

AGENDA
COMMITTEE OF THE WHOLE
SPECIAL MEETING
December 18, 2018
2200 Harnish Drive
Village Board Room
- AGENDA -
7:45 P.M.

Trustee Jasper – Chairperson
Trustee Brehmer
Trustee Glogowski
Trustee Steigert
Trustee Sosine
Trustee Spella
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
3. **Community Development**
 - A. Consider a PUD Amendment for Skystream LLC Car Wash at Town Center
 - B. Presentation on a5 Economic Development Marketing Materials
4. **General Administration**
 - A. Consider an Agreement with Groot for Residential Waste and Recycle Collection
5. **Public Works & Safety**
 - A. Consider an Intergovernmental Agreement with School District 158 for a School Resource Officer
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: December 18, 2018

TO: Committee of the Whole

FROM: Benjamin A. Mason, AICP, Senior Planner

SUBJECT: **Case No. 2018-17. Sky Stream Car Wash – Final PUD Amendment**

Background

Mr. Kris Atanasov, owner of Sky Stream Car Wash located at 1520 E. Algonquin Road, has submitted a petition for a Major PUD Amendment to add some exterior mechanical equipment to the building. The car wash on the subject B-2 zoned property originally received PUD approval in 1995, and was previously occupied by Wright Car Wash. The petitioner recently purchased the property and is reinvesting in improvements to the car wash business. The current car wash bays were designed as self-service and the petitioner is proposing some upgrades to the facility to convert the southernmost two bays to a more automated wash service complete with dryers.

Staff Comments

The dryers are mounted outside the building due to limited space inside the bays, and are therefore considered mechanical equipment that requires screening, similar to the conditions the Village places on commercial development projects to install landscaping or other similar measures to screen, for example, a building's HVAC equipment.

Enclosed is a comprehensive proposal the petitioner submitted, outlining the steps the business owner is intending to undertake to screen the dryers from the adjacent frontage road and surrounding businesses. Additionally, the petitioner has responded to Staff's concerns that the noise from running the commercial dryers could be a nuisance affecting the peace of neighboring property owners and businesses.

To address the screening requirement, the petitioner has committed to planting a row of evergreen arborvitae similar to what is depicted in the attachment, at the property's southeast corner. The petitioner will also extend the southern building wall approximately 8 feet to the east, to screen the dryers from the frontage road.

An additional benefit of the proposed wall extension will be noise buffering, in particular the dampening of the sound from the dryers to the adjacent retail strip center and Starbucks drive-through located immediately to the south.

The petitioner has researched and is willing to implement additional measures to further reduce the decibel level of the dryers. According to the manufacturer chart for the Premier dryers the petitioner intends to operate, at 60 feet away the decibel level would be 75 when the dryers are in use, a decibel reading similar to the noise from a gas lawn mower.

The petitioner was initially not aware the addition of the dryers would require review and approval by the Village or Planning and Zoning Commission, and so had already installed the units and ordered plastic cone silencers which are shown in the attached photographs. The analysis offered by the petitioner suggests the silencer cones and wall will offer a reduction of 10 decibels; a reduction down to 65 decibels would be more akin to the sound of consistent vehicular traffic at a distance of 300 feet away.

Staff is comfortable with allowing the petitioner to proceed with the proposed screening and noise abatement measures – specifically, installation of the evergreen arborvitae and construction of the sound wall – with the condition that the Village reserves the right to require additional noise reduction measures if it receives complaints from surrounding property owners or businesses.

Planning and Zoning Recommendation

On December 10, 2018 the Planning and Zoning Commission considered the petition and unanimously recommended approval (6-0) of the request for the Final PUD Amendment for the proposed outdoor dryers associated with the car wash operations.

Recommendation

Staff concurs with the Planning and Zoning Commission and recommends approval of the Final PUD Amendment, subject to the following conditions:

1. The petitioner shall apply for all necessary building permits for the screening wall through the Community Development Department. The wall shall be constructed prior to activation of the outdoor dryer service.
2. The screening wall shall have an appearance consistent with the renderings included in the submittal packet date stamped received November 12, 2018. The brick shall match as closely as possible the existing brick on the main field of the building.
3. The evergreen arborvitae shall be planted at the southeast corner of the site, consistent with the renderings included in the submittal packet date stamped received November 12, 2018, as soon as the weather permits and by no later than July 1, 2019.
4. The Village reserves the right to require additional noise reduction measures – to include but not limited to the acoustic wall blanket and fiberglass silencer cones described as additional alternatives in the petitioner's submittal packet – if it receives complaints from surrounding property owners or businesses.

Attachments

AGENDA ITEM 5: Request for an Amended Final PUD
Case No. 2018-17 Sky Stream Car Wash, 1520 E. Algonquin Road
Petitioner: Kris Atanasov, property owner

OPEN PUBLIC HEARING AND ESTABLISH QUORUM

Mr. Farnum called roll to verify a quorum. Present: Commissioners Hoferle, Szpekowski, Postelnick, Laipert, Sturznickel and Chairperson Patrician. Absent: Neuhalfen. Farnum announced a quorum was present. Chairperson Patrician opened the public hearing and asked for petitioner comments.

PETITIONER COMMENTS

Ms. Cahill verified that proper notice of the meeting had been posted and swore in the petitioner, Kris Atanasov, owner of Sky Stream Car Wash at 1520 East Algonquin Road. The petitioner purchased the property to reinvest in the car wash and make it more modern. Outdoor dryers were installed, attached to the exterior of the building, to provide a fully-automated car wash option for customers. Due to the dryers being considered within the category of mechanical equipment, village code requires the units be screened and the petitioner is proposing both the addition of landscaping and a sound wall as a buffer to neighboring commercial properties.

Chairperson Patrician then asked for Staff Comments.

STAFF COMMENTS

Mr. Mason reviewed his staff report for the Commission. The property is zoned B-2, Business and received Final PUD approval for the car wash back in 1995. Staff supports the request for the outdoor dryers, per the conditions listed in the staff memo, that a sound wall be constructed to match the appearance of the building and evergreen arborvitae be added at the southeast corner of the site.

COMMISSION QUESTIONS/COMMENTS

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Sturznickel asked whether the business is open 24 hours, to which the petitioner responded yes it is.

Commissioner Szpekowski asked for confirmation where the existing Starbucks drive-up window is located, to which Mr. Mason stated approximately 60 feet south of the car wash building.

Chairperson Patrician suggested the screening wall be designed with some curvature to enhance the appearance of its design.

PUBLIC COMMENT

Chairperson Patrician called for public comments. There was no one wishing to make any public comment.

CLOSE PUBLIC COMMENT

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request for an Amended Final PUD to allow the addition of the outdoor dryers associated with the car wash operations at 1520 E. Algonquin Road. Commissioner Postelnick moved and Commissioner Hoferle seconded a motion to recommend approval of the request consistent with the petition submitted by the petitioner, the findings of fact listed in the December 10, 2018 Community Development memorandum and the conditions recommended by staff.

The Roll Call noted the following: Ayes: Commissioners Laipert, Szpekowski, Postelnick, Sturznickel, Hoferle and Chairperson Patrician. Nays: None. Absent: Neuhalfen. Motion carried 6-0.



**SKY Stream, LLC
(SKY Stream Car Wash)**

**1520 E. Algonquin Rd.
Algonquin, IL 60102**

**(708) 351-6001
skystreamllc.us@gmail.com**

Greetings,

My name is Kris Atanasov and these documents I'm presenting are for the PUD amendment required to retain the Premier Dryers in my newly bought car wash.

Since I just graduated school, I don't have much experience in any given field so I'm working hard on learning how to be successful and to do things the right way. My mentors and the contractors I hired have been very helpful, but even they didn't foresee that the dryers would become an issue for the city. I think that's partly because these dryers are the best on the market, providing an excellent service and incorporating state of the art sound-suppression technology.

Because *Wright Wash* was a very old business build in 1995, there wasn't much I could do in order to make it as amazing as some of the newer washes. It was a very risky investment, and the best I could do is to improve the overall service by fixing all the broken things and adding on something newer, such as the dryers. According to everyone I spoke with and my own research, good dryers are absolutely necessary in order to provide a good service (especially in my case when I'm dealing with such an old business model and building).

I now understand that I need to screen them somehow, so I've come up with the idea to erect a wall next to the dryers and to plant some evergreen trees across from them. This will both screen the dryers from Ryan Parkway as well as dampen the noise they make. Please take a look at my sketches and descriptions. The wall will be made to look uniform with the building (same color scheme) and will have some type of insulation material to reduce the noise going toward Ryan Parkway. Also, the plan is to plant some emerald green evergreen trees across from the dryers to provide additional screening and to absorb even more noise going in that direction.

I get that there's a Starbucks drive-thru about 60 feet away, and I've already emailed the owner, letting them know that I have these new dryers. I'm a frequent Starbucks customer myself and I'm friendly with

the staff there, so I have not received any complaints or negative feedback whatsoever. They seem to be okay with it.

In addition, I've included a decibel reading sheet of the Premier Dryers. With the new model silencers I currently have, the decibel reading should be around 4-6 DB's lower. Building a wall will drop it by another 6-8 DB's according to a masonry experts I talked to, and incorporating some form of isolation material could reduce it by that much more on that side. For instance, 2" Thick Quilted Fiberglass Panels are proven to reduce noise by up to 32 DB's. There are also other options, such as adding fiberglass motor silencers and fiberglass covers to the dryers, each of which will lower the decibel reading by another 2-3 decibels according to Premier. But I honestly don't believe that will be even necessary because everything else will significantly lower the decibel reading.

I think it's important to mention that there will be shut-off installed, so both sets of dryers will not be able to run at the same time. Also, these dryers will only be included in the more expensive options of the automatic bays, so they will not be running that often (plus, their cycle will be limited to only 45 seconds). Sometimes, they won't be running for many hours on end because they'll be a deluxe option, and because there are 4 other bays without dryers that customers will use. But, they will be necessary for the denizens who want to get the best service possible and come out with spotless cars on the other side.

In conclusion, my plan is designed to screen the Premier dryers and lower their noise, especially on the Ryan Parkway side, so that they do not disturb any of the other businesses in the area. Although Premier couldn't get a 100ft and 150ft reading to me, I'll be able to conduct this study myself if I get permission to obtain the electrical permit and start them up. Everything's still a work in progress, but I definitely need these dryers in order to provide a good service and make the people of Algonquin happy with the wash. Please review my plan and let me know what to do — I'm very open to suggestions and am willing to work with Algonquin in order to create a win-win situation for everyone.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristiyan Atanasov', with a stylized flourish at the end.

Kristiyan Atanasov
(Managing Member)

How it looks currently



Rough draft of proposed screening - emerald green arbovitae/evergreens. They will be planted at an appropriate distance from each other & will screen the dryers well as they grow.



The evergreens will be planted when they are 5-6 ft. tall and will keep growing from there.
If the village prefers another type of tree/shrub, please let me know.

Overall sketch



How it looks currently



Rough draft of how it
will look with the proposed
screening

(It will actually look way more aesthetic
than this when a professional masonry
company gets to work).
There will be isolation material incorporated
on the other side to further reduce
the noise



Example

Date: 11/08/2018

Address

1530 E Algonquin Rd, Algonquin, IL 60109

Phone

708-351-6001

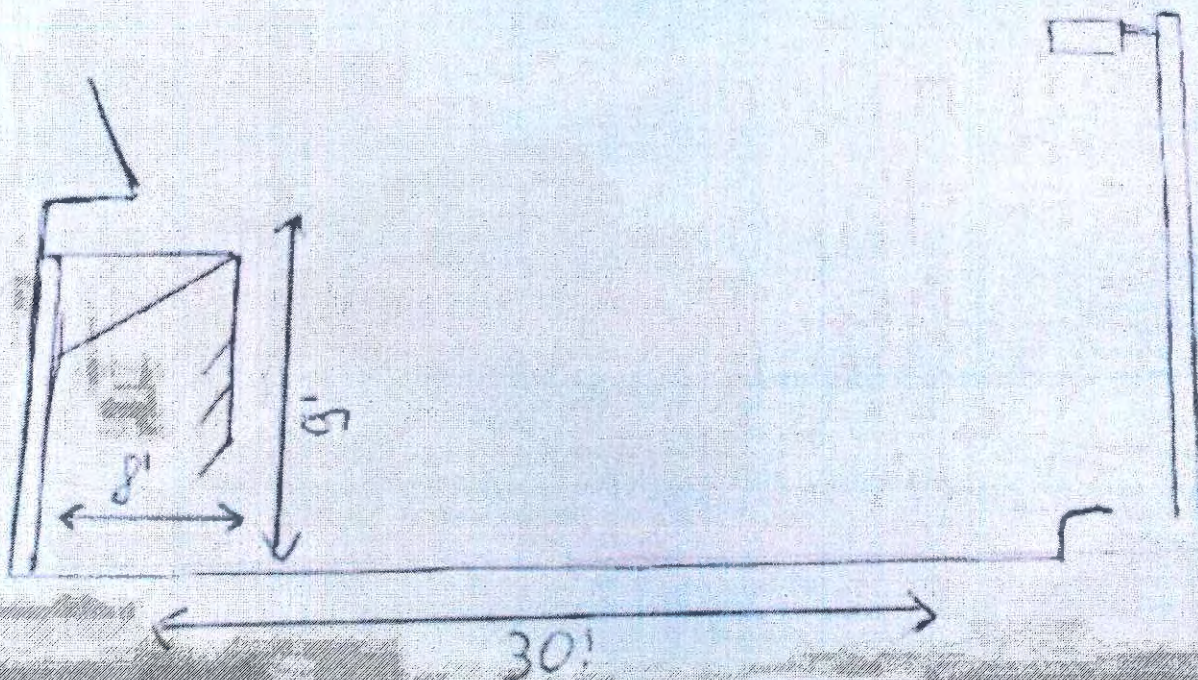
Email

✓

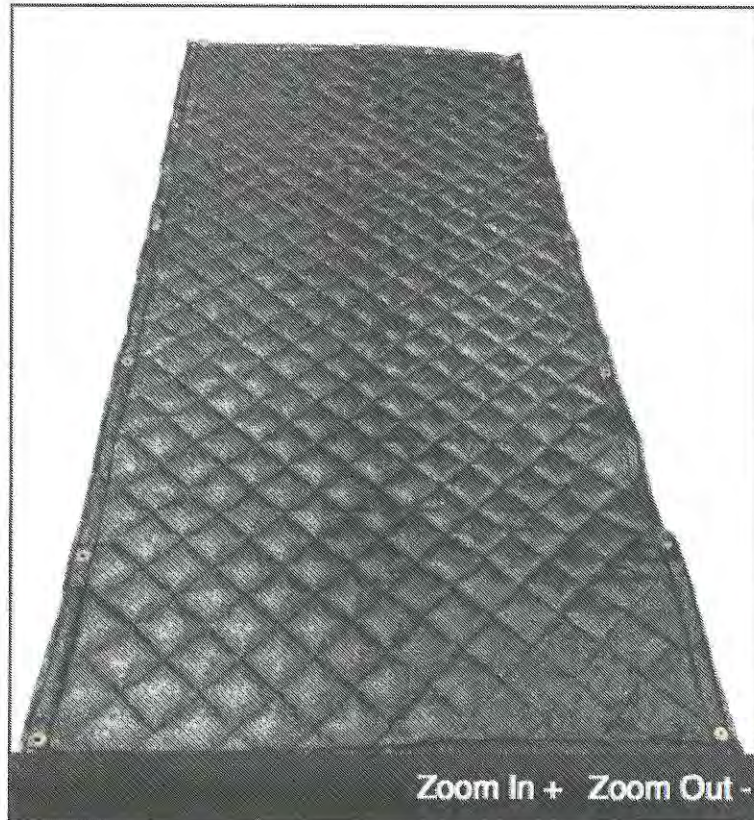
First and last names

✓

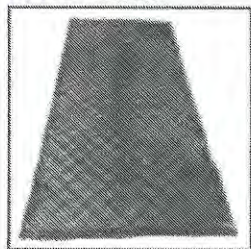
foundation footing and foundation 60"
masonry wall 8" x 9" Top lines low sill 10"
control joint between new masonry wall and existing



Home / All Categories / Welding & Safety / Industrial Noise Control Acoustic Wall Blanket



More Views



A similar type of insulation will be integrated in order to further increase the wall's effectiveness to dampen the noise

Item No. SCC-AB

Brand: Steel Guard Safety

Industrial Noise Control Acoustic Wall Blanket

Our Price From: \$65.95

Availability: In stock

Be the first to review this product

Industrial Noise Control Acoustic Wall Blanket

Acoustic Wall Blankets Reduce Noise in Industrial Environments

Steel Guard Safety's Sound Shield Acoustical Wall Blanket features easy attachment with brass grommets. Quilted vinyl on one side w a 1" thick or 2" Thick Quilted Fiberglass Panels to choose from. This lightweight easy to move substrate features up to 21 dB of noise reduction at 4000 Hz with 1" Thick and 32 dB noise reduction with the 2" Thick Panels. Quilted Vinyl side is resistant to grease, oil, water, and other chemicals. Meets NFPA-701 & ASTM E84 Class 1 flame resistance standards.

Usually Ships in 6-8 Business Days



DECIBEL READINGS / LEVELS: ALL READINGS MAY VARY WITH BAY TYPES, SURROUNDINGS AND VARIABLE TYPES OF CONSTRUCTIONS.

DISTANCE FROM BAY:	30HP EXIT DOOR CLOSED	30HP EXIT DOOR OPEN
10FT.	76	89
20FT.	72	87
30FT.	70	82
40FT.	66	78
50FT.	66	78
60FT.	64	75



*DECIBEL LEVELS MAY DROP 4 TO 5 DBA'S OR MORE WITH FULL COVER SURROUNDS OR SILENCER CONES. READINGS MAY VARY.

Current Silencers (cones)
Plastic



Additional Dampening



Sarah Thurs

to me ▾

📧 1:12 PM (1 hour ago)



Hi Kris,

(for motors)

Please see the attached drawing of our fiberglass silencer cone or our fiberglass cover.

Either option will lower your decibel reading by 2-3 decibels.

→ ~5 DB's

I'm not able to provide decibel readings for applications we have not actually tested. There are too many variables involved to get a true estimation of your specific decibel level. You can get a decibel reading app on your phone that may help you in this case. Or you may be able to find someone local to you who has a decibel reader (acoustical engineer or someone who installs home entertainment systems for example)

Let me know if I can provide any other info.

Thanks,

Sarah Banaszak

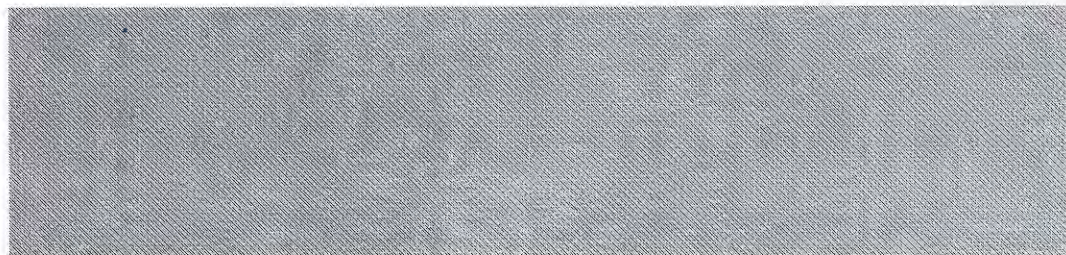
Inside Sales & Logistics

Accounts Receivable

- Precision Laser Cutting

- Premier Dryers & Vacs

- Premier Manufacturing



Since Premier couldn't put together a new chart for me with all the dampening methods I have in mind, I thought I would make an educated guess myself based on research and findings.

This is just an estimate, I would have to test it out along the way in order to be sure.

At 60 ft away without anything = 75 DB's

Considering Positioning + building structure —> -2 DB's

With current silencer cones (plastic) —> -4 DB's

With the new wall —> -6 DB's

With Isolation material incorporated —> -8 DB's

NEW total at 60ft = 55 DB's

Additional contingencies:

With a fiberglass silencer (on motors) —> -2.5 DB's

With a Fiberglass cover —> -2.5 DB's

Final Total at 60ft = 50 DB's

Quick References:

Normal Speaking Voice = 65-70 DB's

Home or Office Background Noise = 40-60 DB's

Re: Drive-Thru Sound Pressure Levels From the Menu Board or Speaker Post

The sound pressure levels from the menu board or speaker post are as follows:

1. Sound pressure level (SPL) contours (A weighted) were measured on a typical HME SPP2 speaker post. The test condition was for pink noise set to 84 dBA at 1 foot in front of the speaker. All measurements were conducted outside with the speaker post placed 8 feet from a non-absorbing building wall and at an oblique angle to the wall. These measurements should not be construed to guarantee performance with any particular speaker post in any particular environment. They are typical results obtained under the conditions described above.
2. The SPL levels are presented for different distances from the speaker post:

Distance from the Speaker (Feet)	SPL (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

3. The above levels are based on factory recommended operating levels, which are preset for HME components and represent the optimum level for drive-thru operations in the majority of the installations.

This sheet provides an estimate of the Starbucks drive-thru speaker. It is way louder than the dryers with respect to the distance.



VILLAGE OF ALGONQUIN
COMMUNITY DEVELOPMENT DEPARTMENT

– M E M O R A N D U M –

DATE: December 14, 2018

TO: Russell Farnum, AICP, Community Development Director

FROM: Teresa Nortillo

SUBJECT: 2019 Economic Development Marketing Strategy

There are several marketing strategies that will be implemented in 2019 that would incorporate the marketing material designed by a5 and leverage the contact database we are developing from our recent trade show visits.

1. Developer/Broker Meetings

As part of attendance at the Chicago Industrial Properties and ICSC Deal Making conferences, the Village received the attendance list which included brokers, developers and end users.

We are using this list to set appointments with the brokers, developers and end users from each conference that make sense based on our target markets. The goal is to have at least five appointments each month.

The following appointments have been made or are scheduled for December 2018:

- Brown Commercial
- NAI Hiffman
- Gallant Building Solutions
- Entre Commercial
- Landmark Development

Appointments will continue to be scheduled on a regular basis, and the marketing materials prepared by a5 will be the centerpiece of our discussions with the brokers, developers and end users.

2. Digital marketing

The Village needs to increase its presence in the social and digital world. Digital marketing will be used to enhance the Village presence through the following methods:

- Email marketing - We will leverage the marketing materials developed by a5 to create an email campaign for the retail and industrial properties. The e-mail marketing campaign would consist of seven to eight emails per month highlighting available properties and telling a unique and different story about Algonquin in each email. The a5 email template would also be used in the email marketing campaign
 - Social Media Marketing –
 - LinkedIn – We will be creating a standalone APlus Algonquin LinkedIn page that can be used to push out economic development news. It should include any news stories, recent business announcements etc. Our goal is to have at least one new story on LinkedIn per week.
 - Facebook and Twitter – All LinkedIn posts will be shared with other Staff for posting on the Village Facebook and Twitter feeds.
- 3. Trade Shows** – The materials prepared by a5 had a very positive reception at our trade shows attended by Staff. This includes the community profile, all the sell sheets and the trade show panels. Staff attended three trade shows in in Q4 2018:
- SelectChicago
 - ICSC Deal Making Show Chicago
 - Chicago Industrial Properties – Logistics and Transportation Conference

Staff will continue to attend key industry trade shows in 2019, including but not limited to the following:

- ICSC Deal Making Show Chicago
 - Chicago Industrial Properties – Logistics and Transportation Conference
 - Chicago Industrial Properties – Industrial Forecast Conference
 - SelectChicago 2019
 - SIOR World Conference – Chicago
 - Medical Design & Manufacturing (MD&M) Minneapolis
 - FABTECH 2019 - North America's Largest Metal Forming, Fabricating, Welding and Finishing Event - Chicago
 - 3PL Summit Chief Supply Chain Officer Forum – Chicago, IL
- 4. RFI (Request for Information) and Site Selection responses** – The Village data from the community profile and sell sheets is now easily accessible data for DCEO (Department of Commerce and Economic Opportunity) or other RFI responses.

Staff have responded to the following RFP's since September

- NIFA/ERS - National Institute of Food and Agriculture (NIFA) and the Economic Research Service (ERS)
- Project Fireball – Auto OEM parts manufacturing

Staff will continue to respond to every request if the Village has a viable site that meets the profile outlined in the inquiry.

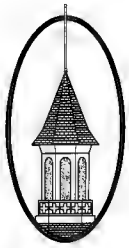
5. **Advertising** – Staff is determining which print and digital advertisement we should include for 2019. The sell sheets and email strategies will be used to develop the advertising campaign. The advertising will be focused around the trade shows we attend and industry specific events.

6. **Business Retention and Expansion – Third party testimonials** - Smart communities are turning to credible third parties to tell their stories of success. Especially powerful are programs that recruit socially savvy local business executives and residents and utilize them as digital ambassadors. Tampa, El Paso, Denver and Louisville are among the innovators in this space.

This is where Staff will use the Algonquin + (*something*) campaign. Based on feedback from our business community collected from the BRE program, Staff will use the stories & testimonials to push out a digital campaign.

The testimonials will be placed upon the A+ website, in regular newsletters and social media, as outlined above.

The key lesson...what others say about your community is more important than what you say about yourself.



VILLAGE OF ALGONQUIN

GENERAL SERVICES ADMINISTRATION

– MEMORANDUM –

DATE: December 11, 2018

TO: Tim Schloneger

FROM: Michelle Weber

SUBJECT: Waste Hauler RFP

Last month, a request for proposal (RFP) was sent to approximately thirteen waste haulers in the area. In the request, haulers were asked to submit proposals for a term of both 5 years and 7 years and two different proposal options:

1. Sticker Program (current program)
2. Graduated Cart Program

STICKER PROGRAM:

Two haulers quoted the sticker program: Groot Industries and Prairieland Disposal.

Currently stickers are \$3.50 per sticker. In Groot's proposal, first year sticker price (\$3.00) would be a savings of approximately 14% per sticker. Residents that choose the 90 gallon toter option would also save approximately 17% (\$24 current proposed price \$20), the first year.

As shown below, the average over the 7-year term (using 1 sticker a week for 52 weeks a year), Groot's rates were substantially lower than Prairieland for single family.

	Single Family	
	Trash Sticker	90 Gal Toter
Current Prices	\$ 182.00	\$ 288.00
Groot Industries	\$ 168.55	\$ 243.22
Prairieland Disposal	\$ 478.40	\$ 332.18

GRADUATED CART PROGRAM:

The graduated cart program received quotes from four haulers: Groot Industries, Waste Management, Prairieland Disposal, and Flood Waste Solutions. Again, for single family homes, Groot's annual average rates, over a 7-year term, are lower than the other three proposals.

	Single Family Gallon Toter		
	35	65	95
Groot Industries	\$ 156.55	\$ 159.19	\$ 162.36
Flood Waste Solutions	\$ 205.71	\$ 241.63	\$ 265.71
Prairieland Disposal	\$ 283.01	\$ 289.25	\$ 295.85
Waste Management	\$ 277.78	\$ 291.12	\$ 304.56

Included in the packet is the complete bid tabulation sheet as well as Groot's proposal submission.

Staff recommends that we continue with the status quo (sticker program with available cart rental), with Groot as the Village's residential waste hauler for a 7-year term.

If agreed, please move this to the Village Board for approval.

Waste Hauler Proposal Summary Sticker Program 5-Year Term

[illegible]

Waste Hauler Proposal Summary Graduated Cart Program 5-Year Term

<u>Hauler</u>	<u>Year</u>	<u>35G Toter Trash</u>	<u>65G Toter Trash</u>	<u>95G Toter Trash</u>	<u>Outside the Cart Under 50#</u>	<u>Outside the Cart Over 50#</u>	<u>Yard Sticker</u>	<u>95G Toter Leaf</u>	<u>Additional Recycle Toter</u>	<u>White Goods</u>	<u>Electronics</u>	<u>Multi-Fam</u>	<u>Per Cubic Yard</u>
Groot Industries	Year 1	\$ 12.70	\$ 12.90	\$ 13.15	\$ 2.50	\$ 40.00	\$ 2.50	\$ 20.00		\$ 30.00	\$30+\$5	\$ 15.00	\$ 15.00
	Year 2	\$ 13.02	\$ 13.22	\$ 13.48	\$ 2.56	\$ 40.00	\$ 2.56	\$ 20.50		\$ 30.00	\$30+\$5	\$ 15.38	\$ 16.00
	Year 3	\$ 13.35	\$ 13.55	\$ 13.82	\$ 2.62	\$ 40.00	\$ 2.62	\$ 21.01		\$ 30.00	\$30+\$5	\$ 15.76	\$ 17.00
	Year 4	\$ 13.68	\$ 13.89	\$ 14.17	\$ 2.69	\$ 40.00	\$ 2.69	\$ 21.54		\$ 30.00	\$30+\$5	\$ 16.15	\$ 18.00
	Year 5	\$ 14.02	\$ 14.24	\$ 14.52	\$ 2.76	\$ 40.00	\$ 2.76	\$ 22.08		\$ 30.00	\$30+\$5	\$ 16.55	\$ 19.00
	Annual Average	\$ 160.25	\$ 162.72	\$ 165.94			\$ 31.51	\$ 252.31				\$ 189.22	
Flood Waste Solutions	Year 1	\$ 14.25	\$ 17.25	\$ 19.25	\$ 3.40	\$ 6.80	\$ 3.40	\$ 20.00		\$ 20.00	\$ 30.00	\$ 14.50	\$ 8.00
	Year 2	\$ 14.95	\$ 17.95	\$ 19.95	\$ 3.60	\$ 7.20	\$ 3.60	\$ 20.00		\$ 20.00	\$ 30.00	\$ 15.00	\$ 8.00
	Year 3	\$ 15.95	\$ 18.95	\$ 20.95	\$ 3.80	\$ 7.60	\$ 3.80	\$ 21.00		\$ 30.00	\$ 40.00	\$ 15.50	\$ 10.00
	Year 4	\$ 16.95	\$ 19.95	\$ 21.95	\$ 4.00	\$ 8.00	\$ 4.00	\$ 22.00		\$ 30.00	\$ 40.00	\$ 16.00	\$ 10.00
	Year 5	\$ 17.95	\$ 20.95	\$ 22.95	\$ 4.20	\$ 8.40	\$ 4.20	\$ 23.00		\$ 30.00	\$ 40.00	\$ 16.50	\$ 12.00
	Annual Average	\$ 192.12	\$ 228.12	\$ 252.12			\$ 45.60	\$ 254.40				\$ 186.00	
Prairieland Disposal	Year 1	\$ 21.98	\$ 22.48	\$ 22.98	\$ 7.00	\$ 10.50	\$ 3.50	\$ 10.50		\$ 35.00	No Charge	\$ 12.50	\$ 25.00
	Year 2	\$ 22.75	\$ 23.27	\$ 23.78	\$ 7.50	\$ 11.25	\$ 3.75	\$ 11.25		\$ 35.00	No Charge	\$ 13.00	\$ 25.00
	Year 3	\$ 23.55	\$ 24.06	\$ 24.62	\$ 8.00	\$ 12.00	\$ 4.00	\$ 12.00		\$ 35.00	No Charge	\$ 13.50	\$ 25.00
	Year 4	\$ 24.37	\$ 24.90	\$ 25.48	\$ 8.50	\$ 12.75	\$ 4.25	\$ 12.75		\$ 35.00	No Charge	\$ 14.00	\$ 30.00
	Year 5	\$ 25.23	\$ 25.77	\$ 26.37	\$ 9.00	\$ 13.50	\$ 4.50	\$ 13.50		\$ 35.00	No Charge	\$ 14.50	\$ 30.00
	Annual Average	\$ 282.91	\$ 289.15	\$ 295.75			\$ 48.00	\$ 144.00				\$ 162.00	
Waste Management	Year 1	\$ 20.83	\$ 21.83	\$ 20.83	\$0/\$3.50		\$ 4.50	\$ 21.00		\$ 30.00	\$ 30.00	\$ 14.60	\$ 25.00
	Year 2	\$ 21.56	\$ 22.58	\$ 21.56	\$0/\$3.62		\$ 4.66	\$ 21.74		\$ 31.05	\$ 31.05	\$ 15.11	\$ 25.88
	Year 3	\$ 22.31	\$ 23.38	\$ 22.31	\$0/\$3.75		\$ 4.82	\$ 22.50		\$ 32.14	\$ 32.14	\$ 15.64	\$ 26.79
	Year 4	\$ 23.09	\$ 24.20	\$ 23.09	\$0/\$3.88		\$ 4.99	\$ 23.30		\$ 33.26	\$ 33.26	\$ 16.19	\$ 27.73
	Year 5	\$ 23.90	\$ 25.05	\$ 23.90	\$0/\$4.02		\$ 5.16	\$ 24.11		\$ 34.42	\$ 34.42	\$ 16.76	\$ 28.70
	Annual Average	\$ 268.06	\$ 280.90	\$ 268.06			\$ 57.91	\$ 270.36				\$ 187.92	

Waste Hauler Proposal Summary Graduated Cart Program 7-Year Term

Hauler	Year	35G Toter Trash	65G Toter Trash	95G Toter Trash	Outside the Cart Under 50#	Outside the Cart Over 50#	Yard Sticker	95G Toter Leaf	Additional Recycle Toter	White Goods	Electronics	Multi-Fam	Per Cubic Yard
Groot Industries	Year 1	\$ 12.10	\$ 12.30	\$ 12.55	\$ 2.50	\$ 40.00	\$ 2.50	\$ 20.00		\$ 30.00	\$30+\$5	\$ 15.00	\$ 15.00
	Year 2	\$ 12.40	\$ 12.61	\$ 12.86	\$ 2.56	\$ 40.00	\$ 2.56	\$ 20.50		\$ 30.00	\$30+\$5	\$ 15.38	\$ 15.50
	Year 3	\$ 12.71	\$ 12.93	\$ 13.18	\$ 2.62	\$ 40.00	\$ 2.62	\$ 21.01		\$ 30.00	\$30+\$5	\$ 15.76	\$ 16.00
	Year 4	\$ 13.03	\$ 13.25	\$ 13.51	\$ 2.69	\$ 40.00	\$ 2.69	\$ 21.54		\$ 30.00	\$30+\$5	\$ 16.15	\$ 16.50
	Year 5	\$ 13.36	\$ 13.58	\$ 13.85	\$ 2.76	\$ 40.00	\$ 2.76	\$ 22.08		\$ 30.00	\$30+\$5	\$ 16.55	\$ 17.00
	Year 6	\$ 13.69	\$ 13.92	\$ 14.20	\$ 2.83	\$ 40.00	\$ 2.83	\$ 22.63		\$ 30.00	\$30+\$5	\$ 16.96	\$ 17.50
	Year 7	\$ 14.03	\$ 14.27	\$ 14.56	\$ 2.90	\$ 40.00	\$ 2.90	\$ 23.20		\$ 30.00	\$30+\$5	\$ 17.38	\$ 18.00
	Annual Average	\$ 156.55	\$ 159.19	\$ 162.36			\$ 32.33	\$ 258.79				\$ 194.02	
Flood Waste Solutions	Year 1	\$ 14.25	\$ 17.20	\$ 19.25	\$ 3.40	\$ 6.80	\$ 3.40	\$ 20.00		\$ 20.00	\$ 30.00	\$ 14.50	\$ 8.00
	Year 2	\$ 14.95	\$ 17.95	\$ 19.95	\$ 3.60	\$ 7.20	\$ 3.60	\$ 20.00		\$ 20.00	\$ 30.00	\$ 15.00	\$ 8.00
	Year 3	\$ 15.95	\$ 18.95	\$ 20.95	\$ 3.80	\$ 7.60	\$ 3.80	\$ 21.00		\$ 30.00	\$ 30.00	\$ 15.50	\$ 10.00
	Year 4	\$ 16.95	\$ 19.95	\$ 21.95	\$ 4.00	\$ 8.00	\$ 4.00	\$ 22.00		\$ 30.00	\$ 40.00	\$ 16.00	\$ 10.00
	Year 5	\$ 17.95	\$ 20.95	\$ 22.95	\$ 4.20	\$ 8.40	\$ 4.20	\$ 23.00		\$ 30.00	\$ 40.00	\$ 16.50	\$ 12.00
	Year 6	\$ 18.95	\$ 21.95	\$ 23.95	\$ 4.50	\$ 9.00	\$ 4.50	\$ 24.00		\$ 30.00	\$ 40.00	\$ 17.00	\$ 12.00
	Year 7	\$ 21.00	\$ 24.00	\$ 26.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 25.00		\$ 30.00	\$ 40.00	\$ 17.50	\$ 14.00
	Annual Average	\$ 205.71	\$ 241.63	\$ 265.71			\$ 48.86	\$ 265.71				\$ 192.00	
Prairieland Disposal	Year 1	\$ 21.98	\$ 22.48	\$ 22.98	\$ 7.00	\$ 10.50	\$ 3.50	\$ 10.50		\$ 35.00	No Charge	\$ 12.50	\$ 25.00
	Year 2	\$ 21.98	\$ 22.48	\$ 22.98	\$ 7.00	\$ 10.50	\$ 3.50	\$ 10.50		\$ 35.00	No Charge	\$ 12.50	\$ 25.00
	Year 3	\$ 22.75	\$ 23.27	\$ 23.78	\$ 7.50	\$ 11.25	\$ 3.75	\$ 11.25		\$ 35.00	No Charge	\$ 13.00	\$ 25.00
	Year 4	\$ 23.55	\$ 24.06	\$ 24.62	\$ 8.00	\$ 12.00	\$ 4.00	\$ 12.00		\$ 35.00	No Charge	\$ 13.50	\$ 30.00
	Year 5	\$ 24.37	\$ 24.90	\$ 25.48	\$ 8.50	\$ 12.75	\$ 4.25	\$ 12.75		\$ 35.00	No Charge	\$ 14.00	\$ 30.00
	Year 6	\$ 25.23	\$ 25.77	\$ 26.37	\$ 9.00	\$ 13.50	\$ 4.50	\$ 13.50		\$ 35.00	No Charge	\$ 14.50	\$ 30.00
	Year 7	\$ 25.23	\$ 25.77	\$ 26.37	\$ 9.00	\$ 13.50	\$ 4.50	\$ 13.50		\$ 35.00	No Charge	\$ 14.50	\$ 30.00
	Annual Average	\$ 283.01	\$ 289.25	\$ 295.85			\$ 48.00	\$ 144.00				\$ 162.00	
Waste Management	Year 1	\$ 20.83	\$ 21.83	\$ 22.83	\$0/\$3.50		\$ 4.50	\$ 21.00		\$ 30.00	\$ 30.00	\$ 14.60	\$ 25.00
	Year 2	\$ 21.56	\$ 22.59	\$ 23.63	\$0/\$3.62		\$ 4.66	\$ 21.74		\$ 31.05	\$ 31.05	\$ 15.11	\$ 25.88
	Year 3	\$ 22.31	\$ 23.38	\$ 24.46	\$0/\$3.75		\$ 4.82	\$ 22.50		\$ 32.14	\$ 32.14	\$ 15.64	\$ 26.79
	Year 4	\$ 23.09	\$ 24.20	\$ 25.32	\$0/\$3.88		\$ 4.99	\$ 23.29		\$ 33.26	\$ 33.26	\$ 16.19	\$ 27.73
	Year 5	\$ 23.90	\$ 25.05	\$ 26.21	\$0/\$4.02		\$ 5.16	\$ 24.11		\$ 34.42	\$ 34.42	\$ 16.76	\$ 28.70
	Year 6	\$ 24.74	\$ 25.93	\$ 27.13	\$0/\$4.16		\$ 5.34	\$ 24.95		\$ 35.62	\$ 35.62	\$ 17.35	\$ 29.70
	Year 7	\$ 25.61	\$ 26.84	\$ 28.08	\$0/\$4.31		\$ 5.53	\$ 25.82		\$ 36.87	\$ 36.87	\$ 17.96	\$ 30.74
	Annual Average	\$ 277.78	\$ 291.12	\$ 304.56			\$ 60.00	\$ 280.13				\$ 194.76	



**Groot
Industries, Inc.**

2500 Landmeier Road
Elk Grove Village, IL 60007
Phone: 773/242-1977
Fax: 773/601-8639
www.groot.com

Since 1914

November 14, 2018

Mr. Tim Schloneger
Village Manager
Village of Algonquin
2200 Hamish Drive
Algonquin, IL 60102

Dear Mr. Schloneger:

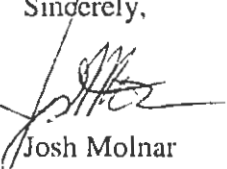
Groot Industries appreciates the opportunity to submit this proposal to the Village of Algonquin.

We are particularly pleased, due to the fact that your needs coincide so well with our corporate strengths and experience. Groot Industries has been servicing the single family homes in Algonquin for the last 5 years. This gives us the confidence level that we will continue to perform the task required with a high degree of excellence and reliability. While the Village has experienced the quality of collection, billing, and reporting from Groot, we still encourage you to contact any of the surrounding area communities serviced by Groot for references.

The undersigned will have ultimate responsibility for the administration of this contract within Groot Industries, Inc. We will have other personnel with certain levels of authority regarding day-to-day operation issues; but, if the issue pertains to a contractual interpretation, change or issue that transcends the daily collection, and/or transfer or processing of waste, the undersigned should be contacted.

We look forward to continuing a long and mutually rewarding relationship with the Village of Algonquin.

Sincerely,


Josh Molnar
Municipal Manager
Groot Industries, Inc..

Service Locations
in Elk Grove Village, Chicago, McCook,
West Chicago, Round Lake Park

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling



Recycled Paper

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

As one of the largest residential and commercial waste haulers and processors of solid waste and recyclables in Illinois, we offer the Village of Algonquin a proposal backed by over a century of service in the Chicagoland region. Our experience in providing residential refuse, yard waste, and recycling collections for the last 5 years in the Village positions Groot as the most knowledgeable in providing services for the residents of Algonquin. Groot Industries, Inc. will continue to be responsible for the weekly collection of solid waste material from approximately 8,000 residential units.

Groot Industries, Inc. has, at a minimum, the specified insurance and bonding requirements requested by the Village and will be executed upon award of the agreement

Groot Industries, Inc. will continue to supply an on-site supervisor who will be in the Village every day our trucks are there, as well as be available to Village staff Monday through Friday during all business hours. Groot Industries will continue to service the Village on the current service schedule (weekly on Thursday and Friday) to ensure that residents will experience no interruptions to the schedule in which they are already accustomed. We will also continue to utilize the trucks that operate on compressed natural gas (CNG) that help reduce our carbon footprint while providing collection services.

An award to Groot represents incredible value to the Village and its residents. As we have provided collection services to Village residents for the last 5 years, our knowledge of this service area is extensive. The drivers that have worked within Algonquin hold a tremendous amount of value when considering, not only their knowledge of the Village, but relationships with its residents. With equipment and containers already being in place, residents will NOT have to go through a transitional period with an award to Groot. This holds a significant amount of value that is worthy of consideration when evaluating our proposal.

We are proud of our history in Algonquin, and we look forward to an opportunity to continue our partnership.

ALGONQUIN RFP & ADDENDUMS

REQUEST FOR PROPOSAL

**VILLAGE OF
ALGONQUIN**

**RESIDENTIAL SOLID WASTE
COLLECTION & DISPOSAL SERVICE**

2200 Harnish Dr., Algonquin, IL 60102 * (847) 658-2700



2019



Village of Algonquin

The Gem of the Fox River Valley

August 23, 2018

To Whom It May Concern:

The Village of Algonquin, population 30,046 with approximately 8,000 residential homes, is accepting sealed proposals for "Residential Refuse and Recycling Collection". Sealed proposal will be accepted at the Ganek Municipal Center, 2200 Harnish Drive, Algonquin, IL 60102 prior to 11:00 a.m. CST, November 14, 2018. Proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of Algonquin reserves the right to accept the proposal deemed to be in its own best interest, which is based on all of the above considerations. The proposal will be awarded to the lowest responsible bidder determined in the exclusive discretion of the Village Board of Trustees.

Proposals shall be made on the forms furnished by the Village and shall be submitted no later than the specified closing time in an opaque sealed envelope addressed to: Village of Algonquin, Attention: Deputy Clerk, 2200 Harnish Drive, Algonquin, IL 60102. Envelopes should be clearly marked; "RESIDENTIAL REFUSE AND RECYCLING COLLECTION".

Electronic copies of "RESIDENTIAL REFUSE AND RECYCLING COLLECTION" Proposal Specifications and Contract Documents may be obtained for free online at www.algonquin.org/bids.

All questions regarding this proposal shall be directed the Deputy Clerk by emailing your inquiry to bids@algonquin.org and place "Refuse RFP" in the subject line. All questions must be addressed prior to Monday, November 5, 2018.

Sincerely,

Tim Schloneger
Village Manager

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SECTION I INTRODUCTION

A. DEFINITIONS

The following words and phrases, when used in the Request for Proposal document, shall have the meanings as specified herein.

Aluminum Formed Containers/Wrap: Aluminum cans, coil, trays, pie plates, and other similar formed containers.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses, box springs, other large household furniture, and large appliances which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Catalog: A book made from either glossy or non-glossy paper stock which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Chipping: The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting: The process by which aerobic micro-organisms decompose organic matter into a humus-like product.

Contract: The following attachments shall be incorporated herein and shall constitute the Contract documents: The Request for Proposal Documents, including all addenda issued, the signed bid proposal, and any other documents as may be deemed necessary by the Village.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for collection of refuse, yard waste, and recycling containers.

Electronic Devices: Any electronic products taken out of service from a residence in this State (i.e. mobile telephone, computer cable, mouse, keyboard, standalone facsimile machine, MP3 player, portable digital assistant (PDA), video game console, video cassette recorder/player, digital video disk player, or similar video device, zip drive, or scanner).

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

Hazardous Liquids: Liquid such as oils, pesticides, acids, caustics and other as defined by the U.S. EPA are not covered by the proposal and shall be subject to the regulations for storage and disposal by the U.S. EPA.

High Density Polyethylene (HDPE) Blow Molded Containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded container used inside the home.

Other High Density Polyethylene (HDPE) Containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metal-ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

Household Garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Juice Boxes: Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, postcards, greeting cards, window envelopes, file folders, and other similar correspondences.

Kraft Paper Products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

Multi-Family: A building or portion thereof, designed or altered for occupancy by three or more families living independently of each other in separate dwelling units; and also referred to as a multiple family dwelling

Polyethylene Terephthalate (PET) Blow Molded Containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polystyrene (#6) Plastic Containers: Plastic deli containers, cottage cheese, yogurt, and other similar shaped containers.

Polystyrene (#6) Plastic Foam Containers: Foam packaging peanuts, drinking cups, plates, carry-out containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene (#6) Plastic Packaging Materials: White and clear packing grade.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse Containers: Refuse container shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container, rented from the contractor by the resident, with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Recycle Cart: A wheeled plastic container with a tight-fitting top not to exceed sixty-four (64) gallons in size, requiring a semi-automatic lifting mechanism for collection of recyclable materials. All recycle carts must be approved by and/or supplied by the Contractor at no additional monthly charge to the resident or the Village.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans, tin/steel bi-metal cans, colored and clear glass bottles, HDPE and PET plastic containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, six pack rings, and any other items the Village and the Contractor agree to recycle in the future.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

Yard Waste Containers: Yard waste container shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All toters must be approved by and /or supplied by The Contractor for an additional monthly collection charge.

Bundle: Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter; with the total diameter of the bundle not exceed eighteen (18) inches.

B. REQUEST FOR PROPOSAL

The Village of Algonquin, McHenry and Kane Counties, Illinois, (hereinafter referred to as "Village"), a municipal corporation, requested proposals for the establishment of a Residential Solid Waste Collection and Disposal Service initiating September 1, 2019. This Contract, based on the original request for proposal and subsequent amendments, describes in detail the Village's objective and criteria for the establishment of a Solid Waste Collection Service.

Any firm (hereinafter referred to as "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. PROPOSAL DELIVER REQUIREMENTS

Sealed proposal must be received at the office of the Village Clerk, 2200 Harnish Drive, Algonquin, IL 60102, no later than 11:00 a.m., **November 14, 2018**, to be publicly opened on that date. Sealed opaque envelopes should be clearly labeled "Solid Waste Collection and Disposal Service Proposal." Facsimile machine and electronic (i.e. email and disc) will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village at the location stated in this paragraph. Proposals received prior to the time of the opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, express delivery, in person, or by other means shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

D. PROPOSAL SECURITY

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check, bank cashier's check, or bid bond in the amount of five thousand dollars (\$5,000.00), made payable to the Village of Algonquin. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, the Contractor shall be liable for any damaged the Village may thereby suffer.

Proposal security shall be released as follows:

- a) the successful Contractor's security shall be retained until the required performance bond has been furnished;
- b) proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

E. COMPETENCY OF CONTRACTORS

The opening and reading of proposals shall not be construed as acceptance by the Village. The Village reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. In addition, the Village, in its sole discretion, may reject any and all proposals or withdraw or cancel this RFP. Upon request by the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications herein. Appendix 6, certification of compliance shall also be completed.

F. EXCLUSIVE CONTRACT

It is the express intent of the Village to award an exclusive contract for a minimum five-year period commencing September 1, 2019, and ending at midnight August 31, 2025, with an alternate end date of August 31, 2027, for curbside collection of refuse, yard waste, and recyclable materials. The contract shall include all single-family, attached single-family, and multi-family dwelling units which currently receive curbside refuse collection (approximately 10,000 households) and multi-family properties serviced by centralized dumpsters. The contract shall not include, commercial industrial or institutional properties.

G. PRIMARY PROGRAM DESIGN

The method of collection shall be volume-based, commonly known as "graduated totter program" as described in Section III C, Primary Collection Service (Graduated Toter Program). In general, the term graduated totter program is used to describe a volume based program as specified herein.

H. ALTERNATE PROGRAM DESIGN

The method of collection shall be volume-based, commonly known as "pay-per-bag". In general, the term pay-per-bag is used to describe a sticker based program as described in Section III D, Alternate Collection Service (Pay-Per-Bag).

I. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. Appendix 1 is the form of the General Price Quotation Sheet for the Primary Program Design, Appendix 2 is the General Price Quotation Sheet for the Alternate Program Design. The

specifications are not intended to exclude potential Contractors, and deviations of either of these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All deviations shall be separately listed, and a justification shall be stated for each alternative. The Contractor shall use Appendix 3, Schedule Deviation, for listing proposed alternatives. If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviation, for listing proposed deviations.

If the Contractor does not indicate alternatives to or deviation from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village shall be the sole and final judge of compliance with all specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

J. EXAMINATION OF SERVICE AREA

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would affect the execution and/or completion of the work covered by this Contract.

K. SCOPE OF WORK

The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with this Contract.

The Collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be operated as separate programs.

L. FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service any land annexed to the Village of Algonquin during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein.

Any changes to the corporate boundaries or service area resulting from annexation, zoning actions, site plan approval, construction, etc., shall be communicated to the Contractor by the Village.

M. CONTRACT DOCUMENT

It is the express intent of the Village that all specifications as outlined in this Contract document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the Contractor.

N. REFERENCES

The Contractor shall provide at least five (5) municipal references in accordance with Appendix 5 and shall indicate, if appropriate, which municipality has implemented a graduating cart program.

O. AWARD OF CONTRACT

The Village will award the contract to the lowest responsible bidder whose proposal, overall, is most advantageous to the citizens of Algonquin. Price, conformance to specifications, innovative proposals, suggested alternatives and deviations, and other performance measures will be considered elements of a responsible proposal. However, the Village may, in its sole discretion, reject any and all proposals or withdraw or cancel this RFP.

SECTION II GENERAL REQUIREMENTS

A. DAYS AND HOURS OF COLLECTION

The Contractor shall provide a map of the collection areas and days of collection for approval by the Village. The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 7:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection service to Algonquin residents with as little noise, disturbance, and disruption as possible.

B. HOLIDAYS

The Contractor shall not be required to provide refuse, yard waste, or recyclable collection service on the following recognized holidays:

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day

In the event that any of these holidays fall on a week-day or Sunday, all refuse, yard waste, and recyclable collection services scheduled on that day and for the remainder of the collection week may be delayed one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

C. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE

The Contractor shall undertake to perform all collection and disposal service rendered herein in a clean, orderly, and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall obey all traffic regulation, including weight and speed limits.

D. VEHICLES

The Contractor shall furnish the Village a complete list of the vehicles to be used in the execution of the contract in accordance with Appendix 4. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which are 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 can leak, spill or blow off the vehicle. In the event any refuse, recyclables, yard waste or hydraulic fluid shall leak, spill, or blow off a vehicle as a result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and/or clean-up of the litter or leaks.

All vehicles used in the collection of recyclable materials shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

E. MISSED PICK-UP AND COMPLAINT HANDLING

The Contractor shall establish and maintain a local telephone number for the receipt of service calls or complaints, Monday through Friday from 8:00 a.m. to 5:00 p.m. during the term of the contract. Additional preference will be given for Saturday call center availability. Telephone calls made to said number shall be answered by a customer service representative within three (3) minutes. All complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received. The Contractor shall investigate any alleged missed scheduled collections, and if such allegations are found to be valid, arrange for the pick-up of materials within twenty-four (24) hours after the complaint is received.

F. PUBLIC AWARENESS

The Contractor shall develop a Public Awareness Program to inform Algonquin residents of all aspects included in the revised Residential Solid Waste Collection and Disposal Service. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the Village, to be mailed to all program participants when needed (as determined by the Village). The Contractor shall also supply additional copies of the informational brochure to the Village for distribution to new residents. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the Village.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The Contractor shall provide educational information pertaining to recycling and special collections to all Algonquin residents on a quarterly basis. This information should be designed to promote and increase recycling efforts by residents of the Village.

The Village retains the right to approve all materials to be delivered by the Contractor to Algonquin residents, including, but not limited to, door hangers, leaflets, fliers, etc.

G. CHANGE IN SERVICE

If the Village should wish to change the type of service provided for during the term of the contract, including, but not limited to, the type of material collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served.

H. CONTRACTOR TRANSITION

Should the Village select a different hauler at the expiration of the contract, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and leaf disposal stickers returned to the Contractor within thirty (30) days after such contract expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste, and leaf disposal stickers within thirty (30) days from the expiration date.

I. STICKER TRANSITION

During the first three (3) weeks of the new collection service, the Contractor shall honor any refuse and/or yard waste disposal bags/stickers used during the previous collection program.

J. INSURANCE

The Contractor shall procure and maintain for the duration of the contract, the following minimum insurance coverage:

- Workers' Compensation Insurance as prescribed by the laws of the State of Illinois;
- Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000.00) per occurrence;
- Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than one million dollars (\$1,000,000.00) for property damages; one million dollars (\$1,000,000.00) for bodily injury or death of any one (1) person, and two million dollars (\$2,000,000.00) coverage per occurrence.

The Contractor shall include the Village, its officers, employees, and agents as additional named insured on any of the foregoing policies. The Contractor shall also furnish to the Village a Certificate of Insurance attesting to the respective insurance coverage for the full term of the contract.

The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy within ninety (90) days prior to the effective date of cancellation or reduction.

K. LICENSES AND TAXES

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Contractor shall also pay all Federal, State and Local taxes, including sales tax, social security, workmen's compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment or real estate.

L. INDEMNIFICATION

The Contractor shall indemnify, defend, save, and hold harmless the Village, its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, that the Village may suffer, incur, or become liable for on account of:

- The willful and negligent acts or omissions of the Contractor, its employees, agents, or assigns.

- Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor.
- Any action in law or equity brought by any party under Federal or State law in an effort to set aside the contract.

M. PERFORMANCE BOND

The Contractor shall furnish to the Village a performance bond in the amount of five hundred thousand dollars (\$500,000.00) from a reputable banking institution to guarantee the faithful performance of the contract. The performance bond shall be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including any extension period, and be delivered to the Village prior to July 15, 2019.

N. CONTINGENCY

If the Contractor fails to perform the work as specified herein, the Village may take such steps as are determined necessary to furnish services according to the collection requirements provided for in the Contract document. The Village shall provide the Contractor at least twenty-four (24) hours written notice and shall draw on the Contractor's Performance Bond for all expenses incurred as a result of such action.

O. INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security, and other payroll tax payments required by law or union contract.

P. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse, recyclables, and yard waste during the term of the contract.

Q. MISCELLANEOUS

All bidders must comply with all applicable state and federal laws including the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws and comply with Title VII of the Civil Rights Act (42 USC §2000e et seq.) and the Illinois Human Rights Act (775 ILCS 5/1- 101 et seq.). Each bidder shall adopt a written sexual harassment policy in compliance with 775 ILCS 5/2-105. It is the responsibility of the vendor/contractor/subcontractor to comply with all applicable provisions of FOIA. The regulations of the State of Illinois Freedom of Information Act (FOIA) 5 ILCS 140, apply to all records of the vendor/contractor pertaining to this authorization or contract. When requested by the Village of Algonquin, the vendor/contractor is required to provide records requested within no more than three (3) business days, at no cost to the Village of Algonquin.

R. NON-ASSIGNMENT

The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

S. PENALTIES AND FINES

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligation under the contract.

SECTION III REFUSE COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

The collection of household garbage, bulk materials, and household construction and demolition debris shall be offered weekly on a year round basis.

B. COLLECTION STANDARDS

In order for an approved refuse container to be collected, the container must be rented from the Contractor and/or properly stickered. Properly stickered shall mean that it has a pre-paid refuse sticker exclusively supplied by the Contractor securely and visibly affixed thereto. For items too large or addition refuse that is in excess of the capacity of the rented container, the Contractor shall allow collection for such items when each additional item has a pre-paid refuse sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided the resident is current on their rental fees and/or all containers are properly stickered with the appropriate refuse disposal sticker.

The Contractor shall be required to provide a tagging system for any refuse container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity; container overweight; unacceptable refuse; no refuse sticker; and the like.

C. REFUSE DISPOSAL-PRIMARY COLLECTION SERVICE (Graduated Toter Program)

The Contractor shall agree to provide a minimum once a week refuse collection service through the use of refuse disposal toters. Homeowners will rent a trash toter from the Contractor as requested by size. For large items or trash that exceeds the allotted amount in their rented toter, homeowners may purchase stickers from either the Contractor, the Village, or local retailers to affix to the excess refuse, at the rates stated in Section I of this Contract.

The Contractor shall be responsible for providing each household a minimum of three (3) various refuse toter size options (approximately 35 gallon, 65 gallon, and 95 gallon), size to be determined by the resident, with wheels and a secure lid.

For bulk items and additional trash not in the rented refuse toter, the Contractor shall be responsible for the printing, distribution, and sale of refuse disposal stickers, which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least five (5) retail establishments so as to achieve reasonable Village-wide coverage and a readily available supply of stickers. The Village shall also agree to act as a retailer in the sale of refuse disposal stickers.

The Contractor shall also provide refuse disposal stickers on consignment to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractor shall also offer stickers for sale to Algonquin residents through mail order and shall include handling and mailing costs in the total cost of the stickers. No other markup for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Algonquin residents may request the mail order of stickers by phone. The Contractor

may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Invoicing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

The Contractor shall invoice the resident receiving solid waste collection service directly at the rate specified in this contract. Invoices issued to residents by the Contractor for services provided pursuant to this contract shall be accurate, clear, and itemized for each charge imposed on the resident. Toter charges, must be itemized and delineated. Invoices shall be based on the monthly rates provided for in this contract, but residents shall be invoiced, at a minimum, once every three months. The Contractor shall be responsible for collection of all amounts which may be due from residents for solid waste collection services provided the Contractor. The Contractor bears the risk of any losses due to failure of residents to pay for services. A resident who is moving from the Village or who will not be occupying a residence in the Village for thirty (30) days or more shall be allowed by the Contractor to cancel service, without penalty, provided the resident notifies the Contractor in advance of the last date of desired service.

The Contractor shall be required to provide a tagging system for any refuse that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, delinquent account; over capacity; container overweight; unacceptable refuse; no refuse sticker; and the like.

D. REFUSE DISPOSAL – ALTERNATE COLLECTION SERVICE (Pay-Per-Bag)

In order for an approved refuse container to be collected, each container must be properly stickered, which shall mean that it has a pre-paid refuse sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are properly stickered with the appropriate refuse disposal sticker.

The Contractor shall provide refuse disposal stickers on consignment to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractor shall also offer stickers for sale to Algonquin residents through mail order and shall include handling and mailing costs in the total cost of the stickers. No other markup for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Algonquin residents may request the mail order of stickers by phone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Invoicing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

The Contractor shall make available to residents participating in the "Pay-Per-Bag" collection service, as an optional service, once per week refuse collection from rented toter. The Contractor shall provide the toter(s) and any other related equipment necessary for collection to resident. The cost of the toter service, on a monthly basis, shall not exceed the cost of three (3) refuse stickers per toter per week plus a monthly rental fee as stated on the enclosed price quotation sheet. The Contractor shall invoice the resident receiving the service directly and shall cancel service, without penalty fee, provided the resident notifies the Contractor in advance of the last date of desired service.

The Contractor shall be required to provide a tagging system for any refuse container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity; container overweight; unacceptable refuse; no refuse sticker; and the like.

E. REFUSE DISPOSAL CONTAINERS AND STICKER DESIGN AND CONSTRUCTION

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's refuse disposal carts and refuse disposal stickers. Stickers must be of an approved color, which should be clearly visible from a distance by drivers at dawn and dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All refuse stickers shall contain the Village of Algonquin logo and shall be clearly labeled for refuse use only.

F. PRICE CHANGES

Refuse disposal carts and sticker prices shall be changed on an annual basis only in accordance with the enclosed price quotation sheet. The Contractor shall begin billing residents the new price effective on the anniversary date of the contract; i.e. September 1 of each contract year. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., September 1 of each contract year. The Contractor shall honor the use of old refuse stickers an unlimited time after the new sticker price has been instituted at no additional charge either to the Village or the homeowner.

G. SERVICES FOR MUNICIPAL PROPERTIES

There shall be no charge for solid waste, yard waste, nor recycling collection at any Village owned or leased building. The following locations shall be serviced with the frequency or service and the number and size of containers as designated by the Village from time to time as necessary.

- Historic Village Hall, 2 South Main Street
- Ganek Municipal Center, 2200 Harnish Drive (including separate dumpster for recyclable cardboard containers associated with the installation of new furniture)
- Wastewater Treatment Plant, 125 Wilbrandt (including screenings from the plant)
- Public Works Facility, 100/110 Meyer Drive (may need a thirty (30) yard roll-off container on an occasional basis)
- Lions-Armstrong Memorial Pool, 599 Longwood Drive
- Presidential Park, 700 Highland Avenue
- Fire Station #2, 2440 Harnish Drive
- Fire Station #3, 1691 Cumberland Parkway
- Fire Station #4, 4151 West Algonquin Road
- Downtown, Main Street from Algonquin Road to Washington Street
- Algonquin Cemetery, at the intersection of Cary Road and Route 31 (may need a thirty (30) yard roll-off container on an occasional basis)

The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of the contract.

H. IN-HOUSE RECYCLING PROGRAM

The Contractor shall provide, at no cost to the Village, a comprehensive recycling program (including recycling bins) for the following municipal properties:

- Historic Village Hall, 2 South Main Street
- Ganek Municipal Center, 2200 Harnish Drive
- Public Works Facility, 100/110 Meyer Drive
- Wastewater Treatment Plant, 125 Wilbrandt Street
- Lions Armstrong Memorial Pool, 599 Longwood Drive

The Contractor shall provide a sufficient quantity of centralized containers, i.e. wheeled toters, lidded dumpsters, etc., throughout all of the municipal facilities from which recycling services shall be provided. The Contractor shall also provide desk-side containers as approved by the Village for the collection of mixed paper.

The Contractor shall collect and recycle at a minimum of once per week the following list of recyclable materials:

Clear, green, and brown glass	Message slips
Aluminum cans and foil	Coated paper
Corrugated cardboard	Colored paper
Chipboard	Construction paper
Magazines, catalogs, and brochures (both glossy and non-glossy)	File folders
Telephone directories	Forms
Newspaper, including all inserts	Index Cards
Computer paper and printouts	Junk mail
Legal pad paper, w/chipboard backing	File stock paper
White and colored ledger	Letterhead
Annual reports and budgets	Post-it notes
Accounting paper	Recycled paper
Adding machine tapes	Stationary
Envelopes (with or without windows)	Trade journals
Brown Kraft envelopes	Typing paper
Wrapping paper, including Kraft paper	Brown mailers
	Xerox paper

The Village reserves the right to include additional municipal buildings or facilities to the recycling collection service during the term of this contract.

I. REFUSE SERVICES FOR PUBLIC TRASH RECEPTACLES

The Contractor shall provide, at no cost to the Village, refuse collection service for all Village owned sidewalk trash receptacles located in the Downtown District along Main Street. The Contractor shall provide at a minimum once a week refuse collection during the winter months and twice a week, if necessary; refuse collection during the summer months.

The Village reserves the option, at its sole discretion, to add or remove any Village designated location to or from collection service as described in Section III, G and H, as well as to change the frequency of collections. The Village shall notify the Contractor in writing of any such changes.

J. SPECIAL EVENTS

"Founders' Day Festival" and up to three additional Festival/Events at the Village Manager's discretion waste and recycling pick-up will be performed by the Contractor at no charge during the term of this contract.

K. CLEAN-UP WEEK

The Contractor shall provide on one (1) occasion per year and at no extra charge, curbside collection and disposal service, at a time to be determined by the Village Manager, for the general purpose of a Spring cleanup for residences within the Village. Unless given other notice by the Village, the clean-up week will occur on a Saturday(s) in the spring. During this Clean-up, there shall be no limit on the size or quantity of materials being disposed of within the Village by its residents.

L. BULK MATERIALS

The Contractor shall provide collection services for items which are too large to fit into an approved refuse container, but do not exceed, in total, fifty (50) pounds in weight, e.g. discarded toys, crates, barrels, small tables, small chairs, etc. at the cost of one refuse disposal sticker as indicated on the enclosed price quotation sheet.

The Contractor shall also provide collection services for items exceeding fifty (50) pounds in weight in accordance with the enclosed price quotation sheet. Examples shall include; sofas, tables, mattresses, box springs, televisions, small amount of household construction and demolition debris, and large appliances which do not contain CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, or other hazardous components.

M. SPECIAL COLLECTIONS

The Contractor shall offer a special curbside collection service for large quantities of refuse including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The collection costs for such services shall be based upon cubic yards of refuse as specified on the enclosed price quotation sheet. The Contractor shall also specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items which are less, in total, than the minimum requirement shall be considered bulk materials for collection and disposal purposes. Payment for any special collection shall be made directly to the Contractor by the resident, and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy on furnishing advance estimates of charges, and the like.

The Contractor shall also at the request of the Village, collect quantities of refuse, debris, or yard waste left at the curb without proper stickers or preparation in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household

remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

N. WHITE GOODS

The Contractor shall be aware of the State of Illinois legislation regarding the implementation and restrictions on the disposal of certain wastes, and shall be responsible for compliance with such legislation. The legislation as referred to above, includes, but is not limited to, the Illinois Environmental Protection Act, as amended, and the Federal Clean Air Act. The Illinois Environmental Protection Acts states, "Effective July 1, 1994, no person shall knowingly offer for collection or collect white goods for the purpose of disposal at a landfill unless the white good components have been removed." White good components include: 1) any chlorofluorocarbon (CFC) refrigerant gas; 2) any electrical switch containing mercury; and 3) any device that contains or may contain polychlorinated biphenyl (PCBs) in a closed system, such as a dielectric fluid for the capacitor, ballast or other component.

The 1990 Amendments to the Federal Clean Air Act, Section 608 (c)(1), states, "Effective July 1, 1992, individuals are prohibited from knowingly venting Freon or chlorofluorocarbon (CFC) and hydro chlorofluorocarbon (HCFC) refrigerant gases into the atmosphere while maintaining, services, repairing, or disposing of air conditioning or refrigeration equipment."

The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

O. ELECTRONICS

The Contractor shall be aware of the State of Illinois legislation regarding the implementation and restrictions on the disposal of certain wastes, and shall be responsible for compliance with such legislation as stated in as it is in regards to Electronic devices.

The legislation as referred to above, includes but is not limited to, the Illinois Environmental Protection Act, Electronics Products Recycling and Refuse Act states, "Beginning January 1, 2012, no person may knowingly cause or allow the mixing of CED, or any other computer, computer monitor, printer, or television, with municipal waste that is intended for disposal at a landfill or no person may knowingly cause or allow the disposal of CED or any other computer, computer monitor, printer, or television in a sanitary landfill.

Pursuant to Public Act 095-0959, Section 95. Landfill Ban, the Contractor shall have a plan for the separate collection and proper recycling/disposal of all qualifying electronic devices collected in compliance with all State and Federal legislation.

The Contractor shall have a plan for the separate curbside collection, as requested by the resident, and proper recycling/disposal of electronics collected in compliance with all State and Federal legislation. The cost of collection and disposal of electronic components shall be at the rate specified in the enclosed price quotation sheet.

P. CHRISTMAS TREE COLLECTION

Christmas trees discarded for pick-up will be collected throughout the month of January with no charge being imposed on residents for set-outs. The Contractor agrees to perform this once-a-year service at no charge to either the Village or Algonquin residents.

The Contractor shall chip the collected trees and deposit such wood chips at a mutually agreed location within the Village. The chipped material shall be made available to Algonquin residents, free of charge. In the event that the Village cannot dispose of the chipping, the Contractor shall collect and dispose of the chipped material, at no cost to the Village, at either a compost facility, if feasible, or a landfill site.

Q. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly refuse report, due by the 15th day of the following month. The report shall include the following information:

- Total weight in tons and total volume in compacted cubic yards of refuse brought to the landfill each month;
- Tipping fee charge per ton at the landfill site;
- Name and location of the landfill facility used by Contractor; and
- Copy of all complaints filed by Algonquin residents, the dates and times of such complaints, and the corrective action taken per month.

R. FINAL DISPOSAL

Contractor shall maintain at all times guaranteed access to a landfill site or sites approved by the Illinois Environmental Protection Agency and sufficient for disposal of all collections made in the Village. The Contractor shall provide the Village with proper evidence of such landfill site or sites promptly after execution of this Contract and at any other time reasonably requested by the Village.

SECTION IV YARD WASTE COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

The yard waste and leaf collection service shall be offered beginning the first full week of April through December 15 during the term of the contract. The Village would also require that the Contractor provide once a week leaf collection at no charge to the residents or the Village for up three (3) weeks in the Spring, dates to be at the discretion of the Village Manager, and up to ten (10) weeks in the Fall (October 1 through Dec 15).

B. COLLECTION STANDARDS

In order for an approved yard waste or leaf container to be collected, each container must be properly stickered, which shall mean that it has a pre-paid sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers and bundles are properly stickered with the appropriate stickers.

The Contractor shall be required to provide a tagging system for any yard waste container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, wrong sticker attached; no yard waste disposal sticker; no leaf disposal sticker; use of plastic bags of any kind; branches not bundled; bundles are in excess of the four (4) foot length requirement; bags contain unacceptable material, such as refuse or dirt; container overweight; and the like.

C. YARD WASTE STICKERS

The Contractor shall agree to provide at a minimum once per week yard waste collection service through the use of a yard waste disposal sticker. Homeowners may purchase these stickers from the Contractor by mail, the Village, or local retailers at the rates shown on the enclosed price quotation sheet.

Note that the total cost of the special yard waste/leaf collection and the clean-up week is built into the price of the refuse sticker.

D. STICKER DESIGN AND CONSTRUCTION

The requirements of Section III, paragraph E. of this contract also apply for this Section IV.

E. STICKER PRICE CHANGE

The requirements of Section III, paragraph F. of this contract also apply for this Section IV.

F. Toter SERVICE

The Contractor shall make available to residents participating in the curbside collection service, as an optional service, once per week yard waste and leaf collection from toters. The Contractor shall provide the toters and any other related equipment necessary for collection to resident. The cost of the toter service, on

a monthly basis, during the collection season, shall not exceed the cost of three-yard waste or leaf disposal stickers per totter per week respectively, plus a monthly rental fee as stated on the enclosed price quotation sheet. The Contractor shall bill the resident receiving the service directly and shall cancel service, without penalty fee, provided the resident notifies the contractor in advance of the last date of desired service.

G. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly yard waste report, due by the 15th day of the following month. The report shall include the following information:

- Total volume, in compacted cubic yards, of yard waste collected;
- Tipping fee charge per cubic yard at the compost facility;
- Name and location of the compost facility used by Contractor; and
- Copy of all complaints filed by Algonquin residents the dates and times of such complaints, and the corrective action taken per month.

SECTION V RECYCLING COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

The recyclable collection service shall use the general curbside cart method already established within the Village, retaining the existing 64 gallon blue recycling carts.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the cost of recycling services.

B. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

The Contractor shall collect the following materials at a minimum:

Non-paper Items:

- Cloudy white HDPE plastic milk and water jugs
- Colored HDPE plastic blow molded containers
- PET plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Any other commonly recycled non-paper items

Paper Items:

- Corrugated Cardboard
- Chipboard (Paperboard)
- Newspaper
- Magazines and Catalogs (glossy & non-glossy)
- Telephone directories
- Brown Kraft paper bags
- Any other commonly recycled paper items

The aforementioned material shall be referred to as the basic recycling package for the purpose of establishing the price refuse stickers.

C. METHODS OF PREPARATION AND COLLECTION

The Contractor shall specify the method in which the recyclables are to be prepared and sorted for collection by the household. Preparation requirements shall include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like. The method in which the recyclables are to be generally sorted for collection by the household shall also be stated: i.e. source separated, partially source separated, or commingled within the recycling bin.

In addition, the Contractor shall specify the manner in which the recyclables are to be collected and sorted

by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like.

D. COLLECTION STANDARDS

There shall be no limit to the number of recycling carts or to the quantity of recyclables that a household may place at the curbside for collection. Residents have the right to purchase additional recycling carts or to set out other containers, which are clearly marked for recycling collection. The Contractor shall collect from all recycling carts that have been placed at the curbside for collection and shall return emptied recycling carts curbside.

Residents may also place recyclable materials that do not fit into the recycling cart(s) directly adjacent to the cart(s) for collection by the Contractor provided that such material have been properly prepared for collection.

the Contractor shall be required to provide a tagging system for recyclables that are not collected. The tagging system must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants; improper preparation; material not accepted in program; refuse and/or yard waste mixed with recyclables; or some combination thereof. Recyclable materials that were rejected shall be returned to the bin and not left on the street or parkway areas.

The Contractor will also be responsible for cleaning up any material that has spilled as a result of the collection process.

E. RECYCLING CARTS

The Contractor shall purchase and maintain a reasonable supply of recycling carts to cover replacement for lost, damaged, and stolen bins; bins for residents desiring additional recycling capacity; and initial bins for new construction. The Contractor's name or logo shall not be imprinted or added in any way to the bins. The Village reserves the right to approve the type of bins to be purchased by the Contractor.

The Contractor, at its sole cost, shall provide an additional recycling cart to each residential unit in the Village covered by the Contract (for a total of two free carts per unit) and a sufficient number to the Village itself for distribution as necessary. The Contractor shall provide an educational program to the Village and residents (including a new distribution of literature) as to how to prepare recyclables for collection, so as to provide each residential unit with additional recyclable container capacity and to minimize the possibility of blowing paper. The Village will review and approve this literature prior to distribution to the residents. Additional carts beyond two shall be furnished to new or current residents upon request for actual cost. The Contractor shall deliver the carts to residents upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the resident for the carts or deliver it on a C.O.D. basis.

F. COMPENSATION FOR RECYCLABLES

All revenue received from the sale of recyclables shall be the property of the Contractor.

G. RECYCLING SERVICE FOR VILLAGE SPONSORED EVENTS

The Contractor shall provide, at no cost to the Village, recycling collection service for Village sponsored community events, including, but not limited to Founders' Day. Additional events may be added during the term of the contract as requested by the Village.

H. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly recycling report, due by the 15th day of the following month. The report shall include the following information:

- Weekly set-out rate;
- Monthly participation rate (total number of set-outs divided by the number of homes included in the collection service);
- Total weight, in pounds, of recyclable materials collected;
- Revenue received by Contractor for sale of recyclables;
- Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site);
- Name and location of processing facility used by Contractor; and
- Copy of all complaints filed by residents the dates and times of such complaints, and the corrective action taken per month.

APPENDIX 1
GENERAL PRICE QUOTATION SHEET
GRADUATED TOTER PROGRAM
(Five (5) Year Contract Term)

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

		<u>CONTRACT YEAR BEGINNING SEPTEMBER 1:</u>				
		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
		2019	2020	2021	2022	2023
REFUSE DISPOSAL TOTER:						
REFUSE:						
Total cost of Refuse Toter:						
_____ Gallon Size						
_____ Gallon Size						
_____ Gallon Size						
Cost of Sticker						
(Items Not In Toter/Bulk Items)						
Under 50#						
Over 50 # not to exceed _____						
YARD WASTE DISPOSAL:						
Cost of Yard Waste Sticker:						
Cost of Yard Waste Toter						
(Monthly Fee):						
_____ Gallon Size						
WHITE GOODS (Curbside Collection):						
ELECTRONICS (Curbside Collection):						
MULTI-FAMILY DWELLINGS (Per Unit):						
SPECIAL COLLECTIONS:						
MINIMUM CUBIC YARDS INCLUDED _____						
Charge Per Cubic Yard:						

**GENERAL PRICE QUOTATION SHEET
GRADUATED TOTER PROGRAM
(Seven (7) Year Contract Term)**

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

	CONTRACT YEAR BEGINNING SEPTEMBER 1:						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
	2019	2020	2021	2022	2023	2024	2025
REFUSE DISPOSAL TOTER:							
REFUSE:							
Total cost of Refuse Toter:							
_____ Gallon Size							
_____ Gallon Size							
_____ Gallon Size							
Cost of Sticker (Items Not In Cart/Bulk Items)							
Under 50#							
Over 50 # not to exceed _____							
YARD WASTE DISPOSAL:							
Cost of Yard Waste Sticker:							
Cost of Yard Waste Toter (Monthly Fee):							
_____ Gallon Size							
WHITE GOODS (Curbside Collection):							
ELECTRONICS (Curbside Collection):							
MULTI-FAMILY DWELLINGS (Per Unit):							
SPECIAL COLLECTIONS:							
MINIMUM CUBIC YARDS INCLUDED _____							
Charge Per Cubic Yard:							

APPENDIX 2
GENERAL PRICE QUOTATION SHEET
ALTERNATE PROGRAM DESIGN
PAY-PER-BAG (Five (5) Year Contract Term)

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

	CONTRACT YEAR BEGINNING SEPTEMBER 1:				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	2019	<u>2020</u>	2021	2022	2023
REFUSE DISPOSAL STICKER:					
REFUSE:					
Cost Per Sticker (Under 50#):	_____	_____	_____	_____	_____
Cost Per Sticker (Over 50# not to exceed _____)	_____	_____	_____	_____	_____
Refuse Toter Monthly Fee:					
_____ Gallon Size					
YARD WASTE DISPOSAL:					
Cost of Yard Waste Sticker:					
Yard Waste Toter (Monthly Fee):					
_____ Gallon Size					
MULTI-FAMILY DWELLINGS (Per Unit):					
WHITE GOODS (Curbside Collection):					
ELECTRONICS (Curbside Collection):					
SPECIAL COLLECTIONS:					
MINIMUM CUBIC YARDS COLLECTED _____					
Charge Per Cubic Yard:	_____	_____	_____	_____	_____

**APPENDIX 2
GENERAL PRICE QUOTATION SHEET
ALTERNATE PROGRAM DESIGN
PAY-PER-BAG (Seven (7) Year Contract Term)**

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

CONTRACT YEAR BEGINNING SEPTEMBER 1:

<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>	<u>YEAR 7</u>
2019	<u>2020</u>	2021	2022	2023	2024	2025

REFUSE DISPOSAL STICKER:

REFUSE:

Cost Per Sticker: _____

Cost Per Sticker (Over 50# not to exceed _____)

Refuse Toter Monthly Fee: _____

_____ Gallon Size

YARD WASTE DISPOSAL:

Cost of Yard Waste Sticker: _____

Yard Waste Cart (Monthly Fee): _____

_____ Gallon Size

MULTI-FAMILY DWELLINGS (Per Unit):

WHITE GOODS (Curbside Collection):

ELECTRONICS (Curbside Collection):

SPECIAL COLLECTIONS:

MINIMUM CUBIC YARDS COLLECTED _____

Charge Per Cubic Yard: _____

APPENDIX 3

SCHEDULE OF DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document.

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>EXPLANATION OF DEVIATION</u>
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APPENDIX 4
SCHEDULE OF VEHICLES/EQUIPMENT

Please list all vehicles and equipment which will be used in the performance of the contract. List refuse, recycling, and yard waste vehicles in separate groupings.

<u>YEAR</u>	<u>MAKE</u>	<u>BODY TYPE</u>	<u>VEHICLE ID</u>	<u>PLATE #</u>
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APPENDIX 5
MUNICIPAL REFERENCE SCHEDULE

<u>MUNICIPALITY</u>	<u>SERVICE DATES</u> FROM – TO	<u>EXPLANATION OF</u> PROGRAM PROVIDED
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**APPENDIX 6
VILLAGE OF ALGONQUIN
BIDDER CERTIFICATION**

The following affidavit must be completed, notarized and submitted with the bid package in compliance with article 33 E of the "Criminal Code of 1961".

I (*Printed Name*) _____, do hereby certify that:

1. I am (*Position*) _____ of (*Firm name and address*):

And have authority to execute this certification on behalf of the firm;

2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating as set forth in Article 33E of the "Criminal Code of 1961".

Signature _____

Date: _____

Corporate Seal
(if applicable)

REQUIRED NOTORIZATION

On this _____ day of _____, 201____, before me appeared

(*name*) _____ to me
personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was is properly authorized by

(*Name of firm*) _____ to
execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public _____

Commission Expires _____ Notary Seal

SOLID WASTE AND RECYCLE COLLECTION & DISPOSAL

ALGONQUIN 2019 RFP

Q & A

Week of October 29:

Q. How many vacant homes in Algonquin?

A. The Village does not have the number of vacant homes; we do not require homes to be registered when vacant.

Q. What is the least and most amount of roll-offs in any given year?

A. Waiting on response.

Week of October 22:

Q. On page 11, Section II M. Performance Bond, "the bond should come from a reputable banking institution", is that correct?

A. No. The bond should come from a reputable "surety company".

Week of October 15:

Q. Can we use our hauler's cart vendor for the replacement recycle carts?

A. Yes

Q. Can we use our hauler's carts for the Graduated Toter program as well as the monthly cart option under the Sticker program?

A. Yes

Q. Are stickers required for additional bags/cans for the monthly cart option under the Sticker program?

A. We left that up to the contractor to decide this. In our current program, anything outside the cart requires a sticker and anything over 50# requires 2 stickers.

Q. What are the roll offs being used for at Public Works? Example: trash, recycling, cardboard etc.

A. Roll Offs are currently being used for trash, comingled recycling and yardwaste.

Q. Who pays for the dumping cost of the roll offs that are provided at no charge?

A. As part of our current hauler contract, all Public Works collection is at no charge.

Q. Where do these loads get dumped and what are the total weights?

A. Dumping locations are not regulated by the contract.

A. The weights are unknown.

Q. What services does the village pay for or public works pay for to current hauler?

A. As part of our current hauler contract, all Public Works collection is at no charge.

Q. For the multi-family properties and buildings, would we bill each home/unit or the Home Owners Association?

A. There would be one central billing for the multi-family homes.

Week of October 8:

Q. Container size and service level for the Village locations

A. Historic Village Hall- 2 South Main Street: 1-2yd 1x/week;
Ganek Municipal Center/Police Department 2200 Harnish Drive: 2-2yd trash 1x/week and 2-2yd recycle 1x/week;
Wastewater Treatment Facility-125 Wilbrandt St: 1-2 yard recycle 1x/week, 1-6yd trash, 1-2yd trash 1x/week;
Public Works Facility 100-110 Meyer Drive: 1-6yd recycle, 1-2yd recycle 1x/week, 1-8yd trash 1x/week;
Lions Armstrong Pool 599 Longwood Drive: 1-2yd recycle 1x/week and 1-2yd trash 1x/week;
ALFPD – Fire Station 2 2440 Harnish Dr: 1-2yd trash 1x/week and 2-65g recycle 1x/week;

ALFPD – Fire Station 3 1691 Cumberland Parkway: 1-2yd trash 1x/week and 2-65g recycle 1x/week.

Q. Rolloff size and the number of rolloff loads used by Public Works annually

A. The Village receives approximately 106 roll off boxes at no charge.

* The breakdown is as follows: 10 yard: 56 per year, 20 yard: 27 per year, 30 yard: 23 per year

Week of September 24:

Q. Do the volume numbers include the multifamily buildings?

A. Yes.

Q. Service levels for each multi-family building.

A. Multi-Family units should be serviced as needed, as not to create a health and safety hazard.

Q. Service levels for the special events.

A. At this time, the Village has one event "Founders Days" 3-20 yard containers are dropped on Wednesday, emptied on Saturday and removed on Tuesday. We may add 1 or 2 more once the downtown is completed.

Week of September 10:

Q. How many residents use the optional refuse cart program?

A. 2,674

Q. Refuse and yard waste sticker volume for the past three years.

A. 2015 – 327,950; 2016 – 279,780; 2017 – 259,740

Q. Are contractors required to bid both options (modified volume and sticker) or can you bid only one and still be a qualified bidder?

A. Contractors are invited to submit bids for both or either. The Village is looking for the most cost effective collection for our residents.

Q. Currently the Village is serviced over two days (Thursday & Friday). Would the Village be open to five service days?

A. The Village would be open to as many as five days. Again, we are looking to find the most cost effective collection for our residents.

Q. Can the second recycle cart be a contractor logoed cart?

A. The type of additional recycle cart was not specified in the bid documents, nor do we intend to specify the type of cart during the bidding process.

Q. Please clarify the number of residential homes, cover letter states 8000, RFP states 10,000.

A. Approximately 8,000 single family homes.

Q. What are the current service days? Please provide a map detailing the service days.

A. Collection days are on Thursday and Friday's. The map can be found at [Collection Map](#)

Section I, F:

Q. Please clarify the statement "... with an alternate end date of August 31, 2027 for curbside collection of refuse, yard waste and recyclable material." Is this just referencing curbside collection and not the centralized dumpsters?

A. The contract would continue for both multi-family as well as residential.

Q. Please provide a list of the multi-family properties serviced by centralized dumpsters. For each building please provide the number of units per building, the container size and number of days serviced.

A. 5 Arrowhead Dr-16; 10 Arrowhead Dr-8; 15 Arrowhead Dr-16; 20 Arrowhead Dr-10; 25 Arrowhead Dr-17; 210 E Algonquin Rd-11; 101 Eastgate Ct-136; 100 Hillcrest Dr-4; 110 Hillcrest Dr-4; 111 Jefferson St-10; 2360 Millbrook Dr-11; 2370 Millbrook Dr-11; 2410 Millbrook Dr-11; 2420 Millbrook Dr-11; 2430 Millbrook Dr-11; 2440 Millbrook Dr-11; 2450 Millbrook Dr-11; 2451 Millbrook Dr-11; 2460 Millbrook Dr-11; 2461 Millbrook Dr-11; 2470 Millbrook Dr-11; 514 N Harrison St-4; 518 N Harrison St-4; 1 N Main St-64; 100 S Main St-9; 201 Sandbloom Rd-8; 203 Sandbloom Rd-8; 205 Sandbloom Rd-8; 2001 W Algonquin Rd-132.

Section III, G:

Q. Please provide container size and number of days serviced for each Village location.

A. The containers are serviced weekly, on a rare occasion we will request an additional collection for the Pool (seasonal May-Sept.) and Public Works. Public Works has 4 each Large Roll Offs and Small Roll Offs, and 3 Recycle Dumpsters. Historic Village Hall, Ganek Municipal Center, and the Pool has one each Trash Dumpster. The Pool and Ganek Municipal Center have 1 each Recycle Dumpster.

Q. Wastewater Treatment Plant: What type and size of container and how often serviced currently?

A. 2 trash dumpsters, 1-yard waste dumpster, and 1 recycle dumpster

Q. Downtown: What type and size of container and how often serviced currently?

A. In the Downtown area, there are between 10 (as of now) and 20 (after completion of construction) baskets on the sidewalks of N. Main Street.

Section III, I:

Q. How many baskets and what is the area?

A. In the Downtown area, there are between 10 (as of now) and 20 (after completion of construction) baskets on the sidewalks of S. Main Street.

Q. Please provide a map detailing the basket locations.

A. We do not have a map, but all baskets reside within the downtown area on S. Main Street between Rt. 31 and Rt. 62. As construction progresses in the downtown area, baskets will spread to N. Main Street.

Section III, K:

Q. Please provide the annual cleanup tonnages for the last three years.

A. Attached are the annual collection/recycling summary for the last three years. We did not receive a specific summary for the cleanup dates, each year the collection took place in April.

Section V, E:

Q. There is reference to both recycle carts and bins, but Section A states 64 gallon carts. Please clarify.

A. Each home was given a 64 gallon recycle cart, bins are no longer used.

Q. Does the Village own the current recycle carts?

A. Yes, the Village owns the current recycle carts.

Q. Are replacement recycle carts/bins without logos? Does the Contractor retain ownership of the replacement carts?

A. The replacement carts shall bear the Village's Logo and the Village will retain ownership of all recycle carts.

Q. Does the Contractor retain ownership of the second recycle cart? Do residents currently have two recycle carts?

A. The Village retains ownership of the initial cart. If the resident has two, the first is the only owned by the Village.

Week of September 3:

Q. How does the current electronics collection work?

A. Residents must call Groot Customer Service to schedule a pickup of electronic waste at least 24 hours in advance of their scheduled service day. A scheduled collection of electronic waste shall require a \$30.00 charge that includes collection of up to six (6) items.

OPERATIONAL APPROACH

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

Groot Industries looks forward to providing comprehensive refuse, recycling and landscape collections for the single-family and multi-family units located within the Village of Algonquin. With over a century of direct commercial and municipal experience within the Chicago metropolitan area, Groot provides solid waste collections to over 600,000 homes every week. We are confident that the Village will continue to receive complete satisfaction with regard to our services. The following outline and discussions represent our understanding, capabilities and methodology we intend to continue using in performing this service for the residents of the Village of Algonquin

Our discussions are broken down into these ten (10) categories:

- I. Algonquin Collection Program
- II. Residential General Routing
- III. Residential Equipment
- IV. Vehicle Maintenance Procedures
- V. Driver Qualifications
- VI. Service Implementations & Developments
- VII. Service Quality Assurance
- VIII. Emergency Contingency Plan
- IX. Compressed Natural Gas (CNG) Trucks
- X. Recycling Capabilities & Materials



VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

I. Algonquin Collection Program

A. Refuse Collection

Graduated Toter Program

Groot will provide each household once a week service with the option of a 35, 65, or 95 (default) gallon toter. Residential solid waste placed at the curb in addition to the cart will require the use of a pre-paid sticker. Groot will maintain ownership of the carts during the term of the agreement; therefore, all maintenance and cart replacement costs will be handled by Groot.

Pay-Per-Bag Program / Cart Program

Groot shall continue providing a minimum of once a week refuse collection service through the use of refuse disposal stickers. Groot will collect unlimited refuse properly placed for curbside collection in bags or refuse containers not exceeding 32 gallons. All bags and refuse containers must have one sticker attached to each item.

As an alternative to the sticker program, residents may elect to participate in the cart program whereby Groot will provide one 95 gallon refuse cart for a monthly rate outlined under the price quotation tab. Residential solid waste placed at the curb in addition to the cart will require the use of a pre-paid sticker. Groot will maintain ownership of the carts during the term of the agreement; therefore, all maintenance and cart replacement costs will be handled by Groot.

Groot will continue to be responsible in arranging for, supervising, and handling the sale of refuse stickers, to area merchant locations in the Village. The stickers will also be available at the Village Hall.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

B. Unlimited Recycling Collection

Groot will collect recyclable materials once per week from each single-family residential unit on the primary refuse collection day. Under this proposal residents will utilize their existing 65-gallon (Village owned) cart designated for recyclable material only which mirrors the current program. Residents will have the option of receiving one additional recycle cart, upon request, at no additional charge (Contractor owned). Additional carts can be provided for an additional cost. Recycling materials placed outside of the cart(s) will be collected as long as it is properly prepared.

C. E-Waste Collection

On January 1, 2012, electronics such as televisions, computers—desktop or laptop, computer monitors, keyboards, facsimile machines, recorders, digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converters, cable receivers, satellite receivers and digital video disc recorders must be disposed of in a manner consistent with the enacted Illinois E-waste Act. By law, haulers are not permitted to mix e-waste with refuse or other waste materials, thereby requiring a special pick-up. Groot will provide curbside collection of e-waste and request residents to call-in for collection services which will be provided for at an additional cost. Electronic waste found in the waste stream or placed at the curbside for collection without a scheduled pick-up will receive a non-collection notice to call Groot's customer service department or to schedule a special pick-up from Groot.



VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

D. Bulk Items and Construction Debris

Residents will receive curbside collection of bulk items with the use of one refuse sticker per item on a weekly basis. Construction debris collected on the pick up day will be billed to the resident. Residents are required to properly contain or bundle construction debris which can be safely collected by one Groot collector.

Oversized Bulk Items

At times, residents will set oversized bulk items out for collection that cannot be collected safely by a single collector. Examples are, but not limited to, pianos, hot tubs, large cabinets, sleeper sofas and other similar items. Groot has submitted pricing for these items that would require a special collection scheduled with a call-in to our customer service department.

E. White Goods

White goods are defined as follows:

Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances.

Groot will provide special collection of such items on a weekly basis with residents calling to schedule a special collection for an additional fee.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

F. Clean-Up Week

Groot will continue to provide a Village wide spring clean-up week one time each year with dates and times to be mutually agreed upon by the Village and Groot. Residents may place items at the curb on the designated day for no additional charge during the Annual Spring Clean Up week. The clean-up week will include collection of bulky items, such as: mattresses, grills, couches and the like. The following items below are considered unacceptable and will NOT be collected:

<i>Kitchen Waste</i>	<i>Paint Thinners</i>	<i>Used Motor Oil</i>	<i>Herbicides</i>
<i>Appliances</i>	<i>Lawn Chemicals</i>	<i>Pesticides</i>	<i>Solvents</i>
<i>Antifreeze</i>	<i>Pool Chemicals</i>	<i>Hobby Chemicals</i>	<i>Cleaning Products</i>
<i>Yard Waste</i>	<i>Computer Equipment</i>	<i>Asbestos</i>	<i>Aerosol Paints</i>
<i>Landscape Timbers</i>	<i>Concrete</i>	<i>Electronics</i>	<i>Sod/Rocks/Dirt</i>
<i>Automobile Batteries</i>	<i>Gas Tanks</i>	<i>Propane Tanks</i>	
<i>Old Gasoline</i>	<i>Drain Cleaners</i>	<i>Tires</i>	

G. Landscape & Fall Leaf Waste Collections

Residents will continue to receive weekly collection of properly prepared yard waste during the yard waste season which shall run from April 1st to December 15th. All landscape material bundled, bagged or in personal containers is required to have a prepaid landscape waste sticker attached to each item out for pickup. Groot will be responsible for arranging for, supervising, and handling the sale of landscape waste stickers, to area merchant locations in the Village.



VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

Grass clippings, leaves, twigs, garden debris, weeds, stalks, vines, bark and wood chips may be placed at the curb on the regularly scheduled pick up day in Kraft paper bags or 32-gallon metal or plastic cans. Bags must be rolled and crimped closed and be easily lifted to waist height and not exceed 50lbs. Containers must also not exceed the 50lb. weight limit.

Brush and branches up to 6 inches must be bundled with twine (wire or plastic is not acceptable) 4' or less in length and 2' or less in diameter at the base and easily lifted to waist height. Yard waste does not include wood timbers, plastic edging, plant pots or trays, fertilizer or landscape material bags, landscape fabric, root sections, sand, gravel, sod, firewood or animal waste.

For the collection of leaves, Groot will provide once a week leaf collection at no charge (not require use of stickers for bags containing leaves only) for up to the first three weeks in April and up to the last ten weeks in the fall.

Groot will also continue to make available the option for a yard waste subscription with a 95 gallon yard waste cart. This fee will be billed directly to the resident upfront and prior to each yard waste season. Both the sticker and yard waste cart rate shall be increased prior to the start of each yard waste season.

H. Christmas Tree Collection

Groot Industries will provide collection and disposal of Christmas trees at no charge throughout the month of January each year.

*** Please note that our rates do not include the process of chipping the collected trees and then providing those wood chips to residents.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

I. Municipal Solid Waste Collection

Groot will collect solid waste at the following municipal buildings and sites at no additional charge:

- Historic Village Hall, 2 South Main Street
- Ganek Municipal Center, 2200 Harnish Drive
- Wastewater Treatment Plant, 125 Wilbrandt
- Pubic Works Facility, 100/110 Meyer Driver
- Lions-Armstrong Memorial Pool, 599 Longwood Drive
- Presidential Park, 700 Highland Avenue
- Fire Station #2, 2440 Harnish Dr
- Fire Station #3, 1691 Cumberland Parkway
- Fire Station #4, 4151 West Algonquin Rd
- Downtown, Main Street from Algonquin Road to Washington Street
- Algonquin Cemetery, at the intersection of Cary Road and Route 31

Groot will also continue the recycling program for the following municipal buildings at no additional charge:

- Historic Village Hall, 2 South Main Street
- Ganek Municipal Center, 2200 Harnish Drive
- Public Works Facility, 100/110 Meyer Drive
- Waste Water Treatment Plant, 125 Wilbrandt Street
- Lions Armstrong Memorial Pool, 599 Longwood Drive

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

II. Residential General Routing

A. Algonquin Service Routing

Groot will continue servicing approximately 8,000 residential units within the Village of Algonquin. Collection days of residential households with curbside collection will remain on Thursday and Friday each week. The continuity in service days and the time serviced within these days presents significant value. As this contract affects every home on a weekly basis, maintaining the schedule is an important piece of our proposal that is worthy of your consideration.

B. Hours of Collection and Holiday Service

The Village can expect collection vehicles to arrive in town at 7:00 a.m. and remain until 3:00 p.m. to 4:00 p.m. Extra collection vehicles will be supplied as needed when weather or traffic concerns indicate any route or routes will be substantially delayed.

Our present agreement with our employees bargaining unit observes the following holidays:

- | | |
|--------------------|--------------------|
| • New Year's Day | • Labor Day |
| • Memorial Day | • Thanksgiving Day |
| • Independence Day | • Christmas Day |

During the week of a holiday, including holidays which fall on a Sunday, each succeeding collection day following a holiday will be serviced one day behind the regular schedule. There will be no household collection on Sunday. If a holiday falls on a Sunday, it will be observed on Monday, delaying service by one day for the remainder of the week.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

III. Residential Equipment

A. Waste Collection Vehicle Specifications and Special Features

We have a chassis/body combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These state-of-the-art refuse, recycling and landscape waste trucks are highly beneficial in navigating the streets that exist within the Village. All equipment within the Village are uniformly painted, washed and maintained regularly to ensure a neat and clean appearance. It is also important to note that a majority of the trucks that currently work within the Village operate on compressed natural gas (CNG) which is better for the environment and potential emissions.

Currently Groot operates up to 9 trucks that operate on [CNG](#) within the Village.

All collection vehicles are equipped with optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.

IV. Vehicle Maintenance Procedures

A. Residential Maintenance Procedures

Groot Industries presently utilizes our own complete maintenance facilities in Elk Grove Village for servicing our residential collection equipment.

Capabilities include:

- Welding and fabrication
- Major engine and transmission overhauls
- Hydraulic hose fabrication and repair
- Body and chassis restoration

We operate our maintenance facility 24 hours per day adhering to strict preventative maintenance procedures. All equipment is maintained following the Department of Transportation standards.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

V. Driver Qualifications

A. Experience Requirements

Groot Industries requirements for driver personnel are as follows:

1. Minimum of one (1) year experience in the operation of 50,000 lb. gross vehicle weight rated waste collection vehicles.
2. Complete D.O.T. and C.D.L. certification.

B. Safety Training and Driver Certification

All Groot Industries, Inc. employees performing driving, maintenance, or labor functions are required to attend weekly safety meetings specific to their line of work. Personnel will receive training and follow-up reviews in:



Operational Procedures



Customer Interaction



Equipment Familiarization



Health and Safety Procedures



Defensive Driving Techniques

When new drivers begin their association with Groot, a minimum of one (1) week on-site training specific to the area of service is required to orient the driver. In addition, employees participate in a quarterly awards program sponsored by Groot which promotes constant awareness and ultimately safer and better quality service for our customers.

C. Driver Appearance

All employees performing driving, maintenance or labor functions are required to wear company issued uniforms while on duty. Uniforms identify the employee's name, company affiliation, and are maintained in a neat and orderly appearance.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

VI. Service Implementations & Developments

A. In-Town Supervisor Availability

Groot Industries will utilize a full-time supervisor for the Village of Algonquin and collections will be supervised each week. Duties include assisting drivers in servicing their routes and being immediately available to customers who encounter any service problems. Resident questions or concerns are fielded promptly on the spot, drastically reducing many calls the Village may encounter.



B. Expansions & Improvements—Pollution Control Initiatives

Improvements are continually made within Groot Industries operations and external expansion opportunities are investigated, monitored and implemented upon thorough research completion.

An example includes Groot's utilization of CNG, Compressed Natural Gas, for collection vehicles within our fleet. The implementation of these vehicles substantially reduces Groot's carbon footprint. As previously mentioned within this proposal, Groot currently operates up to 9 trucks that run on CNG within the Village.

Recycling capabilities are also reviewed regularly to continue Groot Industries plan in considerably reducing landfill usage and increasing community knowledge. The Groot website is available 24 hours a day, 7 days a week for informational bulletins and our customer service department is provided with information in order to assist residents of the Village.

VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

VII. Service Quality Assurance

A. Office Procedures

Groot Industries staffs its customer service and operations office from 7:00 am to 5:00 pm Monday through Friday, and Saturday from 7:00 am until 12:00 pm. Outside of the above stated times, we employ full voice mail capability to specific personnel or operational areas. Customer Service representatives are trained in the following areas:

1. Extra Service Requests
2. Acceptable & Non-acceptable Waste
3. Recycling Program Education
4. Yard Waste Rules & Regulations
5. Residential Billing Inquiries

B. Resident Complaint Resolution Process

Groot understands that sometimes residents will call in with complaints concerning the program, billing issues or missed collections. Residents are always treated with respect and if the complaint is concerning services, our designated foreman is called for immediate investigation. It is company policy that if a call for a late set-out or missed collection comes in while the Algonquin trucks are still in town, we will make every effort to return the same day as the call is received. Any calls that are received after the collection vehicles have left Algonquin for the day will be scheduled for collection the next day.



VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

C. Escalation Process for Complaints

In the event a complaint requires the response from someone other than a customer service representative, we have designed our customer service department to fall under the direct supervision of our Operations Manager and our District Manager. In the event of a serious complaint, Groot's Municipal Manager and District Manager are always available to handle such complaints.

Groot will work in partnership with the Village to be pro-active in reducing complaints by notifying residents of potential changes in the program.

D. Drivers End-of-Day Service Review

Every morning drivers are required to meet with the Residential Supervisor. Drivers will receive instructions on scheduled extra service requests for their route, any equipment changes, and special routing demands.

To ensure the highest level of service throughout the day, drivers must report in via radio whenever leaving their respective service area. Particular emphasis is placed on communications prior to finishing their route at the end of the day. By closely supervising the routes progress near its termination, adjustments can be made readily with adjoining routes to handle any late service requests, or cover routes which may be running late.



VILLAGE OF ALGONQUIN RESIDENTIAL OPERATIONAL APPROACH

VIII. Emergency Contingency Plan

A. Public Health and Village Requests

In order to protect the public health, safety and welfare, Groot will respond to requests from the Village of Algonquin to collect debris left in unusual circumstances. We provide the necessary equipment and personnel to respond to your requests for an agreed upon rate for collection and disposal. Groot will agree to provide additional emergency relief services in the event of a natural disaster in the Village of Algonquin (i.e. tornados, floods) when declared by the State or Federal Government. Upon request, Groot will provide packer equipment and roll-offs in the event of a natural disaster. All additional emergency relief services will be invoiced according to the hourly time to collect and the actual weight of material disposed. Should the Village establish a community-wide emergency collection, Groot will provide roll-off containers at the locations mutually agreed upon between the Village and Groot.

B. Weather Considerations and Contingency Plans

In cases of severe weather, where service becomes problematic due to heavy snows, rains or wind damage, Groot Industries has the resources to address and remedy the resulting waste-related problems. Due to the high concentration of equipment we will have operating around the Village, we are able to draw upon many other collection vehicles to assist the Village's residential units. We routinely make sure auxiliary personnel are available during the winter months, and as a matter of course, maintain an adequate amount of spare collection vehicles.

IX. Compressed Natural Gas (CNG) Vehicles

Currently, Groot utilizes collection vehicles that run solely on Compressed Natural Gas (CNG). We are currently incorporating CNG collection vehicles as older diesel trucks are retired. Trucks which run on CNG are quieter and emit 80% less pollution than pre-2007 diesel engines. Please refer to the "Groot Green" section within this proposal for more of Groot's green initiatives in the future.

VILLAGE OF ALGONQUIN RECYCLING CAPABILITIES

X. Recycling Capabilities & Materials

Groot Industries will provide the Village of Elmwood Park with a recycling program that combines both paper and commingled material at the curbside for processing. We currently utilize an automated processing system that separates the paper (fibrous) from the commingled (non-fibrous) recyclable material.

Recycling Material

Groot will collect any of the following recyclable items:

Non-Paper Items

- Cloudy white HDPE plastic milk & water jugs
- Colored HDPE plastic blow-molded containers
- PETE 1 & HDPE 2 plastic blow-molded containers
- LDPE 4 & FTDPE soft plastic
- Brown, green, and clear glass containers
- Aluminum-formed containers/wrap
- Empty steel paint cans and lids.
- Plastics 1 through 5 & 7
- Bi-metal food and beverage cans
- Empty aerosol cans
- Aseptic and gable topped packaging such as milk cartons/juice boxes
- Formed steel food containers.
- Ferrous metal cans



VILLAGE OF ALGONQUIN RECYCLING CAPABILITIES

Paper Items

- Office/School Paper
- Newspaper
- Magazines/Catalogs
- Glossy & Non-glossy inserts
- Shredded paper bagged in clear plastic bag
- Telephone Directories
- Advertising/Junk Mail
- Kraft paper bags
- Cardboard
- Paperboard/Chipboard
- Books (No leather cover books)
- Soda & Beer carrying cases
- No metal clips, spirals or binding
- Shredded paper must be bagged

Unaccepted Items

Items below are not accepted as recycling:

- Mirrors, light bulbs, window glass, ceramics
- Soiled paper fibers (oily pizza boxes, paper napkins, etc.)
- Medical waste
- Plastic bags
- Styrofoam, wood, plastic film, diapers
- Batteries

GROOT GREEN

GROOT GREEN

Environmental Stewardship

Groot Green, More Than A Color

Being environmentally conscious has always been the cornerstone of Groot Industries. Being “Green” has driven Groot to be on the forefront of recycling programs and initiatives. For decades, being green was more than just a color, it has been the foundation of how we collect and process solid waste. Please note the “*firsts*”.



1986 – Groot Industries spearheaded the *first* curbside recycling programs in northern Illinois through multiple pilot programs and within four years expanded them to incorporate its entire residential customer base.

1989 – Groot Industries built the *first* Midwestern MRF (Material Recovery Facility) capable of separating plastics into four different types: glass by color, tin, steel and aluminum. In addition, a second process to sort newspaper, junk mail, phone books and magazines was incorporated. This allowed our collection vehicles to be of the “two” sort variety instead of six to eight, saving tremendous amounts of time and fuel and making the collection of recyclables more economical.

1997 - Groot Industries designed and built the *first* SINGLE STREAM material recovery facility in the Midwest in conjunction with its Primary Waste Processing Facility. The single stream facility allowed us to mechanically separate the paper products from the other recyclables. This process allowed us to use the same type of vehicles used for the collection of waste as we use for recycling; two compartment specialized trucks were no longer required. Our primary waste processing facility also gave Groot Industries the ability to process “Blue Bag” recyclables which was a process required by the City of Chicago for a time. This system further can recycle about 10% of “raw” waste which flows through the facility.

2005 - Groot industries began experimenting with alternate fuels in order to decrease our carbon footprint and search for ways to power our vehicles more economically and were the *first* waste and recycling company in Illinois to start using BIO-Diesel fuel.

GROOT GREEN

2007 – 100% of our residential, recycling, commercial and industrial collection vehicles operate on BIO-Diesel, the *first* in the Midwest.

2008 – Groot Industries makes a commitment to start converting its recycling fleet to operate on Compressed Natural Gas (CNG). CNG is over 80% less polluting than pre-2007 diesels. **ONE diesel engine idling is louder than TEN natural gas engines idling together.**

2009 – Groot Industries works with Mack Trucks to build the *first* 20 CNG trucks to come off their lines. We then proceeded to build a CNG refueling station for our fleet; and now, we are the *first* waste industry company in the Midwest to start operating on compressed natural gas.

2010 – The Clean Cities Coalition is an organization funded by the United States Department of Energy. Every year they evaluate organizations and people that best embody their mission by the use of alternative fuels. The “Clean Fuels Champion” award has been given to congressmen, businesses and local governments that stand out by going above and beyond in promoting or implementing alternate fuel vehicles and alternate fuels.

Groot Industries is honored to accept the 2010 “Clean Fuels Champion” award for what we have accomplished in the arena of compressed natural gas (CNG). We first made the commitment to start converting our fleet in 2008 and we now operate more CNG vehicles in the Midwest than any other company whether they be public, private or governmental.

2011 – Groot Industries is honored to accept the Partnership Award for Innovative Energy Solutions for our accomplishments in the arena of compressed natural gas (CNG). This award was presented by the Energy Solutions Center, a non-profit organization of energy utilities and equipment manufacturers that promotes energy-efficient natural gas solutions and systems.

2012 – We are pleased to be recognized and receive the 2012 Illinois Green Fleet Award. Groot Industries’ fleet consists of 60 CNG trucks operating on a daily basis, making Groot Industries’ CNG fleet the largest in Illinois.

GROOT GREEN

2013— In addition to continuing to purchase more CNG-powered collection vehicles, we have doubled the size of our fueling station capabilities. We also have included, with the expansion of our facilities, a secondary station to provide fuel for outside customers. This expansion will provide the much-needed infrastructure to promote and support the use of CNG by other types of transportation and service companies.

2014—Groot Industries completed its upgrade of the Material Recovery Facility in Elk Grove Village, IL. The MRF is now the most advanced in the area and is capable of processing over 40 tons per hour of single stream residential recyclables. This investment in the future of recycling for the Greater Chicagoland area will keep Groot at the forefront of Reducing, Re-using and Recycling large portions of the Municipal and Commercial Waste Streams for years to come.

2015—Groot has partnered with Trillium CNG to open its third public/private CNG fueling station in McCook, IL. This station serves as the fueling hub for Groot's McCook location as well as many over the road trucking companies that are planning on converting vehicles to CNG.

GROOT GREEN has always been more than just a color to us.

It is the cornerstone of our attitude with regard to how we value our environment.



APPENDIX 1-2 PRICE QUOTATION

APPENDIX 1
GENERAL PRICE QUOTATION SHEET
GRADUATED TOTER PROGRAM
(Five (5) Year Contract Term)

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

CONTRACT YEAR BEGINNING SEPTEMBER 1:					
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	2019	2020	2021	2022	2023
REFUSE DISPOSAL TOTER:					
REFUSE:					
Total cost of Refuse Toter:					
<u>95</u> Gallon Size	\$13.15	\$13.48	\$13.82	\$14.17	\$14.52
<u>65</u> Gallon Size	\$12.90	\$13.22	\$13.55	\$13.89	\$14.24
<u>35</u> Gallon Size	\$12.70	\$13.02	\$13.35	\$13.68	\$14.02
Cost of Sticker (Items Not In Toter/Bulk Items)					
Under 50#	\$2.50	\$2.56	\$2.62	\$2.69	\$2.76
Over 50 # not to exceed	*\$40.00/item	*\$40.00/item	*\$40.00/item	*\$40.00/item	*\$40.00/item
YARD WASTE DISPOSAL:					
Cost of Yard Waste Sticker:	\$2.50	\$2.56	\$2.62	\$2.69	\$2.76
Cost of Yard Waste Toter (Monthly Fee):					
<u>95</u> Gallon Size	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08
WHITE GOODS (Curbside Collection):	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
ELECTRONICS (Curbside Collection):	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item
MULTI-FAMILY DWELLINGS (Per Unit):	\$15.00	\$15.38	\$15.76	\$16.15	\$16.55
SPECIAL COLLECTIONS:					
MINIMUM CUBIC YARDS INCLUDED <u>1</u>					
Charge Per Cubic Yard:	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00

*Residents shall call and schedule pickup of items over 50 lbs 24 hours ahead of their service day as it requires a separate truck for collection.

**GENERAL PRICE QUOTATION SHEET
GRADUATED TOTER PROGRAM
(Seven (7) Year Contract Term)**

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

		CONTRACT YEAR BEGINNING SEPTEMBER 1:						
		<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>	<u>YEAR 7</u>
		<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
REFUSE DISPOSAL TOTER:								
REFUSE:								
Total cost of Refuse Toter:								
<u>95</u> Gallon Size		\$12.55	\$12.86	\$13.18	\$13.51	\$13.85	\$14.20	\$14.56
<u>65</u> Gallon Size		\$12.30	\$12.61	\$12.93	\$13.25	\$13.58	\$13.92	\$14.27
<u>35</u> Gallon Size		\$12.10	\$12.40	\$12.71	\$13.03	\$13.36	\$13.69	\$14.03
Cost of Sticker (Items Not In Cart/Bulk Items)								
	Under 50#	\$2.50	\$2.56	\$2.62	\$2.69	\$2.76	\$2.83	\$2.90
	Over 50 # not to exceed	*\$40.00/ per item	*\$40.00/ per item	*\$40.00/ per item	*\$40.00/ per item	*\$40.00/ per item	*\$40.00/ per item	*\$40.00/ per item
YARD WASTE DISPOSAL:								
Cost of Yard Waste Sticker:		\$2.50	\$2.56	\$2.62	\$2.69	\$2.76	\$2.83	\$2.90
Cost of Yard Waste Toter (Monthly Fee):								
<u>95</u> Gallon Size		\$20.00	\$20.50	\$21.01	\$21.54	\$22.08	\$22.63	\$23.20
WHITE GOODS (Curbside Collection):		\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
ELECTRONICS (Curbside Collection):		\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item	\$30.00/trip \$5.00/item
MULTI-FAMILY DWELLINGS (Per Unit):		\$15.00	\$15.38	\$15.76	\$16.15	\$16.55	\$16.96	\$17.38
SPECIAL COLLECTIONS:								
MINIMUM CUBIC YARDS INCLUDED		1						
Charge Per Cubic Yard:		\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00

*Residents shall call and schedule pickup of items over 50 lbs 24 hours ahead of their service day as it requires a separate truck for collection.

APPENDIX 2
GENERAL PRICE QUOTATION SHEET
ALTERNATE PROGRAM DESIGN
PAY-PER-BAG (Five (5) Year Contract Term)

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

CONTRACT YEAR BEGINNING SEPTEMBER 1:					
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
	2019	2020	2021	2022	2023
REFUSE DISPOSAL STICKER:					
REFUSE:					
Cost Per Sticker (Under 50#):	\$3.15	\$3.23	\$3.31	\$3.39	\$3.47
Cost Per Sticker (Over 50# not to exceed _____):	\$40.00/item	\$40.00/item	\$40.00/item	\$40.00/item	\$40.00/item
Refuse Toter Monthly Fee:					
95 Gallon Size	\$18.85	\$19.32	\$19.80	\$20.30	\$20.81
YARD WASTE DISPOSAL:					
Cost of Yard Waste Sticker:	\$3.15	\$3.23	\$3.31	\$3.39	\$3.47
Yard Waste Toter (Monthly Fee):					
95 Gallon Size	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08
MULTI-FAMILY DWELLINGS (Per Unit):					
	\$15.00	\$15.38	\$15.76	\$16.15	\$16.55
WHITE GOODS (Curbside Collection):					
	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
	\$30.00/trip	\$30.00/trip	\$30.00/trip	\$30.00/trip	\$30.00/trip
ELECTRONICS (Curbside Collection):	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item
SPECIAL COLLECTIONS:					
MINIMUM CUBIC YARDS COLLECTED 1					
Charge Per Cubic Yard:	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00

*Residents shall call and schedule pickup of items over 50 lbs 24 hours ahead of their service day as it requires a separate truck for collection.

APPENDIX 2
GENERAL PRICE QUOTATION SHEET
ALTERNATE PROGRAM DESIGN
PAY-PER-BAG (Seven (7) Year Contract Term)

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

CONTRACT YEAR BEGINNING SEPTEMBER 1:

<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>	<u>YEAR 7</u>
2019	<u>2020</u>	2021	2022	2023	2024	2025

REFUSE DISPOSAL STICKER:

REFUSE:

Cost Per Sticker:	\$3.00	\$3.08	\$3.16	\$3.24	\$3.32	\$3.40	\$3.49
Cost Per Sticker (Over 50# not to exceed)	*\$40.00/	*\$40.00/	*\$40.00/	*\$40.00/	*\$40.00/	*\$40.00/	*\$40.00/
Refuse Toter Monthly Fee:	per item	per item	per item	per item	per item	per item	per item
95 Gallon Size	\$18.80	\$19.27	\$19.75	\$20.24	\$20.75	\$21.27	\$21.80

YARD WASTE DISPOSAL:

Cost of Yard Waste Sticker:	\$3.00	\$3.08	\$3.16	\$3.24	\$3.32	\$3.40	\$3.49
Yard Waste Cart (Monthly Fee):							
95 Gallon Size	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08	\$22.63	\$23.20

MULTI-FAMILY DWELLINGS (Per Unit):	\$15.00	\$15.38	\$15.76	\$16.15	\$16.55	16.96	\$17.38
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WHITE GOODS (Curbside Collection):	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
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ELECTRONICS (Curbside Collection):	\$30.00/trip	\$30.00/trip	\$30.00/trip	\$30.00/trip	\$30.00/trip	\$30.00/trip	
	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item	\$5.00/item	

SPECIAL COLLECTIONS:

MINIMUM CUBIC YARDS COLLECTED 1

Charge Per Cubic Yard:	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00
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*Residents shall call and schedule pickup of items over 50 lbs 24 hours ahead of their service day as it requires a separate truck for collection.

APPENDIX 3-6

APPENDIX 3

SCHEDULE OF DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document.

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>EXPLANATION OF DEVIATION</u>
-----------------------	-------------------------	--

Please see "Deviations & Exceptions" tab.

APPENDIX 4
SCHEDULE OF VEHICLES/EQUIPMENT

Please list all vehicles and equipment which will be used in the performance of the contract. List refuse, recycling, and yard waste vehicles in separate groupings.

YEAR	MAKE	BODY TYPE	VEHICLE ID	PLATE #
2003	MACKX	LE613	1M2AC07C93M008635	19025R
2001	MACKX	LE613	1M2AC07C11M005533	16522R
2007	MACKX	LE613	1M2AC08C37M014449	31706R
* 2010	MACKX	LEU633	1M2AU14C7AM001011	33845R
* 2011	MACKX	LEU633	1M2AU14C2BM001077	35210R
* 2011	MACKX	LEU633	1M2AU14C4BM001078	37443R
* 2014	MACKX	LEU633	1M2AU14C2EM001907	32387R
* 2014	MACKX	LEU633	1M2AU14C6EM002172	3735R
* 2014	MACKX	LEU633	1M2AU14C5EM002177	32394R
* 2016	MACKX	LEU633	1M2AU14C7GM003009	42121R
* 2016	MACKX	LEU633	1M2AU14C8GM003021	43483R
* 2016	MACKX	LEU633	1M2AU14C3GM003024	43481R

*Indicated trucks above operate on compressed natural gas (CNG) and are currently providing residential collection service in the Village.

APPENDIX 5
MUNICIPAL REFERENCE SCHEDULE

<u>MUNICIPALITY</u>	<u>SERVICE DATES</u> <u>FROM - TO</u>	<u>EXPLANATION OF</u> <u>PROGRAM PROVIDED</u>
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Please see "References" tab.

**APPENDIX 6
VILLAGE OF ALGONQUIN
BIDDER CERTIFICATION**

The following affidavit must be completed, notarized and submitted with the bid package in compliance with article 33 E of the "Criminal Code of 1961".

I (Printed Name) Peter Lyons, do hereby certify that:

1. I am (Position) Division Vice President of (Firm name and address):

Groot Recycling & Waste Services, Inc.

2500 Landmeier Rd

Elk Grove Village, IL 60007

And have authority to execute this certification on behalf of the firm;

2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating as set forth in Article 33E of the "Criminal Code of 1961".

Signature [Signature]

Date: 10/16/18

Corporate Seal
(if applicable)

REQUIRED NOTORIZATION

On this 16th day of October, 2018, before me appeared

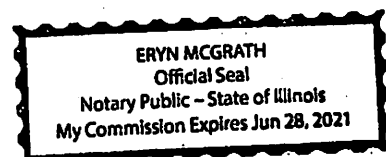
(name) Peter Lyons to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was is properly authorized by

(Name of firm) Groot Recycling & Waste Services, Inc. to execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public [Signature]

Commission Expires 6/28/2021

Notary Seal




**WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
GROOT RECYCLING & WASTE SERVICES, INC.**

The undersigned, being the sole director of GROOT RECYCLING & WASTE SERVICES, INC., an Illinois corporation (the "Company"), consents to the following actions and adopts the following resolutions:

BE IT RESOLVED that Pete Lyons, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Residential Solid Waste Collection & Disposal Service for the Village of Algonquin, Illinois and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole director of the Company, has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: October 3, 2018



Ronald J. Mittelstaedt, Director

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/01/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Groot Industries, Inc. 3 Waterway Square Place, Suite 110 The woodlands TX 77380 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Property & Casualty Insurance Co.	20699
	INSURER C: Indemnity Insurance Co of North America	43575
INSURER D: ACE Fire Underwriters Insurance Co.	20702	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570072500047

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG71094777	08/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159159	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XOOG27614620004 SIR applies per policy terms & conditions	08/01/2018	08/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65226303 AOS WLRC65226261 CA, MA	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE-EA EMPLOYEE \$1,500,000 E.L. DISEASE-POLICY LIMIT \$1,500,000

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

Re: Commercial Scavenger License, Account #596728. Village of Algonquin, its Officers, Employees and Agents are included as Additional Insured in accordance with the policy provisions of the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**Village of Algonquin
2200 Harnish Drive
Algonquin IL 60102 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Groot Industries, Inc.	
POLICY NUMBER See Certificate Number: 570072500047			
CARRIER See Certificate Number: 570072500047	NAIC CODE		
		EFFECTIVE DATE:	

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

PROPOSAL SECURITY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Groot Recycling & Waste Services, Inc.
2500 Landmeier Rd.
Elk Grove Village, IL 60007

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. BOX 469011
San Antonio, TX 78246
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102

BOND AMOUNT: \$ 5,000 Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)


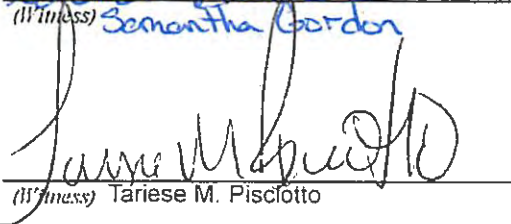
Residential Refuse, Recycling and Yard Waste Collection

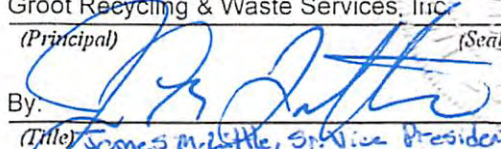
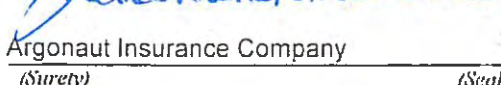


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of November, 2018


(Witness) Samantha Gordon

(Witness) Tariese M. Pisciotto

Groot Recycling & Waste Services, Inc.
(Principal)  (Seal)
By: 
(Title) James M. Little, Service President
Argonaut Insurance Company
(Surety)  (Seal)
By: 
(Title) Dawn Morgan Attorney-in-Fact



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th 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: **Dawn Morgan**

Surety Bond No.:

Principal: Groot Recycling & Waste Services, Inc.

Obligee: Village of Algonquin

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:

\$50,000,000.00

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 8th day of May, 2017.

Argonaut Insurance Company



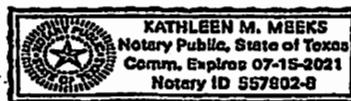
by:

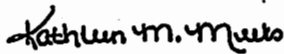

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, 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 14th day of November, 2018.




James Bluzard, Vice President-Surety

State of IL

County of DuPage

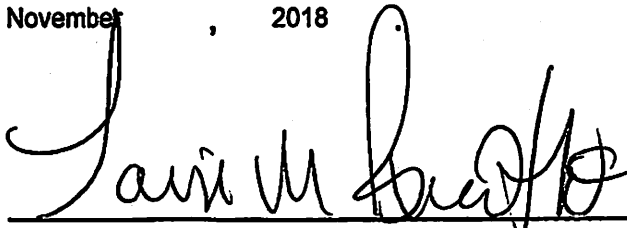
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL,

do hereby certify that Dawn Morgan Attorney-in-Fact, of the Argonaut Insurance Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Argonaut Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 14th day of November, 2018.



Notary Public

Tariese M. Pisciotto

My Commission expires: June 26, 2022



STATE OF TEXAS

§

§

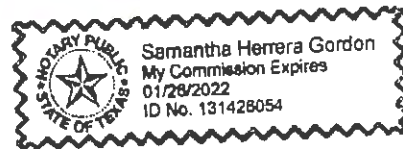
COUNTY OF MONTGOMERY

§

This instrument was signed before me on the 8th day of October, 2018, by
James M. Little.

Samantha Herrera Gordon
Notary Public, State of Texas

Notary's Printed Name: Samantha Herrera Gordon
Commission expires: 01/26/2022



PERFORMANCE BOND INTENT



October 4, 2018

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60007

Re: RFP for Residential Refuse, Recycling and Yard Waste Collection

Dear Mr. Tim Schloneger, Village Manager:

It has been the privilege of Argonaut Insurance Company ("Argo Surety")¹ and/or its underwriting team to have provided surety bonds for Groot Recycling & Waste Services, Inc.. During this time we have bonded projects in the \$60MM range for a wide variety of owners. Groot Recycling & Waste Services, Inc. is an account in good standing with our company. The general bonding line of credit established for or available to this firm is \$60MM Single/\$250MM Aggregate.

It is our opinion that Groot Recycling & Waste Services, Inc. is qualified to perform the above captioned project under its estimated value. At their request we will give favorable consideration to providing the required bonds.

Please note that the decision to issue surety bonds is a matter between Groot Recycling & Waste Services, Inc. and Argo Surety, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Argo Surety is "Treasury Listed" by the U. S. Department of the Treasury with an underwriting limitation expressed therein of over \$87,278,000. The A.M. Best Company has assigned Argo Surety a rating of "A". Argo Surety is fully licensed and authorized to write bonds of this size and type in the State of Illinois. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,
Argonaut Insurance Company

Dawn L. Morgan
Attorney-in-Fact

¹ Argo Surety is an A (Excellent) A.M. Best rated insurance company (Financial Size Category XIII (\$1 billion to \$1.25 billion)).

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th 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:

Stephen T. Kazmer, Elaine Marcus, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett

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:

\$75,000,000.00

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 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 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.



Kathleen M. Muehl
(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 4th day of October, 2018.



James Bluzard, Vice President-Surety

REFERENCES

REFERENCES

Currently, we have exclusive contracts in 81 communities with over 600,000 residences serviced every week. Additional references are available upon request.

Village of Arlington Heights 33 S. Arlington Heights Road Arlington Heights, IL 60005 Mr. James McCalister, Health Services Director (847) 368-5000	Contract Start: 2000 Residential Franchise: 18,400 units serviced Providing refuse, recycling & yard waste services
Village of Barrington 306 S. Hough St. Barrington, IL 60010 Mr. Mark Werksman, Public Works Director (847) 381-7903	Contract Start: 2000 Commercial Franchise: Over 300 businesses serviced Residential Franchise: 3,282 units serviced Providing: refuse, recycling & yard waste services
Village of Hoffman Estates 1900 Hassell Road Hoffman Estates, IL 60195 Mr. Jim Norris, Village Administrator (847) 882-9100	Contract Start: 2000 Commercial Franchise: Over 350 businesses serviced Residential Franchise: 12,600 units serviced Providing: refuse, recycling & yard waste services
Village of Lindenhurst 2301 East Sand Lake Road Lindenhurst, IL 60046 Mr. Clay Johnson, Village Administrator (847) 356-8252	Contract Started: 2003 Residential Franchise: 4,711 units serviced Providing refuse and recycling & yard waste services
McHenry County 2200 N. Seminary Avenue Woodstock, IL 60098 Ms. Kristy Hecke, Solid Waste Manager (815) 334-4585	Contract Start: 2010 Residential Franchise: 3,959 units serviced Providing refuse, recycling & yard waste services
Village of Niles 1000 Civic Center Dr. Niles, IL 60714 Mr. Steve Vinezeano, Village Manager (847) 588-8002	Contract Start: 1960 Commercial Franchise: Over 800 businesses serviced Residential Franchise: 7,450 units serviced Providing: refuse, recycling & yard waste services

DEVIATIONS & EXCEPTIONS

DEVIATIONS & EXCEPTIONS

Exceptions to Request for Proposals

Groot Recycling & Waste Services, Inc. ("Contractor" or "Groot") offers the following items to be incorporated in a contract and as exceptions to the Request for Proposals: Residential Solid Waste Collection & Disposal Service (the "RFP") issued by the Village of Algonquin, IL (the "Village") relating to the provision of residential waste material collection, transport, and disposal services within the Village. Contractor's proposal is subject to and contingent upon these exceptions. These items are intended to identify areas of concern and remain negotiable. Along with each exception is some explanation to provide the Village with Contractor's thoughts behind such exceptions. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

- (1) Contractor takes exception to the following provisions of Section I of the RFP titled "Introduction":
 - a. Contractor takes exception to the following definitions contained in I(A) and requests the following revisions:
 - i. The definitions of "Bulk Materials," "Electronic Devices," "Hard Landscape Waste," "Household Construction and Demolition Debris," "Household Garbage," "Refuse," "Recyclables," "Soft Landscape Waste," "White Goods," and "Yard Waste" shall all be amended to include the following provision at the end of each definition: "For avoidance of doubt, [insert defined term] shall not include any Excluded Waste."
 - b. The following definitions shall be added to Section I(A) "Definitions":
 - i. "Excluded Waste: Any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations."
 - c. The third sentence of Section I(D) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

"After formal written notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or in bad faith neglect or refuse to enter into a contract and required bond, the Contractor shall be liable for any damaged the Village may thereby suffer.

DEVIATIONS & EXCEPTIONS

Contractor will use all good faith efforts to negotiate and enter into a contract or required bond with the Village, however, the Village must understand that there Contractor makes this bid with these material objections and exceptions, and a contract between the parties should reflect such.

- d. Contractor takes exception to Section I(F) of the RFP and seeks clarification as to whether this contract will be for that period beginning on September 1, 2019 and ending on August 31, 2025 (6 years) or for that period beginning on September 1, 2019 and ending on August 31, 2024 (5 years)
 - e. Contractor takes exception to Section I(M) and requests the following or other mutually agreeable language be added to the end of the sentence: “including any and all objections or exceptions contained in Contractor’s Exceptions to the Request for Proposal.”
- (2) Contractor takes exceptions to the following provisions of Section II of the RFP titled “General Requirements”:
- a. The fourth sentence of Section II(A) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

“The Contractor’s employees shall provide collection service to Algonquin residents with as little noise, disturbance, and disruption as reasonably possible.”

Village acknowledges that the collection services to be provided are inherently noisy, disturbing or disruptive from time to time.
 - b. The last sentence in Section II(J) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (changed language underlined):

“The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.”
 - c. Section II(L) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

“The Contractor shall indemnify, defend, save, and hold harmless the Village, its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers’ compensation claims, reasonable attorney’s fees and costs of defense, that the Village may suffer, incur, or become liable for on account of:

 - The willful and negligent acts or omissions of the Contractor, its employees, agents, or assigns.

DEVIATIONS & EXCEPTIONS

- Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor.
- Any action in law or equity brought by any party under Federal or State Law in an effort to set aside the contract."

Notwithstanding the foregoing, Contractor shall have no duty or obligation to indemnify, defend, save and hold harmless the Village, its officers and employees if such damage, loss, liability expense or lawsuit arises out of (a) the willful and negligent acts or omissions of the Village, its officers and/or employees; (b) the violation of any law, rule, statute, ordinance, license or regulation by the Village, its officers and/or employees; and (c) the breach of any subsequent agreement by Village, its officers and/or employees."

Bidder is willing to provide reasonable indemnification to the Village, but it should not be required to indemnify the Village for its own (i) negligence or willful misconduct, (ii) breach of the resulting contract, or (iii) violations of law.

- d. Section II(M) shall be deleted in its entirety and replaced with the following or other mutually agreeable language:

"The Contractor shall furnish to the Village a performance bond on an annually renewable form equal to fifty percent (50%) of the estimated annual contract amount, which bond shall run for the entire term of the contract, including any extensions, and shall be delivered to the Village prior to July 15, 2019."

Contractor is willing to post an annually renewable performance bond in the amount set forth above.

- e. The second sentence of Section II(N) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

"The Village shall provide the contractor at least three (3) days after written notice, or other time as mutually agreed upon by the parties."

There will be certain instances where the situation cannot be cured within a 24 hour timeframe. Contractor asks that the Village be understanding in these situations and allow Contractor a reasonable time to cure such issues. Please note that Contractor will still abide by the 24 hour timeframe as set forth in Section II(E) "Missed Pick-Up and Complaint Handling".

DEVIATIONS & EXCEPTIONS

- f. Section II(R) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

“The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Contractor may assign the resulting contract to any direct or indirect affiliate or subsidiary of the Contractor, or to any person or entity succeeding to all, or substantially all of the Contractor’s assets (whether by operation of law, merger, consolidation or otherwise), without the Village’s consent.”

Contractor requires reasonable authority to enforce its exclusive franchise granted pursuant to the resulting contract. Contractor further requires reasonable cooperation from the Village to enforce such exclusive franchise rights.

- g. Section II(S) shall be deleted in its entirety and replaced with the following or other mutually agreeable language:

Contractor will agree to comply with all applicable laws as well as the terms of any subsequent agreement between Contractor and the Village. To the extent these fines or penalties are not mandated by law or pursuant to the terms of the agreement, Contractor takes exceptions and objects to this provision.

- (3) Contractor takes exceptions to the following provisions of Section III of the RFP titled “Refuse Collection Specifications”:

- a. The fourth sentence of Section II(A) shall be deleted in its entirety and replaced with the following or other mutually agreeable language (added language underlined):

“The Contractor’s employees shall provide collection service to Algonquin residents with as little noise, disturbance, and disruption as reasonably possible.”

Village acknowledges that the collection services to be provided are inherently noisy, disturbing or disruptive from time to time.

- (4) The following language should be incorporated into any final contract between the parties:

DEVIATIONS & EXCEPTIONS

- a. "Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Village and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste."

Contractor requires reasonable language protecting it from liability for any Excluded Waste.

- b. "In the event of a public emergency, natural disaster, hurricane, flood, tornado, or other similar event, the Contractor may cease, or otherwise modify, any and all services provided for hereunder in order to ensure the safety of the Contractor's employees and the other members of the community, as well as to protect the Contractor's property. However, Contractor shall make commercially reasonable efforts to resume regular services as soon as possible."

Contractor must have the ability to reasonably determine when it is safe for services to be performed after an emergency.

- c. "Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, the Village or resident (as applicable) shall have care, custody and control of the equipment while at the service locations. Neither the Village nor the resident shall overload (by weight or volume), alter the equipment, and shall use the equipment only for its proper and intended purpose. The Village and resident must provide unobstructed access to the equipment on the scheduled collection day. In the event that any of Contractor's equipment are lost, damaged, or destroyed while in the care, custody, or control of the Village or resident (as applicable), Contractor shall promptly repair or replace such equipment as provided herein; provided, however, that should such loss, damage, or destruction be due to an act or omission of the Village or resident, the Village shall be charged a fee for repair or replacement. The word "equipment" as used in the contract shall mean all containers used for the storage of non-hazardous solid waste."

The Village and its residents shall have care, custody, and control of Contractor's equipment during the term of the resulting contract and shall be best placed to prevent damage to or loss of such equipment.

DEVIATIONS & EXCEPTIONS

- d. "Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment."

Contractor shall not be responsible for damage to the Village's streets, roads, pavements, or curbs to the extent such damage is not caused by Contractor's negligence or willful misconduct.

- e. "The Village and residents must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If the Village or residents fail to do so, Contractor may decline to collect such materials without being in breach of the resulting contract. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities."

Contractor shall make reasonable efforts to ensure that recyclable materials are recycled or reused in line with industry practice, but it cannot guaranty that recyclable materials will be processed and recycled. Further, such recyclable materials must be properly prepared and reasonably free from contamination if they are to be recycled or reused.

- f. "Notwithstanding anything herein to the contrary, Contractor may pass through and the Village shall pay to Contractor any documented increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes)."

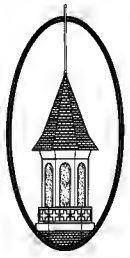
Contractor should not bear the risk of increased costs from changes to law or taxation as Contractor has little or no ability to avoid such additional costs.

- g. "Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under the contract."

DEVIATIONS & EXCEPTIONS

Contractor requires reasonable force majeure language.

- h. "Any failure by either party to enforce the provisions of the agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party."
- i. "If any action at law or in equity is brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled."
- j. In addition, Contractor reserves the right to negotiate a final form of agreement with the Village containing standard provisions.



Village of Algonquin

Police Department



-MEMORANDUM-

DATE: December 7, 2018
TO: Tim Schloneger, Village Manager
FROM: John Bucci, Chief of Police
SUBJECT: Intergovernmental Agreement between District 158 &
the Village of Algonquin

Attached for your review is the Police Liaison Program Intergovernmental Agreement between Huntley Community School District 158 and the Village of Algonquin.

If approved, this IGA will begin with the 2019/2020 school year and define the duties, responsibilities and costs associated with placement of one School Resource Officer at Heinemann Middle School for District 158, to include all schools at the Square Barn Road Campus.

The wording and intention is identical to the IGA used for the School Resource Officer position at H.D. Jacobs High School and like that agreement, will automatically renew annually.

I respectfully request the Committee of the Whole consider these agreements and forward to the Village Board for approval.

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUNTLEY COMMUNITY SCHOOL
DISTRICT NO. 158
AND THE VILLAGE OF ALGONQUIN
PROVIDING FOR
POLICE SCHOOL LIAISON OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the Board of Education of Huntley Community School District No. 158 (hereinafter called "District 158"), and the Village of Algonquin, Illinois, (hereinafter called the "Village").

WHEREAS, both the Village and District 158 desire to have a Village of Algonquin Police Officer assigned to serve as a School Liaison Officer at District 158's Square Barn Campus, located on DJB Dr. in the Village of Algonquin, in order to maintain a more personal relationship between law enforcement agents and students in the school, assist in educational programs, protect the students and the school from theft, vandalism, trespassing, acts of violence, and deal more effectively with juvenile offenses; and

WHEREAS, the other school campuses in District 158 have engaged in similar agreements with their host municipalities for a School Liaison Officer; and

WHEREAS, both District 158 and the Village want to continue the productive relationship established through the School Liaison Officer program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as though fully set forth herein.

SECTION 2: THE POLICE SCHOOL LIAISON OFFICER PROGRAM

2.0 Provide Village Police Officers to District 158 for Interview

This program involves the selection of a Village police officer for assignment to District 158's Square Barn Campus as a Police School Liaison Officer ("Police Liaison Officer") for the term defined herein.

The Village will provide to District 158 a list of qualified Police Officers who are in good standing with the Village to interview for the position of Police Liaison Officer at the Square Barn Campus. A joint committee ("Committee") composed of personnel designated by District 158 and the Village of Algonquin Police Department shall decide which Police Officer(s) would best meet the requirements and criteria of District 158 for its Police Liaison Officer. The Village shall provide Police Officers with the following desired qualifications for interview:

- Illinois Certified Police Officer
- Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of the start of assignment).
- Trained in gang resistance and alcohol/drug resistance curricula;
- Verbal, written and interpersonal skills, including public speaking;
- Knowledge of, and experience in, matters involving cultural diversity;

2.1 Assignment of Village Police Officers to District 158

The Village shall assign to District 158 the Police Officer chosen by the Committee to act as the Police Liaison Officer on issues of security and community education. However, the Village Police Officer will remain an employee of the Village and all personnel rules applicable to said Village Police Officer shall continue to apply to the Police Officer and the Police Officer will at all

times abide by all personnel rules of the Village of Algonquin and the applicable Collective Bargaining Agreement even when serving as District 158's Police Liaison Officer. As an employee of the Village and not District 158, the Village Police Officer shall not be entitled to any benefits that District 158 provides to its employees. The scope of the Police Liaison Officer's duties and responsibilities may be changed or redefined at any time when agreed upon by both the Village Police Department and District 158.

If, for any reason, the Police Officer selected by the Committee to be the Police Liaison Officer is unavailable, the Village shall make all reasonable efforts to provide a temporary replacement to fulfill the Police Liaison Officer's duties in his absence, or, if a replacement is unavailable, to assist the District in the absence of the Police Liaison Officer including, as appropriate, by providing walkthroughs of the Square Barn Campus facilities and otherwise consulting with District personnel as necessary and appropriate. In the event the Police Liaison Officer selected pursuant to this agreement is unavailable to fulfill his duties for 20 or more consecutive school days, at the District's option a new Police Liaison Officer will be selected by the Committee in accordance with the procedures set forth in Section 2.0.

2.2 Duties and Responsibilities of Police Liaison Officer

The Village Police Officer assigned to District 158 as its Police Liaison Officer shall have the following duties and responsibilities:

2.2.1 Educational Responsibilities

- a. Work cooperatively with the building administration and staff to plan and schedule appropriate lessons in topics including, but not limited to gang/violence and drug and alcohol resistance education.
- b. Provide training for faculty and staff on the role of the Police Liaison Officer as well

as on topics of interest and importance to the staff related to her/his expertise.

2.2.2 Police Liaison Officer Responsibilities

- a. Promote a positive relationship and enhance communications between police officers, students, faculty, and staff at School District 158.
- b. Interact with students as a positive role model.
- c. Work collaboratively with the administrators to arrange and participate in parent/community education sessions.
- d. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at-risk students.
- e. Establish a working relationship with behaviorally at-risk students.

2.2.3 Security Responsibilities

- a. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
- b. Meet with building administrators to advise them of potentially unsafe situations and assist staff to plan for the safe resolution of those situations.
- c. Follow building and District 158 behavior policies.
- d. Enforce all Federal, State, and Municipal statutes and ordinances and refer all matters of school discipline to the proper administrator.
- e. Assist school staff in the event of an emergency.
- f. Advise building administration of any community situations (consistent with the Agreement for Reciprocal Reporting of Criminal Activity entered into separately by the Village and District 158) that may impact the school environment.
- g. Work with school staff to make school threat and safety assessments on a continuing

basis.

2.3 Evaluation of the Program

At least once a year, the Chief Security Officer, the Principals of Mackeben Elementary School, Conley Elementary School, and Heineman Middle School, and a designated representative of the Village of Algonquin Police Department shall meet to discuss and evaluate the Program.

SECTION 3: COST

District 158 will reimburse the Village for 66 % of the cost of each Police Liaison Officer as invoiced by the Village, which may be reviewed, modified and/or changed by mutual agreement on an annual basis, or at any time a Police Liaison Officer is replaced, to reflect any cost change of compensating the Village for its Police Officer. Any overtime costs incurred as a result of the Police Liaison Officer attending school activities will be the responsibility of District 158 and will be paid to the Village by District 158.

District 158 will pay its share of the costs in 12 equal monthly installments no later than the 15th day of each month.

SECTION 4: TERM

This Agreement is for the school year 2019-2020 and shall be in full force and effective from the day teachers return from summer recess and end on the last day of student attendance for that school year. Thereafter, this Agreement shall automatically be renewed annually for the time period detailed in the board-approved school district calendar, beginning the day Teachers return to work and ending on the last day of student attendance.

Either party may terminate this Agreement at any time during the Term by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this

Agreement at any time by mutual consent and written agreement.

SECTION 5: LIABILITY, RESPONSIBILITY, AND AUTHORITY

5.0 District 158

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, District 158 shall be liable for all liability, losses, claims, actions, demands, liens, damages, penalties, interest, costs and expenses including attorney's fees related to the acts, errors, or omissions of District 158, its officers, officials, servants, agents, volunteers, representatives or employees, including any breach hereunder, during the Term of this Agreement.

District 158 shall indemnify, hold harmless, and defend the Village, its officers, officials, servants, agents and employees against all liability, losses, claims, actions, demands, liens, damages, penalties, interest, costs and expenses including attorney's fees which the Village, its officers, officials, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of District 158, its officers, officials, servants, agents, volunteers, representatives or employees during the Term of this Agreement.

5.1 The Village

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, the Village shall be liable for all liability, losses, claims, actions, demands, liens, damages, penalties, interest, costs and expenses including attorney's fees related to the acts, errors, or omissions of the Village, its officers, officials, servants, agents,

representatives or employees, including any breach hereunder, during the Term of this Agreement.

The Village shall indemnify, hold harmless, and defend District 158, its officers, officials, servants, agents and employees against all liability, losses, claims, actions, demands, liens, damages, penalties, interest, costs and expenses including attorney ' s fees, which District 158, its officers, officials, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Village, its officers, officials, servants, agents, representatives or employees during the Term of this Agreement.

5.2 Nothing contained in Section 5 or in any other provision of this Agreement, is intended to constitute nor shall it constitute a waiver of the defenses available to District 158 or the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

SECTION 6: INSURANCE REQUIREMENTS.

The Village shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement.

6.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Commercial General Liability - Occurrence form; names the district as additional insured on a primary and non-contributory basis. Coverage must be included for sexual abuse and molestation.
- b. Automobile Liability; names the district as additional insured on a primary and non-contributory basis.
- c. Police Professional Liability/ Errors and Omissions policy; names the district as additional insured on a primary and non-contributory basis.

- d. Worker's Compensation as required by the laws of the State of Illinois.
- e. Employer's Liability Insurance.
- f. Umbrella or Excess Liability policy; provides follow form coverage to the above listed policies.

6.2 Minimum Limits of Insurance. The Village shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate for bodily injury, personal injury, and property damage.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Police Professional Liability: \$1,000,000 per occurrence with a \$3,000,000 aggregate liability limit for errors and omissions, professional/malpractice liability.
- d. Workers' Compensation and Employers' Liability: Workers' Compensation statutory limits as required by the laws of the State of Illinois, and Employers' Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease - Each Employee/\$1,000,000 Disease -Policy Limit.
- e. Umbrella or Excess Liability Coverage: \$5,000,000 per occurrence with \$5,000,000 aggregate.

6.3 Deductibles and Self-Insured Retentions. The Village's respective obligation hereunder may be satisfied through a self-insurance trust maintained by that party or its affiliates.

6.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- a. Workers' Compensation and Employers' Liability Coverage:

The Village's insurer shall agree to waive all rights of subrogation against

District 158, its elected officials, officers, employees, subcontractors and/or agents for losses arising out of this Agreement.

b. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other party.

c. Certificate of Insurance:

Upon request, each party shall furnish the other with Certificates of insurance evidencing the coverage required by this Agreement, that is signed by a person authorized by that insurer to bind coverage on its behalf. Each party reserves the right to request full, certified copies of the insurance policies.

In the event of the expiration of the policy period for any one or more of the insurance policies, each party shall promptly furnish the other with current Certificates of insurance evidencing its continued coverage as required by this Agreement.

SECTION 7: RECIPROCAL REPORTING AND STUDENT RECORDS

7.0 Reciprocal Reporting

The Village and District 158 shall provide information regarding criminal activity of students in accordance with the Agreement for Reciprocal Reporting of Criminal Activity entered into separately by the Village and District 158 in May of 2017.

SECTION 8: GENERAL PROVISIONS

8.0 Amendment or Modification to the Agreement

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by the Village and District 158.

8.1. Good Faith

Both the Village and District 158 have an obligation to perform its respective duties under this Agreement in good faith.

8.2 Severability

If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

8.3 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

8.4 Assignment

Neither party hereto may assign its respective rights or duties hereunder.

8.5 No Third Party Beneficiaries

No other person or party shall be or be deemed to be a third party beneficiary of this Agreement.

8.6 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

8.7 Merger Clause -Integration

This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No subsequent amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties in accordance with Section 8.0 herein.

8.8 Compliance with all Laws

The Village and District 158 shall at all times observe and comply with the laws, ordinances, regulations, and codes of Federal, State, County and other local governments and agencies, which may in any manner affect the performance of this Agreement.

8.9 Governing Law - Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Kane, Illinois.

8.10 Corporate Authority

Each party represents and warrants that the person whose name appears on the signature page

below has or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and except for amendment of this Agreement, the Village Manager shall have authority to execute and do all things and actions contemplated to be done by the Village under this Agreement.

8.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Board of Education of Huntley Community School District No. 158 and the Village of Algonquin have caused this Agreement to be executed on their behalf and attested by their duly authorized officers, all on the day(s) herein set forth.

HUNTLEY COMMUNITY SCHOOL DISTRICT NO. 158

By: _____

Its: _____

Date: _____

VILLAGE OF ALGONQUIN, ILLINOIS

By: _____

Its: _____

Date: _____