

ROCHELLE WASTE DISPOSAL

513 S. Mulford Road • Rochelle, IL 61068

July 22, 2025

Re: RFP: Spoils Disposal Facility Bid

To Whom It May Concern:

Rochelle Waste Disposal is pleased to present a bid to the Water and Sewer Maintenance Division for disposal of non-CCDD stockpiled spoils from various excavations throughout the City of Aurora. We have been accepting this waste from the City for the past 1.5 years with a flawless track record to date. Accepting soil is an everyday part of our operation and will continue to be for the foreseeable future. Our team remains committed to providing our customers with safe conditions and excellent service. We look forward to hearing from you.

Sincerely,



Kiel Pennington (Jul 22, 2025 17:11 EDT)

**WRITTEN CONSENT OF
THE SOLE MEMBER AND SOLE MANAGER OF THE BOARD OF MANAGERS OF
ROCHELLE WASTE DISPOSAL, L.L.C.**

The undersigned, being the sole member and the sole manager of the Board of Managers of Rochelle Waste Disposal, L.L.C., an Illinois limited liability company (the "Company"), consent to the following actions and adopt the following resolutions:

BE IT RESOLVED that Kiel Pennington, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and 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 Spoils Disposal Facility Services for the City of Aurora, Illinois, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole member of the Company and sole manager of the Board of Managers of the Company, have duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: July 22, 2025

SOLE MEMBER:

WINNEBAGO RECLAMATION SERVICE INC., an
Illinois corporation

By: _____

Name: Ronald J. Mittelsaedt

Its: President and Chief Executive Officer

**SOLE MANAGER OF THE BOARD OF
MANAGERS:**

Ronald J. Mittelsaedt, Manager

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Project Approach:

Rochelle Waste Disposal ("Rochelle Landfill") understands that the City of Aurora produces at least 5,000 tons per year of non-special waste soils to be disposed of at a Subtitle D landfill. We are permitted to accept such materials and are capable of handling these volumes without an issue.

Upon arrival, the truck will be weighed and the driver instructed where to go to dump. After offloading, the truck will be scaled out and given a disposal ticket detailing the gross, tare and net weights as well as date and time of arrival and departure.

Disposal Facility and Requirements:

Rochelle Landfill is located roughly 40 miles west of the City of Aurora at 513 S Mulford Rd. in Rochelle, IL.

At any given time, the following contacts are available to assist:

Katie Balk
Account Manager
C: 815-209-6693

Pete Meyer
Landfill Manager
C: 815-979-8416

Rochelle Waste Disposal is a Subtitle D Landfill, and as such is permitted to accept non-hazardous waste such as MSW, C&D Debris, and Special Waste (non-hazardous Sludge, Soils, and industrial process waste). Rochelle Landfill will not accept hazardous waste, liquid waste, asbestos, or material containing elevated levels of PFAS.

As in the past, we will require quarterly testing of the soil stockpile with analysis of TCLP RCRA 8 Metals, VOCs, SVOCs, pH, paint filter and flash point. A signed profile and non-special waste form will be required before obtaining landfill approval (examples are attached).

Once the waste has been approved, it can be hauled into the landfill any time Monday-Friday between the hours of 7:00am and 3:30pm. Drivers are required to have a working CB radio, tow hooks and proper PPE (high visibility vest, hard hat and work boots). After offloading, the truck will be scaled out and given a detailed disposal ticket.

Rochelle Waste Disposal hereby certifies that it has not accepted "Hazardous Material" at the facility. Additionally, Rochelle Landfill has no documented release of hazardous materials or any potential for the release of hazardous materials.

Rochelle Waste Disposal has not received a "Notice of Violation" in the in the past 2 years.

Please see the following attachment for additional terms and conditions or exceptions in which Rochelle Waste Disposal wishes to incorporate into their proposal.

Signed: 
[Kiel Pennington \(Jul 22, 2025 17:11 EDT\)](#)

Rochelle Waste Disposal, LLC (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the **Request for Proposals 24-123 Spoils Disposal Facility Services** (“RFP”) issued by the **City of Aurora, Illinois** (the “City”). These items are intended to identify areas of concern and remain negotiable. 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.

EXCEPTIONS TO RFP

- Contractor takes exception to any default or termination provisions to the extent that Contractor is not first allowed a reasonable period of time to cure any performance defects following the City’s written notice to Contractor thereof. For example, the following language would address Contractor’s concern: “If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice.”
- Contractor takes exception to the proposed force majeure language in Section 17 of the RFP and requests that additional language be included to allow Contractor to terminate the Agreement without penalty if a force majeure event persists for more than a specified number of days.
- Contractor takes general exception to any provision that requires the Contractor to indemnify the City, including from patent infringement claims. Contractor agrees to indemnify the City only to the extent a third-party claim arises from Contractor’s negligence or willful misconduct.
- Contractor takes exception to the guarantees and warranties provisions in Section 35 of the RFP because they are not applicable to the services provided hereunder.
- Contractor takes exception to any provision that allows the City to cancel the contract for convenience.
- Contractor takes exception to any requirements that Contractor warrant that its work is completed “professionally” because such warranty does not apply to Contractor’s industry or services.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 - a. Contractor shall accept and dispose of at its disposal facility (“Facility”) only the special waste materials described in any Special Waste Profile(s) approved by Contractor in writing (“Acceptable Waste”), which are otherwise in accordance with all laws, rules, regulations, ordinances, and permits. The City warrants that all Special Waste delivered to Contractor’s Facility will be Acceptable Waste and not Unacceptable Waste, as described below.
 - b. Notwithstanding anything herein to the contrary: (a) the Contractor shall have no obligation to accept any material which is or contains, or which the 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 (“Unacceptable Waste”); (b) if the Contractor finds what reasonably appears to be discarded Unacceptable Waste, the Contractor shall promptly notify City; and (c) title to and liability for any Unacceptable Waste shall remain with the producer of the Unacceptable Waste, even if the Contractor





inadvertently accepts such Unacceptable Waste at the Facility. "Unacceptable Waste" shall also include any waste materials that do not conform with the approved Special Waste Profile.

- c. Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its Facility including if Contractor believes City has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such waste load is unacceptable. Contractor shall have the right to inspect all vehicles and containers of waste haulers, including City's vehicles, in order to determine whether the waste is Unacceptable Waste pursuant to this Contract and all applicable federal, state and local laws, rules and regulations. Contractor's exercise, or failure to exercise, its rights hereunder shall not operate to relieve City of its responsibilities or liability under this Contract. Contractor, may also, in its sole discretion, require City to promptly remove the Unacceptable Waste.
- d. This Contractor provides City with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Contractor. Except in an emergency, City's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, City's personnel shall promptly leave the Facility. Under no circumstances shall City's or its personnel engage in any scavenging of waste or other materials at the Facility. Contractor reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by Contractor, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. City agrees to conform to such rules and regulations as they may be established and amended from time to time. Contractor may refuse to accept waste from and shall deny an entrance license to, any of City's personnel whom Contractor believes is under the influence of alcohol or other chemical substances. City shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the Facility.
- e. Notwithstanding anything herein to the contrary, Contractor may pass through and City 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 the Contractor (other than income or real property taxes).
- f. City shall be responsible for damages to property, clean up and disposal costs resulting from any spillage of any materials delivered by City pursuant to this Contract and which spillage results from City's negligence or willful misconduct.
- g. City shall maintain, at its sole cost and expense, the following insurance coverages: (a) Commercial General Liability insurance with bodily injury and property damage limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and completed operations aggregate; (b) Automobile Liability insurance with limits of not less than \$2,000,000 combined single limit; and (c) Workers Compensation coverage with statutory limits and Employers Liability limits of not less than \$500,000 each accident. City may supply the required limits required above through any combination of






primary, excess, umbrella, deductibles or self-insurance. Insurance certificates evidencing the above requirements shall be furnished by City upon request.

- h. Any failure by either party to enforce the provisions of the resulting 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.

Winnebago Landfill Safety Rules

- 1) **Slow Down**.... Follow Speed Limits & Stop at all **STOP** signs!!
 - 2) All loads must be tarped until you reach the working face
 - 3) All Trucks must have tow hooks. No hooks, No tow.
 - 4) **Wear PPE**.... ANSI Class II Safety Vest, Boots, & Hard Hat
 - 5) CB Radio Required.... **Make sure you have the correct CB channel!**
 - 6) Follow **All** Instructions provided by Landfill Staff!
 - No Talking on Cells *THIS INCLUDES HEADSETS*
 - No Smoking 
 - 7) Heavy Equipment has the Right-of-Way **Give Yellow Iron Space to Operate!**
 - 8) Stay within **Arm's Length** of your Truck at all times!!
 - Tipper Drivers must remain in the cab when being tipped!
 - 9) Provide Space between you & other customers
 - Minimum of **10'** away from **Standard Trucks** 
 - Minimum of **25'** away from **Rolloff & Dump trucks** 
 - Minimum of **50'** away from **Tipper Trailers** 
- \$100 Fee for Driver Safety Violations!!**

Reglas de Seguridad para los Clientes

- 1) **Disminuir la velocidad**....obedecer los limites de velocidad y detenerse en los **STOP** en todo momento!!
- 2) Todas las Cargas Necesitan Lona.
- 3) Todas los Camiones necesitan ganchos de remolque.
- 4) **Usar Equipo de Proteccion Personal (PPE)**....Chaleco de seguridad (ANSI Clase 2), botas, y casco de seguridad
- 5) Radio CB tiene que estar prendido y trabajando en todo momento....
 - Solo usarlo para recibir instrucciones o para pedir direcciones!
 - No usarlo para hablar o para bromear.
- 6) Seguir las instrucciones de los trabajadores del basurero en **TODO** momento!
 - Prohibido el uso de los celulares 
 - Prohibido fumar 
- 7) Darle preferencia en todo momento al Equipo Pesado. **Dejarle espacio suficiente en todo momento al Equipo Pesado para que pueda trabajar!**
- 8) Mantener la distancia de el largo de su brazo en todo momento cuando este fuera de su vehiculo!!
 - Si no puede tocar su vehiculo con su mano esta muy retirado!
 - Los choferes de los "TIPPERS" tienen que mantenerse en la cabina de su vehiculo en todo momento cuando se estan descargando!
- 9) Mantener espacio suficiente entre su vehiculo y el vehiculo que esta a su lado.....**no estacionarse muy cerca del otro vehiculo!!**
 - Espacio minimo entre su vehiculo y una **troca de basura normal** – **10 pies** 
 - Espacio minimo entre su vehiculo y una **troca tipo "Roll Off"** o una **troca tipo dompe** – **25 pies** 
 - Espacio minimo entre su **vehiculo y un dompe tipo piston** – **50 pies** 
 - **Se impondra una multa de \$100 dolares para los choferes que violen estas reglas**







Final bid packet

Final Audit Report

2025-07-22

Created:	2025-07-22
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