

## **AGREEMENT FOR RECYCLING SERVICES**

This Agreement for Recycling Services (the "Agreement"), made this 18th day of July 2018, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin corporation (the "Contractor"), with its principal place of business at 4612 West Lake Street, Melrose Park, Illinois 60062, collectively referred to as the "Parties" or individually as "Party."

### **WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: waste removal and recycling services (the "Work"), as indicated in the Project Manual for Waste Removal and Recycling Service, dated June 21, 2018, attached to and incorporated as part of this Agreement by reference (the "Project Manual").

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated July 6, 2018 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum 1 dated June 28, 2018 and Addendum 2 dated July 3, 2018, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

#### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on August 1, 2018 and expiring on July 31, 2021, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one (1) year periods as follows: a) commencing on August 1, 2019 and expiring on July 31, 2020 ("Second Term"); and b) commencing on August 1, 2020 and expiring on July 31, 2021 ("Third Term") (collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

#### **4. Performance of Work**

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

## **5. Contract Sum**

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A. Initial Term: Annual Total of Five Thousand Eight Hundred Fifty-one and 56/100 Dollars (\$5,851.56), payable in twelve (12) monthly installments. This Contract Sum may be adjusted based on the cost per yard or cubic yard in accordance with Contractor's Bid Form in the event the trash pick-up schedule increases or decreases in frequency from the estimated number of pick-ups specified in the Project Manual.

B. In the event this Agreement is renewed for two additional terms, the maximum percentage increase applied to all unit costs shall be as follows:

- i. Second Term: 3%
- ii. Third Term: 3%

## **6. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

## **7. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

## **8. Title**

Title to the waste materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

## **9. Safety of Persons and Property**

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- i. employees engaged in the Work and other persons who may be affected thereby; and
  - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

#### **10. Warranty**

Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the materials provided for the Work for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

#### **11. Correction of Deficiencies.**

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts,

Contractor shall pay the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

## **12. Termination**

A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section 12.B: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District

for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

### **13. Insurance**

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

### **14. Indemnification**

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

### **15. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

**16. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**17. No Liability**

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**18. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**19. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement.

Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**20. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**21. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**22. Subcontracts.**

Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

**23. Notices**

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addressees:

If to Park District:	Wheaton Park District
	102 E. Wesley Street
	Wheaton, IL 60187
	(Fax) 630-665-5880
	Email: mbenard@wheatonparks.org
	Attention: Executive Director

If to Contractor:                   Advanced Disposal Services Solid Waste Midwest, LLC  
4612 West Lake Street  
Melrose Park, IL 60062  
(Fax) 708-450-9160  
Email: RobertPropst@advanceddisposal.com  
Attention: Robert Propst

**24. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**25. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.


**26. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**WHEATON PARK DISTRICT**

By:

  
\_\_\_\_\_  
M. Benard, Executive      7/25/18

Attest:

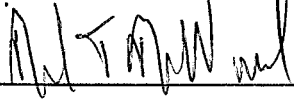
By:

  
\_\_\_\_\_  
Donald R. Siciliano



ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

By: DANIEL T DEWAARD

  
\_\_\_\_\_

Attest:

By:

\_\_\_\_\_

776972



# EXHIBIT

## A

### Attachment "A"- cont.

**TABLE 2- WHEATON PARK DISTRICT PICKUP SCHEDULE FOR TRASH**

(Must be submitted with Bid)

	Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From Table 1)	Annual Cost
Choose one NOT both	<b>**Option 1:</b> Community Center 1777 S. Blanchard	8 CY – Office	Summer* 7X Includes one Sunday Pickup. Regular 3X	216	\$ N/A	<b>**Option 1:</b> \$ N/A
	<b>**Option 2:</b> Community Center 1777 S. Blanchard	*10 CY – Office 8 CY – Office	Summer* 6X Regular 3X	201	\$ 502.97 251.49 \$19.36 per P/U	<b>**Option 2:</b> \$ 3,891.36
	Arrowhead Golf Club 26W151 Butterfield	8 CY – Grounds & Golf Course	3X – Mon, Wed, Friday	208	\$ 251.49 \$19.36 per P/U	\$ 4,026.88
	Arrowhead Golf Club 26W151 Butterfield	10 CY – Mixed Restaurant	4X – Mon, Wed, Friday & Saturday	208	\$ 419.14 \$24.20 per P/U	\$ 5,033.60
	Cosley Zoo 1356 N. Gary - pickup only between hours of 7am and 8:30 am only	6 CY – Mixed	6X	312	\$ 377.23 \$14.52 per P/U	\$ 4,530.24
	Cosley Zoo 1356 N. Gary - pickup only between hours of 7am and 8:30 am only	4CY – Mixed**	6X	312	\$ 251.49 \$9.68 per P/U	\$ 3,020.16
	Park Services 1000 Manchester	20 CY (Yard Waste) ***	1 – Day Notice (Est. Summer – Weekly; Regular – Monthly)	24	\$ 225.00 over 2 tons \$50.00 per ton	\$ 5,400.00
	Park Services 1000 Manchester	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X; Regular – 1X)	67	\$ 225.00 over 2 tons \$50.00 per ton	\$ 15,075.00
	Park Services 1000 Manchester	30 CY - Mixed	15X - Saturday's Only During Summer Months*	15	\$ 225.00 over 2 tons \$50.00 per ton	\$ 3,375.00
<b>Total Annual Cost</b>						<b>\$ 44,352.24</b>

\* Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

\*\*Please select Option 1: or Option 2: for your calculations but "NOT" both.

**\*\* Cosley Zoo:** If WPD chooses **Compost Option** (Table 4) then Cosley Zoo would reduce its size container for trash from 6CY to 4CY at 6X per week totaling 312 pickups.

**\*\*\* Park Services:** If WPD chooses **Compost Option** (Table 4) then Park Services would not require the yard waste pick up as this same 20 CY container would be then used for compost.

**WEIGHT CAPACITY OF TRASH DUMPSTERS AND COST PER TON FOR OVERAGE:**

<u>Trash Container Size</u>	<u>Weight Capacity</u>	<u>Cost per-ton for overage</u>
20 Yard	\$225.00 and \$50.00 over 2 tons	\$50.00
30 Yard	\$225.00 and \$50.00 over 2 tons	\$50.00
40 Yard	\$225.00 and \$50.00 over 2 tons	\$50.00

**Attachment "A"- cont.**

**TABLE 3- WHEATON PARK DISTRICT PICKUP SCHEDULE FOR RECYCLING CONTAINERS**

(Must be Submitted with Bid)

Recycling containers listed in Table 3 must be capable of commingled recycling at a minimum the following items, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

Locations	Container Size	Number of Pickups per Week	Number of Yearly Pickups (Weekly X 52)	Cost per Pickup (From Table 1)	Annual Cost
Community Center 1777 S. Blanchard	2 CY	Summer* 6X Regular 3X	201	\$125.74 \$62.87 \$4.84 per P/U	\$972.84
Arrowhead Golf Club 26W151 Butterfield	8 CY	3X – Mon, Wed & Friday	156	\$251.49 \$19.36 \$19.36 per P/U	\$3,020.16
Cosley Zoo 1356 N. Gary - pickup can be between hours of 7am and 8:30 am only	2 CY	April – Oct 5X Nov – Mar 1X	176	\$104.79 \$20.96 \$4.84 per P/U	\$851.84
Park Services 1000 Manchester	8 CY	1X	52	\$83.28 \$19.36 per P/U	\$1,006.72
<b>Total Annual Cost</b>					<b>\$5,851.56</b>

\* Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

**Attachment "A" - cont.**

**TABLE 4 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR COMPOST OPTIONS**

(Must be Submitted with Bid)

<b>Locations</b>	<b>Container Size - Type</b>	<b>Number of Pickups per Week</b>	<b>Number of Yearly Pickups</b>	<b>Cost per Pickup (From Table 1)</b>	<b>Annual Cost</b>
Arrowhead Golf Club 26W151 Butterfield	2 CY – Restaurant Compost	4 X – Mon, Wed, Fri, Sat.	208	N/A	N/A
Cosley Zoo 1356 N. Gary - pickup can be between hours of 7am and 8:30 am only	6 CY Compost	6X	312	N/A	N/A
Park Services 1000 Manchester	20 CY Compost	1 – Day Notice (Est. Summer – Weekly; Regular – Monthly)	24	N/A	N/A
<b>Total Annual Cost</b>					N/A

\* Summer defined as approximately Memorial Day to Labor Day (15 Weeks)

**Attachment "B"**  
(Must be Submitted with Bid)

**BID PROPOSAL FORM**

**TOTAL ONE (1) YEAR LUMP SUM BID PRICE BASED ON TABLES 2 & 3**

Total Annual Cost - Trash	\$44,352.24
Total Annual Cost - Recycling	\$5,851.56
Total Annual Cost - Composting	N/A

**TOTAL LUMP SUM BID FOR 1 YEAR**

Fifty thousand two hundred and three dollars and eighty cents

(Amount Written in Words)

\$ 50,203 Dollars and 80 Cents  
(in Figures)

\* The Bid Price divided by 12 months should be equal to the Total Monthly Rate that is billed to the Owner. This monthly rate will be adjusted if necessary according to the cost per yard or cubic yard quoted on Table 1 and below if there is an increase or decrease in pickup frequency.

If a determination is made in writing by the Owner or the successful Bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups, then the Total Monthly Rate quoted will be adjusted by the rates quoted in Table 1. It is recognized that a container with the same or similar dimensions may be labeled in yards by one Bidder and cubic yards by another.

Occasionally the Owner is in need of 20, 30, or 40-yard temporary roll off containers for approximately eight special events per year. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Roll off containers for special events are for event generated waste (general litter, food containers, beverage containers, etc.). Container will be at site no longer than five days. Please note that these events are typically attended by a large number of people who will have the opportunity to view the condition of your container and any name recognition that may be labeled on it.

**Attachment "B"- cont.**

**Cost per Container**

Container Size	Cost
20 Yard	\$225.00 and \$50.00 for every ton over 2 tons
30 Yard	\$225.00 and \$50.00 for every ton over 2 tons
40 Yard	\$225.00 and \$50.00 for every ton over 2 tons

**Maximum Annual Percentage Increases**

These percentages will be used as a maximum increase in the event that this contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

	Maximum Percentage Increase
Year 2	3%
Year 3	3%



Attachment "B" – cont.  
(Must be submitted with bid)

**BID PROPOSAL FORM**

Bidder hereby certifies that it has read, understand, and will fully and faithfully comply with these Bid Documents, its attachments and any referenced documents. Bidder also hereby certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Mark Nighbor  
Authorized Signature Advanced Disposal Services Solid Waste Midwest LLC  
Company's Legal Name

Mark Nighbor  
Printed Name 4612 West Lake St.  
Address

Vice President  
Title Melrose Park, IL. 60062  
City, State & Zip Code

708-409-9700  
Telephone Number 708-450-9160  
FAX Number

mark.nighbor@advanceddisposal.com  
Authorized Signature E-mail Address MelroseParkIL@AdvancedDisposal.com  
Company E-mail Address

Accounts Receivable Contact Name: Rob Propst

**Acknowledgement of Addendums**

Addendum No. 1 Dated: 6/28/18  
Addendum No. 2 Dated: 7/3/18  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

For questions regarding this offer: (If different from above)

Rob Propst  
Contact Name 224-830-5677 708-450-9160  
Phone Number Fax Number

robert.propst@advanceddisposal.com  
Email Address

FEDERAL TAXPAYER ID NUMBER: 76-0839612

Bidder hereby certifies it is a: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X

**Attachment "D"**  
(Must be Submitted With Bid)

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Advanced Disposal Services Solid Waste Midwest LLC

Permanent main office address: 90 Fort Wade Road Ponte Vedra, Florida 32081

When organized: 10/16/2006

If a corporation, where incorporated: Wisconsin; qualified to do business in Illinois on 12/7/2006

How many years you have been engaged in business: 14 years

General scope of work or products supplies: We are a full-service, vertically integrated waste management company, providing non-hazardous solid waste collection, recycling and landfill disposal solutions to commercial, industrial, municipal and residential customers throughout 16 states and the Bahamas.

Have you ever failed to complete any work awarded to you?  
No.

If so, where and why:  
\_\_\_\_\_

Have you ever defaulted on a contract?  
No.

Credit available: \$ See attached letter from Deutsche Bank

Give Bank reference: Christopher Blum, Managing Director Address: Deutsche Bank Securities, Inc.; 60 Wall Street, 2nd Floor; New York, NY 10005

Phone: 212-250-7902

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District? Yes, however, this information can be found in our 2017 Annual Report (attached).

**Attachment "D" – cont.**

Deutsche Bank AG New York Branch  
60 Wall Street  
New York, New York 10005

July 28, 2017

Advanced Disposal Services, Inc.  
90 Fort Wade Road, Suite 200  
Point Vedra, Florida 32081  
Attention: Matthew Nelson

Ladies and Gentlemen:

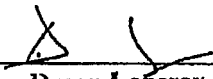
Deutsche Bank AG New York Branch ("DBNY") hereby confirms that it is Administrative Agent under the Credit Agreement dated as of October 9, 2012, as amended and restated as of November 10, 2016 (as further amended, supplemented or modified from time to time, the "Credit Agreement"; each capitalized term used but not defined herein has the meaning given it in the Credit Agreement), among Advanced Disposal Services, Inc. ("ADS"), DBNY, as Administrative Agent thereunder, and each Lender and other party identified therein. Aggregate Revolving Credit Commitments of the Lenders under the Credit Agreement on the date hereof are \$300,000,000. Aggregate unused Revolving Credit Commitments on the date hereof are \$214,114,101 and there are, on the date hereof, no overdue payments of interest or principal in respect thereof. Advances of unused Revolving Credit Commitments would be available, on a same day basis, to ADS in accordance with the terms and subject in all respects to the conditions set forth in the Credit Agreement, including Section 4.01 thereof, which sets forth applicable conditions precedent to borrowing.

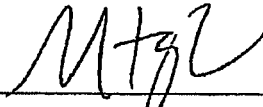
ADS has been an active client of Deutsche Bank and affiliates ("Deutsche Bank") since the inception of the relationship in October 2012. DBNY's current Revolving Credit Commitment under the Credit Agreement is \$51,468,077, which is available to ADS (x) on a pro rata basis with the Revolving Credit Commitments of each other Lender thereunder and (y) in accordance with the terms and subject in all respects to the conditions set forth in the Credit Agreement. Deutsche Bank, in 2012, acted as a Joint Bookrunner on ADS's \$1,800,000,000 Term Loan B and, as both a Joint Bookrunner and Initial Purchaser of ADS's \$550,000,000 Senior Notes. In 2016, Deutsche Bank acted as a Joint Bookrunner and Underwriter for ADS's initial public offering of common stock and as a Lead Arranger for ADS's \$1,500,000,000 term loan refinancing.

This letter is extended as a courtesy to you at your request and has no legal effect. Our statements herein do not constitute a guaranty or other credit support of any nature, nor do they constitute a commitment to provide any such support or financing of any kind, now or in the future. Availability of Revolving Credit Commitment advances is governed by Credit Agreement, and our statements herein in no way modify the terms and conditions thereof.

Very truly yours,

DEUTSCHE BANK AG NEW YORK BRANCH

By:   
Name: **Dusan Lazarov**  
Title: **Director**

By:   
Name: **Marcus Tarkington**  
Title: **Director**

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.

Dated at \_\_\_\_\_ this 27<sup>th</sup> day of JUNE, 2018

Advanced Disposal Services Solid Waste Midwest LLC

Name of Bidder

By Mark Nighbor Mark Nighbor

Title Vice President

State of Florida)

SS.

County of St. Johns)

Mark Nighbor being duly sworn deposes and says that he she

is Vice President of Advanced Disposal Services Solid Waste Midwest LLC

Title

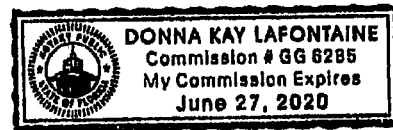
Name of organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 28<sup>th</sup> day of June, 2018

Donna Kay L. Fontaine  
Notary Public

My commission expires June 27, 2020



Attachment "D"  
(Must be Submitted with Bid)

## VENDOR IDENTIFICATION FORM

If the Bidder is a corporation:

Advanced Disposal Services Solid Waste Midwest, LLC  
Name of Corporation

Wisconsin but qualified to do business in Illinois  
on 12/7/2006 – File #02048132  
State in which Incorporated

Signature of Officer authorized  
to make this agreement:



Mark Nighbor

Signature of Officer/Printed Name

4612 West Lake Street; Melrose Park, IL. 60062  
Business Address

708-409-9700  
Telephone Number

If the Bidder is a partnership,  
fill in the following blanks:

Not applicable.  
Name of Partnership-List Names

Signature of at least one partner:

\_\_\_\_\_  
Member of Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

If the Bidder is an individual,  
fill in all the following blanks:

Not applicable.  
Signature of Individual/Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

Attachment "F"

**EXHIBIT****B****Attachment "F"**

(Must be submitted with bid)

**CONTRACTOR COMPLIANCE AND CERTIFICATIONS**

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Contract on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free



workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

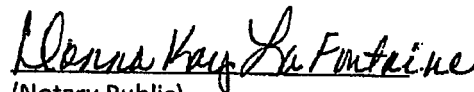
CONTRACTOR: Advanced Disposal Services Solid Waste Midwest LLC

By:  Mark Nighbor  
Its: Vice President

STATE OF FLORIDA )  
 )SS  
COUNTY OF ST. JOHNS )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that MARK NIGHBOR appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: June 28, 2018

  
(Notary Public)

(SEAL)





# EXHIBIT

## C

### Memorandum

To: All Bidders  
From: Don Cuddihee, Planning Assistant  
Date: June 28, 2018  
Re: Addendum Number One (1)  
2018 WPD Waste & Recycling Project

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Please add the following information to the 2018 WPD Waste & Recycling Project bid specifications and drawings.

1. CLARIFICATION: The legal notice in the newspaper states that the Bids will be received until 10:00 a.m. on **July 5, 2018. This is incorrect.** The correct date is **JULY 6** as stated in the rest of the bid documents and the time deadline remains the same at **10:00 a.m.**
2. CLARIFICATION: Contractor shall restrict pick up at the Cosley Zoo to the hours of **between 7:00 a.m. - 8:30 a.m.** Pickups will be made no earlier than 7am nor any later than 8:30 a.m.
3. CHANGE: From page 15 in Bid Document: Contractor shall follow the agreed upon Pickup Schedule (**Table 2, 3 and 4**) and will only increase or decrease the number of pickups if the Owner and Contractor agree to the change in writing.
4. CHANGE: Pick up at all locations must adhere to the local noise ordinance.
5. CHANGE: As a courtesy, we are providing the contract amounts for Waste and Recycling from the 2015 bid. See the two pages below.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM #1 RECEIVED:

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

7-3-18  
ADVANCED DISPOSAL

Memorandum

To: All Bidders  
From: Don Cuddihee, Planning Assistant  
Date: July 3, 2018  
Re: Addendum Number Two (2)  
2018 WPD Waste & Recycling Project

Please add the following information to the 2018 WPD Waste & Recycling Project bid specifications and drawings.

1. CHANGE: From page 16 in Bid Document: Correction - The Number of Yearly Pickups is **216** and not **215** as was indicted in the original bid document. See table below.

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From Table 1)	Annual Cost
<b>**Option 1:</b> Community Center 1777 S. Blanchard	8 CY – Office	Summer* 7X includes one Sunday Pickup. Regular 3X	216	\$	<b>**Option 1:</b> \$

Please use form **TABLE -2** on following page for your written or typed calculations. \*\*Please select **Option 1** or **Option 2** but not both.

2. CHANGE: From page 16 in Bid Document: If Contractor is unable to provide a **Summer Sunday Pickup Service**, then a **10 CY container** is acceptable for summer months with Number of Yearly Pickups being **201**. See table below.

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From Table 1)	Annual Cost
<b>**Option 2:</b> Community Center 1777 S. Blanchard	*10 CY – Office 8 CY – Office	Summer* 6X Regular 3X	201	\$	<b>**Option 2:</b> \$

Please use form **TABLE -2** on following page for your written or typed calculations. \*\*Please select **Option 1:** or **Option 2:** for your calculations but **"NOT"** both.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM #2 RECEIVED:

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: Advanced Disposal

*[Handwritten signature]*