



September 3, 2020

Director of Purchasing  
City of Aurora  
44 E Downer Place  
Aurora, Illinois

Per your request, the following is pricing for the City of Aurora RFP 20-45 Spoils Disposal Facility Services For the Water and Sewer Maintenance division.

***Company Information***

Waste Management, Inc. is the leading provider of comprehensive waste and environmental services in North America. The company is strongly committed to operating excellence and professionalism.

Waste Management tailors its services to meet the needs of each customer group to ensure consistent, superior service.

Waste Management is dedicated to environmental protection and helping to ensure that future generations are able to enjoy a clean, healthy and sustainable planet. Listed below is a quote for

**Disposal only of Non-hazardous soil into DeKalb landfill located in DeKalb, IL and Laraway landfill located in Joliet, IL.**

\$23.00 per ton for disposal only

4-ton minimum

Price fixed for the first 12-months of the contract

5% price escalators per annum

Thank you for allowing me to provide you with this proposal. If you have any questions please call me my mobile phone at 708-906-7717.

Matthew Hernandez  
Industrial Account Manager  
Manufacturing & Industrial  
[Mhernand@wm.com](mailto:Mhernand@wm.com)

**Waste Management of IL/MO Valley**  
700 Butterfield Road  
4th Floor  
Lombard, IL 60148  
Cell: 708 906-7717

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 Waste Management of Illinois, Inc.

ADDRESS 700 E. Butterfield Road

CITY/STATE/ZIP CODE Lombard, IL 60148

NAME OF CORPORATE/COMPANY OFFICIAL Carl Niemann  
PLEASE TYPE OR PRINT CLEARLY

TITLE Director

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 6/20/20

TELEPHONE (217) 824-3942

FAX No. (217) 267-7731

Subscribed and Sworn to  
Before me this 20<sup>th</sup> day  
of August, 2020

[Signature]  
Notary Public



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 28<sup>th</sup> day of August, 2020.

By [Signature]  
(Signature of Proposer's Executing Officer)  
Carl Niemann  
(Print name of Proposer's Executing Officer)  
Director  
(Title)

ATTEST/WITNESS:

By [Signature]  
Title Industrial Sales Mgr

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2020.

[Signature]  
Notary Public

(SEAL)



## PROPOSAL SUBMITTAL CHECKLIST

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: "20-45 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:

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

**Appendix D**  
**REFERENCES**

(Please Type)  
Organization Nicor Gas  
Address 1844 Ferry Road  
City, State, Zip Naperville, IL 60563  
Phone Number 630.388.2381  
Contact Person Keith Bodger  
Date of Project 2015 - 2020

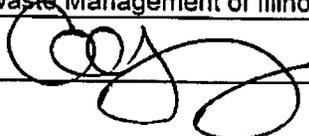
\*\*\*\*\*

Organization City of Aurora  
Address 44 E. Downers Place  
City, State, Zip Aurora, IL 60507  
Phone Number 630-256-3710  
Contact Person Michael Houston  
Date of Project 2018-2020

\*\*\*\*\*

Organization Central Lake County Joint Water Action  
Address 200 Rockland road  
City, State, Zip Lake Bluff, IL 60044  
Phone Number 847-295-7788  
Contact Person Bill Soucie  
Date of Project 2015-2020

\*\*\*\*\*

Proposer's Name: Waste Management of Illinois Inc.  
Signature & Date:  6/28/20

**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: 708-906-7717

To place an order:

Name: Matt Hernandez  
Ph: 708-906-7717 Fax: \_\_\_\_\_  
E-mail: Mhernand@wm.com

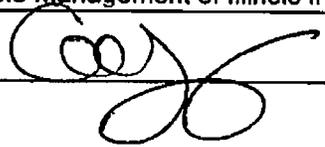
Billing & Invoicing question:

Name: Matt Hernandez  
Ph: 708-906-7717 Fax: \_\_\_\_\_  
E-mail: Mhernand@wm.com

Questions:

Name: Matt Hernandez  
Ph: 708-906-7717 Fax: \_\_\_\_\_  
E-mail: Mhernand@wm.com

Proposer's Name: Waste Management of Illinois Inc.

Signature & Date:  8/28/80

CITY OF AURORA

Appendix F

BID PROPOSAL FORM

To: *City of Aurora*  
Purchasing Divison  
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: Waste Management of Illinois Inc.

- 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:

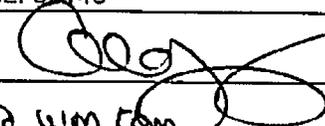
No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

SUBMITTED BY

COMPANY Waste Management of Illinois, Inc.

ADDRESS 700 E. Butterfield Road

CITY, STATE, ZIP Lombard, IL. 60148

AUTHORIZED SIGNATURE  Director

EMAIL Crieemann @ wm.com Title

PHONE # (817) 824-3944 FAX # (817) 267-7731 DATE 6/28/20

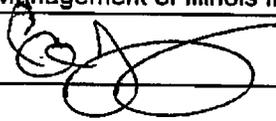
Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

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: Waste Management of Illinois Inc.

Signature & Date:

A handwritten signature in black ink, appearing to be 'G.A.', written over a horizontal line.

5/28/20

## **Laraway IEPA Permit**



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829  
BRUCE RAUNER, GOVERNOR

LISA BONNETT, DIRECTOR

217/524-3300

**CERTIFIED MAIL**

7013 2630 0001 4704 0169

7013 2630 0001 4704 0176

February 16, 2016

Waste Management  
Attn: Brian Roth, Vice President  
700 E. Butterfield Road  
Lombard, Illinois 60148

Waste Management  
Attn: Doug Hopkins, District Manager  
21233 West Laraway Road  
Joliet, Illinois 60436

Re: 1970450002 -- Will County  
Laraway Recycling and Disposal Facility  
ILD074411745  
Log No. B-141R-M-95 and 105  
Received: October 30, 2014 and November 2, 2015  
RCRA Permit File  
Permit Approval

Dear Mr. Roth and Mr. Hopkins:

This is in response to two submittals received by Illinois EPA regarding the RCRA permit associated with the above-referenced facility located at 21233 W. Laraway Road in Joliet, Illinois. Among other things, this permit allows for the construction and operation of a solid waste landfill at the facility. A description of each submittal being responded to is provided below along with Illinois EPA's comments and action taken regarding each submittal.

## Submittal No. 1

A document submitted by Lisa Grassl, Environmental Protection Manager, of Waste Management of Illinois, Inc. dated October 29, 2014 and received by the Illinois EPA on October 30, 2014. The subject document was submitted to meet the requirements of Condition II.J.18 of the facility's RCRA Post-Closure Permit (permit). This was submitted as Class 1\* permit modification request pursuant to 35 Ill. Adm. Code 703.280 and assigned Log No. B-141R-M-95.

This modification request has been reviewed by Illinois EPA, and it has been determined that it can be partially approved. See Attachment A – Illinois EPA Determinations for details on this partial approval. See Attachment B- Summary of Revisions to Permit for a summary of the revisions made to the permit as a result of this partial approval.

## Submittal No. 2

A document submitted by Ian Johnson, P.E., Environmental Engineer, of Waste Management of Illinois, Inc. dated November 2, 2015 and received by the Illinois EPA on November 4, 2015. The subject document consisted of a request to clarify leachate pumping procedures in the solid waste landfills at the site. It was submitted as Class 1\* permit modification request pursuant to 35 Ill. Adm. Code 703.280 and assigned Log No. B-141R-M-105.

Mr. Roth and Mr. Hopkins  
Page 2

The Illinois EPA has completed its review and has determined that the proposed language to be inserted into Condition III.1.2 of the permit can be approved. See Attachment B- Summary of Revisions to Permit for a summary of the revisions made to the permit as a result of this approval.

Attached is a revised Permit which has been updated to reflect the approved modifications discussed in this letter. This letter and the revised Permit should replace the Permit previously issued by the Illinois EPA on August 10, 2015 (Log No. B-141R-M-100 and 101).

Pursuant to 35 Ill. Adm. Code 703.281(a)(2), a notice of the modifications shall be sent to all persons on the facility mailing list, maintained by the Agency per 35 Ill. Adm. Code 705.163(a)(4), and the appropriate units of State and local government, as specified in 35 Ill. Adm. Code 705.163(a)(5). This notification must be made within ninety (90) calendar days of the date of this letter.

Work required by this letter, your submittal or the regulations may also be subject to other laws governing professional services, such as the Illinois Professional Land Surveyor Act of 1989, the Professional Engineering Practice Act of 1989, the Professional Geologist Licensing Act, and the Structural Engineering Licensing Act of 1989. This letter does not relieve anyone from compliance with these laws and the regulations adopted pursuant to these laws. All work that falls within the scope and definitions of these laws must be performed in compliance with them. The Illinois EPA may refer any discovered violation of these laws to the appropriate regulating authority.

If you have any questions regarding this Permit modification, please contact Mark L. Crites at 217/52403269. For questions regarding groundwater issues, please contact Dana Austin at 217/524-8964. If you have any questions regarding the Corrective Action portion of the Permit, please contact William T. Sinnott, II at 217/524-3310.

Sincerely,



Joyce Munie, P.E., Manager  
Permit Section  
Division of Land Pollution Control  
Bureau of Land

SFN:MLC:1970450002-RCRA-B14IRM95-B14IRM105-Approval.docx  
*m.c. - B.M. - D.M.A.*

Attachments: Attachment A – Illinois EPA Determinations  
Revised RCRA Post-Closure Permit

cc: USEPA Region V - Gary Victorine  
Ian Johnson - Waste Management  
Lisa Grassl - Waste Management  
Dean Olson – Will County  
David Hartke – Will County

associated inlet and outlet structures shall be inspected periodically during the active life of the Facility and on a quarterly basis for 5 years after final closure. After 5 years of closure, the frequency may be reduced to annual with IEPA approval. Debris will be removed from the inlet and outlet structures as necessary. If sediment buildup in a sedimentation basin is within 0.5 foot below the inlet of the outlet structure, accumulated sediment will be removed. Sediments removed from basins will be spread out and allowed to dry. These sediments will then be used as daily cover. If sediment buildup is disposed as waste material without drying, it must comply with 35 IAC 811.107(m).

Discharge from the sedimentation basin will be performed in accordance with applicable local, state, and federal regulations. Monitoring will also be conducted in accordance with NPDES permit requirements.

Erosion control will be maintained as described in the following. Perimeter areas beyond the limits of waste will be topsoiled and vegetated to minimize erosion following construction disturbance. Permanent and temporary drainage ditches will be constructed on sideslopes to collect surface water and control erosion during all stages of development. All stormwater management channels will be lined with the appropriate erosion control materials as soon as possible after construction. Intermediate cover will be placed on all exposed faces in which adjacent phases will be filled in the future. Following final covering of each phase, seeding and mulching will be performed. As vegetation develops on the cover, soil erosion will be minimized.

Inspections by site personnel will be performed to identify areas having surface water scouring or excessive erosion. Areas observed to have excessive erosion or scouring will be assessed to identify the cause of the erosion/scouring. Remedial measures such as regrading, reseeding, and/or placement of more effective erosional methods such as erosion blankets or riprap, will be implemented if necessary. Daily operational practices will include temporary placement of straw bales and/or silt fences as necessary to prevent excessive erosion in areas where construction activities are being performed. Upon completion of construction activities, these areas will be regraded and re-vegetated to reduce soil erosion and scouring.

Any surface water that comes into contact with waste will be directed to the leachate collection system. Surface water which does not come into contact with waste will be routed to surface water control facilities complying with 35 IAC 811.107(m).

## **12.25 LOAD CHECKING PROGRAM**

As mentioned previously, the Facility will accept construction and demolition debris (including asbestos), non-hazardous permitted special wastes, and non-hazardous permitted special waste that is managed as non-special waste pursuant to Section 22.48, Section 3.45(c)(2) or Section 22.29 of the Act. The following load checking program will be implemented to prohibit the disposal of municipal solid waste (except construction and demolition debris), regulated quantities of hazardous wastes, radioactive materials, potentially infectious medical wastes, polychlorinated biphenyls, non-containerized liquids or bulk liquid wastes, and wastes banned by the Act.

### **12.25.1 Vehicle Check-In Procedures**

As vehicles enter the Facility, they will be required to stop at the administrative/ticket office for weighing and check-in. Personnel will record the vehicle type, license and hauler name, weight of load, and in the case of an open top vehicle, observe what type of waste material is in the vehicle. As noted previously, a video camera surveillance system will keep a monthly video tape record of all traffic entering the Facility. Each driver will be given a ticket identifying the date, time, and weight of

the vehicle load. The driver of the vehicle will be questioned by the ticket clerk about any suspicious looking material. In the event the driver does not respond satisfactorily, or the presence of unauthorized waste is suspected, the driver and vehicle will be asked to leave the Facility. If a question arises as to waste acceptability, the Site Manager or his/her designee will be consulted.

#### **12.25.2 Inspection Procedures**

Once a vehicle has weighed and checked in, it will proceed either to the soil biotreatment area or the active disposal area. At the soil biotreatment area or active disposal area, the vehicle will be directed to the proper unloading area. As a vehicle unloads and the load is spread out for compaction or treatment, it will be inspected by equipment operators. Any questionable or suspicious material will be segregated and then placed back into the vehicle that brought the material. In the event the vehicle has left the Facility, surveillance and transaction records will be used to identify the vehicle that delivered the material.

#### **12.25.3 Random Load Inspections**

A minimum of three random loads of waste delivered to the Facility on a random day of each week will be performed. For any amount of tonnage received above an average of 1,000 tons per day, the number of inspections shall be increased based on the following basis: For each 500-ton per day average increase, the number of random weekly inspections shall be increased by 1. For example, if up to 1,000 tons per day average is accepted the previous week, the week shall have 3 inspections (3 inspections for the first 1,000 tons). If the weekly rate is 2,000 tons per day, the inspection rate is 3 (for the first 1,000 tons) plus 2 (for the 2 additional 500-ton increments) to equal 5 random inspections. Waste will be unloaded in a separate, designated location and then will be spread out prior to inspection. The location will be near the active area, but the contents will be discharged in such a way that commingling with other loads will be avoided. The load will be examined for any unacceptable wastes. If such wastes are suspected to be present, site personnel will contact the generator, hauling company, or other parties responsible for shipping the waste to determine the identity of the waste. In addition to the random load inspections, the waste material will be inspected on a full-time basis by equipment operators.

#### **12.25.4 Recording Inspection Results**

All information and observations obtained during the random load inspections will be recorded in writing and include the following:

1. Date and time of inspection.
2. Name of hauling firm.
3. Name of driver of the hauling vehicle.
4. Name or identifying vehicle number.
5. Hauling vehicle license plate number.
6. Source of the waste.
7. Observations and remarks of the inspector.
8. Signatures of both inspector and the hauling vehicle driver.

Random load inspections will be retained for a minimum of 3 years.

#### **12.25.5 Personnel Training**

Personnel involved in the identification of potential sources of regulated hazardous wastes or other unacceptable wastes will participate in training, including training that will emphasize familiarity with

typical containers used for regulated hazardous wastes and with labels required by the Hazardous Materials Transportation Act for regulated hazardous wastes and hazardous materials.

#### **12.25.6 Procedures for Handling Regulated Hazardous Wastes**

1. If any regulated hazardous wastes are identified by random load checking, or are otherwise discovered to be improperly disposed of, the Site Manager will promptly notify IEPA, the person responsible for shipping wastes to the Facility, and the generator of the wastes, if known. Waste loads identical to the waste identified through random load checking which have not yet been disposed of in the landfill will not be accepted. The area where the wastes were deposited will immediately be cordoned off. WMII will arrange for cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility.
2. The party responsible for transporting the waste to the Facility will be responsible for costs of such cleanup, transportation, and disposal.
3. Subsequent shipments by persons or sources found or suspected to be previously responsible for shipping regulated hazardous waste will be subject to special precautionary measures prior to the Facility accepting wastes. WMII will use precautionary measures such as questioning the driver concerning the waste contents prior to discharge and visual inspection during the discharge of the load at the active area or in a separate location away from the active area.

#### **12.26 SPECIAL WASTE**

Special wastes will be managed in accordance with applicable IEPA requirements. A prominent sign will be placed at the entrance to the Facility and will convey non-hazardous special waste disposal information required by IEPA regulations. Applicable requirements of special waste manifesting will be accompanied by a special waste profile identification sheet from the waste generator. The sheet will certify to and contain all the information required by IEPA. Subsequent shipments of special wastes from the same generator will be accepted and documented in accordance with IEPA requirements. The required records of the management of special wastes will be retained at the Facility until the end of the post-closure care period. Special waste management procedures are described in more detail in the following sections.

##### **12.26.1 Notice to Generators and Transporters**

In accordance with 35 IAC 811.402, a prominent sign at the entrance of the Facility will state that disposal of hazardous waste is prohibited and that non-hazardous special waste will be accepted only if accompanied by an identification record and a manifest, unless such waste is exempted from the manifest requirements of 35 IAC 811, Subpart D.

##### **12.26.2 Special Waste Manifests**

Each special waste accepted for disposal will be accompanied by a manifest containing the following information:

1. Name of generator of the special waste.
2. When and where the special waste was generated.
3. Name of special waste hauler.
4. Name of solid waste management facility to which it is shipped as a final destination point.
5. Date of delivery.

6. Waste name, waste stream permit number (if applicable), and quantity of special waste delivered to the hauler.
7. Signature of person who delivered the special waste to the special waste hauler, acknowledging such delivery.
8. Signature of special waste hauler, acknowledging receipt of the special wastes.
9. Signature of person who accepted the special waste at its final destination, acknowledging acceptance of the special waste.

### 12.26.3 Distribution of Manifests After Delivery

Special waste will be accepted only if accompanied by three copies of the manifest from the hauler. The hauler will retain one copy.

The Site Manager will also:

1. Send one copy of the completed transportation record to the person who delivered the special waste to the special waste hauler (usually the generator or another special waste management facility).
2. Send one copy of each signed manifest to IEPA.
3. Send information on rejected loads to IEPA in a quarterly report.

These copies will be retained for 3 years, and will be made available at reasonable times for inspection and photocopying by the IEPA pursuant to Section 4(d) of the Act.

### 12.26.4 Identification Record

Each special waste disposed of will be accompanied by a special waste profile identification sheet, from the waste generator, that certifies general information including, but not limited to, the following:

1. Generator's name and address.
2. Transporter's name and telephone number.
3. Name of waste.
4. Process generating the waste.
5. Physical characteristics of waste (e.g., color, odor, solid or liquid, flash point).
6. Chemical composition of the waste.
7. Metals content of the waste.
8. Does not demonstrate hazardous characteristics (including identification of wastes deemed hazardous by the USEPA or IEPA).
9. Does not demonstrate presence of polychlorinated biphenyls or 2,3,7,8-tetrachlorodibenzo-dioxin (2,3,7,8-TCDD).
10. Any other information such as the result of any test carried out in accordance with 35 IAC 811.202, that can be used to determine:
  - a. Whether the special waste is regulated as a hazardous waste, as defined at 35 IAC 721.
  - b. Whether the special waste is a type that is permitted for or has been classified in accordance with 35 IAC 809, for storage, treatment, or disposal at the Facility.
  - c. Whether the method of storage, treatment, or disposal, using the methods available at the Facility, is appropriate for the waste.

### 12.26.5 Special Waste Recertification

Each subsequent shipment of a special waste from the same generator must be accompanied by a transportation record, in accordance with 35 IAC 811.403(b), a copy of the original special waste profile identification sheet, and either:

1. A special waste recertification by the generator describing whether there have been changes in the following:
  - a. Laboratory analysis (copies to be attached).
  - b. Raw material in the waste-generating process.
  - c. The waste-generating process itself.
  - d. The physical or hazardous characteristics of the waste.
  - e. New information on the human health effects of exposure to the waste.
2. Certification indicating that any change in the physical or hazardous characteristics of the waste is not sufficient to require a new special waste profile.

### 12.26.6 Recordkeeping Requirements

In accordance with 35 IAC 811.405, the Site Manager will retain copies of any special waste profile identification sheets, special waste recertifications, certifications of representative sample, special waste laboratory analyses, special waste analyses plans, and other requirements (prohibitions, special waste management authorization and operating requirements) until the end of the post-closure care period.

### 12.27 NON-SPECIAL WASTE CERTIFICATIONS

Section 22.48 of the Act excludes certain nonliquid, nonhazardous industrial process wastes, and pollution control wastes from the definition of special waste, provided that generators certify that these wastes meet the following requirements:

1. The waste material is nonliquid (as determined by paint-filter test SW-846 Method 9095) and is nonhazardous.
2. The waste is not regulated asbestos-containing material as defined in 40 CFR 61.141.
3. The waste does not contain polychlorinated biphenyls regulated in accordance with 40 CFR 761.
4. The waste is not formerly a hazardous waste rendered nonhazardous.
5. The waste is not a result of shredding recyclable material (e.g., auto fluff).

Additionally, each certification provided by a generator must include:

1. A statement explaining how the generator determined the waste is neither hazardous nor liquid.
2. A description of the process that generates the waste.
3. Any relevant material data safety sheets.
4. Results from analytical testing (signed and dated by the person who completed the analysis) or an explanation why testing was not needed.

Certifications must be signed and retained by the generator for 3 years following termination of the process that generated the waste. Certifications must be provided when requested by the IEPA, the waste hauler, or the waste disposal facility. Certification allows qualifying nonliquid, nonhazardous

industrial process waste, and pollution control wastes to be transported as nonspecial waste to properly permitted disposal facilities without manifesting or using special waste haulers. Waste disposal facilities do not need special waste authorization to accept wastes certified as non-special.

#### **12.28 RECORDKEEPING**

The system for maintaining records of incoming waste loads will consist of a computerized log and tracking system which automatically records customer, amount, and waste type, and automatically prints a ticket issued to the driver. A copy is kept on file at the Facility. In addition, a 24-hour video camera surveillance system will keep a monthly video tape record of all traffic entering the Facility. A sign will be posted that a video camera is in use.

In accordance with 35 IAC 811.112, operating records will be maintained at the Facility for the following information as it becomes available during development and operation of the Facility. The Site Manager will record in the operating record any information submitted to the IEPA pursuant to 35 IAC 812 and 813. At a minimum, the operating record shall contain the following information:

- Any location restriction demonstration required by 35 IAC 811.302(e), 812.109, 812.110, 812.303, and 812.305.
- Inspection records, training procedures, and notification procedures required by 35 IAC 811.323.
- Gas monitoring results and any remediation plans required by 35 IAC 811.310 and 811.311.
- Any demonstration, certification, monitoring results, testing, or analytical data relating to the groundwater monitoring program required by 35 IAC 811.319, 811.324, 811.325, 811.326, 812.317, 813.501, and 813.502.
- Closure and post-closure care plans and any monitoring, testing, and analytical data required by 35 IAC 811.110, 811.111, 812.114(h), 812.115, and 812.313.
- Any cost estimates and financial assurance documentation required by 35 IAC 811, Subpart G.

The operating records will be kept at the ticket/administration office.

Annual reports will be submitted to IEPA in accordance with 35 IAC 813.501. Such annual reports will be filed each year by the date specified by IEPA. Groundwater reports will be filed on a quarterly basis in the form specified by IEPA.

#### **12.29 OPEN BURNING**

In accordance with 35 IAC 811.107(f), open burning is prohibited.

## **Qualifications of Personnel**



# Qualifications of Personnel

## Lead Project Personnel

The management team involved with the administration and services for the City of Aurora spoils disposal program includes many experienced managers, familiar with not only the industry but also, more importantly, the specific needs and requests of the City.

The management team includes:

**Doug Hopkins- Senior District Landfill Operations Manager Mark Batherson-District Landfill Operations Manager, Doug Tomczak - Landfill operations.** With a combined 80-years' experience in Landfill operations Doug Hopkins, Mark Batherson and Doug Tomczak provide an unparalleled operational experience to the customer. Each individual has a unique set of skills that makes them the best operations unit in the Landfill segment at Waste Management. From safety, compliance, and productivity, these individuals provide a customer-centric experience for all landfill customers.

**Scale house Personnel** - The Scale house is comprised of Seven-fulltime scale attendants who ensure customers are checked in and out of the landfill in a Safe and expeditious manner. The scale house is responsible for making sure paperwork is in compliance with the IEPA and Waste Management protocols and regulations.

**Matt Hernandez - Industrial Sale Representative** - Matt has 30 years of experience working at Waste Management. He has held positions of District Operations Manager, Sales Manager and Public Sector Representative. He currently works with many municipalities in DeKalb, DuPage, Cook, and Kane Counties for various types of soil programs.

Collectively, Waste Management brings unmatched experience and expertise to meeting the needs of the City of Aurora.

# Operational Approach

Waste Management of Illinois Inc. will provide the disposal of excavated soils to the City of Aurora. Laraway landfill

## Laraway Landfill

### **Laraway landfill**

21233 W Laraway Rd, Joliet, IL 60436

IEPA Permit # 1970450002

Hours of operation Monday through Friday 7:00 am to 4:00 pm

No hazardous waste has been accepted at Laraway. Laraway has and does accept "Special Waste" and "Non-Special Waste" pursuant to our permit and the Illinois statutory definition of Special Waste in 415 ILCS 5/3.475.

"Laraway has a separate closed hazardous waste landfill that was active pre-RCRA. Although the hazardous waste landfill is closed and hasn't accepted any hazardous waste in decades WM's permit at Laraway contains post closure care requirements related to the closed hazardous waste landfill."

There are no known or potential releases to the environment of hazardous waste constitutes resulting from disposal at Laraway Landfill

## **Safety Rules and Regulations for Laraway Landfill**

**The attached are rules and regulations drivers must adhere to when entering Laraway landfill**

# Committed to Safety Excellence

LARAWAY LANDFILL  
21233 W. Laraway Rd  
Joliet, IL 60436

## General Safety Rules:

1. All posted speed and traffic regulations must be followed
2. Follow the direction of the spotter/operator on the tipping face/floor at all times.
3. Drivers at the active face must wear a hardhat, reflective clothing and/or vest, and appropriate safety footwear.
4. Absolutely no scavenging is allowed.
5. Individuals under 18 years old must remain in vehicles while at the facility at all times.
6. Vehicles are not to be left unattended in staging or disposal areas.
7. Drivers shall report directly to the active face after being weighed at the scale
8. Cell phone use in the landfill while operating any vehicle or piece of equipment is prohibited.
9. Obey posted speed limit and yield to pedestrians & heavy equipment which has the right of way.
10. No smoking within the landfill.
11. All vehicles must be operated safely and maintained in good condition in compliance with all federal, state, and local regulations.
12. All drivers must remain in their trucks and keep the distance of the vehicle in front of them at a minimum.
13. Removing chains, opening sludge locks, removing tarps, cleaning, etc. must be done in designated areas only.
14. When dealing with a frozen/stuck load, the driver must stay inside the vehicle until the operator has signaled completion and is at least 15 feet away from the vehicle.
15. Pulling & Towing
  - All trucks dumping at the facility should be equipped with tow hooks.
  - The Driver is responsible for hooking and unhooking the cable/chain from the vehicle.
  - Pushing of the vehicles is not allowed.



## Vehicles Spacing requirements must be followed

Remain in line while waiting to unload. Follow direction of spotter and other WMA workers.

Full Eject / Private Vehicles ..... Minimum of 10 feet  
Tilt Frame / Partial Eject Vehicles..... Minimum of 15 feet  
End Dump / Frameless Trailers..... Minimum of 10 feet + trailer length  
Heavy Equipment..... Minimum of 15 feet from all others

Only one person is allowed outside of the vehicle and must remain within 6 feet at all times.

## Unloading Procedures:

Waste Management has zero tolerance for unsafe acts and unsafe conditions. In order to ensure the safety of our customers and our employees, the following rules are to be followed by all employees, outsourced laborers, contractors, and customers. Violation of any of these rules may be removed and/or banned from the site, depending on the nature and severity of the safety violation.



Mission to Zero

**Analytical Parameters required and completed on a representative sample of  
the waste intended for landfill disposal**

## Code R

Special Waste Analysis for landfill:

pH

Flashpoint

Paint Filter

Total Phenols

Reactive Sulfide

Reactive Cyanide

PCBs

TCLP Metals (D004-D011)

TCLP Herbicides/Pesticides (D012-D017, D020, D031) or Herb/Pest Certification

TCLP Organics (D018-D019, D021-D030, D032-D043)

Notes:

- 1) Total analysis may be substituted in lieu of TCLP analysis if the total result is less than the TCLP limit. 20 times rule cannot be used.
- 2) Analysis must be performed within the last 12 months and conducted using SW-846 test methods.
- 3) A copy of the lab analysis must be on lab letterhead and signed by lab (e.g., lab manager).
- 4) Based upon the nature of the generator's business and waste generation process, the generator may certify that the eight pesticides (D012-D017, D020 and D031) would not reasonably be expected to be present in their waste.

## **Waste Characterization Profile**

**The attached Waste Characterization Profile must be completed and signed by the generator for site being profiled**



Requested Facility: \_\_\_\_\_  Unsure Profile Number \_\_\_\_\_
 Multiple Generator Locations (Attach Locations)  Request Certificate of Disposal  Renewal? Original Profile Number \_\_\_\_\_

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

- 1. Generator Name: \_\_\_\_\_
2. Site Address \_\_\_\_\_ (City, State, ZIP) \_\_\_\_\_
3. County: \_\_\_\_\_
4. Contact Name: \_\_\_\_\_
5. Email \_\_\_\_\_
6. Phone: \_\_\_\_\_ 7. Fax: \_\_\_\_\_
8. Generator EPA ID: \_\_\_\_\_  N/A
9. State ID \_\_\_\_\_  N/A

B. BILLING INFORMATION

SAME AS GENERATOR

- 1. Billing Name \_\_\_\_\_
2. Billing Address \_\_\_\_\_ (City, State, ZIP) \_\_\_\_\_
3. Contact Name: \_\_\_\_\_
4. Email \_\_\_\_\_
5. Phone \_\_\_\_\_ 6. Fax \_\_\_\_\_
7. WM Hauled?  Yes  No
8. P.O. Number: \_\_\_\_\_
9. Payment Method  Credit Account  Cash  Credit Card

C. MATERIAL INFORMATION

- 1. Common Name: \_\_\_\_\_
Describe Process Generating Material.  See Attached

Empty box for describing the process generating material.

- 2. Material Composition and Contaminants:  See Attached

Table with 2 columns: Contaminant Name, Concentration. Rows 1-4.

- 3. State Waste Codes \_\_\_\_\_  N/A
4. Color: \_\_\_\_\_
5. Physical State at 70°F:  Solid  Liquid  Other \_\_\_\_\_
6. Free Liquid Range Percentage \_\_\_\_\_ to \_\_\_\_\_  N/A
7. pH: \_\_\_\_\_ to \_\_\_\_\_  N/A
8. Strong Odor.  Yes  No Describe \_\_\_\_\_
9. Flash Point:  <140°F  140°-199°F  ≥200°  N/A

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

- 1. Analytical attached  Yes
Please identify applicable samples and/or lab reports

Empty box for identifying applicable samples and/or lab reports.

- 2. Other information attached (such as MSDS)?  Yes

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e. changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_
Title: \_\_\_\_\_
Company: \_\_\_\_\_

D. REGULATORY INFORMATION

- 1. EPA Hazardous Waste?  Yes\*  No
Code \_\_\_\_\_
2. State Hazardous Waste?  Yes  No
Code: \_\_\_\_\_
3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion?  Yes\*  No
4. Contains Underlying Hazardous Constituents?  Yes\*  No
5. From an industry regulated under Benzene NESHAP?  Yes\*  No
6. Facility remediation subject to 40 CFR 63 GGGGG?  Yes\*  No
7. CERCLA or State-mandated clean-up?  Yes\*  No
8. NRC or State-regulated radioactive or NORM waste?  Yes\*  No
\*If Yes, see Addendum (page 2) for additional questions and space.
9. Contains PCBs? → If Yes, answer a, b and c.  Yes  No
a. Regulated by 40 CFR 761?  Yes  No
b. Remediation under 40 CFR 761.61 (a)?  Yes  No
c. Were PCB imported into the US?  Yes  No
10. Regulated and/or Untreated Medical/Infectious Waste?  Yes  No
11. Contains Asbestos?  Yes  No
→ If Yes  Non-Friable  Non-Friable - Regulated  Friable

F. SHIPPING AND DOT INFORMATION

- 1.  One-Time Event  Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure \_\_\_\_\_
 Tons  Yards  Drums  Gallons  Other \_\_\_\_\_
3. Container Type and Size \_\_\_\_\_
4. USDOT Proper Shipping Name  N/A

Signature line for Certification Signature.



# EZ Profile™ Addendum



Only complete this Addendum if prompted by responses on EZ Profile™ (page 1) or to provide additional information. Sections and question numbers correspond to EZ Profile™.

Profile Number: \_\_\_\_\_

### C. MATERIAL INFORMATION

Describe Process Generating Material (Continued from page 1)

If more space is needed, please attach additional pages

Material Composition and Contaminants (Continued from page 1):

If more space is needed, please attach additional pages

5.	
6.	
7.	
8.	
9.	

Total composition must be equal to or greater than 100% ≥100%

### D. REGULATORY INFORMATION

Only questions with a "Yes" response in Section D on the EZ Profile™ form (page 1) need to be answered here.

#### 1. EPA Hazardous Waste

a. Please list all USEPA listed and characteristic waste code numbers

b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?  Yes  No

c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)? → If Yes, complete question 4  Yes  No

d. Is the material exempt from Subpart CC Controls (40 CFR 264.1083)?  Yes  No

→ If Yes, please check one of the following:

Waste meets LDR or treatment exemptions for organics (40 CFR 264.1082(c)(2) or (c)(4))

Waste contains VOCs that average <500 ppmw (CFR 264.1082(c)(1)) – will require annual update

2. State Hazardous Waste → Please list all state waste codes \_\_\_\_\_

3. For material that is Treated, Delisted, or Excluded → Please indicate the category, below:

Delisted Hazardous Waste  Excluded Waste under 40 CFR 261.4 → Specify Exclusion \_\_\_\_\_

Treated Hazardous Waste Debris  Treated Characteristic Hazardous Waste → If checked, complete question 4.

4. Underlying Hazardous Constituents → Please list all Underlying Hazardous Constituents:

5. Industries regulated under Benzene NESHAP include petroleum refineries, chemical manufacturing plants, coke by-product recovery plants, and TSDFs

a. Are you a TSDF? → If yes, please complete Benzene NESHAP questionnaire. If not, continue  Yes  No

b. Does this material contain benzene?  Yes  No

1. If yes, what is the flow weighted average concentration? \_\_\_\_\_ ppmw

c. What is your facility's current total annual benzene quantity in Megagrams?  <1 Mg  1–9.99 Mg  ≥10 Mg

d. Is this waste soil from a remediation?  Yes  No

1. If yes, what is the benzene concentration in remediation waste? \_\_\_\_\_ ppmw

e. Does the waste contain >10% water/moisture?  Yes  No

f. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?  Yes  No

g. Is material exempt from controls in accordance with 40 CFR 61.342?  Yes  No

→ If yes, specify exemption: \_\_\_\_\_

h. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to

treatment and control requirements at an off-site TSDF?  Yes  No

6. 40 CFR 63 GGGGG → Does the material contain <500 ppmw VOHAPs at the point of determination?  Yes  No

7. CERCLA or State-Mandated clean up → Please submit the Record of Decision or other documentation with process information to assist others in the evaluation for proper disposal. A "Determination of Acceptability" may be needed for CERCLA wastes not going to a CERCLA approved facility.

8. NRC or state regulated radioactive or NORM Waste → Please identify Isotopes and pCi/g: \_\_\_\_\_

**THINK GREEN!**

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Revised June 30, 2015  
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# Additional Profile Information

Profile Number: \_\_\_\_\_

## C. MATERIAL INFORMATION

Material Composition and Contaminants (Continued from page 2)

If more space is needed, please attach additional pages

10.	
11.	
12.	
13.	
14.	
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32.	
33.	
34.	
35.	
36.	
37.	
38.	
39.	
40.	
Total composition must be equal to or greater than 100%	
	≥100%

## D. REGULATORY INFORMATION

### 1. EPA Hazardous Waste

a. Please list all USEPA listed and characteristic waste code numbers (Continued from page 2)

2. Form Code:

3. Source Code:

**THINK GREEN®**

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Revised June 30, 2015  
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# Additional Profile Information

Profile Number: \_\_\_\_\_

## F. SHIPPING AND DOT INFORMATION

### 4. USDOT Proper Shipping & Technical Name (Continued from page 1)

2.	<input type="checkbox"/> N/A
3.	<input type="checkbox"/> N/A
4.	<input type="checkbox"/> N/A
5.	<input type="checkbox"/> N/A
6.	<input type="checkbox"/> N/A
7.	<input type="checkbox"/> N/A
8.	<input type="checkbox"/> N/A
9.	<input type="checkbox"/> N/A
10.	<input type="checkbox"/> N/A
11.	<input type="checkbox"/> N/A
12.	<input type="checkbox"/> N/A
13.	<input type="checkbox"/> N/A
14.	<input type="checkbox"/> N/A
15.	<input type="checkbox"/> N/A
16.	<input type="checkbox"/> N/A
17.	<input type="checkbox"/> N/A
18.	<input type="checkbox"/> N/A
19.	<input type="checkbox"/> N/A
20.	<input type="checkbox"/> N/A
21.	<input type="checkbox"/> N/A
22.	<input type="checkbox"/> N/A
23.	<input type="checkbox"/> N/A
24.	<input type="checkbox"/> N/A
25.	<input type="checkbox"/> N/A
26.	<input type="checkbox"/> N/A
27.	<input type="checkbox"/> N/A
28.	<input type="checkbox"/> N/A
29.	<input type="checkbox"/> N/A
30.	<input type="checkbox"/> N/A
31.	<input type="checkbox"/> N/A
32.	<input type="checkbox"/> N/A
33.	<input type="checkbox"/> N/A
34.	<input type="checkbox"/> N/A
35.	<input type="checkbox"/> N/A
36.	<input type="checkbox"/> N/A
37.	<input type="checkbox"/> N/A
38.	<input type="checkbox"/> N/A
39.	<input type="checkbox"/> N/A
40.	<input type="checkbox"/> N/A
41.	<input type="checkbox"/> N/A
42.	<input type="checkbox"/> N/A
43.	<input type="checkbox"/> N/A
44.	<input type="checkbox"/> N/A
45.	<input type="checkbox"/> N/A
46.	<input type="checkbox"/> N/A
47.	<input type="checkbox"/> N/A
48.	<input type="checkbox"/> N/A
49.	<input type="checkbox"/> N/A
50.	<input type="checkbox"/> N/A
51.	<input type="checkbox"/> N/A



# Profile Addendum: State of Illinois GENERATOR'S NON-SPECIAL WASTE CERTIFICATION

## E. Additional Waste Stream Information

Profile Number: \_\_\_\_\_

Generators Name: \_\_\_\_\_

Generators SITE Address: \_\_\_\_\_  
(The location where the waste is generated)

Waste Name: \_\_\_\_\_

The Illinois Environmental Protection Act allows a Generator to certify that their pollution control waste or industrial process waste, is not an Illinois Special Waste (Section 3.45). By completing the following questionnaire, you may certify that the waste stream represented by the Waste Management Profile referenced above is not an Illinois Special Waste as defined in the Act.

Is the waste referenced above any of the following:

- 1. A Potentially Infectious Medical Waste (PIMW)?  Yes  No
- 2. A Hazardous Waste as defined in 40 CFR 261 or in 35 IAC 722.111?  Yes  No
- 3. A Liquid Waste (fails the paint filter test as defined in 35 IAC 811.107)?  Yes  No
- 4. A regulated PCB waste as defined in 40 CFR 761?  Yes  No
- 5. A NESHAP regulated asbestos waste other than waste from renovation or demolition?  Yes  No
- 6. A waste resulting from the shredding recyclable metals (auto fluff)?  Yes  No
- 7. A delisted Hazardous Waste or Treated Characteristic Hazardous Waste, subject to LDR requirements under 35 IAC 728.107?  Yes  No

In determining that this waste is not a liquid, I have used knowledge of the processes generating the waste and the attached supporting documentation:  MSDS  Analytical  Other (explain below):

In determining that this waste is not RCRA hazardous, I have used knowledge of the processes generating the waste and the attached supporting documentation:  MSDS  Analytical  Other (explain below):

8. Is the waste represented by this profile sheet exempt from Illinois Solid Waste Management Act fee?  Yes  No

Select option:  Pollution Control Waste  Other \_\_\_\_\_

By signing below, I certify my waste is NOT an Illinois Special Waste, and that I understand that a person who knowingly and falsely certifies that a waste is not special waste is subject to the penalties set forth in subdivision (6) of subsection (h) of section 44 of the Illinois Environmental Protection Act.

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Waste Management Industrial Service Agreement**



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: A WASTE MANAGEMENT COMPANY
Address: 700 E. Butterfield Road
City/State/Zip: Lombard, IL 60148
Signed: Authorized Signature
Name:
Title:
Effective Date: Date

CUSTOMER:
Address:
City/State/Zip:
Signed: Authorized Signature
Name:
Title:
Initial Term: 36 Months Date

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term," collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require

Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste, increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a

different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

**9. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

**12. ASSIGNMENT & SUBCONTRACTING.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

**13. ENTIRE AGREEMENT.** This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

**14. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**15. EQUIPMENT.** All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

**16. CONFIDENTIALITY.** Except as required by law, the parties agree that the rates set forth on Exhibit A a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

**17. MISCELLANEOUS.** (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

## **Waste Management Exhibit "A"**



# Industrial Waste & Disposal Services Agreement

# Exhibit A

Profile number \_\_\_\_\_ TSR \_\_\_\_\_ Sales person \_\_\_\_\_

### A. GENERATOR

1 Name \_\_\_\_\_  
2 Address \_\_\_\_\_  
City \_\_\_\_\_ County \_\_\_\_\_  
State \_\_\_\_\_ ZIP code \_\_\_\_\_

### C. FACILITY

1. Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### B. CUSTOMER BILLING INFORMATION

1. Name \_\_\_\_\_  
2 Address: \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ ZIP code \_\_\_\_\_  
3 Contact name \_\_\_\_\_  
4 Email \_\_\_\_\_  
5 Phone \_\_\_\_\_ 6. Fax \_\_\_\_\_  
7. P.O number \_\_\_\_\_

### D. MATERIAL

1. Name \_\_\_\_\_  
2. Ant c pated volume \_\_\_\_\_

### E. CHARGES

See Attached

DESCRIPTION	RATE	MINIMUM

Other services not listed above will incur additional charges that vary by location and are subject to change without notice. Payment of invoice represents agreement of such charges.

### F. COMMENTS

See Attached

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: . YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: \_\_\_\_\_

COMPANY \_\_\_\_\_ COMPANY \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title \_\_\_\_\_ Title: \_\_\_\_\_

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QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

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