



CITY OF GENEVA

SOLID WASTE SERVICES

CONTRACT

FOR

July 1, 2013 – June 30, 2018

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of May, 2013, by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois, known as the party of the first part, hereinafter designated as the Owner, and _____

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans prepared by the said Owner are intended to cooperate and all specifications, plans, drawings and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans drawings or prints, the same as though the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case any question may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all equipment and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

The Contractor agrees to pay all laborers, workmen and mechanics performing work under this contract not less than the current prevailing rate of wages and to post such wage rates in a prominent and easily accessible place at the work site.

It is also understood and agreed that the Special and General Provisions, Specifications, Proposal, Contract Bond and Plans for SOLID WASTE SERVICES dated May 2013 hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

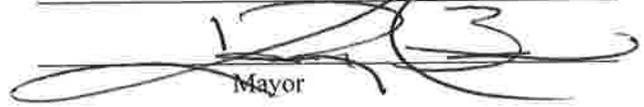
CONTRACT

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have set their hands and seals.

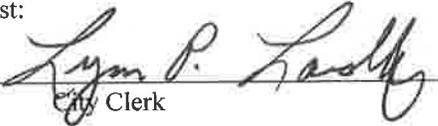
For the City of Geneva
Party of the First Part

Kevin R. Bucas

By


Mayor

Attest:

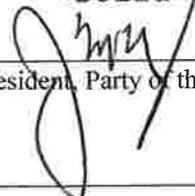

City Clerk

For the Contractor
Party of the Second Part

(If a Corporation)

Corporate Name Advanced Disposal Services
~~Solid Waste Midwest, LLC~~

By


President, Party of the Second Part

(If a Co-Partnership)

(SEAL)

(SEAL)

(SEAL)

Secretary
(Corporate Seal)

Partners doing business under the firm name of

(SEAL)

Party of the Second Part

(If an Individual)

(SEAL)

(SEAL)

Party of the Second Part

CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC,
a corporation organized under the laws of the State of WISCONSIN and licensed to do business
in the State of Illinois, as Principal, and ARGONAUT INSURANCE COMPANY a corporation and
existing under the laws of the State of ILLINOIS, with authority to do business in the State of
Illinois, as Surety, are held and firmly bound unto the City of Geneva, State of Illinois in the penal sum of
THREE HUNDRED THOUSAND AND
NO/100*****dollars (\$ 300,000.00), lawful money of the United States, well and truly
to be paid unto said City of Geneva for the payment of which we bind ourselves, our successors and assigns,
jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered
into a written contract with the City of Geneva, Illinois, which is a municipal corporation and acts through the Mayor
and City Council for the construction of the work designated

SOLID WASTE SERVICES CONTRACT FOR JULY 1, 2013 – JUNE 30, 2018

which contract hereby is referred to and make a part of hereof, as if written herein at length, and whereby the said
Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has
promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such
Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to
any person, firm, company or corporation suffered or sustained on account of the performance of such work during
the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to
the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal,
subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit
may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such
money.

CONTRACT BOND (Corporation)

NOW THEREFORE, If the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of construction such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid City of Geneva, Illinois harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this 6th day of

May, A.D. 20 13.

Kevin R Burns

By [Signature]
Mayor

Attest:

[Signature]
City Clerk

IN WITNESS WHEREOF, We have

duly executed the foregoing

Obligation this 17TH

day of MAY, A.D. 20 13.

Corporate Name ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

By [Signature]
~~President~~ Deputy General Counsel

Attest [Signature]
Secretary

ARGONAUT INSURANCE
Surety COMPANY (SEAL)

By [Signature] (SEAL)
Attorney in Fact
JANICE H. FENNELL

By _____ (SEAL)
Attorney in Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 6th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Richard C. Rose, Jeremy C. Rose, Janice H. Fennell, Tara W. Mealer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$25,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 15th day of June, 2012.

Argonaut Insurance Company

by: _____

Michael E. Arledge, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 15th day of June, 2012 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17TH day of MAY, 2013

Joshua C. Betz, Vice President



SECRETARY'S CERTIFICATE

This Secretary's Certificate is delivered pursuant to that certain Request for Proposals for non-hazardous solid waste collection, recycling collection and/or disposal services dated _____ issued by the City/County of _____ (the "RFP"). On behalf of _____ (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.

Table with 2 columns: Name, Title. Lists officers such as Charles C. Appleby (Chief Executive Officer), Walter H. Hall, Jr. (Chief Operating Officer), and others.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 5-21-13.

[Signature] Secretary/Assistant Secretary

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 21 day of May, 2013 by Christian B. Mills. He/She is personally known to me or has produced a driver's license as identification.

NOTARY SEAL



Notary: [Signature]
Print Name: JENNIFER L. TAYLOR
Notary Public, State of Florida

NOTICE TO BIDDERS

The Cities of Geneva and Batavia are working together to seek bids for their respective SOLID WASTE SERVICES programs until ten o'clock A.M. (10:00 A.M.), Wednesday, March 27, 2013 at the **City Hall in the City of Geneva, 22 S. First Street, Geneva IL 60134**, at which time and place **all bids for both communities** will be publicly opened and read aloud.

These bids involve: Providing the Cities of Geneva and Batavia with separate "SOLID WASTE SERVICES" programs per the respective attached specifications. This will be through separate Five (5) Year Renewable Contracts.

Both sets of bid documents are available at the Public Works Building in the City of Geneva, 1800 South Street, Geneva IL 60134 and at the Public Works Building in the City of Batavia, 200 N. Raddant Road, Batavia IL 60510. Electronic versions of bid documents and addendums are available at www.geneva.il.us and www.cityofbatavia.net

No bid shall be withdrawn after opening of bids without the consent of either the City of Geneva or the City of Batavia as applicable for a period of forty-five (45) days after the scheduled time of opening bids.

The Cities of Geneva and Batavia reserve the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to them.

Any questions regarding the City of Geneva program can be directed to Dan Dinges, Public Works Director, (630) 232-1501. Any questions regarding the City of Batavia program can be directed to Scott Haines, Street Superintendent, (630) 454-2421.

INSTRUCTIONS TO BIDDERS

1. PROPOSALS

- a) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the respective Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract.
- b) Proposals must be completed on the accompanying blank forms. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the Municipality for which the bid is being submitted and the date and time of the bid opening.
- c) Bid prices must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the bid prices, predicated on the figured prices, will be taken as the intention of the bidder.
- d) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements set forth herein. The bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.
- e) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the respective Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.
- f) Permission will not be given for the withdrawal of any bid or proposal for a period of forty-five (45) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.
- g) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

2. BIDDER'S DUTIES

- a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form and the requirements set forth herein, and that he has familiarized himself with all of the local conditions affecting the contract and understands that in making this proposal he waives all right to plead any misunderstandings regarding the same.
- b) If any person contemplating submitting a bid for either of the proposed contracts is in doubt as to the true meaning of any part of the requirements set forth herein, he may submit to the City of Geneva or the City of Batavia a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The respective Municipality will not be responsible for any other explanation or interpretation of the proposal documents.
- c) The Bidder further understands and agrees that if his Proposal is accepted by the respective Municipality, he is to furnish and provide all necessary resources to complete the work in the manner and at the time herein prescribed, and in accordance with the requirements set forth herein.
- d) The Bidder further agrees that if the respective Municipality elects alter the program as described herein, he will perform the work as altered, increased or decreased.
- e) The Bidder further agrees that the respective Municipality may at any time during the progress of the work covered by this Contract order other work or materials that are not included in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract. This work shall be performed as extra work.

3. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with the respective Municipality, or whose surety is a defaulter upon any obligation in the Municipality.

4. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By _____."

If such a bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the respective Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

5. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the respective Municipality's Clerk's office for public inspection and shall remain there as provided by Statute.

6. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the respective Municipality to accept.

7. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form in strict conformance with the requirements set forth herein. No proposal will be considered except those submitted in this manner. Awards may be made on the following basis only:

The entire work as a single contract.

Awards if any, will be made only upon the basis, which in the judgment of the respective Municipality will be most advantageous to it and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

8. RIGHT TO REJECT BIDS

The respective Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

9. TAXES

The price indicated on the bid form shall include all applicable costs to the respective Municipality including delivery, handling charges, taxes etc. The City is exempt by law from Federal Excise Tax and State Sales Tax

BASE CONTRACT

I. PURPOSE

It is the intent of this agreement to obtain clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from properties throughout the City. While the City recognizes that any collection service involves minor customer operating issues, the intent of this agreement is to ensure that any such operating issues are corrected as soon as possible.

II. PROJECT DESCRIPTION

This contract is for a five (5) year period. The Contractor will be responsible for performing all tasks as described herein.

The City of Geneva includes an estimated 7,100 disposal units total for 2013 with a small annual increase in subsequent years. These units include single-family and multi-family units. A graphic of the City of Geneva boundary has been attached.

The City of Batavia includes an estimated 8,500 disposal units total for 2013 with a small annual increase in subsequent years. These units include single-family and multi-family units. A graphic of the City of Batavia boundary has been attached.

III. GENERAL PROVISIONS

1. DEFINITIONS

For the purposes of this contract, definitions of certain terms shall be as listed below. Other terms shall be defined within applicable subsections.

"Refuse" shall mean all discarded and unwanted putrescible and non-putrescible 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, except to the extent otherwise recyclable, all combustible and non-combustible waste materials resulting from the usual routing of 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 and catalogs; boxes and cartons; cold ashes; furniture, furnishing, and fixtures; household appliances of all kinds; tires; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. "Live" Christmas trees shall not be considered refuse during annual Christmas tree collection, and shall not require a sticker. A "live" Christmas tree may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag nor have its branches bundled.

For the purposes of this contract, the terms "garbage", "refuse", "rubbish", "solid waste", "trash", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

“Recyclables” or **“Recyclable Material(s)”** shall mean at a minimum newsprint (ONP); aluminum cans; steel cans, empty aerosol cans, paint cans, oversize cans; glass bottles and jars (flint, amber and green); all P.E.T. (Polyethylene terephthalate) plastic containers; all H.D.P.E. (High density polyethylene) plastic containers (oil containers excluded); L.D.P.E. (Low density polyethylene); P.V.C. or vinyl (polyvinyl chloride); P.P. (Polypropylene) ice cream tubs, margarine tubs; Other (mixed resins) plastic packaging, rigid six twelve pack rings, etc.; all chipboard (box board); all corrugated cardboard cut into pieces no larger than 3' x 3' (OCC and kraft paper); coated paper (magazines and catalogs); mixed paper (white ledger, color ledger, computer paper, phone books and junk mail; gable-top cartons (coated milk and juice container); multi-layered juices boxes.

“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, pines cones and crab apples); and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. “Live” Christmas trees shall also be considered yard waste. Sod and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse unless the composting facility will accept it.

“Household Construction and Demolitions Debris” or **“Debris”** shall mean waste materials from “do it yourself”- scale interior and exterior household construction, remodeling and repair projects, including, but 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 disposal 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. Materials not conforming shall be subject to special collection requirements as specified herein.

“Stop” shall have different meanings, as follows:

- (1) For the purposes of collection from any single-family detached, duplex, and single-family attached (townhouse) or multi-family dwellings (which are not located within a complex where refuse generated from the residents is placed in common waste container, i.e. a dumpster or roll-off); the term “stop” shall be synonymous with the term “household”. In this instance, single households will be counted for the purposes of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables and yard waste to be collected.
- (2) For the purposes of collection from any multi-family dwellings serviced by a common waste container (i.e. dumpster or roll-off),

the term "stop" shall be synonymous with the term "refuse area" (i.e. partially enclosed area where dumpsters are placed - most complexes have several designated "refuse areas"). In this instance, single "refuse areas" will be counted as a stop for the purpose of defining the extent of collection services to be provided and of determining the amount of refuse and recyclables collected.

"Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

"Large Household Item" (also known as "bulk item") shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, similar furniture, and car tires only. "White goods", including those containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls) shall all fit within this definition.

"Disposal Unit" shall have different meanings, as follows:

- (1) For the purpose of single-family and multi-family refuse collection, a "disposal unit" shall mean one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing "refuse" or "household construction and demolition debris" as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is placed in a container that does not exceed two (2) feet in diameter, four (4) 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 is 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.
- (2) For the purposes of yard waste collection a "disposal unit" shall mean one (1) 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 one (1) securely tied bundle 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; neither of which contains branches exceeding three (3) inches in diameter. A "live" Christmas tree shall also be considered one (1) disposal unit, and may exceed the dimension

and weight limitations herein, and need not be placed in a yard waste bag or have its branches bundled.

2. SCOPE OF WORK

The Contractor shall be responsible for (a) all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, (b) landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste from every residence within the corporate limits of the City for the duration of this contract, except as limited herein, and (c) arrangements with refuse, recyclables and yard waste processors required in order to perform and complete the collection and marketing of recyclables, all in strict accordance with this contract. Such services shall be performed within the corporate limits of the City and any territory hereinafter annexed thereto, all in strict accordance with this contract.

The collection of refuse, recyclables and yard waste shall be operated as one program and cannot be operated as separate programs.

The contractor may, at its option, contract separately with non-residential businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all City codes and ordinances governing private refuse collectors generally within the City, provided that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and such businesses, institutions and agencies shall provide a covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

3. CONTRACT PERIOD

The term of this contract will be for five (5) years commencing on the first day of July 2013 and shall remain in full force and effect through midnight on the 30th of June 2018. The City reserves an option to terminate the contract if the Contractor fails to perform after given a reasonable period to correct its performance. The contract term may be extended by mutual agreement between the parties upon written notice from either party at one-hundred and eighty (180) days prior to the ending date. The City reserves the right to renew and extend this agreement subject to appropriation and budgeting for additional terms.

4. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations including but not limited to those

governing the collection, disposal and processing of refuse, recyclables and yard waste during the term of this contract.

5. TAXES, LICENSES, PERMITS AND CERTIFICATES

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. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailer's Occupation Tax, State and Local Service Occupation Tax and Service Use Tax. The City's tax exemption number will be provided upon execution of this agreement.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

6. PERFORMANCE BOND

Prior to commencement of service hereunder, Contractor shall provide the City with a performance bond or letter of credit in the amount of Three Hundred Thousand dollars (\$300,000.00), which shall be maintained in full force and effect throughout the term of this contract in the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.

The Contractor shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

7. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws.

8. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City, but the Contractor may perform its

obligations hereunder through its subsidiaries or divisions, if an assignment is authorized by the City.

9. ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copy of written accident reports as the City may require.

10. DAMAGE

The Contractor shall take all necessary precaution for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

11. INSURANCE

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability Occurrence form with the City named as additional insured.
2. Owners and Contractors Protective Liability (OCP) policy with the City as insured.
3. Insurance Service Office Business Auto Liability Coverage.

4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.
5. Builder Risk Property Coverage with City as loss payee.
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Minimum Limits of Contractor's Insurance

General Liability: Comprehensive Form Premises - Operations Products/Completed Operations Hazard Contractual Insurance Broad Form Property Damage Independent Contractors Personal Injury Explosion and Collapse Hazard Underground Hazard	Property Damage: \$1,000,000 each occurrence Bodily Injury: \$1,000,000 aggregate
Automobile Liability: Comprehensive Form Owned Hired Non-owned	Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence
Excess Liability: Umbrella Form	Bodily Injury and Property Damage Combined: \$2,000,000 each occurrence \$2,000,000 aggregate
Worker's Compensation and Employer's Liability:	\$500,000 each accident

12. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written request of the City, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat and professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket which clearly indicates that the employee is employed by the Contractor. The City has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this agreement.

14. NON-PERFORMANCE OF SERVICE SCHEDULE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed 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 taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Notwithstanding or foregoing, the City shall further reserve the right to terminate this contract.

15. INDEMNITY

The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees or any of Contractor's subcontractors negligent acts, omissions or willful misconduct in the performance of the services to be conducted, including, but not limited to, ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor, subsidiary, or Contractor's breach of this contract.

The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond, letter of credit or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees or other contractors. The Contractor agrees to indemnify, defend and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred as the result of the disposal under the Contract Agreement of City's Waste Materials.

16. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and City personnel may telephone or send inquires and complaints, and where the public and City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 7:30 a.m. to 5:00 p.m. Monday through Friday, except during holidays as listed herein, or as otherwise directed by the City. The telephone service shall be a local exchange or a toll-free exchange. The

City will publicize the contractor's telephone number. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

The Contractor shall also take out an advertisement in the next edition of the Ameritech Tri-Cities telephone book to be issued, listing its name, office address, and telephone number.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the City. The City reserves the right to visit and inspect such facilities with reasonable notice. The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems.

17. PROPER DISPOSAL OF PROCESSING

(a) General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recyclable Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent those materials collected as Recyclable Materials are "contaminated", as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Material brokers. Except to the extent "contaminated", all Recyclable Materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said Recyclable Materials. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclable to a processing site, and shall be responsible for all processing costs as further specified in this section.

All refuse, recyclables, and yard waste collection shall be removed from the City as soon as the materials are collected, but in any

event no later than 7:00 p.m. on the date of collection. The refuse and yard waste shall be disposed of, and the recyclables taken for processing.

(b) **Yard Waste Requirements**

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly-licensed and permitted compost facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and Local laws, ordinances and regulations governing the disposal of yard waste at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this contract. Upon request of the City, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the City. The City reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternative site, but the Contractor shall notify the City of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this contract.

(c) **Recyclables Requirements**

Throughout the terms of this contract, the Contractor shall own, co-own, rent, lease, control, or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected recyclable materials to be marketed and sold, or the Contractor shall transport each recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself. The name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or market(s), shall be furnished to the City. The City shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material collected. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies

therefore as may apply prior to the passing of title to the recyclables to another party for recycling.

The Contractor shall retain 100% of the proceeds from the sale of recyclable material. As a condition of retaining the proceeds, the Contractor shall bear sole responsibility for the risk of changing market values, including negative values, of recyclable materials. Upon request of the City, Contractor shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials. It is the intent of this contract that recyclables shall be recycled and not landfilled or incinerated.

18. HOLIDAYS

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day

Memorial Day (fourth Monday in May)

Independence Day

Labor Day (first Monday in September)

Thanksgiving Day (fourth Thursday in November)

Christmas Day

Should any of the aforementioned holidays occur on a regularly schedule collection day, the collection for said day shall be rescheduled to the next day, and all subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full work week.

The Contractor shall give notice by local newspaper publication of the rescheduling of collections due to a holiday. This notice shall be forwarded to the newspaper at least two (2) weeks prior to the holiday in the form of a public service announcement and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

19. HOURS AND STANDARDS OF COLLECTION

The Contractor shall not commence work before 7:00 a.m. and shall cease collection by 7:00 p.m. At its sole discretion, the City may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all refuse, recyclables, and yard waste from the curbside. All such waste materials shall be prepared as specified herein. The Contractor shall not be responsible for collection of items that are not properly prepared. Customers are also responsible

for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Contractor. The City agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its customers with such requirements.

The Contractor shall return all containers at each stop to the general location at which they were found, except that 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.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters 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. The Contractor shall not be responsible for collection 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.

20. MISSED PICK-UPS AND COMPLAINTS

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed pick-ups.

The Contractor agrees to provide notices to be left at the resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided, and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor but shall be approved by the City.

In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded monthly for inspection by the City during regular business hours.

21. VEHICLES

The Contractor shall furnish a complete list of vehicles to be used in servicing this contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate the collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there is any change in the number of vehicles being used or if there are any modifications affecting the volume or compaction ratio of vehicles being utilized.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or yard waste leaks, spills or blows off the vehicles. Should any refuse, recyclables, or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the City.

Refuse, recyclables, and yard waste, as such terms are defined herein, shall each be collected in separate vehicles and shall not be commingled.

22. TITLE TO REFUSE, RECYCLABLES AND YARD WASTE

Title to all refuse, recyclables, and yard waste, as such terms are defined herein, shall pass to the Contractor when the materials are placed in the collection vehicle.

23. LOCAL IMPROVEMENTS

The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time on preventing the Contractor from traveling its accustomed route or routes for collection. The contractor shall, however, by an acceptable method,

continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the City or customers. The City agrees to work with the Contractor to resolve any problems due to construction activity.

24. PUBLIC EDUCATION

Upon request, the Contractor shall provide the City with any educational materials deemed necessary by the City. Educational materials shall include, but not limited to informational magnets or stickers outlining the available services. Further, the Contractor agrees to support the local school districts by providing educational materials and being available for an occasional appearance throughout the term of this contract when requested by the City.

25. SPECIAL PICK-UPS

Any resident wanting to dispose of large quantities of refuse, yard waste, white goods, truck or tractor tires and/or construction debris shall have the ability to obtain competitive prices for such services from local contractors and select any contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services. The decision of any City resident to hire a private contractor for special pick-ups shall have no effect on the terms of this contract.

26. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

27. CHANGE IN SERVICE; AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, type of material collected, method of handling, and/or method of collection, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

28. DATA COLLECTION AND REPORTING

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the City pertinent data of the refuse, recyclables, and yard waste collection program, including, but not limited to:

- (a) total weight and cubic yardage of refuse and yard waste collected per month (separately listed) for volume-based stops and multi-family disposal units as applicable (separately listed)
- (b) number and weight of white goods collected per month
- (c) number of disposal stickers (as applicable) sold per month and carts rented (as applicable)
- (d) total weight and volume of all recyclable material collected per month, separately listed (as applicable) for residential, multi-family and City facilities
- (e) receipt from sticker manufacturer for stickers purchased by the Contractor.
- (f) daily complaint log as described herein,

The City reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables, and yard waste which occurs under this contract. The City also reserves the right to receive copies of tipping receipts and marketing receipts, which shall be furnished upon request of the City.

Monthly reports containing the above information shall be delivered to the city by the Contractor no later than 15 days after the close of the month. A summary report shall be provided annually at the conclusion of each contract year. At the request of the City, reports shall follow a format prescribed by the City.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse, recyclables, and yard waste collection as may be reasonably requested by the City from time to time.

The City reserves the right to inspect portions of or routes and/or portions of routes prior to service approximately every six months and will expect

the Contractor to service the designated area of the route after 8:30 a.m. for a consecutive four (4) week period.

Notwithstanding the foregoing, the Contractor shall cause the manufacturer or distributor of waste stickers (as applicable) to certify to the City, every six (6) months during the term of this contract, the number of waste stickers delivered to the Contractor and the cost thereof (as applicable).

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to resident; and documentation of amounts of City waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois or other agencies during the term of this contract.

All reports, data, and information, once supplied to the City, shall become property of the City.

29. COUNTY HOUSEHOLD HAZARDOUS WASTE FEE

Contractor shall pay an annual fee equal to \$3.00 per household to the City for the purpose of partially funding Kane County programs to provide household hazardous waste and other services to City residents. The fee shall be paid on the first business day of September each annual contract year and shall be based on the number of households to which refuse service is being provided on July 1st of the same contract year.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

31. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be the City. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

32. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

IV. **COMMUNITY SPECIFICATIONS**

The following specifications shall apply only to the **City of Geneva**

33. CONTRACT OPTIONS

Contractors shall provide proposals for the following contract options. All options shall include collection from City facilities as described herein. All options shall include collection from special events and festivals as described herein. All collections shall occur on the days specified herein.

(a) OPTION #1 - Volume Based (a.k.a. "Pay per Bag")

General

The method of collection services provided by the Contractor under OPTION #1 shall be volumes based, commonly known as "pay per bag."

For the purpose of this section the term "pay per bag" shall be understood to mean payment for services rendered using a sticker or bag system.

One pre-paid waste or yard waste collection sticker must be affixed to each proper "disposal unit" as defined herein or one "Half Refuse Bag" having a volume capacity not greater than twenty (20) gallons shall be utilized.

The charges for services rendered as described in this section shall not occur on a base rate charge, subscription level, variable rate or any other modified version of a volume based service.

Program Design

All "households" as defined herein, located within Geneva's boundaries shall be provided with weekly curbside collection and disposal of all "refuse" as defined herein, all household "construction and demolition debris" as defined herein and all "large household items" as defined herein.

All "households" as defined herein, located within Geneva's boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All "households" as defined herein, located within Geneva's boundaries shall receive weekly collection of all "recyclable materials" as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Customers of each household will be required to attach one waste collection sticker to each disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a waste or yard waste disposal sticker attached or which are fully contained within a Half Refuse Bag. Customers will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal with a waste or yard waste disposal sticker or a Half Refuse Bag for each unit.

Each disposal sticker shall entitle a household to the following pickup services:

- (1) One (1) 32-gallon garbage bag or can; or
- (2) One (1) 30-gallon biodegradable paper yard waste bag; or
- (3) One (1) bulk item (sofa, mattress, etc.); or
- (4) One (1) 50-pound tied bundle of household waste which does not fit within the three (3) previous categories.

"Half Refuse Bags" shall have a volume capacity not greater than twenty (20) gallons.

Recyclable materials set out for collection will not require a waste disposal sticker attached and will be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Additionally, at the request of a household, the Contractor shall collect "White Goods" (as described by state law and herein) at a cost per item as specified in the proposal. The Contractor shall be solely responsible for invoicing and collecting any fees associated with the collection of white goods.

Payment for Services

The Contractor shall receive payment for all volume-based services described in this contract through the sale of waste and yard waste disposal stickers and Half Refuse Bags. While customers are required by the State of Illinois law to separate refuse from yard waste, there shall be no distinction between the sticker used to provide collection and proper disposal.

Disposal Sticker Distribution

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste and yard waste disposal stickers

and Half Refuse Bags. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the disposal stickers and bags. The City also agrees to act as a disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the stickers or bags. The Contractor shall be solely responsible for collection of sticker and bag sale proceeds. Customers shall have the right to purchase stickers and/or bags in as small a quantity as one (1) sticker/bag at a time.

The Contractor may establish the manner in which retailers shall pay for disposal stickers or bags furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of stickers or bags. The Contractor shall have the right to cease supplying stickers or bags to any retailer that repeatedly allows its sticker/bag inventory to run out. Retailers will be required to pay the Contractor for any previous order of disposal stickers/bags before additional sticker/bag orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers or bags to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of stickers/bags has been suspended as soon as the suspension occurs.

Sticker and Bag Design & Accountability

The City reserves the right to approve the form, design and working of the disposal stickers and bags before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Geneva's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of stickers and bags. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers or bags that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Stickers and Bags

The Contractor shall agree to honor all disposal stickers and/or bags purchased by customers throughout the term of this contract, regardless of the price at which the disposal stickers and/or bags were purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers or bags as provided for disposal stickers or bags sold at an adjusted sale price. For this reason stickers and bags shall be produced without a price on them.

Sticker and Bag Handling Fees and/or City Service Charges

The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted sticker or bag price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted sticker or bag prices. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the disposal sticker or bag sale price, the Contractor shall submit a monthly accounting of total sticker/bag sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker/bag sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker or bag price adjustment of a new administrative surcharge.

Methods of Preparation and Collection of Recyclable Materials

All recyclable materials as defined herein shall be collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any and all recyclable materials prepared, and set out properly by the customers.

Recyclables must be properly prepared and sorted by each household to insure collection.

Recycling Containers

The City currently sells ~22 gallon recycling bins with City logo to residents and will continue to provide the bins to residents for disposal of recyclables.

Wheeled Refuse Toter Rental Service Option

The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for refuse collection. Such rental shall be in addition to the sticker-based program. Any refuse contained within the toter(s) shall be collected for the base toter rental and service fee. No additional waste stickers are required to be placed on the toter(s). Refuse placed outside of the toter(s) shall require a separate waste sticker.

The Contractor shall be responsible for the purchase and distribution of all refuse toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional refuse toters to newly constructed households located within the Geneva boundaries.

Wheeled Recycling Toter Rental Service Option

The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for recycling collection. Such rental shall be in addition to the sticker based program. Any recycling materials contained within the toter(s) shall be collected for no additional charge. Refuse placed outside of the toter(s) shall also be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Geneva boundaries.

Wheeled Yard Waste Toter Rental Service Option

The Contractor shall provide customers with an option to rent sixty-five (65) gallon toters for yard waste collection. Such rental shall be

in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional yard waste toters to newly constructed households located within the Geneva boundaries.

Multi-Family With Common Waste Containers

Multi-family complexes with common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

(b) OPTION #2 –Volume Based (a.k.a. “Pay per Bag”) with Recycling Toter

General

The method of collection services provided by the Contractor under OPTION #2 shall be volume- based, commonly known as “pay per bag.” In addition, the Contractor shall be required to provide a sixty-five gallon (65) recycling toter for each “household” as defined herein.

For the purpose of this section the term “pay per bag” shall be understood to mean payment for services rendered using a sticker or bag system.

One pre-paid waste or yard waste collection sticker must be affixed to each proper “disposal unit” as defined herein or one “Half Refuse Bag” having a volume capacity not greater than twenty (20) gallons shall be utilized.

The charges for services rendered as described in this section shall not occur on a base rate charge, subscription level, variable rate or any other modified version of a volume based service.

Program Design

All "households" as defined herein, located within Geneva's boundaries shall be provided with weekly curbside collection and disposal of all "refuse" as defined herein, all household "construction and demolition debris" as defined herein and all "large household items" as defined herein.

All "households" as defined herein, located within Geneva's boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All "households" as defined herein, located within Geneva's boundaries shall receive weekly collection of all "recyclable materials" as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Customers of each household will be required to attach one waste collection sticker to each disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a waste or yard waste disposal sticker attached or which are fully contained within a Half Refuse Bag. Customers will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal with a waste or yard waste disposal sticker or a Half Refuse bag for each unit.

Each waste or yard waste disposal sticker shall entitle a household to the following pickup services:

- (1) One (1) 32-gallon garbage bag or can; or
- (2) One (1) 30-gallon biodegradable paper yard waste bag; or
- (3) One (1) bulk item (sofa, mattress, etc.); or
- (4) One (1) 50-pound tied bundle of household waste which does not fit within the three (3) previous categories.
- (5) One (1) White Good (as described by state law and herein)

“Half Refuse Bags” shall have a volume capacity not greater than twenty (20) gallons.

Recyclable materials set out for collection, including those materials outside of the recycling toter, will not require a waste disposal sticker attached and will be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Additionally, at the request of a household, the Contractor shall collect “White Goods” (as described by state law and herein) at a cost per item as specified in the proposal. The Contractor shall be solely responsible for invoicing and collecting any fees associated with the collection of white goods.

Payment for Services

The Contractor shall receive payment for all volume-based services described in this contract through the sale of waste and yard waste disposal stickers and Half Refuse Bags. While customers are required by the State of Illinois law to separate refuse from yard waste, there shall be no distinction between the sticker used to provide collection and proper disposal.

Disposal Sticker and Bag Distribution

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste and yard waste disposal stickers and Half Refuse Bags. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the disposal stickers and bags. The City also agrees to act as a disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the stickers or bags. The Contractor shall be solely responsible for collection of sticker and bag sale proceeds. Customers shall have the right to purchase stickers and/or bags in as small a quantity as one (1) sticker/bag at a time.

The Contractor may establish the manner in which retailers shall pay for disposal stickers or bags furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of stickers or bags. The Contractor shall have the right to cease supplying stickers or bags to any retailer that repeatedly allows its sticker/bag inventory to run out. Retailers will be required to pay the Contractor for any previous order to disposal stickers/bags before additional sticker/bag orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers or bags to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the

City of the names of retailers to which the supply of stickers/bags has been suspended as soon as the suspension occurs.

Sticker and Bag Design & Accountability

The City reserves the right to approve the form, design and working of the disposal stickers and bags before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Geneva's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of stickers and bags. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers or bags that may occur.

Stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Stickers and Bags

The Contractor shall agree to honor all disposal stickers and/or bags purchased by customers throughout the term of this contract, regardless of the price at which the disposal stickers and/or bags were purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers or bags as provided for disposal stickers or bags sold at an adjusted sale price. For this reason stickers and bags shall be produced without a price on them.

Sticker and Bag Handling Fees and/or City Service Charges

The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted sticker or bag price. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted sticker or bag prices. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the disposal sticker or bag sale price, the Contractor shall submit a monthly accounting of total

sticker/bag sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker/bag sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled waste sticker or bag price adjustment of a new administrative surcharge.

Methods of Preparation and Collection of Recyclable Materials

All recyclable materials as defined herein shall be collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any and all recyclable materials prepared, and set out properly by the customers.

Recyclables must be properly prepared and sorted by each household to insure collection.

Wheeled Recycling Toter

The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of recycling. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

All recyclables contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters, and any bookkeeping procedures associated with the toter service.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Geneva boundaries.

Wheeled Refuse Toter Rental Service Option

The Contractor shall provide customers with an option to rent ninety-five (95), sixty-five (65) or thirty-five (35) gallon toters for refuse collection. Such rental shall be in addition to the sticker based program. Any refuse contained within the toter(s) shall be collected for the base toter rental and service fee. No additional waste stickers are required to be placed on the toter(s). Refuse placed outside of the toter(s) shall require a separate waste sticker.

The Contractor shall be responsible for the purchase and distribution of all refuse totes, and any bookkeeping and billing procedures associated with the tote rental service. The contractor shall be responsible for directly billing customers for the tote rental service option.

Quoted rental fees, service charges and/or deposits associated with tote service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new totes to all customers and the distribution of additional refuse totes to newly constructed households located within the Geneva boundaries.

Wheeled Yard Waste Tote Rental Service Option

The Contractor shall provide customers with an option to rent sixty-five (65) gallon totes for yard waste collection. Such rental shall be in addition to the sticker-based program. Any yard waste within the tote(s) shall be collected for the base tote rental and service fee. No additional yard waste stickers are required to be placed on the tote(s). Yard waste placed outside of the tote(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste totes, and any bookkeeping and billing procedures associated with the tote rental service. The contractor shall be responsible for directly billing customers for the tote rental service option.

Quoted rental fees, service charges and/or deposits associated with tote service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new totes to all customers and the distribution of additional yard waste totes to newly constructed households located within the Geneva boundaries.

Multi-Family With Common Waste Containers

Multi-family complexes with common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

(c) **OPTION #3 – Refuse and Recycling Toter**

General

The method of collection services provided by the Contractor under OPTION #3 shall be via what is commonly known as a toter program with a fixed monthly fee for providing collection of both refuse and recycling toters.

In addition, the Contractor shall collect yard waste on a “pay per bag” basis. For the purpose of this section the term “pay per bag” shall be understood to mean payment for services rendered using a yard waste sticker. One pre-paid yard waste collection sticker must be affixed to each proper “disposal unit” as defined herein.

Program Design

All “households” as defined herein, located within Geneva’s boundaries shall be provided with weekly curbside collection and disposal of all “refuse” as defined herein, all household “construction and demolition debris” as defined herein and all “large household items” as defined herein.

All “households” as defined herein, located within Geneva’s boundaries, shall be provided with weekly curbside collection and proper disposal of all “yard waste” as defined herein. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year and shall require a disposal sticker. Starting December 1 and ending December 31, customers will be permitted to place only leaves in yard waste bags on their scheduled collection date and these bags will not require a disposal sticker. Christmas trees shall be collected for a period of two (2) weeks in January. This two (2) week time frame is to be mutually agreed upon between the Contractor and the City.

All “households” as defined herein, located within Geneva’s boundaries shall receive weekly collection of all “recyclable materials” as defined herein.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper “disposal units”. Customers will be allowed to place unlimited amounts of refuse and recycling disposal units at the curb for collection and disposal. Customers of each household will be required to attach one yard waste collection sticker to each yard waste disposal unit. The Contractor will be required to collect only properly prepared disposal units which have a yard waste disposal sticker attached. Each yard waste disposal sticker shall entitle a household to the pickup of One (1) 30-gallon biodegradable paper yard waste bag.

Recyclable materials shall be collected, processed and marketed by the Contractor. Customers may place unlimited amounts of

acceptable recyclable materials at the curb for collection by the Contractor.

Additionally, at the request of a household, the Contractor shall collect "White Goods" (as described by state law and herein) at a cost per item as specified in the proposal. The Contractor shall be solely responsible for invoicing and collecting any fees associated with the collection of white goods.

Payment for Services

The Contractor shall be responsible for any bookkeeping and billing procedures associated with the toter and yard waste sticker program. The contractor shall be responsible for directly billing customers.

Wheeled Refuse Toter

The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of refuse. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

The Contractor shall be responsible for the purchase and distribution of all refuse toters.

All refuse contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional refuse toters to newly constructed households located within the Geneva boundaries.

Wheeled Recycling Toter

The Contractor shall provide customers with a sixty-five (65) gallon toter for the purpose of recycling. This toter shall be provided at no additional charge.

At the commencement of the contract (as defined herein) customers shall be given a one-time opportunity to select either a ninety-five (95) or a thirty-five (35) gallon toter in lieu of the standard sixty-five (65) gallon model. The Contractor shall be responsible for advertising this option and administering distribution of alternate toters.

All recyclables contained within or outside of the toter shall be collected for no additional charge.

The Contractor shall be responsible for the purchase and distribution of all recycling toters.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional recycling toters to newly constructed households located within the Geneva boundaries.

Yard Waste Sticker and Bag Distribution

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of yard waste disposal stickers. The Contractor shall arrange for at least six (6) local retail outlets to aid in the sale of the yard waste disposal stickers. The City also agrees to act as a yard waste disposal sticker retailer for the Contractor. The City shall not incur any liability for retailers' payment or other obligations to the Contractor for the yard waste stickers. The Contractor shall be solely responsible for collection of yard waste sticker sale proceeds. Customers shall have the right to purchase yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor may establish the manner in which retailers shall pay for yard waste disposal stickers furnished; provided the Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of yard waste stickers. The Contractor shall have the right to cease supplying yard waste stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order to yard waste stickers before additional sticker orders are filled except in the cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying yard waste stickers to any retailer that becomes more than thirty (30) days in arrears in making payments on its account with the Contractor. The contractor shall notify the City of the names of retailers to which the supply of yard waste stickers has been suspended as soon as the suspension occurs.

Yard Waste Sticker and Bag Design & Accountability

The City reserves the right to approve the form, design and working of the yard waste stickers before their fabrication. Yard waste stickers shall be produced on paper and have an elongated rectangular form with minimum dimension of 19 centimeters in length and 4 centimeters in width. The front of the yard waste sticker shall be bright, neon colored background and bear the Contractor's name and phone number and Batavia's logo. In addition, the front of the sticker shall have the word "address" with a space for customers to write their address if they so desire, and

shall also have the date this contract expires listed as an expiration date. The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the yard waste "pay-per-bag" program including observed holidays.

The Contractor is responsible for all accounting of yard waste stickers. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of yard waste stickers that may occur.

Yard waste stickers shall have a good pressure sensitive adhesive which will adhere to disposal unit containers in all weather conditions.

Honoring All Yard Waste Stickers and Bags

The Contractor shall agree to honor all yard waste disposal stickers purchased by customers throughout the term of this contract, regardless of the price at which the yard waste disposal stickers were purchased.

The Contractor shall provide the same level of service for previously purchased yard waste disposal stickers as provided for yard waste disposal stickers sold at an adjusted sale price. For this reason yard waste stickers shall be produced without a price on them.

Yard Waste Sticker and Bag Handling and/or City Service Fees

The City reserves the right to allow retailers to charge a handling fee to prevent loss of revenue from credit card purchases. This mark-up will be limited to 2% above the Contractor's quoted yard waste sticker. Such a handling fee shall be added only at the retail level by the retailer and shall be retained by the retailer.

The City reserves the right to add a fixed administrative surcharge to all Contractor's quoted yard waste sticker. Monies from this surcharge shall be used to defray the expenses incurred by the City for administering this contract. Should the City add an administrative surcharge to the yard waste disposal sticker sale price, the Contractor shall submit a monthly accounting of total sticker sales and remit a check to the City equal to the amount of the administrative surcharge multiplied by the monthly accounting of total sticker sales. Such a report and remittance shall be due no later than fifteen (15) days after the close of the month. The City reserves the right to change the amount of the surcharge and shall notify the Contractor at least sixty (60) days prior to a scheduled yard waste sticker price adjustment of a new administrative surcharge.

Wheeled Yard Waste Toter Rental Service Option

The Contractor shall provide customers with an option to rent sixty-five (65) gallon toters for yard waste collection. Such rental shall be

in addition to the sticker-based program. Any yard waste within the toter(s) shall be collected for the base toter rental and service fee. No additional yard waste stickers are required to be placed on the toter(s). Yard waste placed outside of the toter(s) shall require a separate yard waste sticker.

The Contractor shall be responsible for the purchase and distribution of all yard waste toters, and any bookkeeping and billing procedures associated with the toter rental service. The contractor shall be responsible for directly billing customers for the toter rental service option.

Quoted rental fees, service charges and/or deposits associated with toter service shall remain in effect throughout the term of this contract.

The Contractor shall be responsible for the initial distribution of new toters to all customers and the distribution of additional yard waste toters to newly constructed households located within the Geneva boundaries.

Multi-Family With Common Waste Containers

Multi-family complexes with common waste containers located within the City's corporate boundaries who are not covered by this Contract shall have the opportunity to receive the same terms and conditions as this Contract when their individual commercial contracts expire. The Contractor shall work with any complex that expresses interest in receiving these same terms and conditions. The Contractor shall notify the City when a contract executed with a multi-family complex located within the corporate boundaries.

34. DAY(S) OF COLLECTION

Under all options, the contractor shall provide collection as follows:

The City of Geneva currently consists of two (2) geographic sectors (East half and West half) for collection on Thursday & Friday respectively with each sector to receive all collection services (as defined herein) on the same day.

Contractor may request the City to rearrange collection sectors in order to more evenly distribute the number of household served on a given day. All services shall continue to be offered at least once per week. Monday through Friday, to any household within Geneva's boundaries.

Rearrangement of collection sector must be agreed in writing. It shall be the Contractor's responsibility to design, print and distribute a written letter to each household affected by any rearrangement of collection explaining the reason for the change and the date in which the change in service will take place. The letter shall be distributed by the Contractor at least two

(2) weeks prior to the date of service change. The letter and its distribution method are subject to the City's approval.

The Contractor shall notify the City in writing at least 60 days prior to the anticipated date of any subsequent collection schedule changes and shall include a detailed explanation of why the arrangement is necessary and in what specific areas rearrangement of collection days is desired.

If arrangement of the existing service sector takes place, the Contractor's responsibilities as to notification to affected households remains the same as described above. The said letter and its distribution method are to remain subject to the City's approval.

35. COLLECTION FROM CITY FACILITIES

Under all options, the Contractor shall provide, at no additional cost to the City, refuse, yard waste and recyclable materials collection to all public facilities, including the furnishing of all needed containers.

The City requires the following containers and frequency of collection for refuse:

- (a) City Hall Facility – one (1), two (2) yard container collected three times per week for refuse and one (1) ninety (90) gallon toter collected three times a week for recyclables.
- (b) Police Department - one (1), six (6) yard refuse container and one (1) ninety (90) gallon recyclables toter collected three (3) times per week. One (1) additional two (2) yard recycling container collected up to three times per week for recycling.
- (c) (2) Fire Stations (each shall receive) – one (1), six (6) yard container collected once per week for refuse. Two (2) ninety (90) gallon toters collected once per week for mixed paper and co-mingled recyclables.
- (d) Public Works Facility – two (2) six (6) yard containers collected three times per week and one (1) two (2) yard container collected two times per week for refuse, one (1) two (2) yard container collected two times per week for cardboard, two (2) ninety (90) gallon toters once per week for mixed paper and co-mingled recyclables.
- (e) Water Treatment Facility - two (2) two (2) yard container collected once per week for refuse. One (1) two (2) yard container collected once per week for recyclables.
- (f) Wastewater Treatment Facility – four (4) two (2) yard container collected once per week for refuse.

- (g) Street-side Waste & Recycling Receptacles- The Contractor shall also provide, at no additional cost to the City, refuse & recycling collection on a three-times-per-week basis (Monday, Wednesday & Friday), to all street-side waste & recycling receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service and the City anticipates installing an equal amount of recycling receptacles in the future phased in over several years. The number and location of the street-side public waste and recycling receptacles may change from time to time during the term of this contract. Contractor shall coordinate timing of pickups with the City to minimize duration between pickups (i.e. Friday afternoon pickup and Monday morning pickup)

36. COLLECTION FROM FESTIVALS / SPECIAL EVENTS

The Contractor shall provide, at no additional cost to the City, such materials and services to support the following community activities.

- (a) Swedish Days (June): Ten (10), two (2) yard containers, Three (3), six (6) yard containers and all public street-side waste receptacles serviced daily (Tuesday through Sunday). Refuse & recycling totes shall be provided throughout the downtown area and emptied daily. Including additional carts along parade route on Sunday.
- (b) Art Festival (July): Refuse & recycling totes shall be provided throughout the downtown area and emptied daily (Saturday & Sunday Event).
- (c) Geneva Concourse (August): Refuse & recycling totes shall be provided throughout the downtown area and emptied daily (Saturday & Sunday Event).
- (d) Festival of the Vine (September): Three (3), twenty (20) yard roll-offs serviced daily (Friday through Sunday). Refuse & recycling totes shall be provided throughout the downtown area and emptied daily.
- (e) Christmas Walk (December): Refuse & recycling totes shall be provided throughout the downtown area, drop off Friday, pickup Monday (Friday Event).

The number of containers must be approved by the City and the dumpsters picked-up the day following the last scheduled day of the event. Contractor will be required to coordinate early morning emptying of totes during events with the City. City staff will bring the totes to the curb

for emptying. Other options for special event collection and disposal may be discussed but must be approved by the City.

The City reserves the right to increase, or decrease, the size and quantity of said containers.

37. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of Geneva
City Administrator
22 South First Street
Geneva, Illinois 60134

Cc: City of Geneva
Director of Public Works
1800 South Street
Geneva, Illinois 60134

If to the Contractor:

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

38. PROPOSAL

**OPTION #1 - Volume Based
(a.k.a. "Pay per Bag")**

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
Half Refuse Bag (20 gal.)	\$	\$	\$	\$	\$
35-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

**OPTION #2 –Volume Based
(a.k.a. “Pay per Bag”) with Recycling Toter**

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
Half Refuse Bag (20 gal.)	\$	\$	\$	\$	\$
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

**OPTION #3
Refuse and Recycling Toter**

	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Monthly Fee for Refuse & Recycling Toters	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
35-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

Name of Company:

Address:

City, State, Zip:

Signed:

Date:

39. CONTRACT

Regulatory Requirements

Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the bidder, if required by the owner.

Events of Default

The following shall constitute events of default ("EVENTS OF DEFAULT") hereunder:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the CONTRACTOR to the CITY.
- (b) The CONTRACTOR'S material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - (1) Failure to perform the SERVICES or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the SERVICES.
 - (2) Failure to perform the SERVICES in accordance with the specifications applicable thereto;
 - (3) Failure to comply with a material term of this Agreement; or
 - (4) Any other acts specifically and expressly stated in this Agreement as constituting an EVENT OF DEFAULT

Declaration of Default

The CITY shall notify the CONTRACTOR of any circumstances that the CITY believes to be an EVENT OF DEFAULT and shall allow the CONTRACTOR a reasonable amount of time to proceed to cure such EVENT OF DEFAULT (which period of time shall be no more than thirty (30) calendar days). If the CONTRACTOR has failed to proceed to cure the EVENT OF DEFAULT within such cure period, the CITY may declare the CONTRACTOR to be in default; provided, however, if such EVENT

OF DEFAULT cannot reasonably be cured within the cure period, the CITY may not declare a default hereunder so long as the CONTRACTOR diligently pursues action to cure such EVENT OF DEFAULT, unless in the reasonable judgment of the CITY the CONTRACTOR appears unable to cure such default.

Written notification of any decision of the CITY to declare the CONTRACTOR in default shall be provided to the CONTRACTOR, and such decision shall be final and effective upon the CONTRACTOR'S receipt of such notice. The CITY has the sole discretion to declare the CONTRACTOR'S in default.

Remedies for Default

Upon giving notice of a declaration of default due to the occurrence of an EVENT OF DEFAULT, the CITY may invoke any or all of the following remedies:

- (a) the right to take over and complete the SERVICES, either directly or through others;
- (b) the right to terminate this Agreement effective at a time specified by the CITY;
- (c) the right to seek specified performance, an injunction or any other appropriate remedy;
- (d) the right to recover money damages;
- (e) the right to withhold all or any part of the CONTRACTOR'S compensation hereunder; and/or
- (f) the right to require the CONTRACTOR to discontinue any SERVICES and deliver all materials accumulated in the performance of the SERVICES, whether completed or in process, to the CITY.

Remedies Nonexclusive

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT shall impair any such right or power nor shall it be construed as a waiver of any EVENT OF DEFAULT or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

Sexual Harassment Policy Certification

Contractor, pursuant to Illinois compiled statutes 7751lcs 5/2-105 (A)(4) must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

Illinois Prevailing Wages: (If applicable)

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

THIS AGREEMENT, made and concluded this 6th day of May, 2013 between the City of Geneva, acting by and through its Mayor and Council, known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the city under it.

And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.

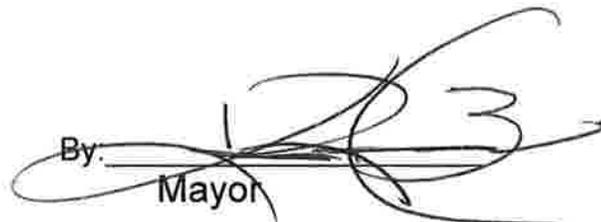
IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument to be executed as of the date hereinabove first written.

CONTRACTOR
County, Illinois

CITY OF GENEVA, Kane

By: 

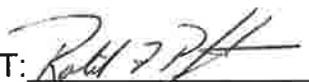
President

By: 

Mayor

(SEAL)

(SEAL)

ATTEST: 

Secretary
Municipal Marketing Manager

By: 

City Clerk

TAB 2: Company Overview & Environmental Integrity



Company Overview

Advanced Disposal is a company that brings fresh ideas and solutions to the business of a clean environment. It is our people who make the difference and leave the world a cleaner, more beautiful place. We are proud to provide cost-effective and environmentally-sound solutions for waste and recycling collection, transportation, processing and disposal. But we do much more than collect garbage. We truly are an environmental services company.

We provide:

- Waste and recycling reduction solutions for homes and businesses
- Safe disposal facilities with state-of-the-art engineering and construction techniques to protect the Earth
- Efficient and effective recycling processing facilities to preserve our natural resources
- Cleaner operating trucks and equipment utilizing lower sulfur fuels, more efficient oils, and more responsible maintenance practices
- Support to those communities we serve in particular through environmental and beautification projects and education

Advanced Disposal has the operational expertise, management strengths, financial capabilities and commitment to quality that few publicly traded or independent companies can rival. Our independent status frees us from the bureaucratic structure of a national company so that decisions that are important to you can be made quickly and implemented effectively.

Our success can be measured through the strong partnerships between our employees and the customers we serve. Whether our customers are municipalities, commercial businesses, construction and demolition companies, industries or individual homeowners, we look forward to creating and building our relationships by providing quality service at a fair price.

Locations:

Advanced Disposal has operations in 20 Eastern states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas.

Facilities include:

- 98 Collection / Hauling Facilities
- 46 MSW and C&D Landfills
- 87 Transfer Stations
- 26 Recycling Facilities

Customers:

- 1.9 million residential customers including 287 exclusive city and county contracts
- More than 200,000 commercial & industrial and construction & demolition customers

Fleet:

- More than 2,300 vehicles running collection routes on a daily basis

Disposal Volumes:

- Collects approximately 31,400 tons of waste per day
- Safely disposes of approximately 59,000 tons a day in our landfills

Employees:

- Approximately 5,450 people

Industry Standing:

- Advanced Disposal is the largest privately-owned environmental services company in the United States.



Environmental Integrity

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 forty-seven 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 and alternative fuels such as compressed natural gas (CNG) are being evaluated and implemented for use in new and existing engines). All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

Lastly, Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in some sort of recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate twenty-six recycling processing facilities throughout the Eastern United States and consistently look for opportunities to create a more sustainable workplace for our customers and ourselves in regards to environmental care and economies.

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.

**City of Geneva
PUBLIC WORKS DEPARTMENT**

1800 South Street
Geneva, Illinois 60134

Telephone: (630) 232-1501
Fax: (630) 208-1503



ADDENDUM #2

PROPOSAL NAME: City of Geneva Solid Waste Services

DATE: March 25, 2013

- 1) This Addendum updates the proposal documents to include a signature block at the bottom of Option #3 and Alternate Option #3.

Article 38 of the Contract Documents shall be modified as follows:

38. PROPOSAL

The Contractor **shall provide a proposal for weekly refuse, yard waste and recycling collection services as specified in this contract on the days specified herein (Thursday & Friday).**

At the Contractor's option, alternate collection days may be specified. The Contractor may provide an alternate proposal for refuse, yard waste and recycling collection services as specified in this contract.

REQUIRED – Thursday & Friday Collection
OPTION #1 - Volume Based
(a.k.a. "Pay per Bag")

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$ 2 ⁷⁰	\$ 2 ⁸²	\$ 2 ⁹⁵	\$ 3 ⁹²	\$ 3 ²²
Yard Waste Collection Sticker	\$ 2 ⁷⁰	\$ 2 ⁸²	\$ 2 ⁹⁵	\$ 3 ⁰⁸	\$ 3 ²²
Half Refuse Bag (20 gal.)	\$ 1 ⁶⁵	\$ 1 ⁷²	\$ 1 ⁸⁰	\$ 1 ⁸⁸	\$ 1 ⁹²
35-Gallon Refuse Toter Monthly Rental	\$ 18 ⁰⁰	\$ 18 ⁸¹	\$ 19 ⁶⁶	\$ 20 ⁵⁴	\$ 21 ⁴²
65-Gallon Refuse Toter Monthly Rental	\$ 19 ⁰⁰	\$ 19 ⁸⁶	\$ 20 ⁷⁵	\$ 21 ⁶⁸	\$ 22 ⁶⁶
95-Gallon Refuse Toter Monthly Rental	\$ 20 ⁰⁰	\$ 20 ⁹⁰	\$ 21 ⁸⁴	\$ 22 ⁸²	\$ 23 ⁸⁵
35-Gallon Recycling Toter Monthly Rental	\$ 1 ²⁰				
65-Gallon Recycling Toter Monthly Rental	\$ 1 ²⁰				
95-Gallon Recycling Toter Monthly Rental	\$ 1 ²⁰				
65-Gallon Yard Waste Toter Monthly Rental	\$ 25 ⁰⁰	\$ 26 ¹³	\$ 27 ³⁰	\$ 28 ⁵²	\$ 29 ⁸¹
White Goods (Per Item)	\$ 30 ⁰⁰	\$ 30 ⁰⁰	\$ 35 ⁰⁰	\$ 35 ⁰⁰	\$ 40 ⁰⁰

REQUIRED – Thursday & Friday Collection
OPTION #2 –Volume Based
(a.k.a. “Pay per Bag”) with Recycling Toter

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$ 2 ⁸⁵	\$ 2 ⁹⁸	\$ 3 ¹¹	\$ 3 ²⁵	\$ 3 ⁴⁰
Yard Waste Collection Sticker	\$ 2 ⁸⁵	\$ 2 ⁹⁸	\$ 3 ¹¹	\$ 3 ²⁵	\$ 3 ⁴⁰
Half Refuse Bag (20 gal.)	\$ 1 ⁸⁵	\$ 1 ⁹³	\$ 2 ⁰²	\$ 2 ¹¹	\$ 2 ²¹
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$ 19 ⁰⁰	\$ 19 ⁸⁶	\$ 20 ⁷⁵	\$ 21 ⁶⁸	\$ 22 ⁴⁶
65-Gallon Refuse Toter Monthly Rental	\$ 20 ⁰⁰	\$ 20 ⁹⁰	\$ 21 ⁸⁴	\$ 22 ⁸²	\$ 23 ⁸⁵
95-Gallon Refuse Toter Monthly Rental	\$ 21 ⁰⁰	\$ 21 ⁹⁵	\$ 22 ⁹³	\$ 23 ⁹⁶	\$ 25 ⁰⁴
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1 ²⁰				
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1 ²⁰				
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1 ²⁰				
65-Gallon Yard Waste Toter Monthly Rental	\$ 25 ⁰⁰	\$ 26 ¹³	\$ 27 ³⁰	\$ 28 ⁵³	\$ 29 ⁸¹
White Goods (Per Item)	\$ 30 ⁰⁰	\$ 30 ⁰⁰	\$ 35 ⁰⁰	\$ 35 ⁰⁰	\$ 40 ⁰⁰

REQUIRED – Thursday & Friday Collection
OPTION #3
Refuse and Recycling Toter

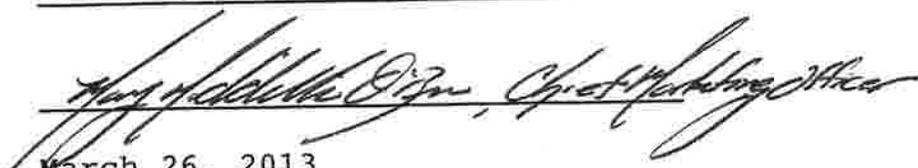
	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Monthly Fee for Refuse & Recycling Toters	\$ 15 ⁹⁸	\$ 16 ⁹⁸	\$ 17. ⁷⁵	\$ 18 ⁵⁴	\$ 19 ³⁸
Yard Waste Collection Sticker	\$ 2. ⁷⁰	\$ 2. ⁸²	\$ 2 ⁹⁵	\$ 3 ⁰⁸	\$ 3 ²²
35-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
65-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
95-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰	\$ 1. ²⁰
65-Gallon Yard Waste Toter Monthly Rental	\$ 25 ⁰⁰	\$ 26 ¹³	\$ 27 ³⁰	\$ 28 ⁵³	\$ 29 ⁸¹
White Goods (Per Item)	\$ 30 ⁰⁰	\$ 30 ⁰⁰	\$ 35 ⁰⁰	\$ 35 ⁰⁰	\$ 40 ⁰⁰

Name of Company: Advanced Disposal Services Solid Waste

Address: Midwest, LLC
1660 Hubbard Avenue

City, State, Zip: Batavia, Illinois 60510

Signed:



Date:

March 26, 2013

ALTERNATE PROPOSAL
Contractor to Specify Collection Days:

No Bid

OPTION #1 - Volume Based
(a.k.a. "Pay per Bag")

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
Half Refuse Bag (20 gal.)	\$	\$	\$	\$	\$
35-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

ALTERNATE PROPOSAL
Contractor to Specify Collection Days:

No Bid

**OPTION #2 –Volume Based
 (a.k.a. “Pay per Bag”) with Recycling Toter**

	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Collection Sticker	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
Half Refuse Bag (20 gal.)	\$	\$	\$	\$	\$
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

ALTERNATE PROPOSAL
Contractor to Specify Collection Days:

No Bid.

OPTION #3
Refuse and Recycling Toter

	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed Monthly Fee for Refuse & Recycling Toters	\$	\$	\$	\$	\$
Yard Waste Collection Sticker	\$	\$	\$	\$	\$
35-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Refuse Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$	\$	\$	\$	\$
65-Gallon Yard Waste Toter Monthly Rental	\$	\$	\$	\$	\$
White Goods (Per Item)	\$	\$	\$	\$	\$

Name of Company: Advanced Disposal Services Solid Waste Midwest, LLC
 Address: 1660 Hubbard Avenue
 City, State, Zip: Batavia, Illinois 60510

Signed: 
 Date: March 26, 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 Geneva. Advanced Disposal is particularly well suited to provide residential refuse, recycling, and yard waste collection to Geneva because among other reasons, we 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 Geneva 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 provide the residential collection in the City of Geneva, the real potential of a problematic transition to a new hauler will be completely avoided because of our proven transitional approach. We feel that Advanced Disposal currently provides exemplary collection service to the residents of 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 in the fall of 2008, 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 this collection contract, a brochure will be developed specifically for the City and residents of Geneva. In addition Advanced Disposal operates a web site: [www.Advanced Disposal.com](http://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. Upon award of the contract, Advanced Disposal will immediately update the website to include Geneva providing information on the residential program the Geneva. 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 Devises
- 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

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 looses while the truck is on the road. This is a very important maintenance and safely 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 predicible 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 Service Program

Customer Service is a priority at Advanced Disposal. We feel that we manage the contract for the City. We do our best and focus our efforts on ensuring that the City is not spending resources on managing the refuse collection contract. Advanced Disposal has trained customer service representatives who are very familiar with requests posed by residential customers. These customer service representatives are available to assist the residents of Geneva during normal business hours.

Advanced Disposal has an intensive customer service training program that each customer service representative (CSR) must go through. Advanced Disposal has undertaken the task of using an outside customer service training company; Tooty, Inc. to assist and compliment the training of our customer service representatives. We have realized a great success in the improvement of our customer service departments since we

began the program six years ago. Our improved customer service 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 CSR training program:

Audits

Every Advanced Disposal location receives weekly secret shopper phone calls to test the effectiveness and helpfulness of their customer service and sales staff. Those calls and evaluations are reviewed with the individual CSR 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 service 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 CSR'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 Service Training

Advanced Disposal continually strives to provide the best customer service in the industry. To that end, each CSR receives ongoing training in either half and/or full-day classroom training session customized for each location to continue the development of each CSR. In addition, Tooty Inc. conducts 90 minute webinars when needed to address market specific issues or changes

We will make available (to City staff) the phone numbers of key individuals to be contacted in the event that City staff needs to contact them. We are currently in the process of developing an email process that allows residents to use an email to forward questions, comments and service issues. Once the process is finalized we will roll it out to the City. Advanced Disposal has a live operator that answers the phone and directs calls. We have found that this is still the most customer friendly method of addressing customer's needs. In addition, Advanced Disposal's customer service department is local and housed in our hauling locations. We do not subscribe to the regional customer service departmental approach that spans an entire state like some of our competitors. We have attached a copy of the forms we will use internally in our customer service department to address the calls and questions from Geneva residents.

Residential Operational Approach

Advanced Disposal understands all of the requirements for providing refuse, recycling and yard waste service to the City of Geneva with respect to the specifications contained in this RFP. Because the City is not familiar with the level of service we provide, we have provided as one of our attachments to this proposal, letters of recommendation from Oak Lawn, St. Charles and Batavia along with numerous other references, to show that Advanced Disposal as a company strives to provide the best residential collection service available. Please feel free to call anyone of the municipalities to be assured of the superior service the City of Geneva can expect.

Refuse, Recycling and Yard Waste Program

Refuse Collection

For refuse collection, Advanced Disposal proposes to use the same two day collection schedule; Thursday's and Friday's for providing for refuse, recycling, and yard waste collection on the same day of the week to each resident. By doing so, Advanced Disposal feels that we would be able to provide refuse collection service in the most cost-effective way. Advanced Disposal will be utilizing frontloading residential collection vehicles (FEL's) for the refuse collection. By utilizing these vehicles, our drivers will have the ability to service the residents who use refuse carts but still manually service the residents who may also have conventional cans and bags. Advanced Disposal will have available a sufficient number of refuse vehicles to service all of the residences each day of the week. We can make an example of this truck available to the City for inspection if you desire.

Advanced Disposal will have all of the men and vehicles on hand, trained and ready to provide residential refuse, recycling, and yard waste collection service to the residents of Geneva when the contract starts July 1, 2013.

The City of Geneva has already established a collection schedule for weekly collection service, and in Advanced Disposal's routing scheme we anticipate using that same collection schedule. If in the future it becomes necessary to adjust the collection schedule for some of the residents, Advanced Disposal will attempt to move the minimum number of residents possible to accommodate the necessary change. This translates into as little disruption to the residents as possible. We understand that a day change can potentially become a problem for the residents and the City, therefore Advanced Disposal is prepared to address and eliminate this potential as we have done very successfully for other communities we have transitioned. We have experienced great success in the past utilizing our procedure. Advanced Disposal will publish a map in the local papers showing the collection schedule for each section of the City. In addition, after the day change, for the first two weeks of collection, Advanced Disposal will make available trucks to collect waste from any residents who were still confused about the schedule change. This will eliminate virtually all of the calls that the City may receive about missed pick-ups due to the day change. As you can see we understand that a collection program change 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 will assign a residential route manager for the residential accounts in the City of Geneva. The residential route manager will be 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 works very well in the municipalities we currently service. As an enhancement to Geneva, we can make available to the City, one of our radios so that the City can contact our route supervisor directly should the need arise.

White Goods collection poses no problem for Advanced Disposal in the performance of this contract.

White Good will be collected separately . All other White Goods will be collected on the scheduled collection day.

Recycling Collection

As with refuse collection, the City will be serviced on Thursday's and Friday's, providing recycling collection on the same day of the week as refuse. Advanced Disposal intends on using side-loading collection vehicles (FEL's) for the recycling collection under this contract. These side loaders will have the ability manually service the carts and/or bins used for recycling as well as any additional recycling bins or containers that may be used.

As part of the education of the residents to the new program, we have provided as an attachment, copies of brochures that we have distributed in other communities. We use the brochures with great success at the start of a new contract or program. 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 contract as well as each new resident that moves into the community. We will be mailing the brochure to each residence.

During this contract, Advanced Disposal will collect an unlimited amount of properly prepared recyclables.

Yard Waste and bundled brush Collection

For yard waste collection, the City will be serviced on the same days as refuse and recycling collection. Advanced Disposal will provide rear loading packer trucks (REL's) for the collection of yard waste. Residents may place out for collection an unlimited

amount of properly prepared yard waste and brush for collection during the yard waste season each year.

Leaf Collection

Advanced Disposal will provide the required number of collection vehicles per the contract specification for the leaf collection required in the fall throughout the City.

Transitional Approach

Advanced Disposal is very familiar with what is needed to accomplish a smooth service transition from one hauler to another. Advanced Disposal recently transitioned the Village of Cary to Advanced Disposal with little no service interruption to the residents. The only change observed by some residents was the time of day their refuse, recycling and yard waste was collected.

Upon award of the contract, Advanced Disposal will work with the city to verify the current routing scheme already established and work as closely as we can to match it. This will provide a seamless transition to the residents. We will meet with the City to go over our routing scheme to identify specific issues (if any) the City may have as far as areas and times of collection.

At the same time the routing is being verified, Advanced Disposal will identify those customers currently using refuse cart service and will contact them to ensure that their cart service will be uninterrupted and indicate when the new Advanced Disposal cart will be delivered. These customers will also be set-up to be billed individually for their cart service at the new lower rates.

Finally, advanced Disposal will contact all of the current sticker vendors and provide them with signs to post that will inform the residents of Geneva that there will be a change in service provider beginning July 1, 2013. Advanced Disposal will have the new stickers ready and delivered to the sticker vendors at least two weeks prior to the contact start date to allow residents to buy the new stickers for use on July 1st.

At the start of the contract, Advanced Disposal will have extra men and trucks available to handle any missed pick-ups that may be due to late set outs due to an earlier pick-up than residents may have been accustomed too. In addition, our route supervisor will be making contact with the City numerous time a day to address any calls the City may receive.

A July 1st start date poses no problem what so ever to Advanced Disposal.

Servicing Locations

The City of Geneva will be serviced out of our hauling operation located in Batavia, Illinois. The vehicles will be housed there so that the trucks will be close to the City. This operating location is ideally suited for servicing the City of Geneva. Advanced Disposal will be able to respond very, very quickly to the needs of the City from this location.

The current address of our servicing location is:

Hauling Company:

Advanced Disposal/Batavia Division
1660 Hubbard Avenue
Batavia, Illinois 60150
Phone (630) 587-8282

Transfer Station:

(Used for both Refuse and Yardwaste)

Advanced Disposal/Batavia Transfer Station
766 Hunter
Batavia, Illinois 60150
Phone (630) 587-8282

Recycling Processing Facility:

Resource Management Company
9999 Andersen Avenue
Chicago Ridge, IL 60415-1256
(708) 425-8565

Composting Facility

Compost Supply
21W180 Hill Ave
PO Box 3328
Glen Ellyn, IL 60138

Facility location is on Route 52 in Sheridan IL.

“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 Northbrook hauling location last year and have begun switching out our fleet to CNG powered vehicles. As we replace worn vehicles at that facility, Advanced Disposal will be purchasing strictly vehicles that run on CNG. We are currently slated to begin the conversion at our Batavia Park hauling division next year.

Litigation

Advanced Disposal ES Solid Waste Midwest, LLC, as would be the case with any large commercial company is engaged in various and sundry types of litigation in the ordinary course. These would include proceedings wherein the company is seeking administrative permits, delinquent customer account recovery & contract collection matters, defense of public eminent domain proceedings, vehicle insurance defense liability, general commercial litigation, or unemployment compensation proceedings that Advanced Disposal believes have no bearing upon the Advanced Disposal qualifications or ability to faithfully perform public contracts of the type and scope of the transaction contemplated by this RFP. Advanced Disposal has not been party to any litigation during the past five years wherein its performance or non-performance of a public contract, such as the one which is the subject matter of the instant RFP, has been at issue. If you require further information relative to Advanced Disposal's excellent performance record with respect to public contracts Advanced Disposal will be pleased to provide it upon request.

Organizational Plan and Chart; Qualifications of Personnel

Advanced Disposal is a well-organized, decentralized company and is setup as to provide the most efficient, cost effective refuse and recycling collection in the industry. Provided as an attachment is a corporate overview of Advanced Disposal and the environmental services we provide.

With respect to the management of the City of Geneva residential refuse, recycling and yard waste collection, we have provided the key management individuals who are responsible for all aspects related to our performance under this contract. In addition to the names of the individuals, we have provided relevant experience and current job descriptions, duties and responsibilities. We have also provided an organizational chart showing the reporting structure of each of the key individuals. You will quickly see that the key individuals who will continue to manage the residential contract in Geneva have extensive industry experience and backgrounds which make Advanced Disposal the best choice to provide the refuse, recycling, and yard waste collection to the residents in Geneva.

Jim Alderman, General Manager, has the ultimate responsibility for the management of the Batavia Hauling Division and the City of Geneva residential contract. The operations, sales and customer service managers all report to Jim. Mr. Alderman will be the primary point of contact to Geneva for all informational requests, customer issues or general inquiries. Jim has been in the industry for over 27 years, and managing residential services for more than 18 years.

Scott Greiter, Operations Manager manages all aspects of services related to the City of Geneva. Scott has responsibility to ensure our drivers carry their daily duties in the safest manner possible. Carrying out Advanced Disposal's "Service First, Safety Always" mission is his passion. Scott has been in the industry for over 22 years and managing for more than 17 years.

Steve Taxis, the residential supervisor and route manager, is responsible for the supervision of the residential drivers who work in Geneva and is responsible for responding to resident's issues. One of Steve's primary responsibilities is ensuring that our drivers perform their duties in the safest manner possible. There is nothing more important to Advanced Disposal than the safety of our drivers, our customers, or the public. Steve has been in his position for past 5 years and has 22 years of industry experience

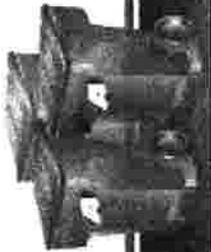
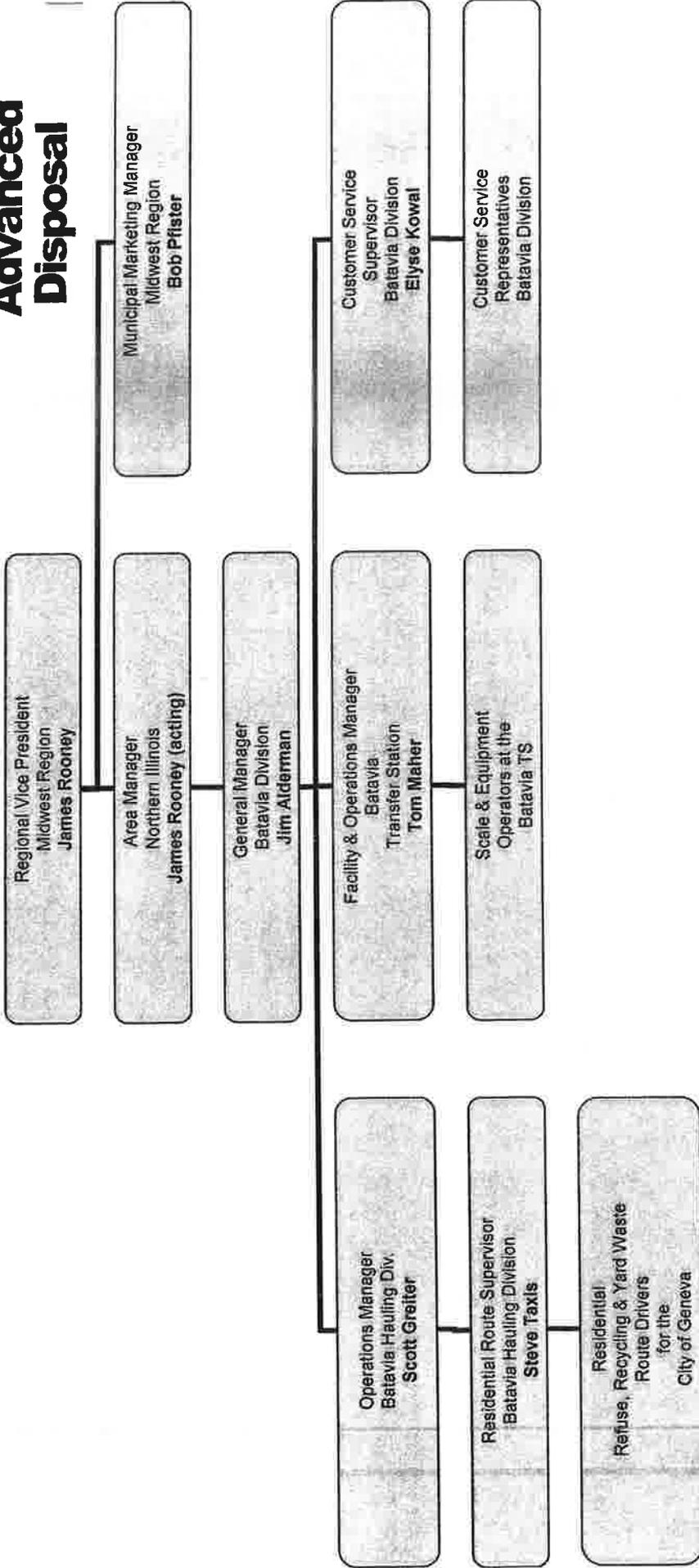
Elyse Kowal, the Customer Service Manager, is responsible for, as the name implies, managing our local customer service representatives who will interface directly with the Geneva residential customers. Advanced Disposal believes in local customer service and Elyse is responsible for ensuring that the Geneva customers are responded to promptly and in a polite and courteous manner. Elyse is responsible for training all customer service representatives with the program requirements of the City of Geneva contract so that the residents are provided with timely and accurate information. Elyse has been with us for 4 years and has over 12 years of customer service experience.

Bob Pfister, the Regional Municipal Marketing Manager is responsible for being the liaison between the City of Geneva and Advanced Disposal when it comes to public relations, providing continuing education, and overall service expectations. Bob is very familiar with the City of Geneva and the service requirements and expectations of the municipality and its residents. Bob has been in the industry for 32 years, all of which have been in the Chicagoland area.

Organizational Chart for the Residential Refuse, Recycling and Yard Waste Collection for the City of Geneva



Advanced Disposal



CITY OF BATAVIA

100 North Island Avenue, Batavia, Illinois 60510
Phone: (630) 879-1424 Fax: (630) 879-0710



JEFFERY D. SCHIELKE
Mayor

M. HANNAH VOLK
City Clerk

WILLIAM R. McGRATH
City Administrator

RANDALL R. RECKLAUS
Assistant City Administrator

JOHN S. NOBLE
City Attorney

To Whom It May Concern:

March 16, 2005

On behalf of the City of Batavia I write this letter regarding the Onyx Waste Services. The contract under which controls the relationship with our waste company has very specific language regarding the service, which must be provided by the waste company. It has been said more than once by residence of our city that the feeling of Onyx as our waste hauler has been superior in service to our customers. More that one letter or note has been received complementing them on the job that they perform.

Coming into our community and taking over the collect of solid waste from another company sounds like a monumental task. The transition from one organization to another in our opinion went very smooth with little problems involved. Switching the type of collection stickers containers and bags went well when Onyx allowed a 30-day grace period from one company to another. Onyx also offered and provided three different types of wheeled carts available to the citizens at a monthly fee. This program was very successful for them and the number of these carts in the community has almost tripled since the begining of the contact.

The City of Batavia's solid waste contact covers several facets of the waste stream and were detailed in part about our recycling program. Onyx met our needs and them some by offering several routes to choose from in our program. Presently they are single streaming the collection of recycling and they collect a large variety of items, these are collected on a weekly basis. Along with this program large items and appliances are also collected to the cities satisfaction.

It is our opinion that Onyx waste services has been living up to the terms of the contract and has offered the citizens of Batavia a well rounded service based company. There customer service attitude and action has in our opinion has been outstanding.

We the City of Batavia would gladly recommend this company to any other municipality who might be interested in having Onyx bid for their solid waste contract.

Robert Popeck
Administrative Assistant.



ST. CHARLES
SINCE 1834

March 4, 2005

Mr. Edward A Patrone
Onyx Waste Services
1210 Lyon Road
Batavia, Illinois 60510

Re: Refuse Service

Dear Mr. Patrone:

As you know, Onyx Waste Services has provided residential refuse and recycling services for the City of St. Charles for the previous three years. I am writing to express my appreciation for the excellent service you and your company have provided to our residents. Both the office staff and drivers have been very courteous and helpful when I have had occasion to speak with them. I have personally received a number of positive comments on the efficient services provided to us. The one-pass collection system for refuse and recyclables has worked very well, helping us to maintain a neat appearance throughout our city.

Please extend my thanks to the rest of your staff for the commitment to service that you have extended to the City of St. Charles. I look forward our continued partnership and successes.

Sincerely,

Clifford L. White, Jr.
Environmental Services Superintendent

CLW/jj

SUSAN L. KLINKHAMER *Mayor*

LARRY W. MAHOLLAND *City Administrator*



THE VILLAGE OF
OAK LAWN

April 29, 2009

Veolia ES Solid Waste Midwest, LLC
1660 Hubbard Avenue, 2nd Floor
Batavia, IL 60510

Dear Bob,

At your request, I am writing to attest to how pleased our Village was in the transition from our former hauler to Veolia in the summer of 2007. As you can well imagine, we were quite concerned about the transition and the impact it would have on our residents and the Village staff. This is especially true when the new service provider is delivering 30,000 new carts to our residents. However, Veolia developed a transition plan that ensured our residents received their new carts in a timely and orderly fashion. They also provided the necessary program information to make certain the residents had a smooth transition to the new service. Key members of the Veolia team provided regular updates to the Village staff and addressed the few issues that arose in a prompt and courteous manner.

We have been very pleased with the level of professionalism and attentiveness we have received and continue to receive from Veolia. The Village of Oak Lawn looks forward to our continued relationship.

Sincerely,

Jane M. Quinlan
Village Clerk



Chicagoland Advanced Disposal Municipal Contract References

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 yardwaste

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 yardwaste

Village of Winnetka

510 Green Bay Road
Winnetka, IL 60093
847-501-6000
Ssaunders@winnetka.org

Steve Saunders
Director 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
Ray.Vukovich@ci.waukegan.il.us

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 yardwaste

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 yardwaste

Village of Northbrook

1225 Cedar Lane
Northbrook, IL 60062
847-272-5050
nahrstadt@northbrook.il.us

Rich Nahrstadt
Assistant Village Manager

- 10,000 Residential Units
- 43 years of continuous service
- Once and twice per week curbside and backdoor
- Solid waste, recyclables and yardwaste

Village of Round Lake Park

203 E Lake Shore Drive
Round Lake Park, IL 60073
847-546-2790
rlpmayor@sbcglobal.net

Jean Mccue
Mayor

- 1,200 residential units
- 9 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

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 yardwaste

City of Highwood

17 Highwood Avenue
Highwood, IL 60040
847-432-1924
amarrin@cityofhighwood.org

Jon Kinseth
Assistant City Manager

- 1,100 residential units
- 8 years of continuous service
- Once per week pick up
- Solid waste, recyclables and yardwaste

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 yardwaste

Village of Vernon Hills

290 Evergreen Drive
Vernon Hills IL, 60061
847-945-5000
JohnK@vhills.org

John Kalmar
Assistant Village Manager

- 6,500 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

City of St. Charles

2 East Main Street
St. Charles IL, 60174
630-377-4405
rgallas@stcharlesil.gov

Rich Gallas
Asst. Director of Public Works

- 12,000 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

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 yardwaste

City of Highland Park

1707 St. Johns Avenue
Highland Park IL, 60035
847-432-0800

Emily Palm
Deputy City Manager

- 10,000 residential units
- 2 years of continuous service
- Once and twice per week service
- Solid waste, recyclables and yardwaste

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 yardwaste

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 yardwaste

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 yardwaste

MillCreek Special Service Area

County of Kane
719 Batavia Road
Geneva, Illinois 60185
(630) 208-3841
recycle@co.kane.il.us

Gary Milke
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
MDzugan@wheaton.il.us

Mike Dzugan
Asst. City Manager

- 15,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

City of Darien

1702 Plainfield Road
Darien, Illinois 60661
(630) 353-8104
scoren@darienil.gov

Scott Coren
Assistant 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
- Yardwaste – Volume-based, Pay-by-the-Bag

Village of Rolling Meadows

3600 Kirchoff Road
Rolling Meadows, Illinois 60008
(847) 394-8900
Hartnett@cityrm.org

Bob Hartnett,
Assistant Public Works Director

- Population – 24,205
- Service January 1, 2012 – Current
- Once per week curbside recycling service
- Recycling – Unlimited, 65-gallon recycling cart

Village of Cary

655 Village Hall Drive
Cary, IL 60013
(847) 639-0003
cpapierniak@caryillinois.com

Cris Papierniak,
Public Works Director

- Population – 18,281
- Service to begin 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
- Yardwaste – Flat Rate, Unlimited can/bags



UNIVERSAL 35 GALLON CART

CART TYPE

- 35 gallon universal cart

CART MANUFACTURING PROCESS

- Injection molded with High Density Polyethylene (HDPE)
- UV stabilized against long term effects of the sun

RECYCLABILITY

- Carts are 100% recyclable

ANSI TEST RESULTS

- Meets or exceeds all performance standards

CART DIMENSIONS

- Height: 37.5"
- Width: 19"
- Depth: 23.75"

WHEELS

- 8" blow molded snap-lock wheels
- Plastic tread for a quieter roll

WEIGHT & LOAD RATING

- 19.25 pounds with a load rating of 122.5 pounds

AXLE

- Manufactured from 1010 steel
- Coated with zinc dichromate plating to prevent rust
- Diameter / Length: 5/8" diameter – 17.5" length

LIFT AREAS

- In-molded upper saddle lift area
- Rust proof, high strength composite lower lift bar
- The lift bar is stronger than standard steel, has 360° rotation, and is easily replaceable

BOTTOM ABRASION PROTECTION

- Molded in wear strips

IMPRINTING

- In-mold asset management (bar code, RFID)
- Custom in-mold graphics on lid
- Custom hot-stamp on lid and body

CONTAINER SHIPMENT

- Truckload capacity is 1,080 carts with lids assembled

STANDARD COLORS

- Gray • Black • Green • Brown • Blue • Burgundy
- Custom colors available upon request



*Cascade Universal
35 Gallon Cart*



UNIVERSAL 64 GALLON CART

CART TYPE

- 64 gallon universal cart

CART MANUFACTURING PROCESS

- Injection molded with High Density Polyethylene (HDPE)
- UV stabilized against long term effects of the sun

RECYCLABILITY

- Carts are 100% recyclable

ANSI TEST RESULTS

- Meets or exceeds all performance standards

CART DIMENSIONS

- Height: 41.5"
- Width: 24"
- Depth: 27"

WHEELS

- 10" injection molded snap-lock wheels
- Plastic tread for a quieter roll

WEIGHT & LOAD RATING

- 29 pounds with a load rating of 224 pounds

AXLE

- Manufactured from 1010 steel
- Coated with zinc dichromate plating to prevent rust
- Diameter / Length: 5/8" diameter – 20" length

LIFT AREAS

- In-molded upper saddle lift area
- Rust proof, high strength composite lower lift bar
- The lift bar is stronger than standard steel, has 360° rotation, and is easily replaceable

BOTTOM ABRASION PROTECTION

- Molded in wear strips

IMPRINTING

- In-mold asset management (bar code, RFID)
- Custom in-mold graphics on lid
- Custom hot-stamp on lid and body

CONTAINER SHIPMENT

- Truckload capacity is 720 carts with lids assembled

STANDARD COLORS

- Gray • Black • Green • Brown • Blue • Burgundy
- Custom colors available upon request



*Cascade Universal
64 Gallon Cart*



UNIVERSAL 96 GALLON CART

CART TYPE

- 96 gallon universal cart

CART MANUFACTURING PROCESS

- Injection molded with High Density Polyethylene (HDPE)
- UV stabilized against long term effects of the sun

RECYCLABILITY

- Carts are 100% recyclable

ANSI TEST RESULTS

- Meets or exceeds all performance standards

CART DIMENSIONS

- Height: 46"
- Width: 26"
- Depth: 34.5"

WHEELS

- 10" injection molded or 12" blow molded snap-lock wheels
- Plastic tread for a quieter roll

WEIGHT & LOAD RATING

- 40 pounds with a load rating of 336 pounds

AXLE

- Manufactured from high strength low alloy steel
- Hot dipped galvanized to prevent rust
- Diameter / Length: .844" diameter – 23" length

LIFT AREAS

- In-molded upper saddle lift area
- Rustproof, high strength composite lower lift bar
- The lift bar is stronger than standard steel, has 360° rotation, and is easily replaceable

BOTTOM ABRASION PROTECTION

- Molded in wear strips

IMPRINTING

- In-mold asset management (bar code, RFID)
- Custom in-mold graphics on lid
- Custom hot-stamp on lid and body

CONTAINER SHIPMENT

- Truckload capacity is 522 carts with lids assembled

STANDARD COLORS

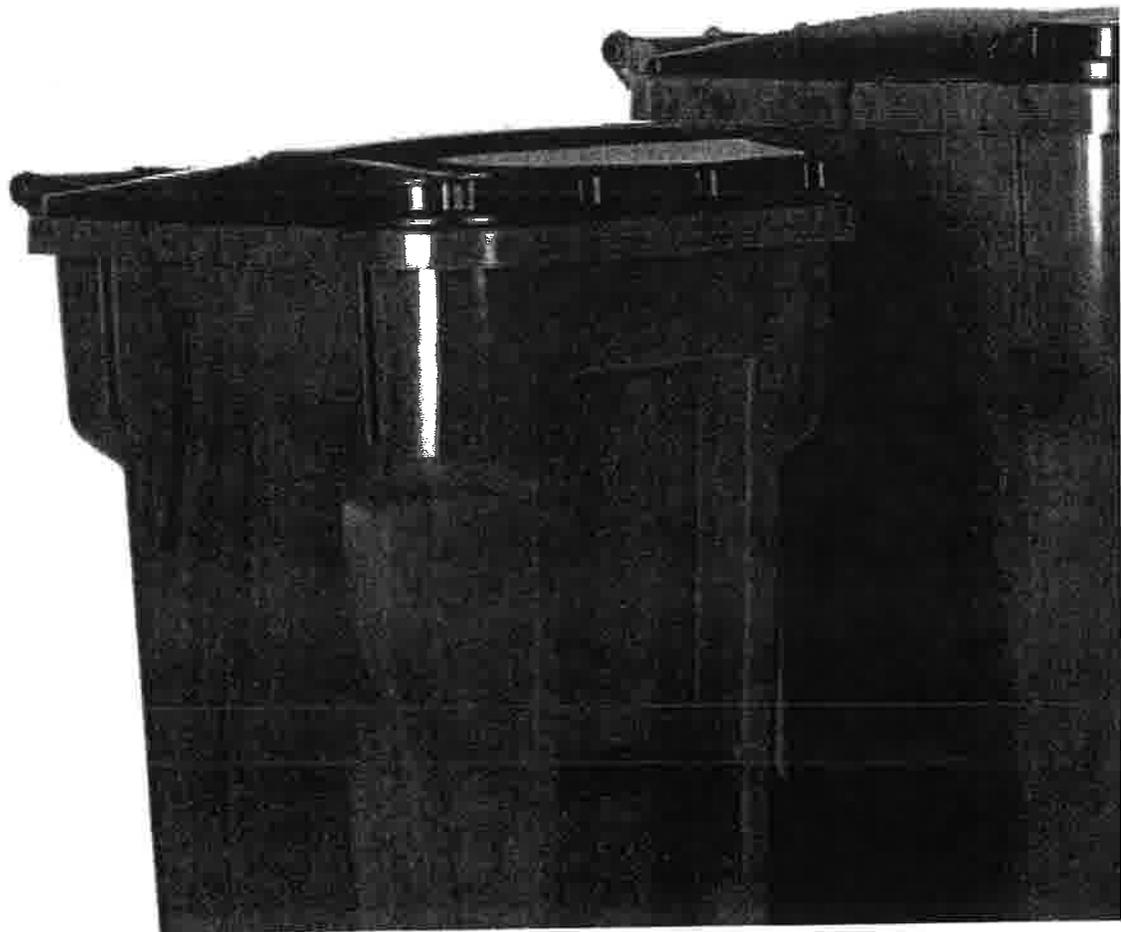
- Gray • Black • Green • Brown • Blue • Burgundy
- Custom colors available upon request

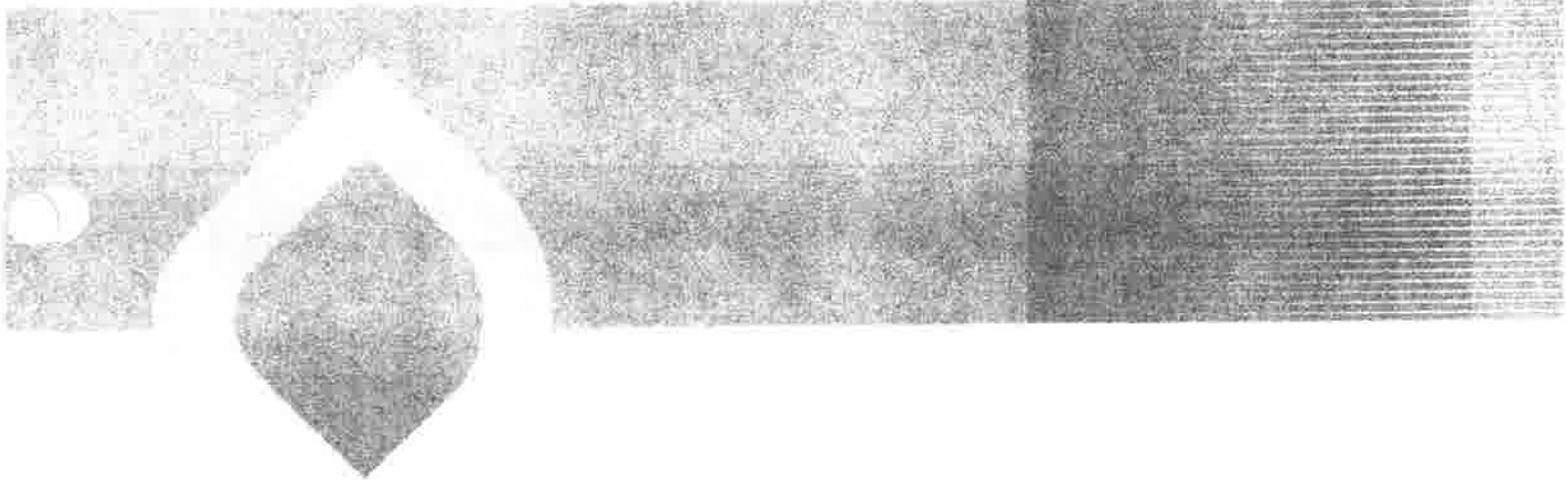


*Cascade Universal
96 Gallon Cart*



INNOVATIVE
INTELLIGENT
CAREFREE





Cart solutions designed with You in mind.

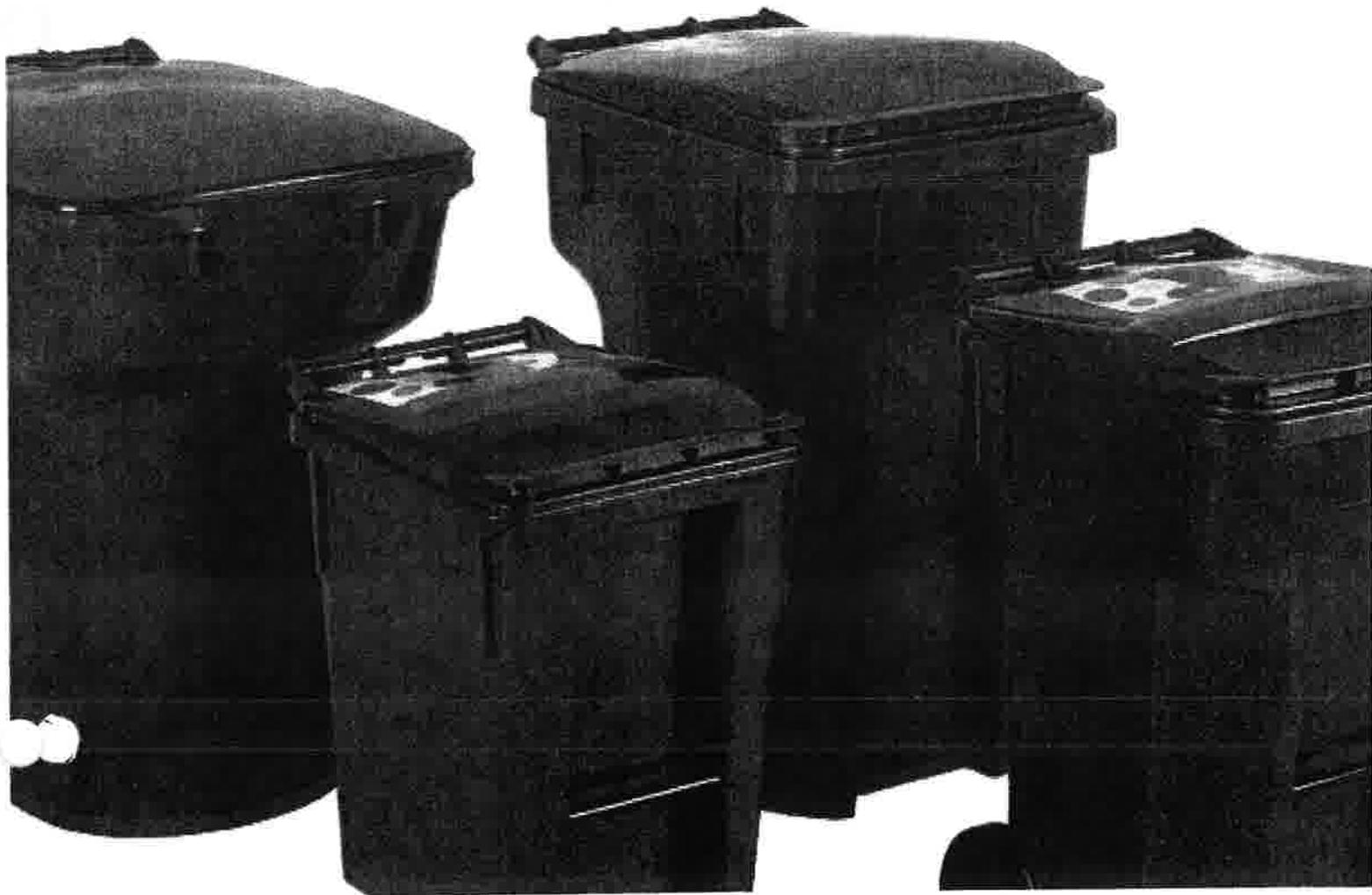
Cascade Cart Solutions is an industry leader in providing solutions to the solid waste and recycling industry. We pride ourselves in designing products and solutions with you in mind. Big or small, hauler or municipality, we've got the products and services to make your job easier, and to help your business run more efficiently.

ICON Series – A Symbol of Excellence

The ICON Series from Cascade Cart Solutions is a symbol of excellence in residential carts. Our carts have performed in the industry for over 20 years, and are compatible with virtually all semi and fully automated systems on the market today. With the ICON Series you will get a product that is designed for exceptional performance, durability and functionality. A true symbol of enduring performance.

ICON Series is available in three different sizes – 96 Gallon (Universal and Automated), 64 Gallon Universal and 35 Gallon Universal. Backed with a 10 year warranty, the ICON Series is guaranteed to the highest standards, meeting and exceeding all ANSI requirements for safety, compatibility and performance.

ALWAYS FUNCTIONAL
ALWAYS DEPENDABLE ALWAYS DURABLE



FEATURES

Material:	100% recyclable High Density Polyethylene
Process:	Injection molded
Capacity:	35, 64 and 96 gallon
Assembly:	Quick and simple – snap on wheels, axles and one-piece lift bar (composite or steel)
Durability:	UV stabilized, rugged design, weathers seasonal temperatures
Performance:	Optimal compatibility and functionality with both semi and fully automated systems
Design:	Easy handling, excellent balance and stability
Warranty:	10 years

CART ART

Colors:	Several standard and custom colors available
Hot Stamps:	Available in white, black, yellow and custom colors for body and lid
In-mold Lid Label:	Our unique in-mold graphics process allows full-color images to be molded directly into the lid, creating a permanent, fade-resistant bond that cannot be scratched off or damaged. In-mold graphics can be used to display safety or care instructions, disposal and/or recycling directions, company logos and municipal seals.
Warranty:	10 years on in-mold lid label!



	35 GALLON UNIVERSAL	64 GALLON UNIVERSAL	96 GALLON UNIVERSAL	96 GALLON AUTOMATED
Width	19"	24"	26"	29.5"
Depth	23.75"	27"	34.5"	38"
Height - Lid to Ground	37.5"	41.5"	46"	44"
Height - Cart Only	35"	38.75"	43"	43"
Wheel Diameter	8"/10"	10"	10"/12"	10"/12"
Axle	5/8"	5/8"	.844"	.844"
Carts Per Stack	9	9	9	10
Carts Per 53' Truck	1080	720	522	530

EcoCart®

The EcoCart from Cascade Cart Solutions is an eco-friendly waste and recycling collection cart that contains up to 50% recycled content and carries a third party certification. We use our innovative co-injection process to create a container that has high recycled content, exceptional durability and a high quality finish.

With the EcoCart, recycling has come full circle. By making carts with recycled content, we are helping to put back what's thrown out, increasing landfill diversion and enabling cities to meet their sustainability initiatives.

FEATURES

Material:	Up to 50% post consumer resin
Process:	Injection molded / Co-Injection
Capacity:	35, 64 and 96 gallon
Durability:	10 year warranty, optimal compatibility and functionality with both semi and fully automated systems
Finish:	Solid and Swirl/Recycled

Finish	Colors	Recycled Content	Available Sizes
Swirl/Recycled	 Blue Gray Green	40%	96 gallon 64 gallon
Solid	 Black	50%	96 gallon 64 gallon 35 gallon

SmartCart™

The SmartCart from Cascade Cart Solutions is an ICON Series cart outfitted with the Xtreme tag® brand of radio frequency identification tags. The Xtreme tag Snap In is designed exclusively to snap into the front rim of the ICON Series carts, saving time, effort and money. With the Xtreme tag design, you can be assured that the intelligence provided is protected from harsh environments and functions in extreme temperatures, ranging from -40C to 85C (-40F to 185F). The Xtreme tags are available in UHF and LF, and can also be riveted onto any cart or container.

BENEFITS

- Assign a RFID tag number to a specific location
- Generate information on waste and recycling for your community
- Determine participation rates / landfill diversion
- Measure efficiencies for each route
- Maximize profits for waste and recycling

Recycling

Whether you're considering a single stream or source separated recycling program, Cascade Cart Solutions has the products and systems to help build and implement an efficient recycling project.



Our ICON Series of containers are ideally suited for single stream recycling, with in-mold lid labels that can be used for displaying specific recycling instructions. We also offer a variety of recycle bins for curbside and desktside collection.

FEATURES

Material:	25-55% recycled content / High Density Polyethylene
Process:	Injection molded
Capacity:	Curbside – 14, 18 and 21 gallon Desktside – 14 and 28 quart
Warranty:	5 years

Waste-Mate®

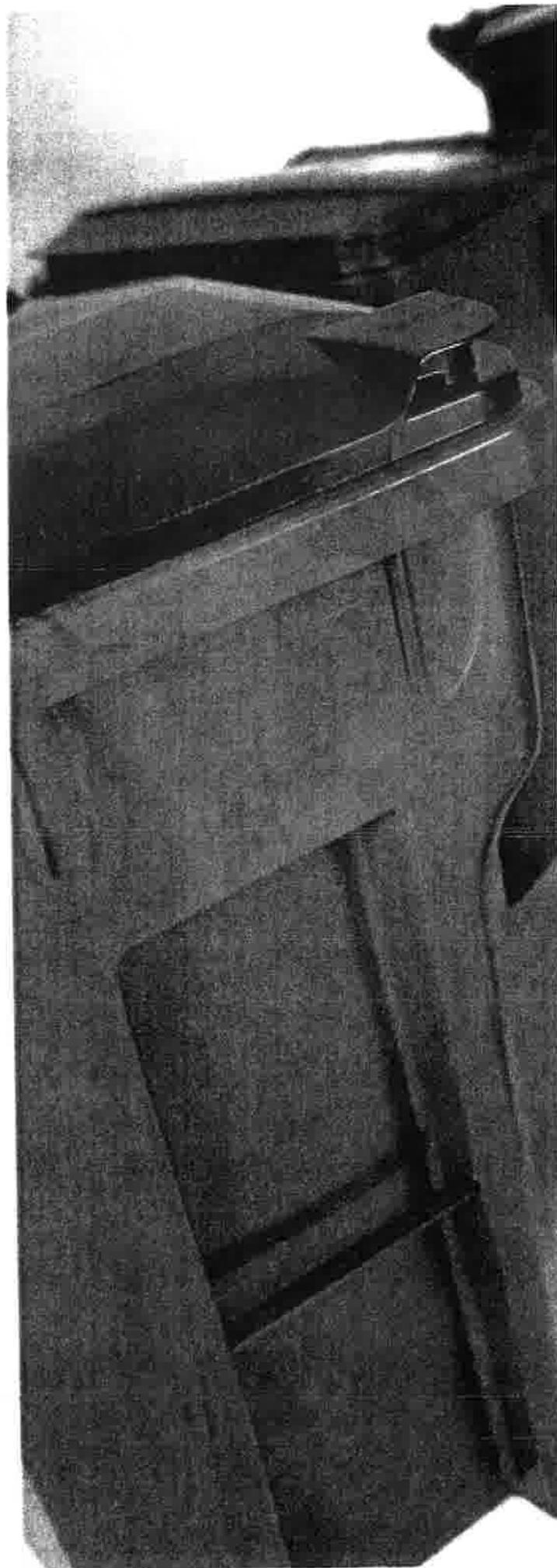
Waste-Mate is a versatile container that accommodates the needs of public waste and recycling collection. Featuring a double wall body, the Waste-Mate's durable, corrosion-free construction ensures years of indoor and outdoor service. The body and tub assemble quickly and the containers are easily movable with a hand truck.



Whether on the street or at the park, in a sports complex or shopping mall, the Waste-Mate fits into any collection environment.

FEATURES

Material:	Linear Low Density Polyethylene
Process:	Rotationally molded
Capacity:	64 gallon
Color:	Body – Dark Granite Gray Base and Liner - Black
Warranty:	1 year



Cart Care

Cart Care is a complete cart management program designed to give you worry free ownership of your cart base. We provide seamless assembly & delivery, verification that your customer base is accurate, management of the cart throughout its lifetime, and recycling of the cart at the end of its useful life. We do this while providing you with the highest level of communication, documentation and information to help you run your business. With Cart Care, you can focus on your business and leave cart management to us.

WHAT MAKES CART CARE DIFFERENT?

Cart Care products can be customized to address challenges that are specific to your business. Whether you require basic assembly & delivery or complete cart management through a Cart Care Center, we can tailor our product to meet your needs.

We use SmartCart™ technology and web based software to assign the container to a specific address, measure its activity, and then provide you with ongoing information on your cart base. You will know where each cart resides, as well as its management history.

CART2CURB

The Cart2Curb assembly & delivery program includes detailed project planning, and professional curbside delivery to your residents. We provide:

- Dedicated crews and equipment
- On-site program management
- Monday through Saturday dawn to dusk deliveries
- Delivery of literature with each cart
- Electronic assigning of assets to addresses
- Managing of inventory
- Web based daily reporting



CART CARE CENTERS

A Cart Care Center is established to house all repair activities, delivery trucks and inventory of new and refurbished carts. We take care of all activities related to your residential cart base so you can focus on collection and hauling operations. We provide:

- Completion of customer work order tickets (Deliveries, Swaps, Removals, Repairs)
- Managing of inventory
- Cart washing
- Cart inspection
- Reporting
- Recycling of carts at the end of their useful life

CART2CART

We are committed to environmental sustainability, helping companies and municipalities reduce their carbon footprint by recycling carts at the end of their useful life. We will recover any brand of HDPE injection molded carts and recycle bins, grind them into flake material and re-pelletize the material which then will be used in new containers made using our co-injection process. We are committed to this closed loop system and will work closely with your organization to take back containers in the most efficient way possible.

Route Check

Route Check will capture lost revenue, generate new revenue and clean your customer database. Keep your business in check with Route Check.

ROUTE CHECK WILL...

Capture Lost Revenue

By auditing each residential / commercial address within your collection routes, Route Check will capture more accurate information and eliminate free service by:

- Providing complete addresses
- Updating incorrect addresses
- Ensuring number of living units in multi-family structures
- Recording dwelling types
- Providing a list of unbilled customers

Generate New Revenue

Change is inevitable within communities. Residents build new homes, buy existing homes and change collection service. Businesses purchase, terminate and change commercial service frequently as well. Route Check will track these movements and generate revenue by:

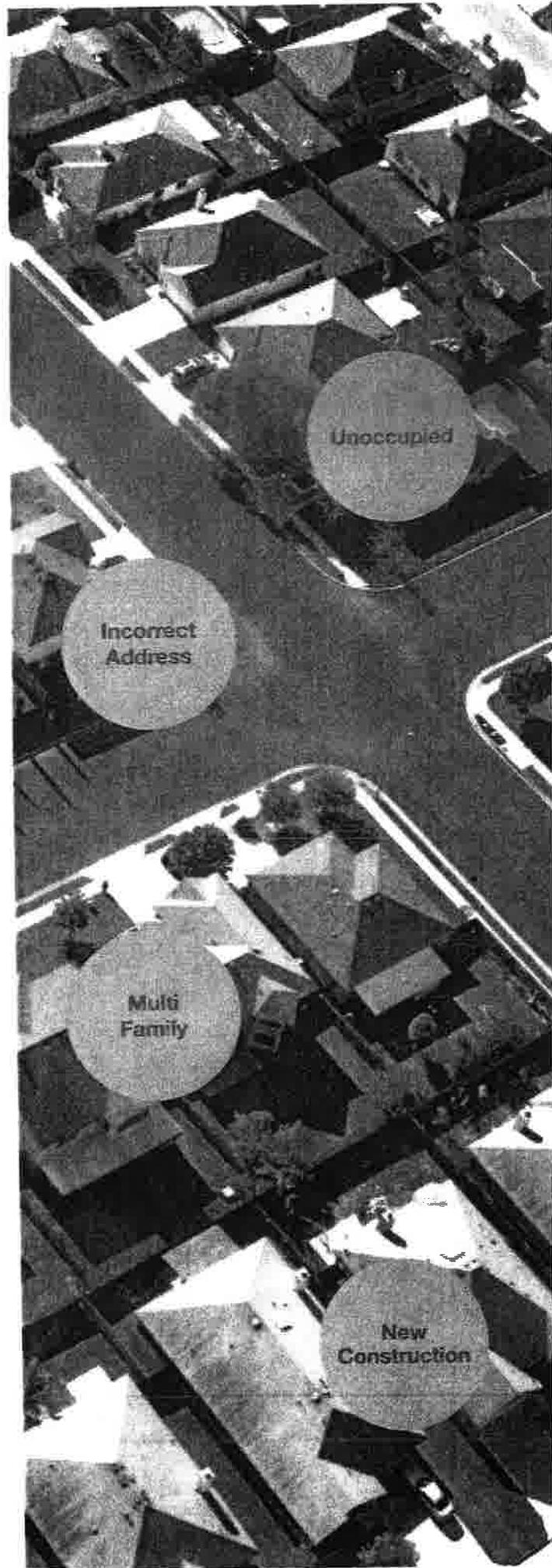
- Identifying new construction sites
- Discovery of new homes / customers
- Match container size to billing size

Clean Customer Database

The value of Route Check is cleaning the database that pays you. The output is a complete and accurate customer database that can be imported into your billing system. Implement the Route Check program and start collecting revenue today.

DID YOU KNOW...

3-8% of homes on a standard collection route are not in the database that pays you?



Commercial Containers

Cascade Cart Solutions offers a complete line of rotationally molded plastic frontload and rearload containers. Spend less time, less effort and less long-term expense on maintenance over the life of the container. Cascade's containers are durable, rugged and backed with a 5 year prorated warranty.

FRONTLOAD

Frontload containers are designed for use with most frontload truck bodies with pockets. All units have 3/16" front bumpers, 3/16" elongated side pockets, 3/16" top rails on all four sides and 3/16" formed caster channels.



REARLOAD

Rearload containers are designed for use on most rearload packer bodies. Each unit has 3/16" top rail on sides and back, 1 1/4" solid trunnion 78" long with 3/16" gussets welded solid from side rail to trunnion and 3/16" formed steel caster channels.



FEATURES

- Material:** 100% recyclable Low Density Polyethylene
- Process:** Rotationally molded
- Capacity:** 2, 3 and 4 Yard Frontload / 1.5 and 2 Yard Rearload
- Durability:** UV stabilized, dent / impact resistant, and longer product life than metal
- Performance:** Quiet (50 decibels less than metal counterpart), rust free (never needs painting) and simple to clean
- Design:** Stackable, lightweight and easy to maneuver, assembled with stainless steel fasteners for long life

Size	Truckload Qty. (53')	# Per Stack	Loading Rate (lbs)	Weight (lbs)	Dimensions D x W x H (includes casters)	Stacked Dimensions (includes casters and lids)
2 Yard Frontload Poly lid with casters	60	5	1500	370	41" x 82" x 52"	51" x 82" x 88"
3 Yard Frontload Poly lid with casters	50	5	2000	450	55" x 82" x 60"	70" x 82" x 96"
4 Yard Frontload Poly lid with casters	45	5	3000	492	59" x 82" x 69"	74" x 82" x 101"
1.5 Yard Rearload Poly lid with casters	78	6	1000	235	36" x 78" x 48"	48" x 78" x 88"
2 Yard Rearload Poly lid with casters	72	6	1500	285	48" x 78" x 48"	60" x 78" x 88"

Lifters

Cascade Cart Solutions offers a full line of lifters that meet all the rigorous requirements of semi automated collection systems. Cascade has numerous **Rotary Actuator Lifter** and **Cylinder Style Lifter** solutions that will satisfy any lifter application, be it side, front or rear loading. Cascade will work with you to design a custom system to meet your current and future collection needs.



RECYCLING SYSTEMS CLOSING THE LOOP

WATER

Sustainability

At Cascade Cart Solutions, a division of Cascade Engineering, we believe that sustainability drives innovation and growth across the three capitals that comprise the Triple Bottom Line. Cascade Engineering was founded in 1973 with the belief that a business could be profitable as well as socially and environmentally responsible. Over the years, this philosophy of business has been transformed into a commitment to achieve a sustainable enterprise with specific financial, social and environmental goals. We realize that our actions today impact the world of tomorrow, and - uniquely - as a private company, we have a special opportunity to demonstrate this commitment in our daily work.

We embrace sustainability and demonstrate our commitment through the many products and businesses we are developing.



RECYCLED CONTENT
RENEWABLE ENERGY



cascade
cart solutions

4950 Thirty-Seventh Street SE
Grand Rapids, MI 49512
P 800.968.2278
F 616.975.4902

www.cascadecartsolutions.com



CASCADE
engineering
The Cascade Family of Companies

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www.cascadeng.com



ADSWAST-01

BAILEYAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2012

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: certificates@willis.com	
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378	
INSURED ADS Waste Holdings, Inc. (See Attached List of Named Insureds) 7915 Baymeadows Way #300 Jacksonville, FL 32256	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
	INSURER B: First Mercury Insurance Company	10657
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D: NAS - North American Specialty Insurance Compa	29874
	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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		31GPP4985400	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> BI/PD Ded 500,000					PERSONAL & ADV INJURY \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/POP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		31CAB4985500	11/20/2012	11/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	NJEX000002068301	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTIONS				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		31WCI4985300	11/20/2012	11/20/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		N/A				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution		PPLG27059065001	11/20/2012	11/20/2015	See Attached
D	2nd Layer Excess		H2X000064500	11/20/2012	11/20/2013	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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.
For Informational Purposes Only	AUTHORIZED REPRESENTATIVE
	<i>[Signature]</i>

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Pollution Liability CARRIER: Illinois Union Insurance Company POLICY TERM: 11/20/2012 -11/20/2015 POLICY NUMBER: PPLG27059065001	\$25,000,000 Aggregate
POLICY TYPE: Excess Liability – 2 nd Layer CARRIER: North American Specialty Insurance Company POLICY TERM: 11/20/2012 – 11/20/2013 POLICY NUMBER: H2X000064500	\$10,000,000 Each Occurrence \$10,000,000 Aggregate

Named Insureds:

Advanced Disposal Waste Holdings Corp.
Advanced Disposal Services Southeast, Inc.
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, 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 Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services
Cobb County Transfer Station, LLC
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Pasco County, LLC
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 Rockingham County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Coastal Recyclers Landfill, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Firetower Landfill, LLC
Guardian Waste Group, Inc.
Hall County Transfer Station, LLC
Jones Road Landfill and Recycling, Ltd.
Middleton, LLC
Nassau County Landfill, LLC
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Pasco Lakes Inc.
Site Services, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Tallasse Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Wolf Creek Landfill, LLC
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.[2]
Highstar Waste Acquisition Corp.
IWStar Waste Holdings Corp.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
NEWS North East Holdings, Inc.
Vermont Hauling, Inc.
St. Johnsbury Transfer Station, Inc.
Moretown Landfill, Inc.
Burlington Transfer Station, Inc.
Waitsfield Transfer Station, Inc.
NEWS MA Holdings, Inc.
South Hadley Landfill, LLC
Oxford Transfer Station, LLC
WSI of New York, Inc.
North East Waste Transport, Inc.
PDC Disposal Co., Inc.

NEWS Mid-Atlantic Holdings, Inc.
WSI Medical Waste Systems, Inc.
Somerset Hauling, Inc.
WSI Sandy Run Landfill, Inc.
Community Refuse Service, Inc.
NEWS PA Holdings, Inc.
Community Refuse Service, LLC
Mostoller Landfill, LLC
WSI Sandy Run Landfill, LLC
Interstate Waste Services of Pennsylvania, LLC
Interstate Waste Services of Western Pennsylvania, Inc.
Evergreen Waste Solutions, Inc.
McAuliffe Hauling and Recycling Services, Inc.
Hinkle Hauling Service, Inc.
Eastern Trans-Waste of Maryland, Inc.
Mostoller Landfill, Inc.
WBLF Acquisition Company, LLC
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Eagle Environmental II, L.P.
Highstar Galante, Inc.
Champion Recycling, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Western Maryland Waste Systems, LLC
Interstate Waste Services Holding Co., Inc.
Interstate Waste Services of New Jersey, Inc.
I.W.S. Transfer Systems of NJ, Inc.
Garofalo Brothers, Inc.
Interstate Waste Services, Inc.
Crossroads Transfer Systems, Inc.
I.W.S. Transfer Systems of N.Y., Inc.
MWStar Waste Holdings Corp.[1]
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Emerald Park Landfill, LLC
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC

Advanced Disposal Services Hickory Meadows Landfill, LLC
Summit, Inc.
South Suburban, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Cypress Acres Landfill, Inc.
Parker Sanitation II, Inc.
Advanced Disposal Services Central Alabama, Inc.
Superior Waste Services of New York City, Inc.
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Urban Sanitation Limited
Sanitation Services Company Limited



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

A(n) *WISCONSIN Limited Liability Company* was validly authorized on February 2, 2007 to transact business in Michigan and that said Limited Liability Company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the Limited Liability Company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business that a domestic Limited Liability Company formed under this act may lawfully transact, except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 6th day of February, 2013



Director

Bureau of Commercial Services

TAB 6: Required Bid Forms

SECRETARY'S CERTIFICATE

This Secretary's Certificate is delivered pursuant to that certain Request for Proposals for non-hazardous solid waste collection, recycling collection and/or disposal services dated March 27, 2013 issued by the City/County of Geneva (the "RFP"). 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>
Charles C. Appleby	Chief Executive Officer
Walter H. Hall, Jr.	Chief Operating Officer
Richard Burke	President
Steven R. Carn	Chief Financial Officer, Treasurer
Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer
Mary O'Brien	Chief Marketing Officer
Scott Friedlander	Vice President - General Counsel, Secretary
Christian B. Mills	Deputy General Counsel, Assistant Secretary
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
James M. Rooney	Midwest Regional Vice President
Gerald Allen	Vice President of Landfills
Randy Arnold	Senior Vice President - Operations
Chris Diaz	Controller and Director of Finance and Accounting
Bobby Greene	Corporate Director - Safety
George Sides	Vice President of Sales
Marti Dickman	Vice President of Risk Management
Eric James	Vice President of Corporate Recycling
Glenn Guest	Vice President of Corporate Human Resources

IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 3/20/2013.

Scott E. J.
Secretary/Assistant Secretary

STATE OF Florida)
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 20 day of March, 2013 by Scott E. Friedlander He/She is personally known to me or has produced a _____ driver's license as identification.

NOTARY PUBLIC



Notary: Linda F. Atkinson
Print Name: Linda F. Atkinson
Notary Public, State of FL

RLI

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

www.rli.com

March 27, 2013

City of Geneva
City Administrator
22 South First Street
Geneva, Illinois 60134

RE: City of Geneva Solid Waste Services Contract

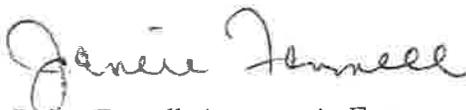
To Whom It May Concern:

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 payment and performance bonds, subject to acceptable contract terms by the parties, acceptable bond forms by us, as Surety, and consent of Advanced Disposal Services Solid Waste Midwest, LLC. 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
 P.O. Box 3967 | Peoria, IL 61612-3967
 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, 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 19th day of February, 2013.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 19th day of February, 2013, before me, a Notary Public, personally appeared Roy C. Die, 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 27th day of MARCH, 2013.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

