MDPW shall agree and advise each other of the date and time such services are to be provided. In the event ~~either the City or the Village is unable~~that none of the Communities are able to assist at any given time, all services to the Roadways shall be the responsibility of the ~~unit of government (City or Village)~~Community having jurisdiction over the Roadways. In other words,

EXHIBIT A

this Agreement does not reduce, eliminate or transfer the responsibility of each Community ~~the City or the Village~~ to repair and maintain the Roadways within their respective jurisdictions.

Section 3. Except when ~~either the City or the Village~~ a Community invokes the provisions of Illinois Public Works Mutual Aid Network Agreement, no Community ~~the City~~ shall ~~not~~ charge ~~the Village~~ another Community any fee for any of the services provided to areas outside its boundaries but within the boundaries of ~~Village and the Village~~ shall not charge the City any fee any of the services provided within the City's boundaries that Communitys.

Section 4. The ~~City and the Village~~ Communities shall each defend, with counsel of the ~~other party's~~ named Community's own choosing, indemnify and hold harmless the other Communities ~~party~~, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other Communities ~~party~~, ~~their~~ its ~~past~~, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other ~~party~~ ies under this Agreement.

Section 5. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of ~~either the City or the Village~~ the Communities in any respect, including, their respective powers and duties.

Section 6. This Agreement and the rights of the P ~~p~~arties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the P ~~p~~arties hereto.

EXHIBIT A

Section 7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 8. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the Village of Oswego: _____ Director of Public Works

Oswego, Illinois 60543

With a copy to: _____ David Silverman

Joliet, Illinois 60435

If to the City of Yorkville: _____ Director of Public Works

Yorkville, Illinois 60560

With a copy to : _____ Kathleen Field Orr

Chicago, Illinois 60604

EXHIBIT A

If to the Village of Montgomery: Director of Public Works
Village of Montgomery
200 N. River Street
Montgomery, Illinois 60538

With a copy to: Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201
Aurora, Illinois 60506

Or any such other person, counsel or address as any Pparty hereto shall specify pursuant to this Section from time to time.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 10. This Agreement represents the entire agreement between the Pparties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Pparties and may not be further modified except in writing acknowledged by each~~both~~ Partyparties.

Section 11. Nothing contained in this Agreement, nor any act of any of the respective Communities ~~Village or the City~~ pursuant to this Agreement, shall be deemed or construed by any of the Pparties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving ~~Village and the City~~ any of the Communities. Further, nothing in this Agreement should be interpreted to give ~~the Village or City~~ anyany Community control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

EXHIBIT A

Section 12. When performing pursuant to the terms of this Agreement, the ~~Village and City~~Communities intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the ~~City or Village~~Communities and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 13. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the ~~Village and the City~~Communities at the addresses set forth herein. Before starting inspections hereunder, the ~~P~~Parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. ~~No~~ ~~Peither~~party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

EXHIBIT A

Section 14. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the ~~P~~parties in writing; provided however, ~~any~~either ~~P~~party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other ~~P~~partiesy. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 15. This Agreement may be amended only with written consent of all ~~P~~parties hereto.

Section 16. Oswego, Yorkville, and Montgomery ~~The Village and the City~~ each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the Pparties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Village of Oswego, Kendall and Will
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Village of Montgomery, Kane and Kendall
Counties, Illinois, a municipal corporation

By: _____
Village President

EXHIBIT A

Attest:

Village Clerk



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

OB #2

Tracking Number

PW 2014-74

Agenda Item Summary Memo

Title: Railroad Quiet Zones

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: See attached memo as discussed at the December 13th City Council meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 15, 2016
Subject: Quiet Zone Proposal for Consulting Engineering Services for both BNSF and IR Rail Lines

Summary

Discussion of the agreement for professional services for the proposed Quiet Zone at the BNSF and IR rail lines.

Background

The City discussed the process of Quiet Zone creation in June, 2015. At that time Council did not move ahead with the initial studies. Recently, after more numerous resident complaints and increased traffic along the IR rail line staff has asked EEI to propose an Agreement for a Quiet Zone study along both rail lines within the City. EEI has successfully completed the establishment of Quiet Zones in Aurora/Sugar Grove Township, Sugar Grove and Plano. This study would provide a preliminary investigation and a current risk index for the proposed Quiet Zones, as well as initial coordination with the Federal Railroad Administration (FRA) and the Illinois Commerce Commission (ICC) and both rail lines. This initial study will provide staff and Council more information on if, when and how the City will move forward with a proposed Quiet Zone.

Recommendation

Staff recommends moving forward with an Agreement for Professional Services with EEI for a Quiet Zone Study on both the BNSF and IR rail lines in the United City of Yorkville at the City Council meeting in January, 2017.



Engineering Enterprises, Inc.

November 2, 2016

Mr. Bart Olson
City Administrator
United City of Yorkville
610 Tower Lane
Yorkville, IL 60560

**Re: Professional Services for
Proposed BNSF Quiet Zone
Yorkville, IL**

Dear Mr. Olson:

Thank you for the opportunity to submit this proposal for consulting engineering services for the above referenced project.

EEI has performed similar work in the past, including the coordination for the on-going Quiet Zone establishment along the BNSF railroad in the area. To date, EEI has successfully completed the establishment of three Quiet Zones (Aurora/Sugar Grove Township, Sugar Grove, and Plano) throughout the Kane and Kendall Area, covering five jurisdictional agencies in your area.

We will give our full attention to the project so that it may be completed as soon as practical, consistent with the schedules of the Burlington Northern Santa Fe (BNSF), Federal Railroad Administration (FRA) and the Illinois Commerce Commission (ICC).

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, appearing to read 'B. Sanderson', is written over a horizontal line.

Bradley P. Sanderson, P.E.
Vice President

Pc: TVW

\\Milkyway\\EEI_Storage\\Docs\\Public\\Yorkville\\2014\\YO1439-C Quiet Zone Initiative\\PSA\\BNSF Railroad Revised (Phase A Only)\\proposal cover letter.doc

**Agreement for Professional Services
BNSF Quiet Zone Study**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor", the "ENGINEER" or "EEI" agrees as follows:

A. Services:

Engineer agrees to furnish to the City the following services: The Engineer shall provide the necessary initial engineering services to the City as described below, as required to begin the process of establishing a Quiet Zone along the Burlington Northern Santa Fe Railway Company (BNSF) within the City. Additional engineering services will be required to complete the Quiet Zone Study. The Quiet Zone will be at the following four at-grade rail crossings owned by the BNSF:

Mill Road (Crossing Inventory # 079578N, BNSF Mile Post 043.77)
Kennedy Road (Crossing Inventory # 079579V, BNSF Mile Post 044.51)
Cannonball Trail (Crossing Inventory #079580P, BNSF Mile Post 045.69)
Beecher Road (Crossing Inventory #079584S, BNSF Mile Post 048.09)

The anticipated Scope of Services is as follows:

PHASE A:

1 – PRELIMINARY INVESTIGATIONS/RISK INDEX

EEI will analyze the existing conditions at each crossing identified above. The current risk index for the proposed Quiet Zone will be analyzed and the potential safety improvements and issues will be identified.

2 – COORDINATION WITH GOVERNING ENTITIES/DIAGNOSTIC MEETING

EEI will coordinate and attend the required field diagnostic meetings with the Federal Railroad Administration (FRA), the Illinois Commerce Commission (ICC) and the BNSF. At the preliminary diagnostic meeting, the diagnostic team will take field measurements and evaluate the characteristics at each crossing. This will result in an evaluation of the feasibility of a Quiet Zone and required safety improvements at each crossing. Meeting minutes will be prepared and distributed.

SUBTOTAL: \$7,017.00

EXCLUSIONS

As mentioned above, additional engineering services will be required above and beyond what is identified in this agreement to complete the Quiet Zone study.

The general phases and tasks required which are not included in this agreement are as follows:

PHASE B:

3 – TRAFFIC COUNTS AND SUBMITTALS

4 – QUIET ZONE CALCULATIONS AND ANALYSIS

PHASE C:

5 – NOTICE OF INTENT

6 – COORDINATION OF IMPROVEMENTS WITH CITY STAFF

7 – NOTICE OF ESTABLISHMENT

This proposal also does not include the preparation of any construction documents or design engineering, as the scope of the potential improvements is currently unknown. Upon determination of the required safety modifications at each signal, the City can identify the engineering needs and enter into a separate agreement for the design and/or construction engineering necessary to implement the improvements at each crossing and facilitate permitting with the BNSF.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit 1. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

The proposed method of payment for the required professional services is a Lump Sum Contract. The fee for **Phase A** is **\$7,017.00** and includes items 1-2 in the scope. If at that time the City determines to move forward with completing the Quiet Zone Study, another engineering agreement will need to be processed to move forward with the additional work items required.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder (not applicable as having been previously supplied).

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable,

the remaining provisions shall be valid and binding on the parties. The list of Exhibits is as follows:

Exhibit 1: Summary of Estimated Level of Effort

Exhibit 2: Location Map

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

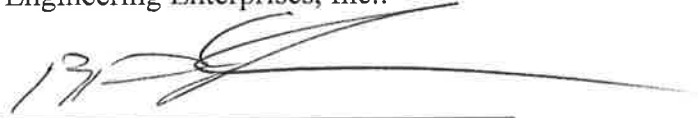
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2016.

United City of Yorkville


Engineering Enterprises, Inc.:

Gary Golinski
Mayor



Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk



Angie Smith
Executive Assistant



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-0700 / www.eeinc.com

United City of Yorkville
800 Gamble Farm Road
Yorkville, IL 60550
(630) 553-1350
<http://www.ycorkville.il.us>

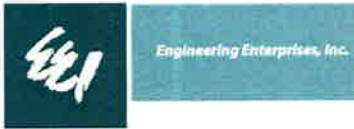
NO.	DATE	REVISIONS

DATE	OCTOBER 2014
PROJECT NO.	101426
PATH	IN CDP/PLANNING/2014
FILE	101426_LOCATION.MXD

QUIET ZONE INITIATIVE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

LOCATION MAP
BNSF RAILROAD





**EXHIBIT 1 - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

BNSF QUIET ZONE
United City of Yorkville, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR I	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$185	\$163	\$141	\$129	\$163	\$141	\$117	\$163	\$129	\$78		
PHASE A														
1	PRELIMINARY INVESTIGATION/RISK INDEX		1	20								4	25	\$ 3,757
2	COORDINATION WITH GOVERNING ENTITIES/DIAGNOSTIC MEETING			20									20	\$ 3,260
PROJECT TOTAL:			1	40	-	-	-	-	-	-	-	4	45	7,017

DIRECT EXPENSES	
Printing =	\$ -
Supplies & Misc =	\$ -
DLZ (Traffic Counts) =	\$ -
DIRECT EXPENSES =	\$ -

LABOR SUMMARY	
Engineering Expenses =	\$ 6,705
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 312
TOTAL LABOR EXPENSES =	\$ 7,017

TOTAL EXPENSES =	\$ 7,017
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\\Mkysp\EE1_Serv\p\Docs\Finals\2014\YD1430\Quiet Zone Initiative\PSA\BNSF_Railroad_Remed\Phase A Only\Exhibit 1 - Fee Estimate.xlsx\Fee Summary BNSF



Engineering Enterprises, Inc.

November 2, 2016

Mr. Bart Olson
City Administrator
United City of Yorkville
610 Tower Lane
Yorkville, IL 60560

**Re: Professional Services for
Proposed IR Quiet Zone
Yorkville, IL**

Dear Mr. Olson:

Thank you for the opportunity to submit this proposal for consulting engineering services for the above referenced project.


EEI has performed similar work in the past. To date, EEI has successfully completed the establishment of three Quiet Zones (Aurora/Sugar Grove Township, Sugar Grove, and Plano) throughout the Kane and Kendall Area, covering five jurisdictional agencies in your area.

We will give our full attention to the project so that it may be completed as soon as practical, consistent with the schedules of the Illinois Railnet (IR), Federal Railroad Administration (FRA) and the Illinois Commerce Commission (ICC).

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

Pc: TVW

\\Milkyway\\EEI_Storage\\Docs\\Public\\Yorkville\\2014\\YO1439-C Quiet Zone Initiative\\PSA\\Illinois Railnet Revised (Phase A Only)\\proposal cover letter.doc

**Agreement for Professional Services
Illinois Railnet Quiet Zone Study**

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor", the "ENGINEER" or "EEI" agrees as follows:

A. Services:

Engineer agrees to furnish to the City the following services: The Engineer shall provide the necessary initial engineering services to the City as described below, as required to begin the process of establishing a Quiet Zone along the Illinois Railnet Railway Company (Illinois Railnet/IR) within the City. Additional engineering services will be required to complete the Quiet Zone Study. The Quiet Zone will be at the following twelve at-grade rail crossings owned by the Illinois Railnet/IR:

- Hoover Forest Preserve (Crossing Inventory # TBD, IR Mile Post TBD)
- Poplar Drive (Crossing Inventory # 917526L, IR Mile Post 051.17)
- River Birch Lane (Crossing Inventory #072951Y, IR Mile Post 050.31)
- Morgan Street (Crossing Inventory #065034A, IR Mile Post 049.96)
- Adams Street (Crossing Inventory #065033T, IR Mile Post 049.89)
- State Street (Crossing Inventory #065032L, IR Mile Post 049.84)
- Main Street (Crossing Inventory #065031E, IR Mile Post 049.79)
- Alley (West of IL 47) (Crossing Inventory #065030X, IR Mile Post 049.75)
- Illinois Route 47 (Crossing Inventory #065029D, IR Mile Post 049.71)
- Alley (East of IL 47) (Crossing Inventory #065028W, IR Mile Post 049.70)
- Heustis Street (Crossing Inventory #065027P, IR Mile Post 049.60)
- Mill Street (Crossing Inventory #065026H, IR Mile Post 049.55)

The anticipated Scope of Services is as follows:

PHASE A:

1 – PRELIMINARY INVESTIGATIONS/RISK INDEX

EEI will analyze the existing conditions at each crossing identified above. The current risk index for the proposed Quiet Zone will be analyzed and the potential safety improvements and issues will be identified.

2 – INITIAL COORDINATION WITH GOVERNING ENTITIES

EEI will determine the possibility of obtaining funding through the Grade Crossing Protection Fund (GCPF) with initial coordination and discussions with the Federal Railroad Administration (FRA), the Illinois Commerce Commission (ICC) and the Illinois Railnet. Based on the results of this coordination it will be determined whether or not to proceed with the GCPF application. An allowance has been made for one initial coordination meeting with these entities. Meeting minutes will be prepared and distributed if needed.

SUBTOTAL: \$7,942.00

EXCLUSIONS

As mentioned above, additional engineering services will be required above and beyond what is identified in this agreement to complete the Quiet Zone study. The general phases and tasks required which are not included in this agreement are as follows:

PHASE B:

3 – GRADE CROSSING PROTECTION FUND APPLICATION

PHASE C:

4 – COORDINATION WITH GOVERNING ENTITIES/DIAGNOSTIC MEETING

PHASE D:

5 – TRAFFIC COUNTS AND SUBMITTALS

6 – QUIET ZONE CALCULATIONS AND ANALYSIS

PHASE E:

7 – NOTICE OF INTENT

8 – COORDINATION OF IMPROVEMENTS WITH CITY STAFF

9 – NOTICE OF ESTABLISHMENT

This proposal also does not include the preparation of any construction documents or design engineering, as the scope of the potential improvements is currently unknown. Upon determination of the required safety modifications at each signal, the City can identify the engineering needs and enter into a separate agreement for the design and/or construction engineering necessary to implement the improvements at each crossing and facilitate permitting with the Illinois Railnet.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit 1. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

The proposed method of payment for the required professional services is a Lump Sum Contract. The fee for **Phase A** is **\$7,942.00** and includes items 1-2 in the scope. If at that

time the City determines to move forward with completing the Grade Crossing Protection Fund Application and the Quiet Zone Study, another engineering agreement will need to be processed to move forward with the additional work items required

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

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Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

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the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

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Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder (not applicable as having been previously supplied).

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Exhibits is as follows:

Exhibit 1: Summary of Estimated Level of Effort

Exhibit 2: Location Map

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2016.

United City of Yorkville

Engineering Enterprises, Inc.:

Gary Golinski
Mayor



Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk



Angie Smith
Executive Assistant



EXHIBIT 1 - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

ILLINOIS RAILNET QUIET ZONE
 United City of Yorkville, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR I	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$185	\$163	\$141	\$129	\$163	\$141	\$117	\$163	\$129	\$78		
PHASE A														
1	PRELIMINARY INVESTIGATION/RISK INDEX		2	20								4	26	\$ 3,942
2	INITIAL COORDINATION WITH GOVERNING ENTITIES		4	20									24	\$ 4,000
PROJECT TOTAL:			6	40	-	-	-	-	-	-	-	4	50	7,942

DIRECT EXPENSES	
Printing =	\$ -
Supplies & Misc. =	\$ -
DLZ (Traffic Counts) =	\$ -
DIRECT EXPENSES =	\$ -

LABOR SUMMARY	
Engineering Expenses =	\$ 7,630
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 312
TOTAL LABOR EXPENSES =	\$ 7,942

TOTAL EXPENSES =	\$ 7,942
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\\Mapcity\EEI - Storage\Doc\Public\Yorkville\2014\PD1409-Q Quiet Zone Initiative\PS\Illinois Railnet Review\Phase A Only\Attachment B - Fee Estimate.xlsx\Fee Summary Illinois Railnet



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

OB #3

Tracking Number

PW 2016-21

Agenda Item Summary Memo

Title: Leopardo Energy Update

Meeting and Date: Public Works Committee – December 20, 2016

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ **Bart Olson** **Administration**
Name Department

Agenda Item Notes:



CONTENTS

1. Executive Summary
2. Budget Analysis
3. Field Survey & Energy Conservation Recommendations
4. Savings Summary
5. Business Case Analysis
6. Illinois ESPC Summary
7. Next Steps
 - a. RFP ESPC Legal Advertisement
 - b. RFP/Q ESPC Document





EXECUTIVE SUMMARY

The purpose of this feasibility study is to identify projects that will significantly reduce owning and operating costs for the City of Yorkville. This energy conservation program is the funding vehicle that allows you to use guaranteed savings from the City's maintenance and operations budget (utilities) as capital to fund needed upgrades and modernizations to the infrastructure, and is financed over a specified period of time.

This program is designed to be budget neutral or better, and to create a positive cash flow that improves the financial performance for the City. **Leopardo can guarantee that cost avoidance (utility and operations expenses) will meet or exceed annual payments to cover all project costs over an agreed debt service period, or Leopardo pays the difference.**

A team of experts from Leopardo worked with City personnel to conduct a utility and/or field audit at the following locations:

- 1. City Hall & Police Department**
- 2. Beecher Community Center**
- 3. Parks & Recreation**
- 4. Parks Maintenance**
- 5. Public Works**
- 6. Library**

In addition to auditing the City owned buildings, Leopardo conducted a thorough analysis on the following city-wide operations:

- 1. City Owned Street Lights**
- 2. City Owned Vehicles**

This report has been generated through analysis of your existing energy data, as well as information collected during the initial facility surveys. Based on these preliminary findings, your decision to proceed initiates a detailed engineering study where specific energy conservation measures and detailed pricing will be identified. Our unique interactive consultation provides you with the opportunity to select the best combination of improvements for your infrastructure. Upon execution of contracts, we implement the recommended measures and begin the process of ensuring their results.

The following report includes energy conservation measures and savings information designed to assist the City in meeting its long-range plans for reducing energy use and costs and to improve the facilities through increased environmental stewardship. We appreciate the opportunity to collaborate with the City and look forward to implementing a comprehensive project to maximize efficiency and savings.

Leopardo will continue to help the city of Yorkville:

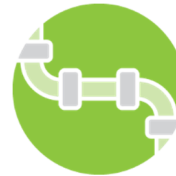
- Determine the infrastructure, buildings and ECMs for the project
- Plan current and future capital expense reports
- Develop the request for proposals documents



EXECUTIVE SUMMARY

Our goal in presenting this report is to communicate the opportunity to optimize the cost/benefit of your energy/maintenance expense dollars using the performance contract procurement method that will yield material benefit to the City. This can include the following:

- Sustained energy cost reduction
- Future energy and operating cost retention
- Leverage current energy and operating budget to address infrastructure needs
- Enhance the environment and comfort for City staff and citizens
- Enable the City to redirect capital budgets to higher value-added projects that will help grow the City



Based on the current expenditures of the City in building utilities, building maintenance, and fleet fuel, Leopardo has determined the following cost savings opportunity.

Annual Cost Savings

Building Utilities	\$945
Fleet Acquisition & Maintenance	\$296,433
Fleet Fuel	\$18,439
Fleet Operations	\$1,845
Street Lighting	\$31,134
General Maintenance	\$28,209

Total \$377,005



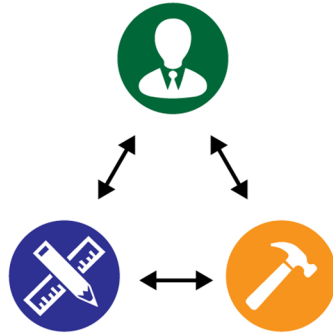
EXECUTIVE SUMMARY

CONTRACT METHODS

TRADITIONAL CONSTRUCTION

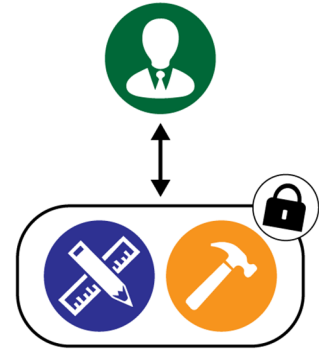
PERFORMANCE CONTRACTING

RISK ASSESSMENT



Owner

AE/GC



Owner

Leopardo

Schedule Risk



Financing Risk



Design Engineering



Performance Guarantee



Cost Guarantee



Project Management



Results Accountability

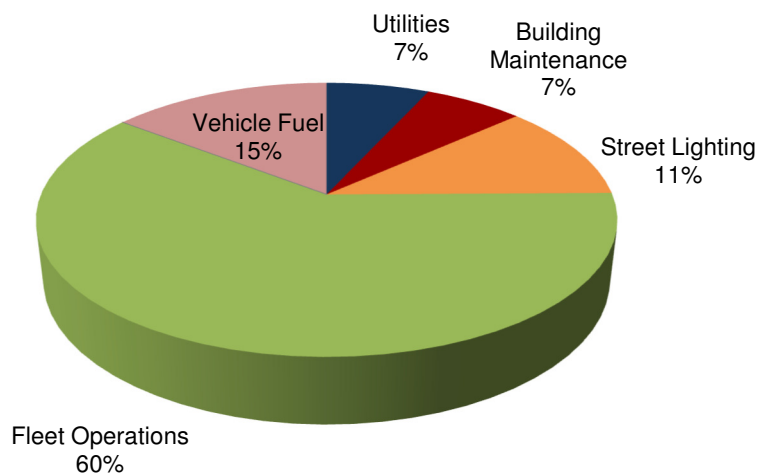


BUDGET ANALYSIS

To evaluate energy consumption for the City of Yorkville, a utility bill analysis was performed. Twenty-four (24) months of utility bill data were collected, sorted and analyzed to identify energy consumption trends for the City's entire infrastructure. The data was organized our analysis software and analyzed based on several metrics. The following graphics represent a summary of the analyzed utility data. Additionally, the City's budget for fleet services, and building operations were evaluated and summarized in the charts below.

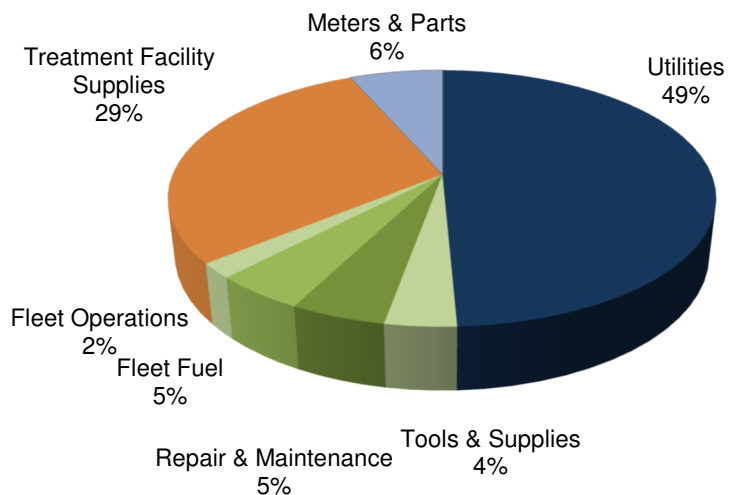
General Fund

Utilities	\$	50,062
Building Maintenance	\$	48,082
Street Lighting	\$	83,069
Fleet Operations	\$	442,222
Vehicle Fuel	\$	106,906
Total	\$	730,341



Water Fund

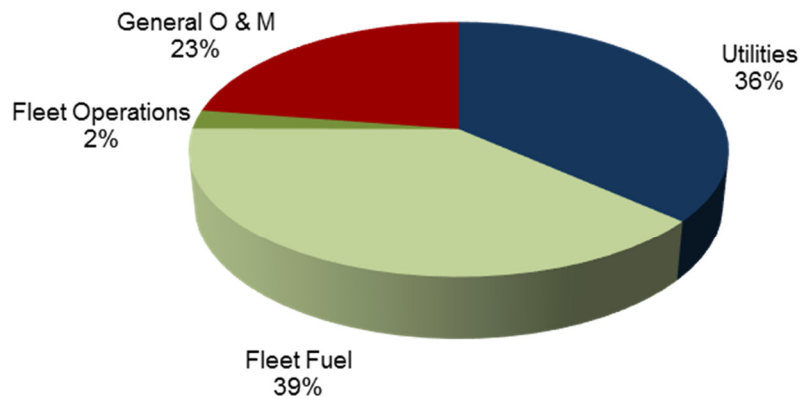
Utilities	\$	245,641
Tools & Supplies	\$	17,677
Repair & Maintenance	\$	23,643
Fleet Fuel	\$	22,956
Fleet Operations	\$	9,391
Treatment Facility Supplies	\$	146,540
Meters & Parts	\$	32,520
Total	\$	498,368



BUDGET ANALYSIS

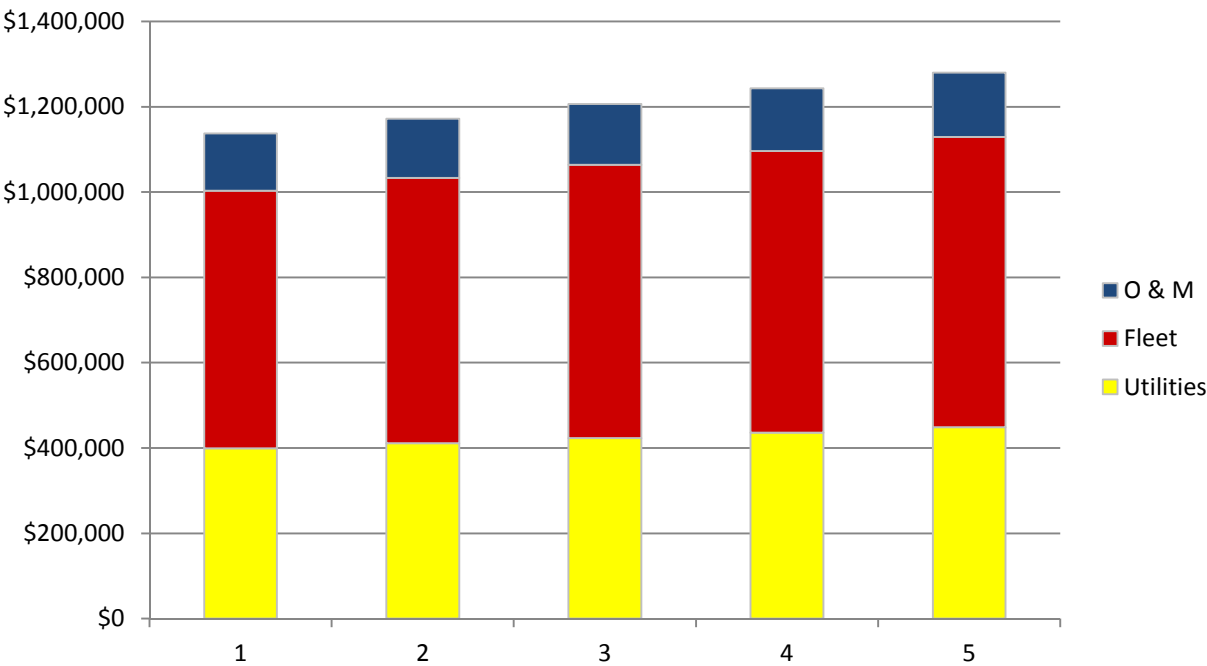
Sewer Fund

Utilities	\$	20,258
Tools & Supplies	\$	21,374
Repair & Maintenance	\$	1,315
Fleet Fuel	\$	12,509
Total	\$	55,456



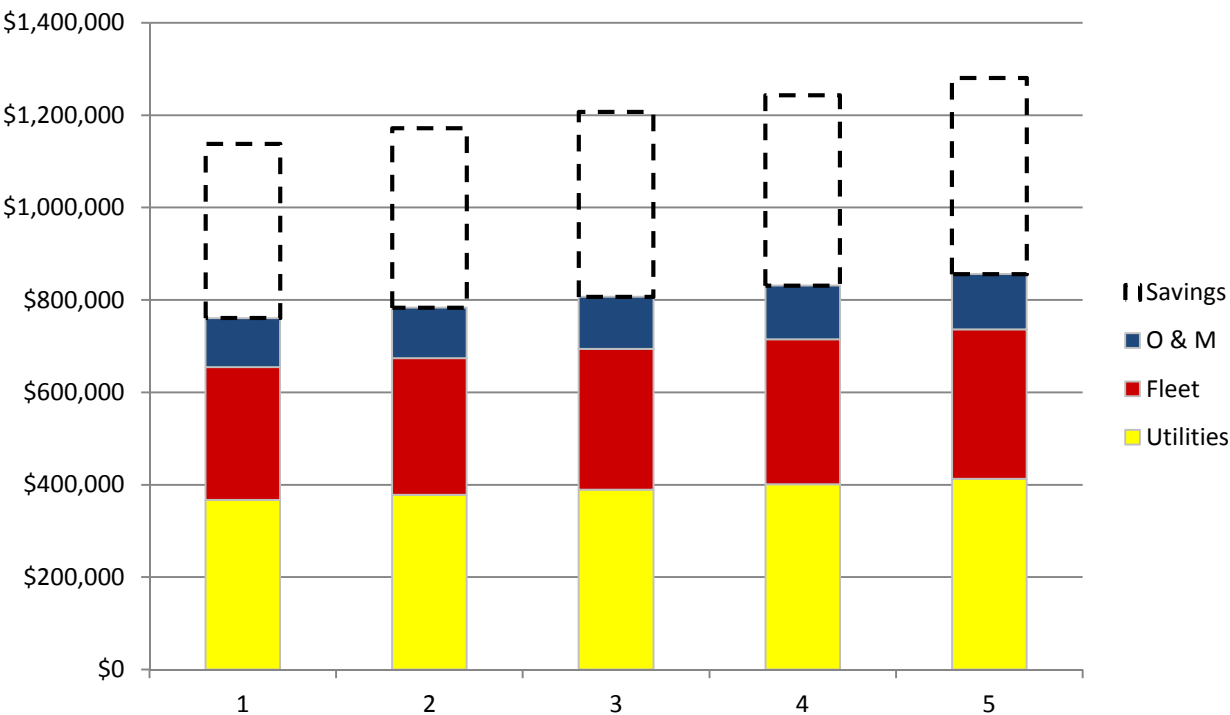
The following graph represents the next five years of projected costs without a performance contract.

5-Year Cost Projection



By entering into an Energy Savings Performance Contract (ESPC) we anticipate that The City of Yorkville would spend \$760,620 over that same five year period. The City of Yorkville would reduce annual utility, operating, and capital expenses in the amount of \$377,005 by entering into an ESPC. An ESPC would allow the City of Yorkville to upgrade aging & unreliable building asset infrastructure, as well as protect themselves from a volatile rising utility market by **utilizing the savings this program is GUARANTEED to deliver.**

5-Year Cost Projection With Savings



FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

CITY HALL & POLICE DEPARTMENT
901 Game Farm Rd | Yorkville, IL 60560

Year Built: 2000
Renovations: -
Square Footage: 20,900
of Stories: 2
Occupancy: 91 Full-Time Employees
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: City Hall: M-F / 8:00: AM – 5:00 PM
 Police Station: 24-7



Current Building Conditions

Lighting

- The office areas and chambers consist of mainly 4-foot, 2-lamp fixtures that are T8.
- The exterior lights consist of 100-150W wall packs. There are exterior lighting poles in the front parking lot that are likely 400W metal halide.

HVAC

- The office areas are conditioned by residential-style split systems with gas furnace heating, and direct expansion (DX) cooling.
- A cooling-only mini-split system provides cooling to a small server.
- One (1) gas water heater provides domestic water heating for the building.
- The storage garage on the west side of the building is served by a unit heater.

Building Automation Controls

- The split systems are controlled by residential-style thermostats.

Plumbing

- Urinals are 1.0 gallons per flush, and the toilets are 1.6 gallons per flush and are in good condition. The bathroom sinks are 0.5 gallons per minute.

Building Envelope

- The windows are fixed, double-pane, and are in good condition. The doors are metal with double-pane glass. The weather stripping appears to be in good condition.

Site Photos



T8 Lighting



Condensing Units



Building Exterior



Exterior Lighting



Furnaces



Domestic Water Heater

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

BEECHER COMMUNITY CENTER

901 Game Farm Rd | Yorkville, IL 60560

Year Built: 1980s
Renovations: -
Square Footage: 10,340
of Stories: 1
Occupancy: 10-30
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: M-F / 8:00: AM – 5:00 PM



Current Building Conditions

Lighting

- The majority of the interior has a variety of T8 fixtures. The cafeteria has 4-foot 2-lamp fixtures. The office spaces and restrooms have 4-foot 4-lamp fixtures. The corridor has U-tube fixtures.
- The cafeteria also has 150W metal halides and incandescent lamps, but they are rarely used.
- The exterior lighting consists 4 250W high-pressure sodium.

HVAC

- (2) Mammoth constant volume rooftop units serve the entire facility. Heating is provided by gas furnace coil sections, and cooling is provided by direct expansion (DX) R-22 refrigeration. The refrigeration systems use reciprocating compressors. During the audit, one of the units was broken down and was being serviced. These units are original and are in need of replacement.
- (1) 50 gallon gas water heater provides domestic hot water for the facility.

Building Automation Controls

- The existing consists of conventional thermostats. There was no centralized control system present.

Plumbing

- Urinals are 1.0 gallons per flush, and the toilets are 1.6 gallons per flush and are in good condition. The bathroom sinks are 1.0 gallons per minute.

Building Envelope

- The windows are tinted and single pane. Some of the windows have deteriorated seals, and are in poor condition.
- The weather stripping around the doors is showing deterioration as well.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Site Photos



Cafeteria Lighting



Domestic Water Heater



Lavatory Sinks



Rooftop Unit



Rooftop Unit Being Serviced



Exterior Lighting

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

PARKS & RECREATION

201 W Hydraulic St | Yorkville, IL 60560

Year Built: 1980s
Renovations: -
Square Footage: 5,200
of Stories: 1
Occupancy: 20-30
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: M-F / 8:00: AM – 5:00 PM

Current Building Conditions

Lighting

- The lighting consists of 3-lamp and 4-lamp T8 fixtures. Some of the areas appear to be over-lit.
- Exterior lighting consists of 100-150W wallpacks.

HVAC

- Heating and cooling is provided by two split system units with gas furnace heating and DX cooling
- The domestic hot water is served by 40 gallon gas hot water heater.

Building Automation Controls

- There is no centralized control system for the building. All of the HVAC equipment is controlled by conventional thermostats.

Plumbing

- Urinals are 1.0 gallons per flush, and the toilets are 1.6 gallons per flush and are in good condition. The bathroom sinks are 0.0 gallons per minute.

Building Envelope

- The general infrastructure of the building is in good condition. The windows are metal, single pane, and appear to be original to the building. Seals around the windows and doors appear to be worn and may produce excessive infiltration.



FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Site Photos



T8 and Metal Halide Lighting



Metal Operable Windows



Brick Exterior



Gas Furnaces



Ductwork



Thermostat Controls

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

PARKS MAINTENANCE

185 Wolf Street | Yorkville, IL 60560

Year Built: 2000s
Renovations: -
Square Footage: 10,600
of Stories: 1
Occupancy: 5-10
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: M-F / 8:00: AM – 5:30 PM



Current Building Conditions

Lighting

- The majority of the interior consists of 4-foot, 4-lamp T8 fixtures.

HVAC

- This facility is mostly garage space served by unit heater.
- The office space is served by a split system unit with DX cooling and gas furnace heating.
- A 40 gallon water heater provides domestic water heating.

Building Automation Controls

- All of the HVAC equipment is controlled with conventional thermostats.

Plumbing

- Urinals are 1.0 gallon per flush, the toilets are 1.6 gallons per flush and are in fair condition. The bathroom sink flow rates vary between 0.5 and 1.0 gallons per minute.

Building Envelope

- The windows are double pane with tinted glass. The doors are tinted with double pane glass. The weather stripping around the garage doors appears to be in good condition.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Site Photos



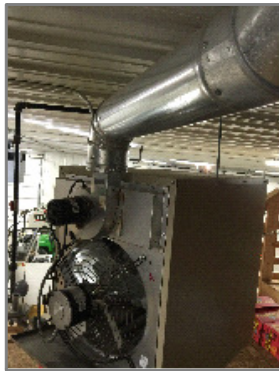
T8 Lighting



Garage Doors



Conventional Thermostat



Unit Heater



Gas Furnace



Condensing Unit

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

PUBLIC WORKS

610 Tower Lane | Yorkville, IL 60560

Year Built: 1970s
Renovations: Various
Square Footage: 11,384
of Stories: 1
Occupancy: 10-20
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: Monday-Friday 7am-4pm



Current Building Conditions

Lighting

- The majority of the interior consists of 4-foot, 4-lamp T8 fixtures.
- The garage area connected to the office has 250W metal halides, while the west garage was 4-lamp T8 high bays.
- There are a few metal halides that serve as exterior lighting as well.

HVAC

- The majority of the facility is garage space that is served by gas-fired unit heaters.
- The office area is served by two split systems with DX cooling and gas furnace heating.

Building Automation Controls

- All of the HVAC equipment is controlled by conventional thermostats.

Plumbing

- The toilets are 1.6 gallons per flush and are in fair condition. The bathroom sink flow rates vary between 0.5 and 1.0 gallons per minute.

Building Envelope

- The windows are single pane with clear glass and are in fair condition.
- The weather stripping around the man doors and garage doors is showing deterioration, and may be causing comfort issues in the winter season.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Site Photos



Metal Halide Lighting



Garage Unit Heater



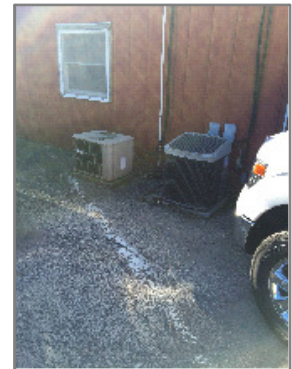
Conventional Thermostat



T8 High Bay Lighting



Single Pane Windows



Condensing Units For Office Area

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

LIBRARY

902 Game Farm Rd | Yorkville, IL 60560

Year Built: 1983
Renovations: 2006
Square Footage: 36,000
of Stories: 2
Occupancy: 40-50
Energy Source: Natural Gas and Electric
Total Utility Cost: \$0
Hours of Operation: Monday-Thursday: 10am-7pm
 Friday: 10am-5pm
 Saturday: 10am-4pm
 Sunday: Closed



Current Building Conditions

Lighting

- There are a variety of fluorescent fixtures in the library. The majority of the stacks area is 2-lamp 4-foot T8 fixtures. There are several varieties of compact fluorescents that are used for decorative lighting, and wall accent lighting. Small 50W halogens are used for wall accent lighting as well.
- There are several wallpacks and parking lot poles with metal halide lamps. All of the exterior lights are on a centralized control system to enable them only during night time hours.

HVAC

- (1) AHU with chilled water for cooling and hot water reheat serves the majority of the 2006 addition. The unit is also equipped with an electric steam humidifier for the winter season.
- The original portion of the building is served by (2) split system heat pumps with electric resistance back-up heat.
- (1) high-efficiency water heater provides the domestic hot water needs.

Building Automation Controls

- The HVAC equipment is operated by Alerton direct digital control (DDC) system.

Plumbing

- Lavatory sinks range from 1.0 to 2.2 gpm. Toilets are 1.6 gpf, and urinals are 1.0 gpf. All water fixtures appear to be in good condition.

Building Envelope

- The windows are tinted double pane and appear to be in good condition.
- The weather stripping around the doors is showing normal wear and appears to be in good condition.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Site Photos



Interior Lighting



VAV Air Handling Unit



DDC System



Air Cooled Chiller



Hot Water Pumping



High Efficiency Water Heater

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

RECOMMENDED SCOPE

Based on discussions with the City of Yorkville officials, Leopardo recommends the following upgrades to the facilities that address the most critical capital improvement needs while maximizing the savings opportunity.

- Beecher Center Air Handling Unit Replacement
- Street Lighting LED Retrofit
- Fleet Fuel Upgrade
- Fleet Leasing Program
- Water Meter Survey
- Water Pump House Evaluation

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

RECOMMENDED SCOPE DESCRIPTIONS

Below provides a general description of the technology being proposed for The City of Yorkville.

STREET LIGHTING

Existing Conditions

According to the utility bills, there are approximately 1,269 street lights owned and maintained by the city. There are several other street lights within the city limits that are owned and maintained by ComEd.



st if the street lighting is either high-pressure or low-pressure sodium lamps (HPS and LPS). There are a few older mercury vapor (MV) lamps in operation as well.

The City spends **\$83,069** annually in utility costs. Most if these costs are "lamp charges," which pay for the maintenance and infrastructure for the lighting systems. Additionally, the City spends approximately **\$39,000** in maintenance and materials to repair and replace the lamps.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

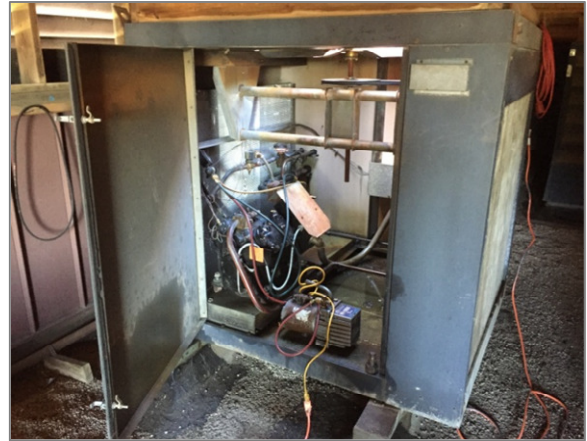
Energy Conservation Recommendations

With street lighting being one of the largest expenses for the City's budget, Leopardo recommends a comprehensive retrofit to LED. Doing so will significantly decrease the utility expenses for the City. Additionally, the City's maintenance expenses to lighting replacement will significantly decrease since LED lamps last 4-5 times longer than high-pressure sodium and mercury vapor lamps. Many LED manufacturers are also backing their products with a 10-year warranty.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

Beecher Center – HVAC Equipment Replacement

One of the most critical needs the City needs to address is the older HVAC equipment in the Beecher Center. The two air handling units that serve the facility date back to the building's 1980s construction. During the audit, one of the units was disabled for repair. With the units running well beyond their useful lives, they are chronically broken down and in need of repair. Additionally, the R-22 refrigerant has become obsolete and is no longer in production. This means any repairs done to the existing systems are significantly more expensive.



Leopardo proposes the two AHUs be replaced with new, high-efficiency systems. This includes removal and demolition of all air handling equipment. The new systems shall significantly reduce electrical costs with new fan motor equipment, and high efficiency cooling technology. Natural gas costs would also be decreased with new gas furnace heat exchangers. Most importantly, the new equipment will significantly reduce the ongoing maintenance costs, especially with using code-compliant refrigerant. Capital cost avoidance will be observed as well, as the existing systems are prone to failure given their age and significant demand.

This proposed scope item is congruent to what is proposed in the Capital Project section in the City's Fiscal Year 2017 Budget adopted may 1st, 2016:

Items to note – Capital Projects, unfunded

1) Sycamore Road and Route 34 traffic signal (City-wide Capital Fund)

- a. A temporary signal has been installed at this intersection since 2008. Original agreement with IDOT said that a permanent signal was supposed to be installed by 2010. Agreement was extended through 2013, at the request of the City. Permanent intersection improvements, when constructed will be three sides (two on Route 34, one on Sycamore Road). If the Sexton property (to the north) ever develops, that landowner will have to completely redo the intersection improvements to accommodate a fourth leg. Each year the temporary improvement agreement remains in place, we are responsible for 100% maintenance of the signal. Since the signal is temporary, it is not in good condition four years later, and is expensive to maintain each year (\$10,000). There is a chance that IDOT would force us to either put in the permanent intersection improvements or take down the temporary. More than 21,000 vehicles per day traverse this intersection on Route 34, and 900 of them use the Sycamore Road leg of the intersection.
- b. Cost estimate – \$250,000. We have not proposed to install this signal within the five year budget, because we expect IDOT to come through and widen Route 34 near this intersection in the next five years. When that occurs, IDOT will pay for 67% of the overall intersection improvements and will continue to pay for 67% of the annual maintenance costs of the traffic signals. Currently, the City pays for 100% of the annual maintenance costs.

2) Beecher Center Maintenance (City-wide Capital Fund)

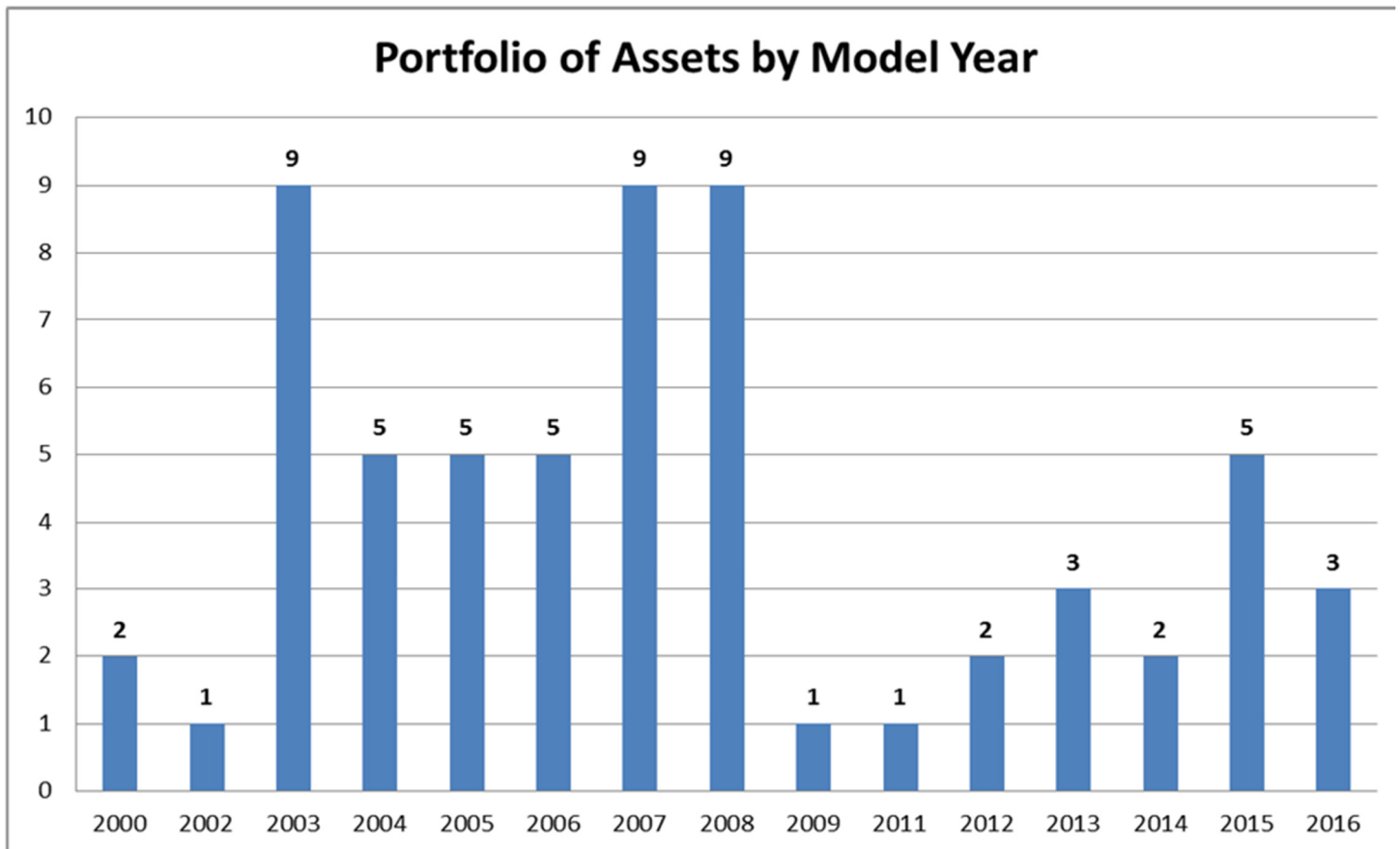
- a. The HVAC unit in the Beecher Center was originally installed in 1980. Its useful life span should have been 15 years. A complete replacement for the existing units is \$400,000, because it is under the roof (the roof would have to be rebuilt). Even if individual components of the unit go out, we would not be able to replace them because nobody makes replacement parts for the HVAC unit. One possible thought by staff, should this project become a necessity, is to spend an additional \$250,000 (\$650,000 total) and have the HVAC unit installed on the ground near the building, have new ducts run, and update the kitchen in the facility (economies of scale to do the projects all at once). If the HVAC unit were installed on the ground, as opposed to on the roof, we could save the roof replacement costs in the future when the HVAC unit has to be replaced again.
- b. Cost estimate - \$400,000 or \$650,000, whenever the HVAC breaks or we think we should replace it.

FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

FLEET

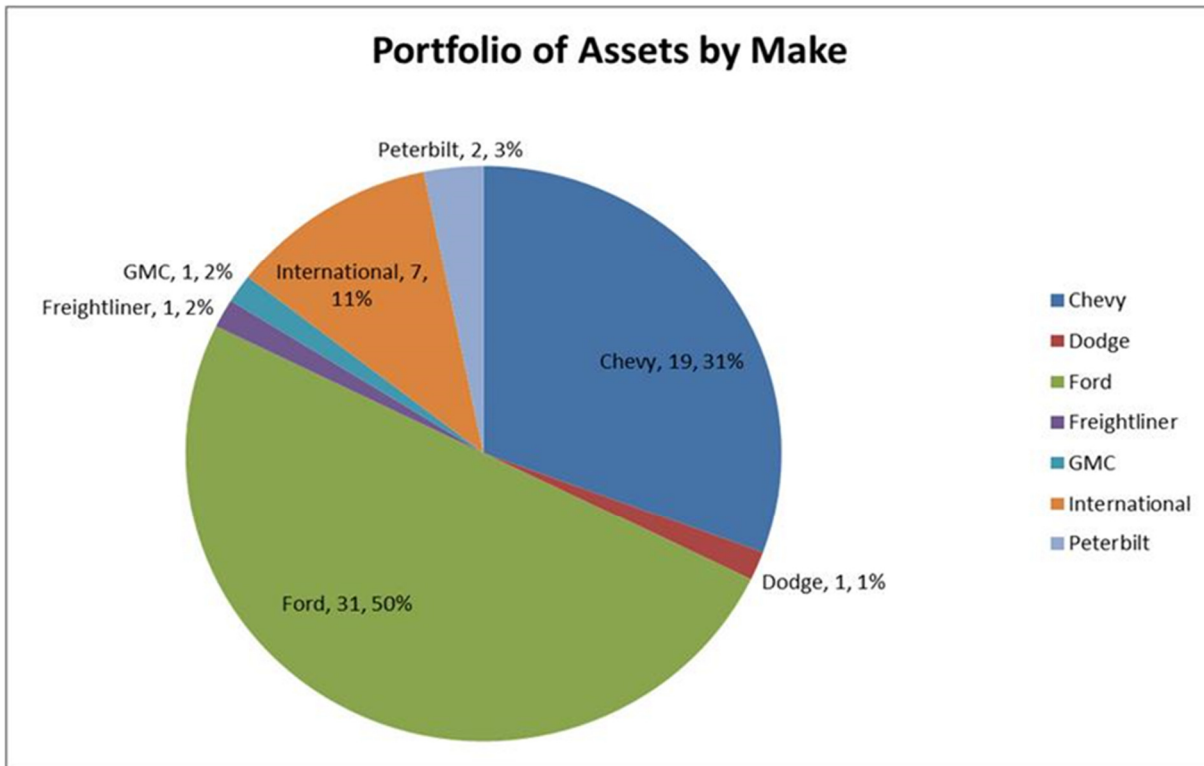
Existing Conditions

According to the information provided by the City of Yorkville, the City currently owns and maintains a fleet of 62 vehicles ranging in age from 1 to 16 years from a variety of manufacturers. Below is a graphical summary of the current fleet for the City:



FIELD SURVEY & ENERGY CONSERVATION RECOMMENDATIONS

FLEET



The City spent \$144,529 in vehicle maintenance and repair costs from May 2015 - April 2016 and \$113,541 in vehicle fuel costs from May 2015- April 2016.

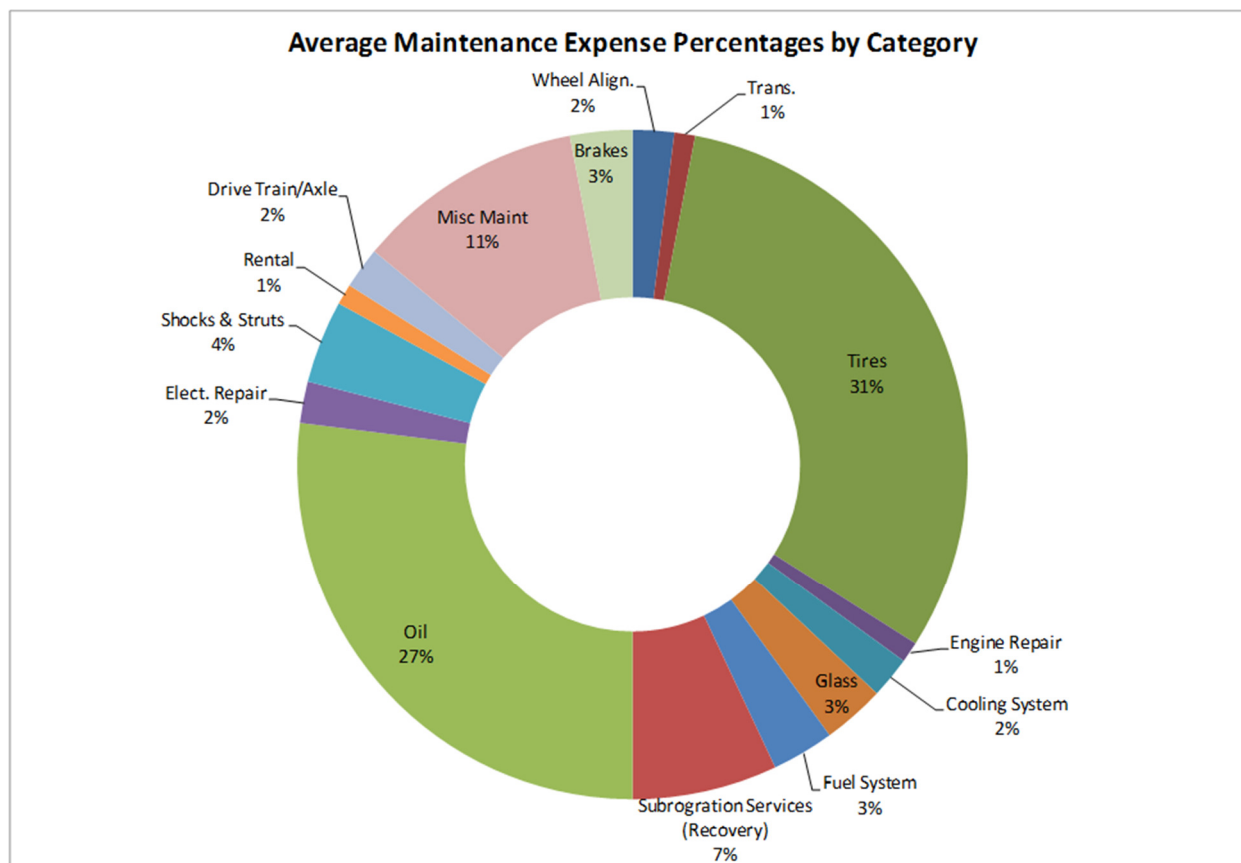
There are significant opportunities in reducing the maintenance and operational costs in the City's fleet. This would include police vehicles, maintenance vehicles, and any other service vehicles used by the City. The following sections describe recommendations to be implemented to the existing fleet including an Ongoing Vehicle Maintenance Program, a Fleet Leasing Program and a Fleet Fuel Upgrade.



Ongoing Vehicle Maintenance Management

Leopardo recommends implementing an Ongoing Vehicle Maintenance Program in which vehicles would be regularly inspected by a third-party professional mechanic.

Fleet-scale vehicle maintenance can be difficult to manage without the proper time commitment and knowledge. Often times, some maintenance costs could be avoided or reduced if vehicle issues were identified sooner. Below is a typical city's breakdown of annual vehicle maintenance costs. It is clear to see that tire and oil costs make up the majority of the expenses. However, the remaining 42% of expenses has the potential to be reduced through ongoing maintenance.



In implementing an Ongoing Vehicle Maintenance Program, a third party would perform ongoing maintenance on all fleet vehicles. The third party would be looking to find and repair any small issues before they turn into expensive repairs, and in turn, reduce maintenance costs.

There are a number of additional benefits that come with an Ongoing Vehicle Maintenance Program, including:

- Toll-free driver call center
- ASE Certified technicians with over 15 years average experience
- Repair cost avoidance
- Post-warranty recovery
- Monitored maintenance alerts
- Preventative Maintenance coupon book
- National Account Card
- Customized maintenance profile
- Pre-set call center spend limit
- Consolidated billing by cost center
- Vehicle rentals
- 24-hour emergency road service
- Glass repair/replacement

Taking advantage of a Vehicle Maintenance Program with experienced technical advisors would also allow for assistance in repair negotiations such as:

- Identifying repetitive repairs
- Conducting parts/labor negotiation
- Identifying warranty and post-warranty opportunities
- Cost avoidance – denying accelerated maintenance
- Identifying new vehicle on order
- Providing alternate repair methods



Fleet Leasing Program

Leopardo proposes that the existing City of Yorkville Vehicle Replacement Plan be upgraded to a fleet leasing program. The existing Vehicle Replacement Plan outlines which year vehicles will be replaced from 2016 to 2059. See **Appendix 1 "Vehicle Replacement Chargeback Schedule"** at the end of this report for the current Vehicle Replacement Plan.

Open Ended Fleet Leasing

Features of the open-ended leasing product are characterized by:

- Improved cash flow
- No mileage restrictions or wear and tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

Where normally a vehicle would be purchased outright from the capital budget and kept in fleet until a specified time when it was sold, the open-ended lease allows for funding of only the portion of the vehicle used. This approach allows municipalities to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involves financing the difference between the vehicle's purchase price and a conservative reduced book value (RBV), which is based on the anticipated market value considering the vehicles age and application. This product can also be used by the City of Yorkville as a finance lease buy-back. The City of Yorkville's fleet would be purchased for fair market value and leased back to the City to a reduced book value. This will allow the City to receive an influx of cash from the equity buildup of the existing fleet.

Options at completion of lease term:

- The City of Yorkville can renew its vehicles with new models and apply any gains to the replacement vehicle.
- The City of Yorkville can extend the term of the lease.
- The City of Yorkville can obtain the vehicle at the reduced book value.

Mike Albert Fleet Solutions can sell the aged vehicles in a process that accommodates the City of Yorkville in a competitive process. Gains are defined as the difference between the resale proceeds from our remarketing efforts and the open market sale and the reduced book value. There are no mileage charges or excessive wear and tear charges. At any time during the lease period, the vehicle can be resourced back into the City-owned fleet. As a result, resourcing is just as simple as outsourcing. The savings calculations for the alternative fuel upgrade (propane) and open-end lease program are detailed on the following pages.

Below on the following page, potential savings have been identified for implementing both an Ongoing Vehicle Maintenance Program and an Open End Leasing Program.



City of Yorkville

Fleet Cost Analysis

# of Vehicles to Replace	62
--------------------------	----

	Lease Spend Year 1	Lease Spend Year 2	Lease Spend Year 3	Lease Spend Year 4	Lease Spend Year 5	Total Lease Spend By Year
New Assets In Service	16	12	16	8	10	
Year 1	\$106,868	\$106,868	\$106,868	\$106,868	\$106,868	\$534,340
Year 2		\$81,359	\$81,359	\$81,359	\$81,359	\$325,436
Year 3			\$123,384	\$123,384	\$123,384	\$370,152
Year 4				\$45,184	\$45,184	\$90,368
Year 5					\$68,056	\$68,056
	\$106,868	\$188,227	\$311,611	\$356,795	\$424,851	\$1,388,352

	Lease Spend Year 1	Lease Spend Year 2	Lease Spend Year 3	Lease Spend Year 4	Lease Spend Year 5	Total Lease Spend By Year
New Assets In Service	16	12	16	8	10	
Budgeted Spend	\$442,222	\$454,222	\$547,222	\$461,733	\$448,322	\$2,353,721
Total Lease Spend	\$106,868	\$188,227	\$311,611	\$356,795	\$424,851	\$1,388,352
Est. Maintenance Savings	\$31,541	\$20,583	\$25,909	\$12,967	\$17,333	\$54,436
Est. Equity in Current Fleet	\$57,000	\$68,000	\$86,000	\$97,591	\$99,875	\$182,750
Net Budgeted Spend Remaining	\$423,895	\$354,578	\$347,520	\$215,496	\$140,679	\$1,482,168

** Estimated equity from sale of current vehicles is not included.

Note: These savings calculations are based on information that was provided by the City of Yorkville. There is still outstanding information that needs to be collected and analyzed before final savings calculations can be identified.



Fleet Fuel Upgrade

Leopardo proposes that the Police Department Vehicles be upgraded to use propane as an alternative fuel. Propane can be purchased at a significantly lower cost than gasoline. As a result, the City has a significant cost savings opportunity to upgrade their high usage vehicles to run on propane. See **Appendix 2 "Police Department Vehicles for Bi-Fuel Upgrade"** at the end of this report for the current Vehicle Replacement Plan.

There are two types of propane vehicles: dedicated and bi-fuel. Dedicated propane vehicles are designed to run only on propane, while bi-fuel propane vehicles have two separate fueling systems that enable the vehicle to use either propane or gasoline. Leopardo recommends the bi-fuel technology as it provides the flexibility and convenience for refueling. Since the vehicles will have the propane tank as well as the existing gasoline, the bi-fuel system significantly extends the mileage range. A propane vehicle's power, acceleration, and cruising speed are the same compared to gasoline-fueled vehicles.

The Alternative Fuel Upgrade is the most advanced alternative fuel upgrade system. Using exclusive plug-and drive technology, the propane system is completely non-invasive to the existing gasoline engine. This uses advanced technology to make the engine run on propane, natural gas or methane. This provides the ability to run on a variety of fuel types. Additionally, the vehicles will retain their ability to run on gasoline. Should a vehicle ever run out of propane while running, the system will automatically and seamlessly switch to gasoline. The system is installed by a specially trained ASE certified mechanic, and the same performance can be expected from using propane as from gasoline. The alternative fuel upgrade is compatible with any vehicle. All of the equipment remains on the vehicle. The system is designed to operate along with the existing vehicle's existing components. By implementing this upgrade, the City will have significant cost savings in their fleet fuel purchasing.

Below, potential savings have been identified for upgrading the twenty (20) Police Department Vehicles to a bi-fuel system.

City of Yorkville Bi-Fuel Savings Analysis

# of Vehicles to Upgrade		20
Police Gasoline Consumption**	19,096	Gallons/year
Equivalent Propane Consumption Gallons/Year	21,072	Gallons/year
Annual Gasoline Cost	\$42,966	
Annual Bi-Fuel Cost	\$24,527	
Annual Cost Savings per Year	\$18,439	

*Based on average annual consumption from years 2013, 2014, and 2015



Appendix 1 - Vehicle Replacement Chargeback Schedule



Vehicle Replacement Chargeback Schedule - Police Capital

Vehicle #	Year	Model	VIN #	Mileage	Department	Fiscal Year Replacement	Estimated Useful Life	Estimated Replacement Cost	Estimated Trade-In Value	Estimate
M-7	2011	Ford Crown Victoria	2003	86,282	Police Capital			\$ 60,000	\$ 13,000	\$
Police Chief Vehicle										
M-2	2006	Chevrolet Impala	0558	88,529	Police Capital	2018	1	\$ 60,000	\$ 10,000	\$
M-2.1	2016	Chevrolet Impala	tbd	-	Police Capital	2028	10	\$ 73,140	\$ 12,190	\$
M-2.2	2027	Chevrolet Impala	tbd	-	Police Capital	2038	10	\$ 89,157	\$ 14,859	\$
Deputy Police Chief Vehicles										
M-20	2005	Chevrolet Tahoe	2189	109,350	Police Capital	2017	-	\$ 60,000	\$ 10,000	\$
M-20.1	2015	Chevrolet Tahoe	tbd	-	Police Capital	2027	10	\$ 73,140	\$ 12,190	\$
M-20.2	2026	Chevrolet Tahoe	tbd	-	Police Capital	2037	10	\$ 89,157	\$ 14,859	\$
M-4	2003	GMC Yukon	1537	96,836	Police Capital	2018	2	\$ 65,000	\$ 10,000	\$
M-4.1	2017	GMC Yukon	tbd	-	Police Capital	2028	10	\$ 79,235	\$ 12,190	\$
M-4.2	2028	GMC Yukon	tbd	-	Police Capital	2038	10	\$ 96,587	\$ 14,859	\$
Detective Vehicles										
M-9	2003	Chevrolet Impala	4284	64,196	Police Capital	2019	3	\$ 57,222	\$ 5,000	\$
M-9.1	2018	Chevrolet Impala	tbd	-	Police Capital	2029	10	\$ 69,753	\$ 6,095	\$
M-9.2	2029	Chevrolet Impala	tbd	-	Police Capital	2039	10	\$ 85,029	\$ 7,430	\$
M-17	2004	Chevrolet Impala	6120	70,147	Police Capital	2018	3	\$ 57,222	\$ 5,000	\$
M-17.1	2018	Chevrolet Impala	tbd	-	Police Capital	2028	10	\$ 69,753	\$ 6,095	\$
M-17.2	2029	Chevrolet Impala	tbd	-	Police Capital	2038	10	\$ 85,029	\$ 7,430	\$
CIT Vehicle										
M-22	2014	Chevy Caprice	5054	2,945	Police Capital	2021	7	\$ 64,441	\$ 13,000	\$
M-22.1	2023	Chevy Caprice	tbd	-	Police Capital	2031	10	\$ 78,554	\$ 15,847	\$
M-22.2	2044	Chevy Caprice	tbd	-	Police Capital	2041	10	\$ 95,756	\$ 19,317	\$
Patrol Vehicles										
M-8	2011	Ford Crown Victoria	2002	119,988	Police Capital		1	\$ 55,000	\$ 8,000	\$
M-8.1	2016	Chevy Caprice	tbd	-	Police Capital	2020	3	\$ 58,366	\$ 13,796	\$
M-8.2	2019	Chevy Caprice	tbd	-	Police Capital	2024	3	\$ 61,939	\$ 14,640	\$
M-8.3	2023	Chevy Caprice	tbd	-	Police Capital	2027	3	\$ 65,730	\$ 15,536	\$
M-8.4	2026	Chevy Caprice	tbd	-	Police Capital	2030	3	\$ 69,753	\$ 16,487	\$
M-8.5	2029	Chevy Caprice	tbd	-	Police Capital	2033	3	\$ 74,023	\$ 17,496	\$



M-7	2011	Ford Crown Victoria	2002	86,282	Police Capital	2017	1	\$	55,000	\$	8,000	\$
M-7.1	2016	Chevy Caprice	tbd	-	Police Capital	2020	3	\$	58,366	\$	13,796	\$
M-7.2	2019	Chevy Caprice	tbd	-	Police Capital	2023	3	\$	61,939	\$	14,640	\$
M-7.3	2023	Chevy Caprice	tbd	-	Police Capital	2026	3	\$	65,730	\$	15,536	\$
M-7.4	2026	Chevy Caprice	tbd	-	Police Capital	2029	3	\$	69,753	\$	16,487	\$
M-7.5	2029	Chevy Caprice	tbd	-	Police Capital	2032	3	\$	74,023	\$	17,496	\$
M-1	2012	Chevrolet Impala	3024	52,683	Police Capital	2019	1	\$	55,000	\$	13,000	\$
M-1.1	2016	Chevrolet Impala	tbd	-	Police Capital	2022	3	\$	58,366	\$	13,796	\$
M-1.2	2019	Chevrolet Impala	tbd	-	Police Capital	2025	3	\$	61,939	\$	14,640	\$
M-1.3	2023	Chevrolet Impala	tbd	-	Police Capital	2028	3	\$	65,730	\$	15,536	\$
M-1.4	2026	Chevrolet Impala	tbd	-	Police Capital	2031	3	\$	69,753	\$	16,487	\$
M-1.5	2029	Chevrolet Impala	tbd	-	Police Capital	2034	3	\$	74,023	\$	17,496	\$
M-10	2012	Chevrolet Impala	5686	62,600	Police Capital	2019	1	\$	55,000	\$	13,000	\$
M-10.1	2016	Chevrolet Impala	tbd	-	Police Capital	2022	3	\$	58,366	\$	13,796	\$
M-10.2	2019	Chevrolet Impala	tbd	-	Police Capital	2025	3	\$	61,939	\$	14,640	\$
M-10.3	2023	Chevrolet Impala	tbd	-	Police Capital	2028	3	\$	65,730	\$	15,536	\$
M-10.4	2026	Chevrolet Impala	tbd	-	Police Capital	2031	3	\$	69,753	\$	16,487	\$
M-10.5	2029	Chevrolet Impala	tbd	-	Police Capital	2034	3	\$	74,023	\$	17,496	\$
M-11	2013	Chevy Tahoe	7658	19,064	Police Capital	2020	1	\$	65,000	\$	16,000	\$
M-11.1	2016	Chevy Tahoe	tbd	-	Police Capital	2023	3	\$	68,979	\$	16,979	\$
M-11.2	2019	Chevy Tahoe	tbd	-	Police Capital	2026	3	\$	73,201	\$	18,019	\$
M-11.3	2023	Chevy Tahoe	tbd	-	Police Capital	2029	3	\$	77,681	\$	19,121	\$
M-11.4	2026	Chevy Tahoe	tbd	-	Police Capital	2032	3	\$	82,436	\$	20,292	\$
M-11.5	2029	Chevy Tahoe	tbd	-	Police Capital	2035	3	\$	87,481	\$	21,534	\$
M-12	2013	Chevy Tahoe	2448	39,780	Police Capital	2020	1	\$	65,000	\$	16,000	\$
M-12.1	2016	Chevy Tahoe	tbd	-	Police Capital	2023	3	\$	68,979	\$	16,979	\$
M-12.2	2019	Chevy Tahoe	tbd	-	Police Capital	2026	3	\$	73,201	\$	18,019	\$
M-12.3	2023	Chevy Tahoe	tbd	-	Police Capital	2029	3	\$	77,681	\$	19,121	\$
M-12.4	2026	Chevy Tahoe	tbd	-	Police Capital	2032	3	\$	82,436	\$	20,292	\$
M-12.5	2029	Chevy Tahoe	tbd	-	Police Capital	2035	3	\$	87,481	\$	21,534	\$
M-14	2013	Chevy Impala	0402	37,685	Police Capital	2020	1	\$	55,000	\$	13,000	\$
M-10.1	2016	Chevrolet Impala	tbd	-	Police Capital	2023	3	\$	58,366	\$	13,796	\$
M-10.2	2019	Chevrolet Impala	tbd	-	Police Capital	2026	3	\$	61,939	\$	14,640	\$
M-10.3	2023	Chevrolet Impala	tbd	-	Police Capital	2029	3	\$	65,730	\$	15,536	\$
M-10.4	2026	Chevrolet Impala	tbd	-	Police Capital	2032	3	\$	69,753	\$	16,487	\$
M-10.5	2029	Chevrolet Impala	tbd	-	Police Capital	2035	3	\$	74,023	\$	17,496	\$



M-15	2014	Chevy Caprice	3259	13,386	Police Capital	2021	2	\$	56,100	\$	13,260	\$
M-15.1	2017	Chevy Caprice	tbd	-	Police Capital	2024	3	\$	59,534	\$	14,072	\$
M-15.2	2020	Chevy Caprice	tbd	-	Police Capital	2027	3	\$	63,178	\$	14,933	\$
M-15.3	2024	Chevy Caprice	tbd	-	Police Capital	2030	3	\$	67,045	\$	15,847	\$
M-15.4	2027	Chevy Caprice	tbd	-	Police Capital	2033	3	\$	71,148	\$	16,817	\$
M-15.5	2030	Chevy Caprice	tbd	-	Police Capital	2036	3	\$	75,503	\$	17,846	\$
M-18	2015	Chevy Tahoe	tbd	-	Police Capital	2022	3	\$	67,626	\$	16,646	\$
M-18.1	2018	Chevy Tahoe	tbd	-	Police Capital	2025	3	\$	71,765	\$	16,979	\$
M-18.2	2021	Chevy Tahoe	tbd	-	Police Capital	2028	3	\$	76,158	\$	18,019	\$
M-18.3	2025	Chevy Tahoe	tbd	-	Police Capital	2031	3	\$	80,819	\$	19,121	\$
M-18.4	2028	Chevy Tahoe	tbd	-	Police Capital	2034	3	\$	85,766	\$	20,292	\$
M-18.5	2031	Chevy Tahoe	tbd	-	Police Capital	2037	3	\$	91,016	\$	21,534	\$
M-6	2015	Chevy Impala	tbd	-	Police Capital	2021	3	\$	57,222	\$	13,525	\$
M-15.1	2017	Chevy Impala	tbd	-	Police Capital	2024	3	\$	60,724	\$	13,796	\$
M-15.2	2020	Chevy Impala	tbd	-	Police Capital	2027	3	\$	64,441	\$	14,640	\$
M-15.3	2024	Chevy Impala	tbd	-	Police Capital	2030	3	\$	68,386	\$	15,536	\$
M-15.4	2027	Chevy Impala	tbd	-	Police Capital	2033	3	\$	72,571	\$	16,487	\$
M-15.5	2030	Chevy Impala	tbd	-	Police Capital	2036	3	\$	77,013	\$	17,496	\$
School Resource Officer (SRO) Vehicles												
M-5	2007	Chevrolet Impala	7933	115,071	Police Capital	2017	1	\$	55,000	\$	5,000	\$
M-5.1	2016	Chevrolet Impala	tbd	-	Police Capital	2027	10	\$	67,045	\$	6,095	\$
M-5.2	2027	Chevrolet Impala	tbd	-	Police Capital	2037	10	\$	81,727	\$	7,430	\$
M-19	2009	Chevrolet Impala	2152	114,173	Police Capital	2017	3	\$	57,222	\$	6,000	\$
M-19.1	2018	Chevrolet Impala	tbd	-	Police Capital	2027	10	\$	69,753	\$	7,314	\$
M-19.2	2029	Chevrolet Impala	tbd	-	Police Capital	2037	10	\$	85,029	\$	8,916	\$
M-16	2015	Chevy Tahoe	tbd	-	Police Capital	2022	9	\$	77,681	\$	8,000	\$
M-16.1	2024	Chevy Tahoe	tbd	-	Police Capital	2032	10	\$	94,693	\$	9,752	\$
M-16.2	2035	Chevy Tahoe	tbd	-	Police Capital	2042	10	\$	115,430	\$	11,888	\$



Vehicle Replacement Chargeback Schedule - Public Works Department											
Vehicle #	Generation	Year	Model	VIN #	Mileage	Department	Fiscal Year Replacement	Estimated Useful Life	Estimated Replacement Cost	Estimated Trade-In Value	Estimated Rep
							Not Replacing				
Y6	1st	2004	Ford F150	A55586	136,060	Water	2011	7	\$ -	\$ 1,000	
Y29	1st	2004	Ford F150	Y29	96,019		2011	7	\$ -	\$ -	
Y11	1st	2002	International 7400 5 Yard	52563	23,118	PW Capital	2012	10	\$ -	\$ 22,000	
Y10	1st	2003	International 7400 5 Yard	83169	20,620	PW Capital	2013	10	\$ -	\$ 21,000	
Y5	1st	2008	Ford F150 4x4 P/U	D16085	57,863	Water	2015	7	\$ -	\$ -	
Public Works Capital (Street Department)											
Y1	1st	2002	Ford 350	D27323	59,033	PW Capital	2017	7	\$ 55,000	\$ 3,000	\$
Y12	1st	2004	International 7400 5 Yard	20059	26,221	PW Capital	2017	10	\$ 160,000	\$ 25,000	\$
Y22	1st	2006	International 7400 six wheeler	218803	47,431	PW Capital	2018	10	\$ 175,000	\$ 35,000	\$
n/a	1st	1998	Towmaster	160456	-	PW Capital	2018	15	\$ 7,000	\$ -	\$
Y19	1st	2004	Ford F350	D64867	70,381	PW Capital	2018	7	\$ 50,000	\$ 8,000	\$
Y25	1st	2007	Ford 250	A47543	34,188	PW Capital	2018	7	\$ 40,000	\$ 6,000	\$
Y27	1st	2007	International 7400 5 Yard	429772	16,151	PW Capital	2019	10	\$ 165,000	\$ 22,500	\$
Y14	1st	2008	Ford F350 Dump	D57177	43,852	PW Capital	2019	7	\$ 50,000	\$ 10,000	\$
Y28	1st	2007	International 7400 5 Yard	429771	16,773	PW Capital	2019	10	\$ 165,000	\$ 22,500	\$
Y23	1st	2006	International 7400 5 Yard	218804	22,591	PW Capital	2020	10	\$ 160,000	\$ 25,000	\$
Y9	1st	2008	International 7400 six wheeler	648496	40,799	PW Capital	2021	10	\$ 175,000	\$ 35,000	\$
Y13	1st	2008	International 7400 5 Yard	648495	15,748	PW Capital	2021	10	\$ 160,000	\$ 25,000	\$
Y21	1st	2005	Freightliner HC80	N04463	17,620	PW Capital	2022	15	\$ 200,000	\$ 85,000	\$
Y31	1st	2007	Ford Explorer	Y31	53,416	PW Capital	2022	7	\$ 55,000	\$ 4,000	\$
Y26	1st	2006	F550 Aerial Lift Truck	C54524	53,190	PW Capital	2023	10	\$ 125,000	\$ 15,000	\$
Y1	2nd	2016	Ford 350			PW Capital	2024	7	\$ 55,000	\$ 3,000	\$
Y15	1st	2015	Peterbilt 6x4 Dump Truck	n/a	-	PW Capital	2025	10	\$ 200,000	\$ 65,000	\$
Y19	2nd	2017	Ford F350			PW Capital	2025	7	\$ 50,000	\$ 8,000	\$
Y25	2nd	2017	Ford 250			PW Capital	2025	7	\$ 40,000	\$ 6,000	\$
Y14	2nd	2018	Ford F350 Dump			PW Capital	2026	7	\$ 50,000	\$ 10,000	\$
Y12	2nd	2016	International 7400 5 Yard			PW Capital	2027	10	\$ 160,000	\$ 25,000	\$
Y22	2nd	2017	International 7400 six wheeler			PW Capital	2028	10	\$ 175,000	\$ 35,000	\$
Y27	2nd	2018	International 7400 5 Yard			PW Capital	2029	10	\$ 165,000	\$ 22,500	\$
Y28	2nd	2018	International 7400 5 Yard			PW Capital	2029	10	\$ 165,000	\$ 22,500	\$
Y31	2nd	2021	Ford Explorer			PW Capital	2029	7	\$ 55,000	\$ 4,000	\$
Y23	2nd	2019	International 7400 5 Yard			PW Capital	2030	10	\$ 160,000	\$ 25,000	\$
Y9	2nd	2020	International 7400 six wheeler			PW Capital	2031	10	\$ 175,000	\$ 35,000	\$
Y13	2nd	2020	International 7400 5 Yard			PW Capital	2031	10	\$ 160,000	\$ 25,000	\$
Y1	3rd	2023	Ford 350			PW Capital	2031	7	\$ 55,000	\$ 3,000	\$
Y25	3rd	2024	Ford 250			PW Capital	2032	7	\$ 40,000	\$ 6,000	\$



Y19	3rd	2024	Ford F350	PW Capital	2032	7	\$	50,000	\$	8,000	\$
n/a	2nd	2017	Towmaster	PW Capital	2033	15	\$	7,000	\$	-	\$
Y14	3rd	2025	Ford F350 Dump	PW Capital	2033	7	\$	50,000	\$	10,000	\$
Y26	2nd	2022	F550 Aerial Lift Truck	PW Capital	2033	10	\$	125,000	\$	15,000	\$
Y15	2nd	2024	Peterbilt 6x4 Dump Truck	PW Capital	2035	10	\$	200,000	\$	65,000	\$
Y31	3rd	2028	Ford Explorer	PW Capital	2036	7	\$	55,000	\$	4,000	\$
Y12	3rd	2026	International 7400 5 Yard	PW Capital	2037	10	\$	160,000	\$	25,000	\$
Y21	2nd	2021	Freightliner HC80	PW Capital	2037	15	\$	200,000	\$	85,000	\$
Y1	4th	2030	Ford 350	PW Capital	2038	7	\$	55,000	\$	3,000	\$
Y22	3rd	2027	International 7400 six wheeler	PW Capital	2038	10	\$	175,000	\$	35,000	\$
Y27	3rd	2028	International 7400 5 Yard	PW Capital	2039	10	\$	165,000	\$	22,500	\$
Y28	3rd	2028	International 7400 5 Yard	PW Capital	2039	10	\$	165,000	\$	22,500	\$
Y25	4th	2031	Ford 250	PW Capital	2039	7	\$	40,000	\$	6,000	\$
Y19	4th	2031	Ford F350	PW Capital	2039	7	\$	50,000	\$	8,000	\$
Y23	3rd	2029	International 7400 5 Yard	PW Capital	2040	10	\$	160,000	\$	25,000	\$
Y14	4th	2032	Ford F350 Dump	PW Capital	2040	7	\$	50,000	\$	10,000	\$
Y9	3rd	2030	International 7400 six wheeler	PW Capital	2041	10	\$	175,000	\$	35,000	\$
Y13	3rd	2030	International 7400 5 Yard	PW Capital	2041	10	\$	160,000	\$	25,000	\$
Y31	4th	2035	Ford Explorer	PW Capital	2043	7	\$	55,000	\$	4,000	\$
Y26	3rd	2032	F550 Aerial Lift Truck	PW Capital	2043	10	\$	125,000	\$	15,000	\$
Y1	5th	2037	Ford 350	PW Capital	2045	7	\$	55,000	\$	3,000	\$
Y15	3rd	2034	Peterbilt 6x4 Dump Truck	PW Capital	2045	10	\$	200,000	\$	65,000	\$
Y25	5th	2038	Ford 250	PW Capital	2046	7	\$	40,000	\$	6,000	\$
Y19	5th	2038	Ford F350	PW Capital	2046	7	\$	50,000	\$	8,000	\$
Y12	4th	2036	International 7400 5 Yard	PW Capital	2047	10	\$	160,000	\$	25,000	\$
Y14	5th	2039	Ford F350 Dump	PW Capital	2047	7	\$	50,000	\$	10,000	\$
Y22	4th	2037	International 7400 six wheeler	PW Capital	2048	10	\$	175,000	\$	35,000	\$
n/a	3rd	2032	Towmaster	PW Capital	2048	15	\$	7,000	\$	-	\$
Y27	4th	2038	International 7400 5 Yard	PW Capital	2049	10	\$	165,000	\$	22,500	\$
Y28	4th	2038	International 7400 5 Yard	PW Capital	2049	10	\$	165,000	\$	22,500	\$
Y23	4th	2039	International 7400 5 Yard	PW Capital	2050	10	\$	160,000	\$	25,000	\$
Y31	5th	2042	Ford Explorer	PW Capital	2050	7	\$	55,000	\$	4,000	\$
Y9	4th	2040	International 7400 six wheeler	PW Capital	2051	10	\$	175,000	\$	35,000	\$
Y13	4th	2040	International 7400 5 Yard	PW Capital	2051	10	\$	160,000	\$	25,000	\$
Y1	6th	2044	Ford 350	PW Capital	2052	7	\$	55,000	\$	3,000	\$
Y21	3rd	2036	Freightliner HC80	PW Capital	2052	15	\$	200,000	\$	85,000	\$
Y19	6th	2045	Ford F350	PW Capital	2053	7	\$	50,000	\$	8,000	\$
Y25	6th	2045	Ford 250	PW Capital	2053	7	\$	40,000	\$	6,000	\$
Y26	4th	2042	F550 Aerial Lift Truck	PW Capital	2053	10	\$	125,000	\$	15,000	\$
Y14	6th	2046	Ford F350 Dump	PW Capital	2054	7	\$	50,000	\$	10,000	\$
Y15	4th	2044	Peterbilt 6x4 Dump Truck	PW Capital	2055	10	\$	200,000	\$	65,000	\$
Y12	5th	2046	International 7400 5 Yard	PW Capital	2057	10	\$	160,000	\$	25,000	\$
Y22	5th	2047	International 7400 six wheeler	PW Capital	2058	10	\$	175,000	\$	35,000	\$
Y27	5th	2048	International 7400 5 Yard	PW Capital	2059	10	\$	165,000	\$	22,500	\$
Y28	5th	2048	International 7400 5 Yard	PW Capital	2059	10	\$	165,000	\$	22,500	\$



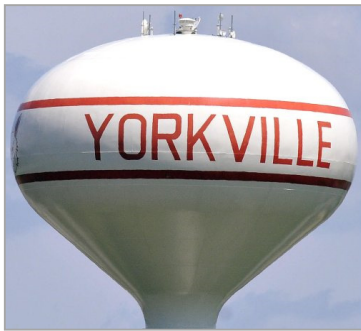
Appendix 2 - Police Department Vehicles for Bi-Fuel Upgrade

		Description	Asset Tag #	Vehicle Description	Engine Type	Year	2013-2015 Avg Mileage	MPG
Police	1	Patrol Sergeant	M-1 / 3024	2012 Chevrolet Impala	V6	2012	23,002	14
	2	Chief	M-2 / 0558	2006 Chevrolet Impala	V6	2006	4,637	13
	3	Deputy Chief	M-3 / 0517	2016 Chevrolet Impala	V6	2016	5,186	15
	4	Deputy Chief	M-4 / 1537	2003 Chevrolet Yukon	V8	2003	5,952	10
	5	S.R.O.	M-5 / 7933	2007 Chevrolet Impala	V6	2007	6,908	13
	6	Patrol	M-6 / 0884	2015 Chevrolet Impala	V6	2015	7,466	14
	7	Patrol	M-7 / 2003	2011 Ford Crown Victoria	V6	2011	25,026	12
	8	Det. Sergeant	M-8 / 1317	2016 Chevrolet Impala	V6	2016	4,326	15
	9	Detective	M-9 / 4284	2003 Chevrolet Impala	V6	2003	7,889	12
	10	Patrol Sergeant	M-10 / 5686	2012 Chevrolet Impala	V6	2012	21,886	14
	11	Patrol Sergeant	M-11 / 7658	2013 Chevrolet Tahoe	V8	2013	14,475	9
	12	Patrol	M-12 / 2448	2013 Chevrolet Tahoe	V8	2013	22,026	9
	13	Patrol	M-14 / 0402	2013 Chevrolet Impala	V6	2013	22,496	14
	14	Patrol	M-15 / 3259	2014 Chevrolet Caprice	V8	2014	18,588	14
	15	Patrol Sergeant	M-16 / 5184	2015 Chevrolet Tahoe	V8	2015	2,758	10
	16	Detective	M-17 / 6120	2004 Chevrolet Impala	V6	2004	5,182	12
	17	Patrol Sergeant	M-18 / 5210	2015 Chevrolet Tahoe	V8	2015	4,766	10
	18	S.R.O.	M-19 / 2152	2009 Chevrolet Impala	V6	2009	10,567	13
	19	Deputy Chief	M-20 / 3189	2005 Chevrolet Tahoe	V8	2005	8,285	9
	20	C.I.T.	M-22 / 5054	2014 Chevrolet Caprice	V8	2014	7,544	14

WATER METER INFRASTRUCTURE

The water meter infrastructure within the City of Yorkville has undergone an initial assessment to evaluate the existing potential of a meter replacement effort for the purposes of revenue recovery. Water meter information was provided by the City. The result of this evaluation indicates a potential loss of revenue through meter inaccuracy. Through implementation of a water meter change out, the City of Yorkville may regain an estimated **40,000,000 – 50,000,000** gallons or **\$288,000 – \$360,000** of billable water annually.

The background data used in the development of this study is based on information provided by the City staff. Below is a table that breaks down the number of water meters currently installed by size:



Number of Meters by Size							
3/4"	1"	1.5"	2"	3"	4"	6"	8"
5587	954	55	114	19	13	3	1
Total 6746							

In order to accurately determine the revenue recovery of water replacement, Leopardo recommends a water meter survey to be completed. This would include sample testing of the existing meters, and taking actual flow measurements. Once meter accuracies are determined, an extensive analysis is performed to determine the potential revenue recovery. The City uses a tiered utility structure that is based on consumption. The analysis shall also analyze three years of historical consumption data to determine an accurate yearly consumption average for all water meter sizes. The three years of data allows for minimization of weather related events that may affect seasonal consumption. This data is checked for inconsistencies and will serve as the baseline consumption for a 12-month period. The data includes:

- account numbers
- service addresses
- mailing addresses
- Customer names
- meter serial numbers
- sizes
- consumption history
- installation dates

This data set serves as not only the consumption baseline but the foundation of the revenue analysis.



WATER METER INFRASTRUCTURE CONTINUED

Once all of the test results are input into the revenue template, the results are then extrapolated across each category breakdown. First, results are applied to the historical consumption records. From that point the base usage is recalculated and removed from billable consumption. After removing the base usage charge, the applied accuracy of the new meters will result in the “Recovered Revenue” due to new meter accuracy. When the calculations are complete we are left with the recovered consumption that will be applied to future revenue through new, more accurate meters. The recovered consumption must also be compared against the current delta of production and consumption billings. It will be reasonable to expect that portion of unbilled water can be recovered through a new meter change-out program.

In addition to the water meter infrastructure study, Leopardo shall also complete a through survey of the City’s pump stations. Pump housing and motors shall be examined, as well as evaluate and propose new monitoring controls. With the City’s interest in a Supervisory Control and Data Acquisition (SCADA) system, Leopardo shall determine the optimal system to best fit the City’s water infrastructure architecture.



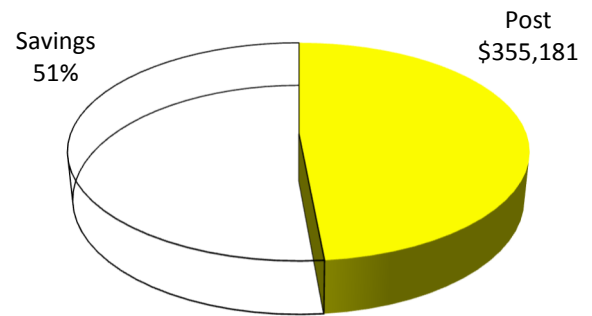
SAVINGS SUMMARY

Based on the conservation measures proposed, the graphics below represent the savings in the buildings.

General Fund – Post Project

Utilities	\$	49,117
Building Maintenance	\$	19,873
Street Lighting	\$	51,935
Fleet Operations	\$	145,789
Fleet Fuel	\$	88,456

Total Savings \$377,005



BUSINESS CASE ANALYSIS

TOTAL PROJECT CASH FLOW AND FINANCIAL ANALYSIS

Energy Savings Performance Contract For United City of Yorkville

Total Project Cost:	\$2,660,550
Amount Financed:	\$2,660,550
Utility Rebates:	\$TBD
Rate of Financing:	2.5%
Term of Financing:	15 Years
Program Cash Flow:	\$4,658,107

Year	Guaranteed Annual Savings	Debt Service Payment	M&V Program	Cash Flow
0	\$119,251	\$0	\$0	\$119,251
1	\$377,005	\$226,915	Included	\$150,090
2	\$379,489	\$226,915	\$12,000	\$140,575
3	\$382,074	\$226,915	\$12,360	\$142,799
4	\$384,762	\$226,915	\$12,731	\$145,117
5	\$387,558	\$226,915	\$13,113	\$147,530
6	\$390,465	\$226,915	\$13,506	\$150,044
7	\$393,489	\$226,915	\$13,911	\$152,663
8	\$396,633	\$226,915	\$14,329	\$155,390
9	\$399,904	\$226,915	\$14,758	\$158,231
10	\$403,305	\$226,915	\$15,201	\$161,189
11	\$406,842	\$226,915	\$15,657	\$164,271
12	\$410,521	\$226,915	\$16,127	\$167,480
13	\$414,347	\$226,915	\$16,611	\$170,822
14	\$418,326	\$226,915	\$17,109	\$174,303
15	\$422,464	\$226,915	\$17,622	\$177,927
16	\$426,768	\$0	\$0	\$426,768
17	\$431,244	\$0	\$0	\$431,244
18	\$435,899	\$0	\$0	\$435,899
19	\$440,740	\$0	\$0	\$440,740
20	\$445,775	\$0	\$0	\$445,775
Total	\$8,266,861	\$3,403,718	\$205,036	\$4,658,107

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between The Fifth Third Leasing Company ("*Lessor*") and the Lessee identified below ("*Lessee*").

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "*Escrow Agreement*" means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) "*Escrow Fund*" means the fund of that name established pursuant to an Escrow Agreement. (f) "*Schedule*" means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the funds of Lessee that are legally available



therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3 Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.

4.4 If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge one and one-half percent per month (1.5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1 In order to provide financing to pay the costs to acquire and install the Equipment ("*Purchase Price*") as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2 Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor ("*Funding Conditions*") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier (as hereinafter defined); (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it



has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3 Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4 If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5 To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1 For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the 10 fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient **to pay its obligations that are subject to annual appropriation**. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but



not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "*Return Date*" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.



9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the



obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1(a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.



14.3 If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "*Code*") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.



17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained in paragraph 17(a) herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any



such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, "*Event of Default*" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for fifteen (15) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment upon seven (7) days' prior notice to Lessee, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the



last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards). Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1 Within two hundred ten (210) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2 Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise



protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.



ILLINOIS ESPC SUMMARY

STATE LEGISLATION

Local Government Energy Conservation Act (50 ILCS 515/1)

The Illinois General Assembly enacted the Local Government Energy Conservation Act (50 ILCS 515/1). This legislation has created opportunities for local governments to pay for comprehensive energy and maintenance improvement programs out of energy and maintenance savings generated by retrofitting their facilities. The following are some additional facts and clarifications on 50 ILCS 515/1:

- The law provides local governments with the ability to obtain additional funds for needed capital improvements.
- **The improvement package must generate enough energy and operating savings to pay for the entire project to the average system life of the energy conservation measure or 20 years, whichever is less.**
- **By using funds budgeted for utility and operating costs, the legislation enables local governments to accomplish necessary building repairs and energy conservation improvements without additional capital outlays.**
- Because these projects are completely based on performance, a local government can select companies and products that will give them the greatest value instead of being forced to use the lowest bids.
- Future maintenance expenses and demands will be reduced because it costs less to maintain new equipment.
- As energy costs continue to rise, the excess funds that become available as a result of this program will continue to increase.

This approach has been particularly beneficial by combining low cost, high-yield energy conservation measures to create a package that addresses needs and fits into the Local Government Energy Conservation Act.

LOCAL GOVERNMENT ENERGY CONSERVATION ACT (50 ILCS 515/)

(50 ILCS 515/1)

Sec. 1. Short title. This Act may be cited as the Local Government Energy Conservation Act. (Source: P.A. 88-173.)

(50 ILCS 515/3)

Sec. 3. Applicable laws. Other State laws and related administrative requirements apply to this Act, including, but not limited to, the following laws and related administrative requirements: the Illinois Human Rights Act, the Prevailing Wage Act, the Public Construction Bond Act, the Public Works Preference Act (repealed on June 16, 2010 by Public Act 96- 929), the Employment of Illinois Workers on Public Works Act, the Freedom of Information Act, the Open Meetings Act, the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, the Local Government Professional Services Selection Act, and the Contractor Unified License and Permit Bond Act. (Source: P.A. 97-333, eff. 8-12-11.)

(50 ILCS 515/4)

Sec. 4. Applicability. In order to protect the integrity of historic buildings, no provision of this Act shall be interpreted to require the implementation of energy conservation measures that conflict with respect to any property eligible for, nominated to, or entered on the National Register of Historic Places, pursuant to the National Historic Preservation Act of 1966, or the Illinois Register of Historic Places, pursuant to the Illinois Historic Preservation Act. (Source: P.A. 94-1062, eff. 7-31-06.)



ILLINOIS ESPC SUMMARY

(50 ILCS 515/5)

Sec. 5. Definitions. As used in this Act, unless the context clearly requires otherwise: "Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by a unit of local government or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:

- (1) Insulation of the building structure or systems within the building.
- (2) Storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.
- (3) Automated or computerized energy control systems.
- (4) Heating, ventilating, or air conditioning system modifications or replacements.
- (5) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable State or local building code for the lighting system after the proposed modifications are made.
- (6) Energy recovery systems.
- (7) Energy conservation measures that provide long-term operating cost reductions.

"Guaranteed energy savings contract" means a contract for:

- i. the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures; (ii) the evaluation and recommendation of energy conservation measures; (iii) the implementation of one or more energy conservation measures; and (iv) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy-related operating costs. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures. Energy savings may include energy reduction and offsetting sources of renewable energy funds including renewable energy credits and carbon credits.

"Qualified provider" means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this paragraph shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the unit of local government for its faithful performance.

"Request for proposals" means a competitive selection achieved by negotiated procurement. The request for proposals shall be announced through at least one public notice, at least 14 days before the request date in a newspaper published in the territory comprising the unit of local government or, if no newspaper is published in that territory, in a newspaper of general circulation in the area of the unit of local government, from a unit of local government that will administer the program, requesting innovative solutions and proposals for energy conservation measures. Proposals submitted shall be sealed. The request for proposals shall include all of the following:

- (1) The name and address of the unit of local government.
- (2) The name, address, title, and phone number of a contact person.
- (3) Notice indicating that the unit of local government is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract.
- (4) The date, time, and place where proposals must be received.
- (5) The evaluation criteria for assessing the proposals.
- (6) Any other stipulations and clarifications the unit of local government may require.

"Unit of local government" means a City, township, municipality, or park district.

(Source: P.A. 96-1197, eff. 7-22-10.)



ILLINOIS ESPC SUMMARY

(50 ILCS 515/10)

Sec. 10. Evaluation of proposal. Before entering into a guaranteed energy savings contract under Section 15, a unit of local government shall submit a request for proposals. The unit of local government shall evaluate any sealed proposal from a qualified provider. The evaluation shall analyze the estimates of all costs of installations, modifications, or remodeling, including, without limitation, costs of a pre- installation energy audit or analysis, design, engineering, installation, maintenance, repairs, debt service, conversions to a different energy or fuel source, or post-installation project monitoring, data collection, and reporting. The evaluation shall include a detailed analysis of whether either the energy consumed or the operating costs, or both, will be reduced. If technical assistance is not available by a licensed architect or registered professional engineer on the unit of local government's staff, then the evaluation of the proposal shall be done by a registered professional engineer or architect who is retained by the unit of local government.

Any licensed architect or registered professional engineer evaluating a proposal under this Section may not have any financial or contractual relationship with a qualified provider or other source that would constitute a conflict of interest. The unit of local government may pay a reasonable fee for evaluation of the proposal or include the fee as part of the payments made under Section 20. (Source: P.A. 94-1062, eff. 7-31-06.)

(50 ILCS 515/15)

Sec. 15. Award of guaranteed energy savings contract. Sealed proposals must be opened by a member of the unit of local government's governing body or an employee of the unit of local government at a public opening at which the contents of the proposals must be announced. **Each person or entity submitting a sealed proposal must receive at least 10 days notice of the time and place of the opening. The unit of local government shall select the qualified provider that best meets the needs of the unit of local government. The unit of local government shall provide public notice of (i) the meeting at which it proposes to award a guaranteed energy savings contract, (ii) the names of the parties to the proposed contract, and (iii) the purpose of the contract. The public notice shall be made at least 10 days prior to the meeting.** After evaluating the proposals under Section 10, a unit of local government may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in either energy or operational costs, or both, within a 10 year period from the date of installation, if the recommendations in the proposal are followed. (Source: P.A. 88-173.)

(50 ILCS 515/20)

Sec. 20. Guarantee. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the unit of local government for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the unit of local government for the installation and the faithful performance of all the measures included in the contract. **The guaranteed energy savings contract may provide for payments over a period of time, not to exceed 20 years from the date of the final installation of the measures. (Source: P.A. 96-1197, eff. 7-22-10.)**

(50 ILCS 515/25)

Sec. 25. Installment payment contract; lease purchase agreement. A unit of local government, or units of local government in combination, may enter into an installment payment contract or lease purchase agreement with a qualified provider or with a third party, as authorized by law, for the funding or financing of the purchase and installation of energy conservation measures by a qualified provider. Every unit of local government may issue certificates evidencing the indebtedness incurred pursuant to the contracts or agreements. Any such contract or agreement shall be valid whether or not an appropriation with respect thereto is first included in any annual or supplemental budget adopted by the unit of local government. Each contract or agreement entered into by a unit of local government pursuant to this Section shall be authorized by official action of the unit of local government's governing body. The authority granted under this Section is in addition to any other authority granted by law.

ILLINOIS ESPC SUMMARY

If an energy audit is performed by an energy services contractor for a unit of local government within the 3 years immediately preceding the solicitation, then the unit of local government must publish as a reference document in the solicitation for energy conservation measures the following:

- (1) an executive summary of the energy audit provided that the unit of local government may exclude any proprietary or trademarked information or practices; or the energy audit provided that the unit of local government may redact any proprietary or trademarked information or practices.

A unit of local government may not withhold the disclosure of information related to (i) the unit of local government's consumption of energy, (ii) the physical condition of the unit of local government's facilities, and (iii) any limitations prescribed by the unit of local government.

The solicitation must include a written disclosure that identifies any energy services contractor that participated in the preparation of the specifications issued by the unit of local government. If no energy services contractor participated in the preparation of the specifications issued by the unit of local government, then the solicitation must include a written disclosure that no energy services contractor participated in the preparation of the specifications for the unit of local government. The written disclosure shall be published in the Capital Development Board Procurement Bulletin with the Request for Proposal. (Source: P.A. 95-612, eff. 9-11-07; 96-1197, eff. 7-22-10.)

(50 ILCS 515/30)

Sec. 30. Term; budget and appropriations. Guaranteed energy savings contracts may extend beyond the fiscal year in which they become effective. **The unit of local government shall include, in its annual budget and appropriations measures for each subsequent fiscal year, any amounts payable under guaranteed energy savings contracts during that fiscal year.** (Source: P.A. 88-173.)

(50 ILCS 515/35)

Sec. 35. Operational and energy cost savings. The unit of local government shall document the operational and energy cost savings specified in the guaranteed energy savings contract and shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the guaranteed energy savings contract, the qualified provider shall pay the difference as provided in Section 20. (Source: P.A. 88-173.)

(50 ILCS 515/40)

Sec. 40. Available funds. A unit of local government may use funds designated for operating or capital expenditures for any guaranteed energy savings contract, including purchases using installment payment contracts or lease purchase agreements. A unit of local government that enters into such a contract or agreement may covenant in the contract or agreement that payments made under the contract shall be payable from the first funds legally available in each fiscal year. (Source: P.A. 88-173.)

(50 ILCS 515/45)

Sec. 45. Funding. State aid and other amounts appropriated for distribution to or reimbursement of a unit of local government shall not be reduced as a result of energy savings realized from a guaranteed energy savings contract or a lease purchase agreement for the purchase and installation of energy conservation measures. (Source: P.A. 88-173.)

(50 ILCS 515/75)

Sec. 75. (Amendatory provisions; text omitted). (Source: P.A. 88-173; text omitted.)

(50 ILCS 515/99)

Sec. 99. This Act takes effect upon becoming a law. (Source: P.A. 88-173.)

NEXT STEPS

Request for Proposals

The next step in the process leading to a fully developed energy savings performance contract, per 50 ILCS 515/1, is the release of a request for proposals/qualifications for performance contracting services. Leopardo's energy savings performance contracting proposal is an iterative process that takes into consideration the needs and wants of the City.

Leopardo will develop the scope of the development project based on the energy savings and financial goals of the City. This process will lead to a fully-developed project with firm pricing for each and every ECM investigated, and the payback/energy savings guarantee criteria spelled out in a straight forward manner.

Energy Conservation Measures

The product of this process is an investment grade audit addressing all City buildings identified as having potential in the preliminary study and as directed by the City. This audit will look at all the equipment and the infra-structure as a whole. The main areas of concern are:

- Lighting (Interior and Exterior)
- Heating Equipment
- Cooling Equipment
- Heating and Cooling Controls
- Lighting Controls
- Building Envelope
- Water Conservation
- Water Meter Upgrades
- And will give consideration to Renewable Energy Options

Leopardo will commit a team of engineers and a project manager who will analyze each potential improvement measure. The analysis will be a fully developed and firm bid project backed document providing the City with a dynamic report that will illuminate the cost/benefit of each ECM identified by the team. Using this analysis the City's leadership team will pick and choose the most beneficial set of ECMs that will serve the goals of the City. The proprietary spreadsheet that will be used in the decision making process allows multiple what-if scenarios to be developed and will demonstrate clearly the benefits that will accrue as the result of implementation for any combination of improvement measures. As a part of this phase, the developed ECM sheet will be optimized for the desired outcome of the project and a final project will be identified and adopted.

TIMELINE

- | | |
|---|-------------------------|
| ▪ Initial Meeting to Public Works Committee | 04/19/2016 |
| ▪ Feasibility Stage | 04/20/2016 – 11/23/2016 |
| ▪ Presentation to Internal Team | TBD |
| ▪ Presentation to Public Works Committee | 12/20/2016 |
| ▪ City Council issues approval for RFQ for ESPC | 01/24/2017 |
| ▪ Legal Advertisement | Week of 1/30/2017 |
| ▪ RFQ Preview Meeting | 02/08/2017 |
| ▪ Submission of Proposals/Qualifications | 03/03/2017 |
| ▪ Provider Selected | 03/17/2017 |
| ▪ Scope/Contract Negotiation | 03/20/2017 – 04/28/2017 |
| ▪ Contract Presented to City Board for Approval | 05/09/2017 |
| ▪ Final Design, Permits, Equipment Ordering, etc. | (6-8 week turn time) |
| ▪ Project Installation Begins | Middle to End of June |

NEXT STEPS

A.RFP ESPC LEGAL ADVERTISEMENT

Legal Notice

The United City of Yorkville is requesting proposals/qualifications from interested and qualified Energy Savings Performance Contractors for the implementation of a Guaranteed Energy Conservation Program utilizing the Local Government Energy Conservation Act (50 ILCS 515/1) Performance Contracting Legislation for City facilities. All qualified firms interested in providing the specified contracting services should contact the Public Works Director to obtain the required information package on 02/18/2017. All responses are due by 2 PM on 03/03/2017.

For information contact:

Eric Dhuse

Public Woks Director

(630) 553-4370

By Order of The City of Yorkville

Advertisement Date – Resolution Date



United City of Yorkville, Illinois

REQUEST FOR PROPOSALS/QUALIFICATIONS OF ENERGY SERVICE PROVIDERS FOR SELF FUNDING ENERGY EFFICIENCY IMPROVEMENTS

A. GENERAL BACKGROUND AND PROJECT GOALS

Purpose

The United City of Yorkville (Owner) is requesting proposals for the identification, design, and implementation of energy efficiency improvements on a self funding performance-contracting basis in accordance with Local Energy Conservation Act (50 ILCS 515/1).

The purpose for issuing this request is to identify and select a qualified provider, or energy services company, to perform the implementation of an energy savings performance contract.

Suppliers shall be able to provide comprehensive design-build construction, building management and energy services, including, but not limited to, the performance of investment grade energy audits, the program design by in-house professional engineers, selection of energy conservation measures, and installation of energy efficient systems, ongoing support and training services, assistance in securing financing for the transaction, and accountability for system performance, measurement and verification, and cost of operations savings.

Responses should be technically creative regarding modernization, energy conservation, energy management, maintenance, training, and overall service.

Qualified responders must have the below minimum qualifications:

1. Have in-house design/build installation capabilities with three (3) State of Illinois municipal project examples of similar size and scope that were competitively bid.
2. In-house engineering team to design all solutions with registered Professional Engineer (P.E.), Certified Energy Manager (CEM), at least one (1) LEED Accredited Professional, and minimum of four (4) engineers insuring accountability for customer design.
3. In-house dedicated retro-commissioning and service team shall have sufficient service vehicles available to complete the project as provided in the work schedule approved by the City.
4. Utilize in-house employees for project installations in such areas as controls, lighting, mechanical installations, service, retro-commissioning, and audits resulting in greater purchasing power for the customer.
5. Provider must have proof of twenty five (25) years in business showing stability.

Overview of Goals and Objectives

The Owner expects to achieve the following goals and objectives by entering into a guaranteed energy services contract with the selected provider:

1. Reduce operating costs to reinvest in deferred maintenance areas
2. Improve environmental conditions for employees and visitors to the facilities
3. Improve maintenance and operation of the facilities
4. Provide better working conditions in the identified facilities
5. Preserve capital funds for other requirement

Included Facilities

The Owner desires to implement the performance based contract at the following locations:

1. City Hall & Police Department
2. Beecher Community Center
3. Parks & Recreation
4. Parks Maintenance
5. Public Works
6. Library
7. Street Lighting
8. Fleet Services

Potential respondents must attend the bid preview meeting and facility tour to be eligible to respond to this request. The date for the preview meeting and facility tour is February 8th, 2017 at 9:00 AM at the City Office Building located at 800 Game Farm Road, Yorkville, IL 60560. A research information packet outlining square footage, utility data and related information for each facility will be supplied to interested vendors at this meeting.



Qualification Process

The selection of the qualified respondents will be based on the responses to this request and the ability of the provider to best meet the needs of the Owner. The Owner reserves the right to accept or reject any offeror's proposal based on its sole determination of its best interests. This request is not an offer to contract. Acceptance of a proposal neither commits the Owner to award a contract to any vendor, even if all requirements stated in this request are met, nor limits our right to negotiate in our best interests. The Owner reserves the right to contract with a vendor for reasons other than lowest price. After selecting an energy service provider, the Owner intends to negotiate a performance based contract agreement with the selected provider.

Selection Process and Timing

The following process will be used to select the preferred energy services provider.

Legal Advertisement	Week of 1/30/2017
Preview Meeting	2/08/2017
Site Surveys	2/08/2017
Submission of Proposal	3/03/2017
Selection/Notification to Provider	3/17/2017
Contract Presented to count board for approval	5/09/2017

Contact and Response Deadline

In order to be considered, respondents must submit a complete and thorough response to this request. One original and four (4) copies (total of five (5) responses) must be submitted to the Owner at or before 2:00 p.m. CST on 3/03/2017. Responses must be submitted in a sealed envelope and clearly marked "ENERGY SAVINGS PROPOSAL." To ensure that your response is received before the deadline, either hand deliver or send submittal by registered mail to:

City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560

All submissions become the property of the United City of Yorkville, and will not be returned to the vendor. All costs associated with the submission preparation will be the responsibility of the submitting ESCO and will not be reimbursed by the City. **NO EXTENSIONS TO THE ABOVE TIMELINE WILL BE GRANTED OR DISCUSSED.**

Response Preparation and Completeness

An authorized representative of the offeror shall sign responses. All information requested must be submitted and organized using the letter and number format as listed below to assist the Owner in the qualification and evaluation process. Submission of e-mail and/or fax responses will not be considered and will result in elimination of a response otherwise received timely and in accordance with directions. Failure to submit all information as requested may result in the requester requiring immediate submission of the missing information within 24 hours from the requested notification, reducing the score for that component of the response and / or elimination of the respondent from consideration. Emphasis should be placed on completeness and clarity of content. Inclusion of unrelated or unrequested materials that do not address the attached format shall be considered unresponsive. Proposals received after the designated deadline will be returned unopened. Should such proposal(s) be opened inadvertently the Owner reserves the right to retain a copy for the files of the Owner.

Confidentiality

Upon receipt, the proposals shall become the property of the Owner. Ownership of all data, materials, and documentation originated and pursuant to this request shall be subject to public inspection in accordance with prevailing public access laws. Trade secrets or proprietary information submitted by an offeror must be so identified on each page on which it is found and shall not be subject to public disclosure. The Owner may obtain clarifications from the respondent or its contractors at any time.

B. REQUEST FOR PROPOSAL FORMAT AND SPECIFICATIONS

Each company must provide an energy conservation report as detailed below. The report must include certification under a registered professional engineer's seal that the report uses reasonable methods of analysis and estimation.

Executive Summary

Responses shall include a summary overview of the respondent's proposal, approach and other pertinent information. The binding authority in the management of the firm must sign the summary overview.



Company Qualifications and Financial Strength

Company Profile / Product Independence

1. Provide information specifying legal business classification, state of incorporation, audited annual report and summary of financial strength.
2. Address the company's ability to fulfill the financial guarantee terms and duration of the performance based contract. Include a summary of the extent and stability of business operations related to installation services for the last twenty five (25) years.
3. If the firm is a factory owned branch, specify the legal business classification, state of incorporation and where legal contracts will be executed. Specific information about the business unit (the specific branch, division, or office responding to this RFP only), project team and management dedicated to ensuring project performance as well as the ESCO will be evaluated. Inclusion of information on projects performed or developed outside of responding branch or office will not be considered.
4. Indicate whether the response is being submitted on behalf of a parent company (List any division or branch offices to be involved in this project); division (attach separate list if more than one is to be included); subsidiary; or branch office. Include the name, address, city, state, and zip code.
5. Address the firm's representation or affiliation with the manufacturing or installation of any line of energy related equipment, which may be utilized in this project. Specify what that equipment is and how it may impact the project.
6. Corporate Data - Indicate how many years your firm has been in business under its present business name. Provide the total number of employees of the responding branch only. Please identify the number of personnel or resources that are capable of supporting the project in the responding branch office. Give the name and address of the primary individual responsible for contract negotiation as well as all persons with authority for contract execution. This person should reside in responding branch.

Project Team and Experience

1. Provide a project team organizational chart including roles and responsibilities. Include concise resumes of company employees who will work on this project. Include resume(s) of a minimum of one (1) in-house Professional Engineer(s).
2. Include resumes of a minimum of one (1) in-house LEED AP professional and one (1) Certified Energy Manager (CEM). Include copies of certification licenses for each.
3. Briefly describe the relevant experience and qualifications for those team members (no more than 10 individuals) who will be directly responsible for design and implementation of this project. Please include individual resumes as attachments for review. All members should reside in responding branch, Corporate or regional support will not be accepted, please indicate location of each respondent.
4. Provide information on construction management capabilities with resumes.
5. Provide a listing of service and installation capabilities of your firm.
6. Provide a reference list identifying at least three (3) City/municipality projects. This list should include the project name, location, and scope of work and owner reference including contact name and phone number. These references should be by responding branch only. Reference from outside offices or corporate reference will not be accepted.
7. Identify all projects that did not meet the energy guarantee or have resulted in litigation. Providers not listing all outstanding litigation on guaranteed energy savings performance contracts will be rejected without further consideration. Identify the reasons!

Insurance and Bonding

1. Include evidence that the firm is able to provide a 100% project value performance bond for its faithful performance of the installation.
2. As an indication of your firm's financial stability provide your firm's cost of performance and payment bond per thousand dollars of contract value.
3. Include evidence that the firm is able to provide and maintain for the life of the contract insurance in the amounts of:
 - A. Commercial and general liability in amount not less than \$1,000,000 each occurrence.
 - B. Comprehensive automotive liability in amount not less than \$1,000,000 each occurrence.
 - C. Workman's compensation insurance not less than \$1,000,000 each occurrence.
 - D. Excess liability not less than \$3,000,000.



2. Technical Approach, Energy Efficiency and Energy Conservation Measures.

1. Total turnkey project to include: project development, design, implementation, project management, financing, measurement and verification, and training.
2. Responses should include a detailed approach to meeting the goals and objectives for the facilities. Provide a measurement and verification plan in accordance with the international protocol, including the plan for execution identifying responsible parties. Provide an overview of the technical approach that is used to identify, evaluate and recommend energy conservation measures (ECMs).

3. Financial Approach

The respondent should describe financial alternatives that will responsibly maximize the net economic benefit and minimize financial risk.

A. Financing Sources

Provide descriptions of the sources and types and costs of financing available and recommended for use in this program.

B. Penalties and Other Costs

Indicate any penalties or other costs that will be assessed in the event the decision is made not to proceed with this project at any point prior to mutual approval of a Contract Agreement.

C. Savings

Describe the basis of cost of operations savings, its execution, and the methods of auditing

D. Financial Model

1. Include the procedure for calculation of savings with related cost adjustments.
2. Include the procedure for handling excess savings.
3. Include the procedure for handling project delays and related cost adjustments

4. Services

1. Operation and Maintenance / Partnership Plan – As part of this response provide pricing for three years of preventive maintenance for referenced facilities. Describe how cost effective maintenance strategies for the installed ECMs maximize savings performance. Identify and describe the roles and requirements of maintenance services.
2. Provide the estimated costs of annual reconciliation statements, measurement and verification and any required on-going services.
3. Provide information on your firm's ability to provide gas, electric and/or other innovative energy services.

5. Ability to Self-Perform / Other Benefits

1. Define what aspects of the proposal could be self-performed by your company.
2. List proposed scope/trade work that would be subcontracted and your plan of utilizing sub-contractors.

Other Benefits:

Describe any other benefits your firm can bring to the energy services program.

Advertisement for Request for Proposals

The owner will be receiving responses to this request from companies interested in providing an Energy Savings Program per State of Illinois legislation.

Responses will be due by 2:00 P.M. CST on 03/03/2017:

City Contact

Eric Dhuse
Public Works Director
Phone: 630.553.4370

All questions concerning this request must be directed to the above contact. Contacting elected officials will result in elimination from consideration as a qualified provider. The Owner reserves the right to accept the proposals/qualifications that, in its opinion, best serves the interest of the Owner.

