

# Rochelle Landfill

# QUOTE

6513 S Mulford Rd  
Rochelle, IL 61068  
Website: winnebago-landfill.com  
Ph: 815-209-6693  
Prepared by: Katie Balk

DATE 8/1/23  
QUOTE VALID UNTIL \_\_\_\_\_

DATES MATERIAL EXPECTED AT LANDFILL  
START DATE \_\_\_\_\_  
END DATE \_\_\_\_\_

### CUSTOMER

City of Aurora/Water  
44 E Downer Place  
Aurora, IL 60507  
Contact: L. Eric Schoeny

DESCRIPTION	ANTICIPATED VOLUME (TONS/YDS/LOADS)	UNIT PRICE	Pricing valid through
Contaminated Soil	5000 tons	\$17/ton	12.31.2023
Contaminated Soil	5000 tons	\$18/ton	12.31.2024

### TERMS AND CONDITIONS

- 1 New Customers will be required to complete a credit application prior to Winnebago Landfill accepting waste.
- 2 Special and Non-Special Wastes must have a completed and approved waste profile on-file with Winnebago Landfill prior to waste being accepted.

Customer Acceptance (sign below):

X \_\_\_\_\_

Print Name: \_\_\_\_\_

If you have any questions about this price quote, please contact:  
Katie Balk, Phone - (815) 209-6693 or E-mail [katherineb@wasteconnections.com](mailto:katherineb@wasteconnections.com)

①

Rochelle Waste Disposal, L.L.C. ("Contractor") offers the following items to be incorporated into the resulting contract and as exceptions to the Request for Proposals 23-69 (the "RFP") issued by the City of Aurora, Illinois (the "City") for Spoils Disposal Facility Services for the Water and Sewer Maintenance Division. 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 the exceptions is some explanation to provide the City 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 both Section 16 and Section 17 of the RFP and requests that the termination for default/cancellation language therein be (a) made mutual in that both parties may terminate for default and (b) each party receive written notice of the alleged default as well as a reasonable opportunity to cure before any termination becomes effective.

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

a. "Contractor is required by the terms of this Contract to accept at its landfill facility (the "Facility") "Solid Waste" as defined by applicable state law, and as further defined in any site specific operating permits for the Facility (hereinafter referred to as "Acceptable Waste") delivered by City, and which is acceptable to Contractor as herein provided. 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."

*The Contractor needs reasonable language inserted into the final agreement related to liability for "Unacceptable Waste".*

b. "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."

*Contractor requires a reasonable right to inspect the waste delivered by City pursuant to the Contract to determine whether such waste is or contains Unacceptable Waste.*


c. "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,

*Contractor should have the right to require those entering its Facility to carry reasonable insurance.*

- 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."
- j. In addition, Contractor reserves the right to negotiate a final form of agreement with City containing standard provisions.



# Customer Safety Rules

- 1) **Slow Down**....Follow Speed Limits & Stop at all  signs!!
- 2) **All loads** need tarped until you reach the working face to dump.
- 3) **All Trucks** need to have tow hooks. We cannot hook to pull you out on any other part.
- 4) **Wear PPE**....ANSI Class II Safety Vest & Boots Mandatory!

If you don't have a vest WE DO!! Ask the Scale Attendant.

- 5) **CB Radio Required** to be on and working at all times....
  - No Chatter...No Chit Chat...Only respond to instructions or ask for directions!
- 6) Follow **All** Instructions provided by Landfill Staff!
  - No Talking on Cells 
  - No Smoking 



- 7) Heavy Equipment has the Right-of-Way **Give Yellow Iron Space to Operate!**
- 8) Stay within **Arms Length** of you Truck at all times!!
  - If you can't touch your truck your have gone too far from it!
  - Tipper Drivers need to stay in the cab when being tipped!

- 9) Provide Space between you & other customers....**Don't get Crushed!!**

- Minimum of **10'** away from **Standard Trucks** 
- Minimum of **25'** away from **Rolloff & Dump trucks** 
- Minimum of **50'** away from **Dump Trailers** 

**\$100 Fee** for **Driver Safety Violations!!**



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5450 Wansford Way • Suite 201 • Rockford, IL 61109 • 815-963-7511

August 1, 2023

RE: Analytical Requirements

8 RCRA Metals TCLP  
SVOC and VOC RCRA TCLP  
Reactive Sulfide and Cyanide  
Total Phenols  
PH  
Flash Point  
Paint Filter

Profile and Non-Special Waste Form needed.

# NON-SPECIAL WASTE CERTIFICATION TEMPLATE

Describe or identify the waste: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| Is the waste a hazardous waste? <sup>1</sup> -----                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the waste a liquid waste? <sup>2</sup> -----                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the waste contain regulated asbestos? <sup>3</sup> -----                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the waste contain polychlorinated biphenyls (PCBs)? <sup>4</sup> -----           | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the waste generated by shredding recyclable metals? <sup>5</sup> -----             | <input type="checkbox"/> | <input type="checkbox"/> |
| Is the waste a hazardous waste that has been treated to render it nonhazardous? ----- | <input type="checkbox"/> | <input type="checkbox"/> |

*If you answered yes to any of the above questions the waste cannot be certified nonspecial.*

I certify that \_\_\_\_\_ is not a special waste. This document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly collect and evaluate the information gathered. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted herein is true, accurate and complete. I have used knowledge of the processes generating the waste and the attached supporting documentation to determine that the waste in question is not a special waste. I am aware that there are significant penalties for knowingly and falsely certifying that a waste is not a special waste, including the possibility of fine and imprisonment.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(owner/operator/duly authorized agent)

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**Attach all required information used to make this certification** (i.e., determination the waste is neither hazardous nor liquid; description of the process generating the waste; relevant MSDSs; analytical test results (signed and dated by person who completed the analysis), or reason why testing was not necessary.

<sup>1</sup> You may use generator knowledge or analytical testing to make this determination. The determination must be made in accordance with the requirements of 35 Illinois Administrative Code 722.111. Testing must be in accordance with methods set forth in 35 Illinois Administrative Code 721, Subpart C.

<sup>2</sup> Liquid wastes may be determined by using paint-filter test SW-846 Method 9095.

<sup>3</sup> As defined in 40 Code of Federal Regulations, Section 61.141.

<sup>4</sup> As regulated in accordance with 40 Code of Federal Regulations, Part 761.

<sup>5</sup> Waste materials generated by processing recyclable metals by shredding (e.g., auto fluff) must be managed under Section 22.29 of the [Illinois] Environmental Protection Act.

## Waste Profile Name:

### Status

Status:

### Generator Company

Company:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Generator Site

Site:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Waste Origin

Address:

City:

State/Province:

Postal code:

### Landfill

Landfill:

Address:

City:

State/Province:

Postal code:

Phone:

### Billing Company

Company:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Billing Site

Site:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Broker/Consultant Company

Company:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Broker/Consultant Site

Site:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Transporter Company

Company:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Transporter Site

Site:

Address:

City:

Postal code:

Phone:

State/Province:

County:

### Non Hazardous Determination

EPA Hazardous Waste:

Process Knowledge:

Process Knowledge Details:

Safety Data Sheet:

Certified Analytical:

Is this a representative sample in accordance with 40 CFR 261?

What type of sample is this?:

Sample ID?:

Exempt Waste:

Exempt Waste Item:

Reference to Exemption:

NonHazardous Waste:

NonHazardous Waste Type:

State hazardous material:

Waste Delisted:

Contain PCB:

Is this waste subject to 40 CFR 761?

Is this a remediation project under 40 CFR 761.61(a)?

Has this waste been imported into the USA?

Contain Asbestos:

Asbestos Type:

Produced from benzene transfer or benzene waste operations:

Are you a TSDF:

Does this waste contain Benzene?

What is the flow weighted average concentration? (PPMW)

Facilities total annual benzene quantity:

Is this waste generated from a remediation project?

Benzene concentration in PPMW.

Does the waste contain more than 10% moisture?

Has the material been treated to remove 99% of benzene or to achieve less than 10 PPMW?

Is the waste exempt under 40 CFR 61.342?

Provide Exemption



Is the waste subject to the requirements of 40 CFR 61 Subpart FF?

Waste contain NORM or TENORM radioactive material:

Isotopes:

Waste contain regulated, untreated or infectious medical waste:

Waste subject to RCRA Organic Air Emissions Standards:

Waste from a CERCLA site:

Please submit the Record of Decision:

Waste produced from a site remediation project:

Does the waste contain less than 500 PPMW VOHAPS?

DOT Hazardous:

## Waste Description

Waste Description:

Waste Type:

Industrial waste:

How was waste generated:

Why is this material being disposed?

Waste been contaminated:

Contamination Description:

Waste Constituent:

Color:

Physical State:

pH:

Odor:

Material Reactive:

Flash Point:

## Shipping Description

Event Frequency:

Anticipated Number of Loads:

Estimated Annual Quantity:

Unit of Measure:

Shipping Frequency:

Quantity Per Shipment:

Container Type:

Container Size:

## Signature

I hereby certify that all information contained herein is true and correct, and the material described is properly identified, classified, packaged, labeled, and prepared as indicated. I certify that this waste is either (i) not hazardous or dangerous as defined by the U.S. EPA, or the state or province of origin; or (ii) hazardous, special or industrial waste (including friable asbestos) that meets the classification of Class II waste. I certify that this waste does not contain any regulated radioactive materials and does not contain PCB's regulated by TSCA or any other regulatory authority. I certify that all known and suspected hazards have been disclosed. I certify that all samples used for this analysis are representative of the materials described herein. I understand that all wastes may undergo inspection upon arrival at the designated facility and may be refused if the delivered material does not conform to the description herein. Notification will be provided immediately if there is a change in the composition of, or process generating this waste stream, prior to offering the waste for shipment or management.

Print Name:

Certification Signature:

Title:

Company Name:

Date:

**ROCHELLE LANDFILL FACILITY PERMIT LIST 2023**

IL EPA Bureau of Land - Facility Operating Permit - 1994-547-LFM

IL EPA Bureau of Air - Title V CAAP - 141015AAB

IL EPA Bureau of Water - NPDES Permit - IL0075451

IL EPA Bureau of Water – Sewer Discharge – 2020-EO-65006

Rochelle Municipal Utilities – Local Wastewater Discharge Permit – RMU 035



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/524-3301

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

7011 1150 0001 0857 7929

NOV 16 2022

City of Rochelle  
Attn: Mr. Tim Isley  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068

Rochelle Waste Disposal, L.L.C.  
Attn: Mr. Tom Hilbert  
5450 Wansford Way  
P.O. Box 201  
Rockford, Illinois 61109

Re : 1418030020 -- Ogle County  
Rochelle Municipal 2  
Permit No. 1994-547-LFM  
Modification No. 139  
Log Nos. 2022-227 and 2022-299  
Expiration Date: May 15, 2025  
Permit Landfill 811 File  
Permit Approval

Dear Mr. Isley and Mr. Hilbert:

Permit has been granted to the City of Rochelle as owner and Rochelle Waste Disposal, L.L.C. as operator approving the development and operation of an existing municipal and non-hazardous special waste landfill all in accordance with the application and plans submitted in application Log No. 1994-547. Final plans, specifications, application and supporting documents, as submitted and approved, shall constitute part of this permit and are identified in the records of the Illinois Environmental Protection Agency, Bureau of Land, Division of Land Pollution Control by the permit number and log number designated in the heading above.

Permit No. 1994-547-LFM issued on May 26, 1995 approved:

- a. The Significant Modification of the development and operation of this landfill so as to comply with the applicable requirements of 35 Ill. Adm. Code (IAC), Subtitle G, Parts 811 through 813, pursuant to 35 IAC 814.104, 814.401 and 814.402 for Unit I, and pursuant to 35 IAC 814.104, 814.301 and 814.302 for Unit II.

The landfill facility covered by Permit 1994-547-LFM has a footprint area of approximately 80.6 acres and will have a maximum final elevation of 876.00 feet above mean sea level. All waste placement in Unit II shall be above elevation 807.00 feet above mean sea level.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
595 S. State Street, Elgin, IL 60123 (847) 608-3131

2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

## CLEAN AIR ACT PERMIT PROGRAM (CAAPP) PERMIT

Type of Application: Renewal

Purpose of Application: Renew Existing CAAPP Permit for 5 Years

ID No.: 141015AAB

Permit No.: 99070086

Statement of Basis No.: 99070086-1510

Date Application Received: March 2, 2020

Date Issued: November 23, 2020

Permit Effective Date<sup>1</sup>: December 2, 2020

Expiration Date: December 2, 2025

Renewal Submittal Date: 9 Months Prior to December 2, 2025

Source Name: Rochelle Municipal Landfill #2

Address: 6513 Mulford Road

City: Creston

County: Ogle

ZIP Code: 60113

This permit is hereby granted to the above-designated source authorizing operation in accordance with this CAAPP permit, pursuant to the above referenced application. This source is subject to the conditions contained herein. For further information on the source see Section 1 and for further discussion on the effectiveness of this permit see Condition 2.3(g).

If you have any questions concerning this permit, please contact Ali Yasin at 217/785-1705.

*William D. Marr*

William D. Marr  
Manager, Permit Section  
Bureau of Air

WDM:MTR:ARY:tan

cc: IEPA, Permit Section  
IEPA, FOS, Region 2

1. This Renewal permit is being issued prior to the expiration date of the existing CAAPP permit currently in effect for the source. Terms and conditions of each CAAPP permit remain in effect for the full five-year term of the permit. For this reason, the renewed permit will become effective on the first day following the expiration date of the existing permit, as denoted above, unless this permitting action is appealed and subsequently stayed by the Pollution Control Board.

NPDES Permit No. IL0075451

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Reissued (NPDES) Permit

Expiration Date: December 31, 2025

Issue Date: December 30, 2020  
Effective Date: January 01, 2021

Name and Address of Permittee:

Rochelle Waste Disposal, LLC  
5450 Wansford Way, Suite 201  
Rockford, Illinois 61109

Facility Name and Address:

Rochelle Waste Disposal, LLC  
Rochelle Municipal Landfill No. 2  
513 Mulford Road  
Rochelle, Illinois 61068  
(Ogle County)

Discharge Number and Name:

001 Storm Water Runoff  
002 Storm Water Runoff  
003 Storm Water Runoff

Receiving Waters:

Unnamed Tributary to Kyte River  
Unnamed Tributary to Kyte River  
Unnamed Tributary to Kyte River

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of Ill. Adm. Code, Subtitle C and/or Subtitle D, Chapter 1, and the Clean Water Act (CWA), the above-named permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the standard conditions and attachments herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.



Darin E. LeCrone, P.E.  
Manager, Industrial Unit, Permit Section  
Division of Water Pollution Control

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2020-65006

PERMIT NO.: 2020-EO-65006

BUREAU ID: W1410500036

FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS

DATE ISSUED: February 4, 2020

PREPARED BY: Andrews Engineering

SUBJECT: ROCHELLE WASTE DISPOSAL, LLC - Discharge of Leachate Through Forcemain - Tributary to the Rochelle Municipal Wastewater Treatment Plant

PERMITTEE TO OPERATE

Rochelle Waste Disposal LLC  
5450 Wansford Way Suite 201B  
Rockford, Illinois 61109

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows:

Discharge an average flow rate of 86,500 gpd (BOD<sub>5</sub> P.E.= 1,018) and the maximum flow rate of 173,000 gpd of leachate to Rochelle Municipal Wastewater Treatment Plant via pumping to the Creston forcemain.

This operating permit expires on December 31, 2024.

This operating permit renews and replaces permit number 2015-EO-59796 which was previously issued for the herein permitted facilities.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: The issuance of this permit does not relieve the permittee of the responsibility of complying with any limitations and provisions imposed by City of Rochelle.

SPECIAL CONDITION 2: The issuance of this permit does not relieve the permittee of the responsibility of complying with 35 Ill. Adm. Code, Part 307 and/or the General Pretreatment Regulations (40 CFR 403) and any guidelines developed pursuant to Section 301, 306, or 307 of the Federal Clean Water Act of 1977.

SPECIAL CONDITION 3: The permittee shall take representative samples of the leachate being discharged to the Rochelle POTW on a semi-annual basis during the months of April, and October. Said samples shall be analyzed for the following pollutant parameters:

Page 1 of 2

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

DEL:KPM:2020-65006.docx

cc: EPA-Des Plaines FOS  
Andrews Engineering  
City of Rochelle  
Records - Industrial

DIVISION OF WATER POLLUTION CONTROL



Darin E. LeCrone, P.E.  
Manager, Industrial Unit, Permit Section



Permit Number	035
Date Issued	04/06/2023
Effective Date	04/15/2023, 12:00 a.m.
Expiration Date	04/14/2026 11:59 p.m.

**WASTEWATER DISCHARGE PERMIT**

**SIGNIFICANT INDUSTRIAL USER**

Industry Name:	Rochelle Waste Disposal
Facility Address:	6513 S. Mulford Road Rochelle, IL 61068
Mailing Address:	5450 Wansford Way, Suite 201 Rockford, IL 61109
Facility Phone:	815-970-0988
Category:	<b>Significant Industrial User (SIU)</b> <b>[40 CFR § 403.3 v.]</b>
Authorized Representative:	Thomas Hilbert
Title:	Region Engineer
Email:	Thomas.hilbert@wasteconnections.com
Telephone Number:	(Office): 815-963-7516 (Cell): 815-970-0988
Duly Authorized Representative:	Colleen Grey
Title:	Senior Environmental Scientist
Email:	cgrey@andrews-eng.com
Telephone Number:	217-787-2334
Duly Authorized Representative:	Christine Mazrim
Title:	Environmental Scientist
Email:	N/A
Telephone Number:	217-787-2334

# ROCHELLE WASTE DISPOSAL

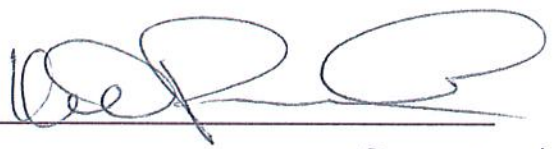
5450 Wansford Way • Suite 201 • Rockford, IL 61109 • 815-963-7511

August 1, 2023

RE: Aurora Water RFP

This following is in response to certain requirements in the bid request for proposal to provide disposal of Aurora soils and C&D material.

- The Rochelle Municipal Landfill #2 is a Non-Hazardous Subtitle D Landfill. As such the landfill facility only accepts non-hazardous municipal solid waste and special waste as defined in the Illinois Environmental Protection Act. Acceptable materials includes all non-hazardous waste such as MSW, C & D Debris, Special Waste (non-hazardous Sludge, Soils, and industrial process waste). The Rochelle Landfill facility will not accept hazardous waste, liquid waste, asbestos, or material containing elevated levels of PFAS.
- The Rochelle Landfill Facility hereby certifies that it has not accepted "Hazardous Material" at the facility. Additionally, the Rochelle Landfill Facility has no documented release of hazardous materials or any potential for a release of hazardous materials.
- The Rochelle Landfill Facility has not received a "Notice of Violation" in the in the past 2 years.

Signature: 

Title: Division vice President



## CITY OF AURORA

### Appendix B

#### I. GENERAL INFORMATION, TERMS AND CONDITIONS

##### A. SELECTION PROCESS

- A.1 General Purpose: Procurement for landfill disposal of soil generated during water and sewer repairs as well as general construction activities for various projects within the City of Aurora
- A.2 Response to Request: The disposal facility shall submit a response to the RFP which will be evaluated by a panel of engineering and legal professionals. The highest ranking disposal facility may be further evaluated with meetings with City staff if deemed necessary as part of the selection process.
- A.3 Submission Requirements: One (1) copy of the RFP are requested. The following items should be included as part of the submittal:
- The price per ton for disposal of the material. These prices should include any taxes, fees, host fees, or surcharges by any local, state or federal agency.
  - A list of all rules, regulations and operating requirements for users of the disposal facility. This list should include the requirements for documentation including waste profile sheet and/or waste characterization.
  - Any additional analytical testing required by the disposal facility for material excavated in public rights of way in proximity to either residential or industrial/commercial soil.
  - An address for the physical location of the proposed disposal facility.
  - A copy of the current Illinois EPA permit(s) for the disposal site if applicable.
  - A detailed description of the disposal services being proposed to include all the general conditions stated in the General Specifications attached.
  - Identification of the principal parties and a brief description of their qualifications to fulfill the proposed contract.
  - A detailed list, including the current status of all Notice of Violation, Compliance inquire letters or other administrative enforcement actions issued by any environmental regulatory agency including but not limited to the Illinois Environmental Protection Agency during the last two years. This information will be used to evaluate the general quality of the disposal facility operation proposed.

- A summary of the special and hazardous waste that has been disposed of or which is currently approved for disposal in the proposed landfill during the life of the site. This information will be used by the City's legal and technical staff to evaluate the risk of being involved in the event that any regulatory agency requires a site cleanup.
- A written certification in a form acceptable to the City stating that there are no known or potential releases to the environment of hazardous waste constituents resulting from disposal at the proposed disposal facility.
- Be able to provide a certificate of insurance naming the City of Aurora as additional, non-contributory insured if selected as a disposal facility site for the City.

## B. TERMS AND CONDITIONS

- B.1 Reserved Rights: The City of Aurora reserves the right at any time and for any reason to cancel this disposal facility procurement process, to reject any or all RFP's or to accept an alternative RFP. The City and/or staff may seek clarification from any offer at any time and respond promptly if there is cause for rejection.
- B.2 Incurred Costs: The City of Aurora will not be liable in any way for any costs incurred by consultants in replying to this Request for Proposal.
- B.3 Criteria for Selection: The disposal facility selection shall be based upon an evaluation of the firm's RFP by a selection committee. The selection committee shall consist of a panel of engineering and legal professionals employed by and/or working on behalf of the City of Aurora.

The committee will evaluate the information submitted, including but not limited to: the unit cost for disposal, distance from the City of Aurora, analytical requirements, and other factors such as current compliance with the IEPA and other agencies.

- B.4 Confidentiality: All submissions submitted by the disposal facility shall be confidential and may not be discussed or shared.
- B.5 Freedom of Information Act (FOIA): The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

## C. SUBMITTAL CONTENT

- C.1.1 The Disposal Facility: Provide Main Contact Information
- C.1.2 Terms and Conditions: List any terms and conditions, which may apply to a contract and are not included in this request.
- C.1.3 Abbreviated Disposal Requirements: Provide a summary of all documentation and analytical information required for soil from the City of Aurora to be disposed of at the disposal facility.

2

Appendix D  
REFERENCES

(Please Type)  
Organization Winnebago Landfill  
Address 8630 Lindenwood Rd  
City, State, Zip Monroe Center, IL 61052  
Phone Number 815-874-4806  
Contact Person Bruce Knapp  
Date of Project On-going

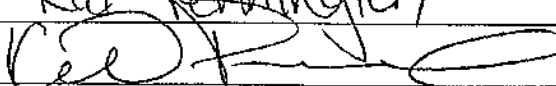
\*\*\*\*\*

Organization Northern IL Disposal  
Address 200 Standard Oil Rd  
City, State, Zip Rochelle, IL 61068  
Phone Number 800-930-7321  
Contact Person Mike O'Malley  
Date of Project On-going

\*\*\*\*\*

Organization N-Tank Excavating Group  
Address 1523 Windsor Rd  
City, State, Zip Loves Park, IL 61111  
Phone Number 815-978-0536  
Contact Person Kyle Markhardt  
Date of Project On-going

\*\*\*\*\*

Proposer's Name: Kiel Remington  
Signature & Date:  8/1/23

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CITY OF AURORA  
Appendix E

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 815 209 11093

To place an order:

Name: Katie Baik

Ph: 815 209 11093 Fax: \_\_\_\_\_

E-mail: katherineb@wasteconnections.com

Billing & Invoicing question:

Name: Sara Shelburne

Ph: 815 963 7550 Fax: \_\_\_\_\_

E-mail: sara.shelburne@wasteconnections.com

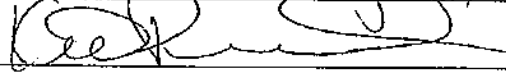
Questions:

Name: Katie Baik

Ph: 815 209 11093 Fax: \_\_\_\_\_

E-mail: katherineb@wasteconnections.com

Proposer's Name: Kiel Pennington

Signature & Date:  8/1/23

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CITY OF AURORA

Appendix F

BID PROPOSAL FORM

To: *City of Aurora*  
**Purchasing Division**  
**44 E Downer Place**  
**Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner. Submitted By: *Rochelle Waste Disposal LLC*

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Proposal documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the Proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.
  - A. The Vendor shall also include with their Proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.
  - B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Vendor to acknowledge addenda here.)

SUBMITTED BY

COMPANY *Rochelle Waste Disposal, LLC*

ADDRESS *16513 S Mulford Rd*

CITY, STATE, ZIP *Rochelle, IL 61068*

AUTHORIZED SIGNATURE *[Signature]* Title *Division Vice President*

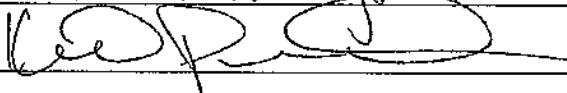
EMAIL *kpennington@groot.com*

PHONE # *(815) 790 3105* FAX # *( )* DATE *8.1.2013*

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

No additional charges over base Proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposal for ninety (90) days from the opening date set forth above. The City may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

Proposer's Name: Kiel Pennington  
Signature & Date:  8/1/23

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PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Rochelle Waste Disposal LLC

ADDRESS 10513 S Mulford Rd

CITY/STATE/ZIP CODE Rochelle, IL 61068

NAME OF CORPORATE/COMPANY OFFICIAL Kiel Pennington

PLEASE TYPE OR PRINT CLEARLY

TITLE Division Vice President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 8.1.2023

TELEPHONE (815 740 3205 ) \_\_\_\_\_

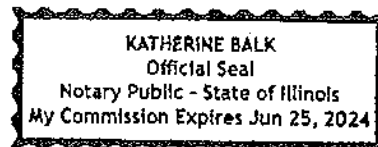
FAX No. ( ) \_\_\_\_\_

Subscribed and Sworn to

Before me this 1 day

of August, 2023

[Signature]  
Notary Public



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STATE OF ILLINOIS )  
 )  
County of Kane ) ss.

PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Proposer, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 1 day of AUGUST, 2023.

By [Signature]  
(Signature of Proposer's Executing Officer)  
Kiel Pennington  
(Print name of Proposer's Executing Officer)  
Piviston Vice President  
(Title)

ATTEST/WITNESS:

By Katherine Balk  
Title Account Manager

Subscribed and sworn to before me this 1 day of AUGUST, 2020.

[Signature]  
Notary Public





## PROPOSAL SUBMITTAL CHECKLIST

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: "23-68 Spoils Disposal Facility Services for the Water & Sewer Division." In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- 1 Detailed Technical Specifications (Appendix B)
- 2 References (Appendix D)
- 3 Contact Information (Appendix E)
- 4 Bid Proposal Form (Appendix F)
- 5 Proposer's Certification (Page 1)
- 6 Proposer's Tax Certification (Page 2)



**City of Aurora, Illinois**  
**Request for Proposals 23-68**  
**Spoils Disposal Facility Services**  
**For the Water and Sewer Maintenance Division**

**PROPOSALS DUE**

**Wednesday, August 2, 2023**  
**at 12:00 p.m.**

**City of Aurora**  
**Purchasing Division,**  
**1st Floor**  
**44 E Downer Place**  
**Aurora, Illinois**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL

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Contact Information .....	Appendix E
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**CITY OF AURORA  
REQUEST FOR PROPOSALS 23-68  
EXCAVATED SPOILS DISPOSAL SERVICES**

The City of Aurora is issuing this Request for Proposal (RFP) to interested Disposal Facilities for the yearly disposal of approximately 5,000 tons of soil combined with construction and demolition debris that cannot be considered uncontaminated either due to the material having a pH of less than 6.5 or greater than 9.0 or because the material exceeds one or more of maximum allowable concentrations of chemical constituents as defined in 35 IAC 1100 Subpart F. This material is generated by the City during various underground repairs and projects in public rights of way in proximity to both industrial/commercial and residential sites.

The RFP may be obtained online at <https://www.aurora-il.org/bids.aspx>.

Inquiries and/or questions pertaining to the provisions and specifications of this proposal package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 12:00 pm, Tuesday, July 25, 2023. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, July 27, 2023. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the July 25, 2023 12:00 pm cut-off date/time.** It is the proposer's responsibility to check the website before submitting their Proposal.

Scaled Proposals must be received by the City of Aurora Purchasing Division, 1<sup>st</sup> Floor, City of Aurora, 44 E. Downer Place, Aurora, IL 60507 no later than **Wednesday, August 2, 2023 at 12:00 pm CST**. RFP's received after the closing time and date will be returned unopened. No bid bond is required.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

**Any proposer who owes the City money may be disqualified at the City's discretion.**

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora reserves the right at any time and for any reason to cancel this RFP, to accept or reject any or all Proposals or portion thereof, or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA  
Jolene Coulter  
Director of Purchasing

**CITY OF AURORA, ILLINOIS  
INSTRUCTIONS TO PROPOSERS**

**1. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the Illinois Department of Labor's schedule of Prevailing Wage Rates for the county in which the work is performed.

**2. ACCEPTANCE OF PROPOSALS**

- a. Proposer must submit an original Proposal response, marked as "original" and one (1) PDF copy on a flash drive, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive
- b. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of Proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the Proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

**Envelopes containing Proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the Proposer and the Invitation Number must be shown in the upper left corner of the envelope.**

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any Proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date. Proposer agrees to 2 | Page accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the Proposal, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsive responsible Proposer.

In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

**3. RECEIPT OF PROPOSALS**

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Office of the Purchasing Division in person. Overnight courier is acceptable provided timely receipt of Proposal. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.

Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507.

- c. Any Proposal received by the Purchasing Division **after 12:00 p.m. on Wednesday, August 2, 2023** shall be rejected and returned unopened. **There will be no exceptions!**

**4. WITHDRAWAL OF PROPOSALS**

Proposers are cautioned to verify their Proposals before submission. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened. Proposers may not withdraw their 3 | Page Proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a Proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its Proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which Proposal proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

**5. PROPOSAL DEPOSIT**

**The requirement to submit a proposal deposit shall be waived for this purchase.**

**6. BOND AND INSURANCE**

The requirement of a labor and material payment and performance bond will be waived for purposes of this contract.

Public Liability Insurance and Workers Compensation Insurance must be provided; all of which shall be acceptable to the City of Aurora.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract. The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

**7. CITY'S AGENT**

The Director of Purchasing, or his/her delegate, shall represent and act for the City in all matters pertaining to the proposal and contract in conjunction thereto.

**8. INVESTIGATION**

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed themselves, because of their failure to have so informed himself prior to the submission. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning their performance record in their capacity to complete the Work in an efficient and timely manner.

**9. PROPOSER CAPABILITY**

The City reserves the right to require of the Proposer proof of their capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject their proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.

- Violation of any of City of Aurora's ordinances
- Be engaged in current litigation with the City of Aurora
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Any proposer who owes the city money may be disqualified at the City's discretion.

**11. AWARD OF PROPOSAL**

It is the intent of the City to award a contract to the most responsive responsible Proposer meeting specifications. The City reserves the right to determine the lowest responsive responsible Proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Proposal specifications; (b) price; (c) qualifications of the Proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Proposer modifies limits, restricts or subjects their proposal to conditions that would change the requirements of the Proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

**12. PRICES**

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal, or their authorized representative must initial any alteration in ink.)

**13. DISCOUNTS**

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

**14. TAXES**

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996- 0842-07.

**15. PAYMENTS**

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*)



Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

[PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)

or Mail to the following address:

**City of Aurora  
Attn: Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* Please contact our office to get set up.

**16. DEFAULT**

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

**17. CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods

**18. SIGNATURES**

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink. When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed.

The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

**19. SPECIAL CONDITIONS**

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Proposers, the conditions stated in Special Conditions and Specifications shall take precedence.

**20. PERMITS AND LICENSES**

The successful Proposer shall obtain all permits and licenses which may be required to complete the contract. Permit fees will be waived for City services.

**24. REFERENCES**

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

**27. COMPLIANCE WITH LAWS AND REGULATIONS**

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of nondiscrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by themselves or their employees.

**28. PATENTED DEVICES, MATERIALS, AND PROCESSES**

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Proposer is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Proposer in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

**31. SUBLETTING OR ASSIGNMENT OF WORK**

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, they shall not, under any circumstances, be relieved of their liabilities and obligations. All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or their duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

**32. MINORITY PARTICIPATION**

The City of Aurora encourages minority business firms to submit proposals and encourages the successful contract Proposer to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

**34. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.

**35. GUARANTEES AND WARRANTIES**

The Proposer shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.