

RESOLUTION NO. 2021-10

**A RESOLUTION APPROVING A FRANCHISE AGREEMENT FOR
RESIDENTIAL WASTE COLLECTION AND DISPOSAL WITH GROOT INDUSTRIES, INC.**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Sections 6-2-6 and 6-2-7 of the Warrenville City Code ("**City Code**"), as amended, authorizes the City to enter into an agreement with a contractor for the collection and disposal of solid waste, recyclable materials, and landscape waste within the City; and

WHEREAS, pursuant to the City's purchasing procedures, the City issued a Request for Proposals for the procurement of the collection and disposal of solid waste, landscape waste, and recyclable materials from residential customers and municipal facilities within the City (collectively, "**Services**"); and

WHEREAS, the City received four proposals for the Services, which were opened on January 18, 2021; and

WHEREAS, after an extensive review process conducted by City staff and the Public Works and Infrastructure Committee of the Whole, the City has determined that Groot Industries, Inc. ("**Contractor**") submitted the proposal for the Services that is most favorable to the City and its residents; and

WHEREAS, the City proposes to enter into a five-year exclusive franchise agreement with the Contractor for the Services ("**Franchise Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Franchise Agreement with Contractor for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Franchise Agreement. The Franchise Agreement with Contractor for the Services is hereby approved substantially in the form attached to this Resolution as Exhibit A and in a final form to be approved by the City Administrator and the City Attorney.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Franchise Agreement only after receipt by the City Administrator of at least two executed copies of the Franchise Agreement from Contractor; provided, however, that if the City Administrator does not receive such executed copies of the Franchise Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Contract shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS 16th day of February, 2021.

AYES: Aids.: Aschauer, Goodman, Weidner, Anderson, Wilson, Barry, Davolos, and Krischel

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED THIS 16th day of February, 2021.

MAYOR

A handwritten signature in black ink, appearing to read "D. J. [unclear]", written over a horizontal line.

ATTEST:


CITY CLERK

EXHIBIT A
FRANCHISE AGREEMENT

**FRANCHISE AGREEMENT
BETWEEN THE CITY OF
WARRENVILLE AND GROOT INDUSTRIES, INC.
FOR THE COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND
RECYCLABLE MATERIALS**

In consideration of the mutual promises set forth below, the City of Warrenville, Illinois, an Illinois municipal corporation ("**City**"), and Groot Industries, Inc., an Illinois corporation ("**Franchisee**"), make this Agreement as of February 16, 2021, and hereby agree as follows:

**ARTICLE I
GRANT AND ACCEPTANCE OF FRANCHISE**

1.1 Grant of Franchises

Pursuant Warrenville Municipal Code ("**City Code**"), as it has been and may from time to time be amended, and the home rule powers of the City, the City grants to Franchisee an exclusive, revocable franchise to collect and dispose of Solid Waste,¹ Landscape Waste, and Recyclable Materials from all Residential Dwellings (collectively, "**Franchise**").

1.2 Acceptance of Franchise

Franchisee accepts the Franchise hereby granted to it pursuant to and in strict accordance the Warrenville Municipal Code as it has been and may from time to time be amended, and does hereby agree to strictly comply with each and every term of this Agreement and of the Warrenville Municipal Code, as it has been and may from time to time be amended.

1.3 Term

The Franchise hereby granted and accepted shall be effective for a five-year term. Franchisee shall commence the Work on May 1, 2021 ("**Commencement Date**") and shall diligently and continuously prosecute the Work at all times thereafter through April 30, 2026. The City will have the right to renew and extend this Agreement for a maximum of two additional five-year terms by written notice to the Franchisee provided no later than 180 days before the initial term or any extension of this Agreement. If necessary to avoid cessation of service at the expiration of this Agreement, the Agreement may be extended for a period of up to sixty (60) days past the expiration date at a rate equal to one hundred ten percent (110%) of the rates being charged at the expiration of the Agreement, upon mutual consent of the City and the Franchisee.

¹ All capitalized terms used in this Contract shall have the meanings that are established in this Agreement or in Chapter 21 of the Warrenville City Code, as it has been and may from time to time be amended.

ARTICLE II THE WORK

2.1 Definition of Terms

"Bulk Items" means solid waste items that are too large to fit into a Customer's waste cart, but excluding White Goods.

"Curbside" means collection adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

"Customers" means owners, residents, and occupants of residential dwellings in the City participating in waste collection services.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

"Municipal Sites" means those City-owned locations and containers designated in Section 3.7 of this Agreement.

"Requirements of Law" means all applicable federal, state, and City laws, statutes, codes, ordinances, resolutions, rules and regulations.

"Residential Dwelling" means (a) any Single-Family Dwelling or (b) any Attached Single-Family Dwelling in the City.

"Single Family Dwelling" means any detached dwelling in the City containing only one (1) dwelling unit, with individual collection of waste and recyclable materials.

"Solid Waste" means all garbage and refuse but not Recyclable Materials or Landscape Waste.

"White Goods" defined in Section 3.4 of this Agreement.

2.2 General Definition of the Work

The Work is defined as the collection and disposal of all municipal and residential Solid Waste from the City and from Residential Dwellings in the City (the "**Customers**") in the manner prescribed in Article III of this Agreement, the collection and disposal of all Landscape Waste from the Customers in the manner prescribed in Article IV of this Agreement, and the collection and disposal of all municipal and residential Recyclable Materials from the City and from the Customers in the manner prescribed in Article V of this Agreement, all as more specifically set forth in the Franchisee's response to the City's Request for Proposals ("**Proposal**") attached to, and by this reference made a part of this Agreement as *Attachment E*. In the event of a conflict between the terms and provisions Agreement and the terms and provisions of the Proposal, the terms and provisions of this Agreement will control.

2.3 Franchisee's Duty to Perform the Work

Franchisee shall, at its sole cost and expense:

A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Agreement, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.

B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Franchisee's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the City for Franchisee's costs to obtain such licenses, approvals, and permits.

C. Taxes. Pay all applicable federal, state, and local taxes.

D. Miscellaneous. Do all other things required of Franchisee by this Agreement.

2.4 Special City Collections

A. City Events. Franchisee shall collect, at no additional cost, all Solid Waste and Recyclable Materials as may be generated during the following annual City-sponsored events:

- i. Independence Day Celebrations (July 3 at the Civic Center, July 4 at Cerny Park);
- ii. National Night (First Tuesday in August at Cerny Park);
- iii. Summer Daze (Designated Friday/Saturday in August in the Civic Center);

(collectively, the "**City Events**"). Additional events may be added to the list of City Events during the term of this Agreement upon 30 days written notice to Franchisee. Franchisee will provide the City with all necessary containers for each City Event and collect the containers at the conclusion of the City Event. The containers and collection of all Solid Waste and Recyclable Materials for the City Events shall be provided at no cost to the City. The dates and locations provided in this Section 2.4.A are subject to change upon 30 days written notice to Franchisee. Other overlapping taxing districts such as the Warrenville Public Library, Warrenville Park District or Warrenville Fire District may contact the Franchisee for event services. The terms of, as well as charges and payment for, this service shall be arranged solely between the Franchisee and the overlapping taxing district.

B. Emergency Collections.

1. Localized Emergency Collections. Franchisee will, upon request from the City, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare. The cost of any such collection will be paid by the City on a cubic yard basis at the rate set forth in *Attachment A, Schedule of Rates and Charges*.

2. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, the City may require Franchisee to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("**Community-Wide Emergency Collection**"). The City may require Franchisee to place roll-off containers at locations throughout the City during a Community

Wide Collection. The City will provide Franchisee with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection. The City shall pay for all costs associated with a Community Wide Collection on a cubic yard basis at the rate set forth in *Attachment A, Schedule of Rates and Charges* with the exception of the costs associated with procuring, placing and collecting roll-off containers, which costs will be paid by Franchisee.

C. Additional Collections. Franchisee and the City may, throughout the term of this Agreement, arrange for additional collections at rates to be mutually agreed upon by the Parties.

ARTICLE III SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

Throughout the term of this Agreement and any extensions, the Franchisee shall provide the following levels of services at the charges provided herein. No change in the level of service or charge shall be made by the Franchisee except to the extent provided for under this Agreement, unless approved in advance by the City in writing. The Franchisee shall agree to provide at a minimum once-a-week refuse collection service according to the terms of this Agreement, and at the rates set forth in *Attachment A, Schedule of Rates and Charges*. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers properly adhere to the requirements of Article VI of this Agreement.

3.2 Holiday Trees

For the purposes of this Agreement, the term Solid Waste is defined to include, and Franchisee shall collect, at no additional cost to the Customer or the City, one Holiday Tree placed at curbside for collection per Customer. Holiday Trees shall be disposed of by Franchisee in the same manner as Landscape Waste.

3.3 Bulk Item Collection

A. The Franchisee shall provide collection services for items which are too large to fit into the designated solid waste cart or container (each a "**Bulk Item**"), but that do not exceed, in total, 50 pounds in weight (e.g. discarded toys, crates, barrels, small furniture, etc.) at the cost indicated on *Attachment A, Schedule of Rates and Charges*.

B. The Franchisee shall also provide collection services for items exceeding 50 pounds in weight in accordance with *Attachment A, Schedule of Rates and Charges*. Examples shall include: sofas, tables, mattresses, box springs, small amounts of household construction and demolition debris, and large appliances which do not contain CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, or other hazardous components, or other material that qualify as White Goods, as defined in Section 3.4 of this Article. Except as provided in Section 3.1 and Article IV of this Agreement, Franchisee shall not be responsible for collecting certain items including construction debris, landscape waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of Bulk Items.

3.4 White Goods Collection

Franchisee shall collect white goods, as defined in Section 22.28 of the Illinois

Environmental Protection Act (415 ILCS 5/22.28) ("**White Goods**") from a Customer upon the Customer contacting Franchisee to schedule a pickup of the White Good. Franchisee may charge Customers for the collection of any White Goods on a cubic yard basis at the rate set forth in *Attachment A, Schedule of Rates and Charges*.

3.5 Solid Waste Special Customer Collections

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

B. Costs and Collection for Large Quantity Collections. The collection costs for the services described in Section 3.5.A shall be based upon cubic yards of refuse as specified on *Attachment A, Schedule of Rates and Charges*. The Franchisee shall also specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items, which are less, in total, than the minimum requirement, shall be considered bulk materials for collection and disposal purposes. The Customer shall make payment for any special collection directly to the contractor, and collection of such fees shall be the sole responsibility of the Franchisee. The Franchisee shall advise the Customer directly of the terms of such collection; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy on furnishing advance estimates of charges, and the like.

C. Dumpster Rental. The Franchisee shall also offer dumpster rental and pick-up service for Customers with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this service shall be arranged solely between the Franchisee and the Customer.

3.6 Collection Days

Franchisee shall operate vehicles for the collection of Solid Waste in the City on Monday through Friday, inclusive, and as otherwise provided in this Agreement. Franchisee will be allowed to provide collection on Saturday, with prior City approval, when the normal Friday collection is significantly affected by a holiday or extreme weather conditions.

3.7 Municipal Solid Waste Collection

A. Franchisee shall collect all Solid Waste in the manner prescribed in this Article III at the following municipal buildings and sites:

1. City Hall;
2. Public Works Garage;
3. Warrenville Police Department;
4. Warrenville Fire House #1;
5. Albright Studio;
6. Warrenville Public Library;
7. Warrenville Park District;
8. Warrenville Park District – Summerlakes Ball fields; and
9. All other City locations/sites that may hereafter be identified by the City (collectively, the "**Municipal Sites**").

At a minimum, Franchisee shall place appropriately sized Solid Waste collection containers at each of the Municipal Sites at no cost to the City as shown on *Attachment C*.

B. Replacement Containers. In the event a City container is damaged or the City requests a different size container, Franchisee will repair or replace the existing container no later than the City's next scheduled collection date after receiving notice of the damage or request for exchange. A damaged container that cannot be repaired may only be replaced with a new container or a "like-new" container that (a) has been in service for no more than one year, and (b) has been pressure washed and thoroughly deodorized. Containers that are replaced due to ordinary wear and tear will be replaced at no charge. Containers that are damaged due to overloading (by weight or volume) the container, altering of the container, or using the container for purposes other than the intended purpose, or other negligent or willful misconduct of the City will be replaced at the cart replacement fee set forth on *Attachment A, Schedule of Rates and Charges*.

3.8 Monthly Reports

Franchisee shall prepare and submit to the City, before the 15th day of each month, a report detailing all Solid Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the total weight and volume of Solid Waste collected, number of white goods collected each month, per ton tipping fees paid to dispose of such Solid Waste, location of disposal, copies of all complaints filed by City residents per month, and the like. Such report shall be on a form provided by the City. The Franchisee will also assist the City in completion of the DuPage County's annual Solid Waste Survey.

3.9 Debris Management Plan

The Franchisee will work with the City to develop an emergency debris management plan. This plan will outline debris removal and cleanup procedures in the event of a manmade or natural disaster including things like tornado, flood, riot, etc.

3.10 Hazardous Waste

Franchisee shall not be required to collect and dispose of Hazardous Waste which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, or hazardous material as defined by applicable federal, state or local laws or regulations, including Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220). When Franchisee, during collection, encounters hazardous waste materials, then Franchisee shall not be required to collect such materials. Franchisee shall promptly notify the City of each such instance on a form approved by the City. Title to and liability for any Hazardous Waste shall remain with the producer of the Hazardous Waste, even if Franchisee inadvertently collects or disposes of such Hazardous Waste.

ARTICLE IV LANDSCAPE WASTE COLLECTION

4.1 Landscape Waste Collection Service

Franchisee shall collect from all Customers, once each week during the period described in Section 4.4, all Landscape Waste, properly placed for curbside collection. The Landscape Waste collection service shall be offered each year from April 1 through November 30 during the term of the contract. Customers may participate in either the Landscape Waste sticker program or

Landscape Waste cart subscription program for the rates outlined under Attachment A. The City reserves the right to extend the length of the Landscape Waste Collection season, at its discretion, for a period of up to two weeks and shall notify the Franchisee of such change at least 30 days in advance.

4.2 Location of Service

Franchisee shall provide curbside service for collection of Landscape Waste.

4.3 Containers

All Landscape Waste placed at the curb by Customers under the sticker program shall be contained in biodegradable paper "kraft" type bags or resident-owned rigid containers not to exceed 32 gallons in capacity or 50 pounds in weight. Brush set out at the curb must be securely tied with biodegradable string or twine in bundles not exceeding four feet in length and two feet in diameter. No individual branch shall exceed four inches in diameter. No bundle shall exceed 50 pounds in weight. Customers that choose to participate in the Landscape Waste cart subscription program shall receive a 95 gallon cart for weekly service. Bags of landscape placed out in addition to a full 95 gallon cart will require the use of pre-paid stickers.

4.4 Collection Day and Period

Franchisee shall collect Landscape Waste from all Customers once each week on a day on which Solid Waste and Recyclable Materials are collected, from the first full week in April through the week including November 30 each year. The period for such services may be expanded to include additional weeks upon the mutual written agreement of the Parties.

4.5 City Landscape Waste Collection

- A. Franchisee shall provide the required containers to and collect all Landscape Waste from the Municipal Sites listed in *Attachment D* in accordance with the schedules set forth therein, all at no cost to the City.
- B. City shall be permitted to haul and deposit Landscape Waste that it collects through regular public works and municipal operations at Franchisee's designated transfer site for Landscape Waste as an Additional Municipal Service at the per ton rate set forth in *Attachment A*.
- C. The City reserves the right to include additional municipal buildings or facilities for service by the Franchisee during the term of the contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the City and shall be furnished at no charge by the Franchisee during the term of the contract.
- D. Municipal Site landscape waste containers will be repaired and replaced in the manner set forth in Section 3.7.B of this Agreement.

4.6 Monthly Reports

Franchisee shall prepare and submit to the City, before the 15th day of each month, a report detailing all Landscape Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the total volume, in compacted yards of Landscape Waste collected, tipping fee per compacted cubic yard paid to dispose of such Landscape Waste at the compost facility, name and location of compost facility, copies of all complaints filed by City residents per month, and the like. Such report shall be on a form provided by the City. The Franchisee will also assist the City in completion of the DuPage County's annual Solid Waste Survey.

ARTICLE V RECYCLABLE MATERIALS COLLECTION

5.1 Recyclables Collection Service

Franchisee shall collect from all Customers, once a week, all Recyclable Materials listed in *Attachment D*, at no additional cost.

5.2 Containers

Customers shall be allowed to utilize one or more standard 18, 20, or 35-gallon recycling bin that can be purchased at any retailer if the cart provided by Franchisee is full. Participation in the program shall remain voluntary. There shall be no limit to the number of recycling bins or to the quantity of recyclables that a household may place at the curbside for collection. Customers have the right to purchase additional recycling bins or to set out other containers, which are clearly marked for recycling collection. The Franchisee shall collect from all recycling bins that have been placed at the curbside for collection and shall place emptied recycling bins upside-down to prevent the bins from blowing about. Customers may also place recyclable materials that do not fit into the recycling bin(s) directly adjacent to the bin(s) for collection by the Franchisee provided that such materials have been properly prepared for collection.

5.3 Municipal Recyclable Materials Collection.

A. Franchisee shall provide the required containers to and collect all Recyclable Materials from the c listed in *Attachment D* in accordance with the schedules set forth therein, all at no cost to the City.

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

C. Municipal Recyclable Materials containers will be repaired and replaced in the manner set forth in Section 3.7.B of this Agreement.

5.4 Collection Day.

A. Residential Dwellings. Franchisee shall collect Recyclable Materials from all Customers once each week on each Customer's regular Solid Waste collection days.

B. Municipal Sites. Franchisee shall collect recyclables from the Municipal Sites on dates mutually acceptable to the City and Franchisee.

5.5 Improper Materials

In the event Franchisee, during collection, encounters materials not included in the list of Recyclable Materials contained in Section 5.1 above, then Franchisee shall not be required to collect such materials but shall collect all Recyclable Materials. Franchisee shall notify Customer as prescribed in Section 8.15 of this Agreement regarding improperly prepared materials. Franchisee shall notify City of any Customer who violates this section more than once in a six-month period and those who dispute the non-collection of the improper material.

5.6 Processing Electronic Devices

Franchisee shall deliver all Recyclable Materials to an appropriate facility for recycling. All Recyclable Materials shall be collected, separated and otherwise treated by Franchisee so as to facilitate the sale of the Recyclable Materials to end-use markets or Recyclable Materials brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent that such materials collected as Recyclable Materials are "contaminated," as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Materials brokers.

5.7 Processing of Recyclables

Franchisee shall deliver all Recyclable Materials to an appropriate facility for recycling. All Recyclable Materials shall be collected, separated and otherwise treated by Franchisee so as to facilitate the sale of said Materials to end-use markets, or Recyclable Materials brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent that such materials collected as Recyclable Materials are "contaminated," as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Materials brokers.

5.8 Monthly Reports

Franchisee shall prepare and submit to the City, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month. Upon request from the City, Franchisee shall report, without limitation, the amount of each type of Recyclable Material collected, the revenues received from the sale of each Recyclable Material, the after-market vendor of each recyclable, tipping fees savings, the monthly and semi-annual rate of Customer participation in the recycling program, the name and location of the processing location used by Franchisee, a copy of all complaints filed by Customers per month, and the like. Such report shall be on a form provided by the City. The Franchisee will also assist the City in completion of the DuPage County's annual Solid Waste Survey.

5.9 Net Proceeds

Franchisee shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs, provided all provisions in this Article of this Agreement are successfully fulfilled as determined by the City. Franchisee assumes full responsibility for the payment of all expenses, and hereby indemnified the City from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

5.10 Promotion/Educational Programs

Franchisee shall, at its sole cost and expense, actively promote community-wide recycling

in the City, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs.

ARTICLE VI

6.1 Billing; Payment for the Work

A. Billing. Franchisee shall be solely responsible for all billing and collection of all rates and charges for the Work. The City shall have no responsibility for the billing of any account.

1. Base Weekly Unlimited Service. Franchisee shall collect from Customers, once each week, all Solid Waste, Recyclables, and Landscape Waste, properly placed for curbside collection in the 95-gallon two wheeled cart provided by Franchisee plus additional containers (bags, bundles, cans, or boxes) each weighing up to 50 pounds and one Bulk Item, as defined herein, per weekly pick-up.

B. Rates and Charges. The rates and charges billed by Franchisee for the Work shall be as set forth in *Attachment A, Schedule of Rates and Charge*. Franchisee agrees that the rates and charges established in *Attachment A, Schedule of Rates and Charges* constitute full and adequate compensation to Franchisee for the Work ("**Agreement Price**"); provided, however, the rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the state of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Franchisee under this Agreement ("**Governmental Taxes or Fees Adjustment**"). Prior to the implementation of Governmental Taxes or Fees Adjustment, Franchisee shall deliver to the City any and all documentation justifying the adjustment as may be requested by the City Administrator. Franchisee shall notify Customers in writing of any Governmental Taxes or Fees Adjustment at least 30 days prior to the effective date of the adjustment.

C. Disposal Facility Fees. Franchisee shall be solely responsible for all fees charged by all operators of any disposal facility used by Franchisee. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.

D. Senior Citizen Discount. Franchisee will offer a discounted rate for Solid Waste, Landscape Waste, and Recyclable Materials collection to Customers over the age of 65 in the amount set forth in *Attachment A, Schedule of Rates and Charges*. Franchisee will provide this Senior Citizen Discount to any Customer who requests the discount and provides the Franchisee with proof of eligibility in the form of a valid state-issued driver's license or identification card, Social Security Card, or United States passport.

6.2 Stickers

A. Distribution. The Franchisee shall be responsible for the printing, distribution, and sale of any landscape waste disposal stickers required to be used by Customers as part of the Work, which should be designed as a "one-time-use" variety. The Franchisee shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least three retail establishments so as to achieve reasonable citywide coverage and a readily available supply of stickers. The City shall also agree to act as a retailer in the sale of landscape waste disposal stickers.

B. Sticker Design. Stickers must be of a bright color, which should be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All stickers shall include either the City of Warrenville logo or name and shall be clearly labeled for landscape waste use as well as the customer service phone number of the waste hauler.

C. Sticker Price. Landscape waste disposal sticker prices shall be changed on an annual basis only in accordance with *Attachment A, Schedule of Rates and Charges*. The Franchisee, the City, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., May 1, 2022, May 1, 2023, etc. The Franchisee shall honor the use of old refuse stickers for 31 days after the new sticker price has been instituted, at no additional charge either to the City or the homeowner.

6.5 Carts

A. New Carts. Franchisee will provide each Customer with one wheeled cart ("**Cart**") for the collection of Solid Waste and one Cart for the collection of Recyclables. Franchisee will allow each Customer to choose either a 35-gallon Cart (only available to seniors), a 65-gallon Cart or a 95-gallon Cart. Franchisee will offer Customers the option to purchase or rent additional Carts at the price set forth in *Attachment A, Schedule of Rates and Charges*. Franchisee shall provide dumpsters to the City, at no charge, for use by the City as Solid Waste containers at each of the municipal buildings and sites identified in Subsection 6.5.B below.

B. Cart Ownership. Any carts or containers furnished pursuant to this Agreement by Franchisee shall remain the property of Franchisee; however, the Customers and the City (as applicable) shall have care, custody and control of the carts or containers while at the service locations.

C. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 35-, 65- and 95-gallon Cart size for Solid Waste. The default recycling cart is 65-gallons. Customer may request a 95-gallon recycling cart. Franchisee shall deliver to all Customers' households the selected Cart. Each Customer shall be allowed to exchange the solid waste cart for a different size Cart once during the period commencing September 1 and ending September 30 of each year during the term of this Agreement at no additional charge to the Customer. Franchisee may charge Customers a Cart Change-out/Replacement Fee in the amount set forth in *Attachment A, Schedule of Rates and Charges* for exchanges requested outside of this time period.

ARTICLE VII FINANCIAL ASSURANCES

7.1 Performance Security

Franchisee shall provide an annually renewable performance bond in the form attached hereto as *Attachment B* from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of \$1,000,000 ("**Bond**"). Franchisee shall provide a copy of the Bond within 10 days of its issuance or renewal.

7.2 Insurance

Franchisee shall provide certificates and policies of insurance evidencing the following minimum insurance coverages:

<u>Worker's Compensation:</u>	Statutory Limits
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$3,000,000 property damage and bodily injury or death per person, combined single limit \$3,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$10,000,000 each occurrence \$2,500,000 each occurrence; property damage
<u>Environmental Impairment/Pollution Liability:</u>	\$5,000,000 combined single limit per occurrence for bodily injury

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Such policies shall be in a form, and from companies, acceptable to the City and shall name the City as an additional insured to the extent such liabilities are assumed hereunder and cancellation notice recipient. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. In the event of any such cancellation or non-renewal, Franchisee shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Franchisee shall notify City within thirty (30) days after Franchisee receives such notice from the City.

Franchisee shall include all subcontractors as insureds to the extent such liabilities are assumed hereunder under its provision or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7.3 Indemnification

Franchisee shall, and hereby agrees to, indemnify, save, and keep harmless, the City, its elected and appointed officials, employees, and attorneys against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Franchisee's negligence or willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Franchisee or Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors, except to the extent

caused by the sole negligence of the City.

Franchisee expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Franchisee, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend the City of Warrentville, its officials, employees and agents herein provided.

7.4 Penalties

Franchisee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Franchisee's negligent performance, or its failure to perform, its duties and obligations under this Agreement, including without limitation acts and omissions of Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors. Franchisee may contest any such fines or penalties in administrative or court proceedings; provided, however, that Franchisee shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Franchisee shall be solely responsible for all costs, including reasonable attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE VIII STANDARDS FOR PERFORMANCE

8.1 General Quality of Performance: Performance Review

A. General Standard. Franchisee shall provide, perform, and complete all of the Work in full compliance with the terms of this Agreement and in a good and workmanlike manner. Franchisee at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Compliance with Operational Plan. Franchisee will provide, perform, and complete all of the work in full compliance with the Operational Plan included as *Attachment H* to this Agreement.

C. Annual Review. Franchisee and the City agree that the performance of the Work under this Agreement, and the provisions of this Agreement, shall be subject to review once during each year of the term of this Agreement. Such review shall be at a meeting designated by the City Administrator or his designee, with not less than 21 days advance written notice to Franchisee of the date, time and location of the meeting. The City may designate any appropriate officials and employees of the City to attend. Franchisee shall attend through its officials and employees of Franchisee with authority to resolve performance and Agreement issues under the Agreement.

8.2 Collection Times

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the City pursuant to Section 3.6, before 6:00 a.m. or continue collection on any day after 6:00 p.m. Franchisee shall not perform collection on Sundays. The Franchisee shall furnish sufficient numbers of vehicles and personnel to accomplish the Work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or

other similar hindrances. The Franchisee's employees shall provide collection services to City residents with as little noise, disturbance and disruption as possible.

8.3 Holiday Collection

Franchisee shall not be required to perform Work on the following holidays: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

8.4 Quality of Employees

Franchisee shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to the City, then Franchisee shall immediately upon notice from the City replace such employee with another employee satisfactory to the City.

8.5 Subcontractors

A. Approval and Use of Subcontractors. Franchisee shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the City in writing. All subcontractors used by Franchisee shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor shall not relieve Franchisee of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Agreement, and every reference in this Agreement to "Franchisee" shall be deemed also to refer to all subcontractors of Franchisee.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the City, then Franchisee shall immediately upon notice from the City terminate such subcontract. Franchisee shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

8.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Franchisee. Franchisee shall have no claim against the City because of any damage or loss to the Work or Franchisee's equipment, materials, or supplies except to the extent any such damage or loss is due to the City's sole negligence or willful misconduct; provided, however, that nothing in this Agreement will be interpreted to abrogate any statutory or common law immunities imparted, granted, or held by the City.

8.7 Safety

Franchisee shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Franchisee shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

8.8 Cleanliness

A. Generally. Franchisee shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Franchisee shall replace all container covers and shall replace all containers to their proper locations.

B. Cleanup of Spills. Franchisee will handle all Carts and containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. Franchisee shall immediately clean up any Solid Waste, Landscape Waste, or Recyclable Materials that it may have caused to spill onto private premises, parkways, streets, alleys or other public places, in a neat and workmanlike manner.

8.9 Equipment

Franchisee shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the City for use in performing the Work. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the City. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Franchisee, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on a City street that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no Solid Waste leak, spill or blow off the vehicles. Should any Solid Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Franchisee shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Franchisee for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the City.

8.10 Cart Replacement

In the event a Customer's solid waste or recyclable materials Cart is damaged or the Customer requests a different size Cart, Franchisee will repair or replace the existing Cart no later than the Customer's next scheduled collection date after receiving notice of the damage or request for exchange. A damaged Cart that cannot be repaired may only be replaced with a new Cart or a "like-new" Cart that (a) has been in service for no more than one year, and (b) has been pressure washed and thoroughly deodorized. Carts that are replaced due to ordinary wear and tear will be replaced at no charge. Carts that are damaged due to overloading (by weight or volume) the cart, altering of the cart, or using the cart for purposes other than the intended purpose, or other negligent or willful misconduct of the Customer, will be replaced at the cart replacement fee set forth on *Attachment A, Schedule of Rates and Charges*. The monthly reports Franchisee is required to provide the City must include the number of Cart replacement requests received and filled by Franchisee, as well as the number of instances in which Cart replacement

was not accomplished in the manner required by this Section 8.10.

8.11 Storage

Franchisee shall not store, or allow to be stored, any equipment or materials on any private property in the City except in strict compliance with City laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Franchisee store any equipment or materials on or in any public property or facility within the City without the prior express written approval of the City. Nothing in this Section shall be construed to affect the use of waste collection Carts and other containers provided by Franchisee in accordance with the terms of this Agreement.

8.12 Damage to Property

A. Restoration. Franchisee shall promptly, and without charge to the City, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the City, any damage done by Franchisee to any property, public or private, as a result of the Work; provided, however, that Franchisee shall only be responsible for the restoration of damage done by Franchisee to public right-of-way if such damage resulted from Franchisee's negligence or willful misconduct. If Franchisee fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to Franchisee, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Franchisee. If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City may cause such repair or restoration to be made without notice to Franchisee and charge all costs related thereto to Franchisee. Franchisee shall pay all costs to the City within five days after receiving notice thereof from the City.

B. Customer Waste Containers. Franchisee shall use reasonable care in the handling of all Customer Waste Containers to avoid any excessive damage thereto. Franchisee shall replace at its expense Waste Containers that may be seriously damaged by carelessness of its employees.

C. No Waiver. Notwithstanding any other provision of this Agreement, Franchisee's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or Franchisee, to indemnify, hold harmless, or reimburse Franchisee for the cost of any repair or replacement work required by this Section.

8.13 Public Awareness

A. Program. The Franchisee shall develop a public awareness program to inform Warrenton residents of all aspects included their residential solid waste collection and disposal program. The public awareness program shall include, at a minimum, the development of an informational brochure, provided at no cost to the City, to be delivered to all program participants no later than April 19, 2021. The Franchisee shall also supply additional copies of the informational brochure to the City for distribution to new Customers. The contents of the informational brochure shall be mutually agreed upon by the Franchisee and City. Upon request of the City, the Franchisee shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract. The City retains the right to approve all materials to be delivered by the Franchisee to Warrenton residents including, but not limited to, door hangers, leaflets, fliers, etc.

B. Telephone. Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

C. Website. Franchisee will maintain a publicly accessible website with the following components:

- i. Information on service levels offered by Franchisee and corresponding rates;
- ii. Franchisee regulations and requirements for collection of Solid Waste, Recyclable Materials, and Landscape Waste;
- iii. On-line bill payment for all services offered by Franchisee to Customers;
- iv. Submission of Cart size selection and Cart Change-Out/Replacement requests; and
- v. Scheduling of special collections and other service requests by Customers.

8.14 Identification

All of Franchisee's own personnel and all of Franchisee's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the City.

8.15 Complaints; Processing

A. Generally. Franchisee shall cooperate with the City in minimizing complaints from the Customers and other City residents. Unreasonable complaint levels shall be due cause for the City to terminate this Agreement.

B. Initial Response. Franchisee shall give all complaints received by it prompt and courteous attention. Franchisee shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Franchisee receives a complaint about a missed scheduled collection, then Franchisee shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then Franchisee shall cause such collection to be made within 24 hours after receipt of such complaint.

C. Referral to City. If Franchisee is unable to resolve a complaint in a manner satisfactory to both Franchisee and the Customer, then Franchisee, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the City Administrator or his designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Franchisee's response to the complaint. The City Administrator or his designee shall arbitrate each such complaint, and the City Administrator's or his designee's decision concerning each such complaint shall be final and binding on Franchisee.

D. Monthly Report. Franchisee shall prepare and submit to the City, before the 15th

day of each month, a report detailing each complaint received from any Customer, including without limitation the name of the Customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

8.16 Improperly Prepared or Improper Materials

When Franchisee encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any Customer for collection, or materials not proper for collection from residential dwellings such as Hazardous Waste, then Franchisee may leave such improperly prepared or improper material and Franchisee shall post a notice with such Customer, on a form approved by the City, noting the problem. Franchisee shall collect all material properly prepared for collection.

8.17 Disposal Sites

Franchisee shall transfer all waste, except for Hazardous Waste, to an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator, compost facility, processing center, or transfer site approved by the City and suitable for the disposal and/or processing of the Solid Waste, Yard Waste, or Recyclable Materials collected pursuant to this Agreement.

8.18 Changes in Service

If the City or Franchisee should wish to change the type of service provided for during the term of the contract including, but not limited to, the type of materials collected, method of collection, the days of collection, the variety of recyclable materials collected, etc., both shall have the option to initiate the change in service by notifying the other in writing at least 30 days prior to the date such service is to begin. The City and the Franchisee shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served. To the extent required by this Section 8.18, or any applicable elective service provided by Franchisee, each Customer shall be permitted to change the frequency and/or quantity of desired Solid Waste and Recyclable Materials collection and disposal services no less frequently than once each year upon not more than 30 days' written notice to Franchisee prior to each successive anniversary of the Commencement Date. Franchisee shall notify each Customer of his right to make such changes in service and shall provide forms acceptable to the City to each Customer to enable any such Customer to timely notify Franchisee of such Customer's desire to make service changes.

8.19 Discontinuation of Service

Franchisee shall notify the City in writing of any discontinuation of service at any property within the City in excess of thirty (30) days.

8.20 Audit

Franchisee shall annually prepare or have prepared, and deliver to the City an audit of the books and records of Franchisee. An audit of the books and records of Franchisee's regional activities will satisfy the requirements of this Section.

8.21 Illegal Aliens

Franchisee shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 *et seq.*

8.22 Annual Report

The Franchisee shall prepare and deliver to the City, no less than once every 12 calendar months, a service matrix, which must include, without limitation:

- A. the name, service address, billing address (if different than the service address), contact person, telephone number and fax number of each Customer;
- B. the type and quantities of containers located on each Customer's site; the frequency of collections from each site; and
- C. an itemization of the days of collections and the current service rate applicable to each Customer.

ARTICLE IX DISPUTES AND REMEDIES

9.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Franchisee disputes or objects to any direction, instruction, determination, or decision of the City, then Franchisee may notify the City in writing of its dispute or objection; provided, however, that Franchisee shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the City, without regard to such dispute or objection. Unless Franchisee so notifies the City within two business days after receipt of such direction, instruction, determination, or decision, Franchisee shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the City's receipt of Franchisee's written notice of dispute or objection, a conference between the City and Franchisee shall be held to resolve the dispute. Within three business days after the final conference, the City shall render its final decision, in writing, to Franchisee. If Franchisee objects to the final decision of the City, then it shall give the City notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

9.2 Franchisee's Remedies

If the City fails or refuses to satisfy a final demand made by Franchisee pursuant to Section 9.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Franchisee, within 10 business days following receipt of such demand, then Franchisee shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

9.3 City's Remedies

If it should appear at any time that Franchisee has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within five business days after written notice thereof from the City, then the City shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. The City may require Franchisee to take any action necessary to bring Franchisee into strict compliance with this Agreement.

B. The City may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 9.3A above and withhold or recover from Franchisee all the cost and expense, including reasonable attorneys' fees and administrative costs, incurred by the City in connection therewith.

C. The City may, without terminating this Agreement, terminate Franchisee's rights under this Agreement and, for the purpose of performing the Work, evict Franchisee and take possession of all Franchisee's carts and containers and either complete the Work with its own forces or contracted forces. Any and all subcontracts of Franchisee shall, upon such termination and at the City's option exercised in writing, be deemed to be automatically assigned to the City, but the City shall not thereby assume any obligation for payments due under such subcontracts for any Work performed prior to such assignment.

D. The City may terminate this Agreement.

E. The City may recover any damages suffered by the City.

9.4 Customer Service Performance Penalty

The Franchisee is required to perform the following Customer services, subject to the force majeure provisions of Section 10.10:

- i. replace a Customer's Cart by the next scheduled pickup as required by Section 9.10; or
- ii. respond to a Customer's complaint of a missed collection with collection of the missed Waste by the next business day of the Customer's request.

In the event that the City receives in any 30-day period, three documented instances, which after providing Franchisee an opportunity to respond, the City reasonably finds that that Franchisee did not perform one or more of the above tasks ("**Performance Failure**"), the City may impose a penalty against Franchisee in the amount of \$500.00 per Performance Failure during the subsequent 30-day period beginning upon the date of the third Performance Failure ("**Performance Penalty**").

9.5 Non-Enforcement by the City

Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City, upon any one or more occasion, to insist upon Franchisee's performance of, or to seek Franchisee's compliance with, any one or more of said terms or conditions.

**ARTICLE X
LEGAL RELATIONSHIPS AND REQUIREMENTS**

10.1 Relationship of the Parties

Franchisee shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the City and Franchisee.

10.2 Third Party Beneficiaries

No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than Franchisee shall be made or be valid against the City.

10.3 Title to Waste: Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Franchisee at the time it is placed in Franchisee's vehicles or equipment; provided, however, that title to and liability for any Hazardous Waste shall remain with the producer of the Hazardous Waste, even if Franchisee inadvertently collects or disposes of such Hazardous Waste. The City shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Franchisee at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of the City for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Franchisee pursuant to this Section. Franchisee shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Agreement in accordance with all applicable federal and state laws and regulations.

10.4 Compliance with Laws and Grants

Franchisee shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 *et seq.*], the Discrimination in Public Agreements Act, 775 ILCS 10/1 *et seq.* [formerly Ill. Rev. Stat. ch. 29, §§ 17 *et seq.*], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.5 Patriot Act Compliance

Franchisee represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Franchisee further represents and warrants to the City that Franchisee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Franchisee hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

10.6 Changes in Laws

Except as otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

10.7 Governing Laws

This Agreement and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Proper venue for any dispute arising from this Agreement or the conduct of the Work shall be in the Circuit Court of Cook County, Illinois.

10.8 Taxes

The City is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Franchisee, if necessary. The City will not reimburse or assist Franchisee in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Franchisee. Franchisee shall be required to reimburse the City for any such taxes paid. Failure of Franchisee to comply with the provisions of this Section shall entitle the City to withhold or recover from Franchisee the costs thereof.

10.9 Employee Taxes and Benefits

Franchisee shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Franchisee; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the City for any such taxes or contributions that the City may be required to pay.

10.10 Force Majeure

Whenever a period of time is provided for in this Agreement for either the City or Franchisee to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, pandemic or epidemic to the extent the pandemic or epidemic affects Contractor's available workforce, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Franchisee's control" if committed, omitted, or caused by Franchisee, Franchisee's employees, officers or agents or a subsidiary, affiliate or parent of Franchisee or by any corporation or other business entity that holds a controlling interest in Franchisee, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Franchisee's employees would not be an act "beyond Franchisee's control"). Franchisee shall promptly notify the City when Franchisee reasonably believes that an event constituting a "force majeure" under this Section has occurred.

10.11 Continuation of Work During Labor Dispute

For the purposes of this Agreement, a "**Labor Dispute**" shall be defined as any slow-down or cessation of work by Franchisee's employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work, Franchisee shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Franchisee shall be automatically deemed to be in default and to have committed a breach of this Agreement unless said work stoppage or slow-down is remedied to the City's satisfaction in accordance with this Section 10.11. In the event of a work stoppage due to a Labor Dispute, Franchisee shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Franchisee shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work. In the alternative, City shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to City's cost of replacing or supplementing labor. City may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by City, or in the event that City otherwise takes legal action to enforce the terms of this section, Franchisee shall be responsible for City's attorney's fees and court costs, without prejudice to any other remedies that City may have.

10.12 No Collusion

Franchisee hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Franchisee has, in procuring this Agreement, colluded with any other party, then Franchisee shall be liable to the City for all loss or damage that the City may suffer thereby, and this Agreement shall, at the City's option, be null and void.

10.13 Confidential Information

All information supplied by the City to Franchisee for or in connection with this Agreement or the Work shall be held confidential by Franchisee and shall not, without the prior express written consent of the City, be used for any purpose other than performance of the

Work.

10.14 Assignment

Franchisee shall not assign this Agreement or sublet it as whole, or assign any of Franchisee's rights under this Agreement, without the prior express written approval of the City, which approval may be exercised in the sole and unfettered discretion of the City. The City may assign any or all of its rights or obligations under this Agreement without the prior consent of Franchisee.

10.15 Notices

Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Assistant City Administrator

Notices and communications to Franchisee shall be addressed to, and delivered at, the following address:

Groot, Inc.
2500 Landmeier Rd
Elk Grove, Illinois 60007
Attention: Municipal Manager

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

10.16 Binding Effect

This Agreement shall be binding upon the City and Franchisee and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

10.17 Franchisee Acknowledgment

Franchisee acknowledges that: it has carefully read the terms, conditions and provisions of this Agreement and the Warrenville Municipal Code; it accepts, without reservation, the obligations imposed by said terms, conditions and provisions; it agrees to accept the validity of

said terms, conditions and provisions; it agrees to abide by said terms, conditions and provisions; it agrees not to proceed, at any time, against the City in any claim for damages challenging any term, condition or provision of this Agreement or of the Warrenville Municipal Code on the basis that the City did not have the authority to impose the same or that the same may be unreasonable, arbitrary or void.

10.18 Authority to Execute

Franchisee hereby warrants and represents to the City (A) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (B) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (C) that neither the execution of this Agreement nor the performance of the obligations assumed by Franchisee hereunder will (i) result in a breach or default under any agreement to which Franchisee is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Franchisee is subject.

10.19 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

10.20 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the City and Franchisee.

10.21 Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefore and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five original counterparts as of the day and year first written above.

(SEAL)

CITY OF WARRENVILLE

Attest/Witness:

Emily J. Loran
City Clerk

By: John W. Coakley
City Administrator

(SEAL)

GROOT, INC.

Attest/Witness:

[Signature]
Its: Municipal Manager

By: [Signature]
Its: Division Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF Kane)

FRANCHISEE'S CERTIFICATION

Adam Gooderham, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Franchisee, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Franchisee deposes, states, and certifies that Franchisee is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Franchisee is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 *et seq.* [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 *et seq.*].

DATED this 14th day of April, 2021.

Attest/Witness:

By: [Signature]

Title: Municipal Manager

Subscribed and Sworn to before me this 14th day of April, 2021.

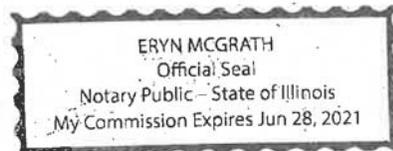
[Signature]
Notary
Public

By: [Signature]

Title: Division Vice President

My Commission Expires: 6/28/21

[SEAL]



FRANCHISE AGREEMENT

ATTACHMENT A

SCHEDULE OF RATES AND CHARGES

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

	YEAR 1 5/1/21 – 4/30/22	YEAR 2 5/1/22 – 4/30/23	YEAR 3 5/1/23 – 4/30/24	YEAR 4 5/1/24 – 4/30/25	YEAR 5 5/1/25 – 4/30/26
Unlimited Cart Service Waste and Recycling					
95-Gallon Cart (per customer per month)	\$15.49	\$15.95	\$16.43	\$16.92	\$17.43
65-Gallon Cart (per customer per month)	\$15.49	\$15.95	\$16.43	\$16.92	\$17.43
35-Gallon Cart Senior (per customer per month)	\$11.50	\$11.85	\$12.21	\$12.58	\$12.96
Landscape Waste Season (April – November)	2021	2022	2023	2024	2025/2026
Landscape Waste Sticker (per sticker)	\$2.75	\$2.83	\$2.91	\$3.00	\$3.09
Landscape Waste Cart Subscription Program (per season)	\$185.00	\$190.55	\$196.27	\$202.16	\$208.22
Bulk items:					
Bulk Items exceeding 50 Pounds (per item) (First Item Free)	5 Stickers				
Customer Special collections:					
Minimum cubic yards included for Special Collection Charge	2 Yards				
Charge Per Cubic Yard (first cubic yard free in lieu of bulk item)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
White goods:					
per item	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Miscellaneous:					
Cart Change-Out Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Construction Waste Collection (per cubic yard)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

Municipal Special Collections:					
Emergency Collection (Localized or Community-Wide) per cubic yard	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Additional Municipal Service per ton	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00

Bond #SUR0067967

Effective Date of Bond: May 1, 2021

FRANCHISE AGREEMENT

ATTACHMENT B

**FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES
FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE
MATERIALS**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **Groot, Inc., 1565 Aurora Avenue Lane, Aurora, IL 60505** as Principal, hereinafter called Franchisee, and **Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246-9011**,

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Illinois, hereinafter called Surety, are held and firmly bound unto the **City of Warrenville, 3S258 Manning Avenue, Warrenville, Illinois, 60555**, as Obligee, hereinafter called the City, in the full and just sum of **One Million and 00/100 (\$1,000,000.00)** for the payment of which sum of money well and truly to be made, Franchisee and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its contract with the City, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Franchisee has entered into a written agreement dated **February 16, 2021**, with the City entitled **FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS** (the "**Agreement**"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Franchisee shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Franchisee under the Agreement, including, but not limited to, Franchisee's obligations under the Agreement: (1) to provide and perform, in the manner specified in the Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all Customers and Municipal Sites, as those terms are defined in the Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

{00117900.6}

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the City or Franchisee to the other in or to the terms of said Agreement shall in any way release Franchisee and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Franchisee or of the City's termination of Franchisee, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Franchisee's default be greater than the obligations of Franchisee under the Agreement in the absence of such Franchisee default.

The City shall have no obligation to actually incur any expense or correct any deficient performance of Franchisee in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or the heirs, executors, administrators, or successors of the City.

Signed and sealed this 22nd day of April, 2021.

PRINCIPAL

Groot, Inc.

Attest/Witness:


Samantha Gordon

Title: Executive Assistant

By:


Scott I. Schreiber

Title: Vice President-Disposal Operations

SURETY

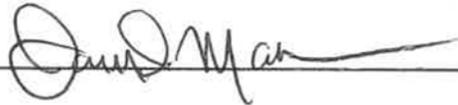
Argonaut Insurance Company

Attest/Witness



Title: Tariese M. Pisciotto, Witness

By:



Title: James I. Moore, Attorney-In-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of April, 2021.



James Bluzard, Vice President-Surety

FRANCHISE AGREEMENT

ATTACHMENT C

MUNICIPAL SITES AND SCHEDULE

MUNICIPAL SITES AND PUBLIC WASTE CONTAINERS

Location Name	Address	Container Size	Collection Schedule
City Hall	3S258 Manning Avenue	(1) 2-yard container	1/week
Public Works Garage	3S346 Mignin Drive	(1) 20-yard container	1/week
Warrenville Police Department	3S245 Warren Avenue	(1) 2-yard container	1/week
Fire House #1	3S472 Batavia Road	(1) 3-yard container	2/week
Albright Studio	3S530 Second Street	(1) 1-96 gallon bin	1/week
Warrenville Public Library	28 W751 Stafford Place	(1) 2-yard container	1/week
Warrenville Park District	3S260 Warren Avenue	(1) 6-yard container	1/week
Warrenville Park District - Summerlakes Ballfields		(1) 6-yard container with locking lid	1/week
Cerny Park	28W415 Forestview Drive S	(2) 96-gallon bins	1/week

RECYCLABLE MATERIALS

Location Name	Address	Container Size	Collection Schedule
City Hall	3S258 Manning Avenue	(2) 96-gallon bins	1/week
Public Works Garage	3S346 Mignin Drive	(1) two-cubic yard bin	1/week
Warrenville Police Department	3S245 Warren Avenue	(2) 96-gallon bins	1/week
Fire House #1	3S472 Batavia Road	(1) three-cubic yard container	1/week
Albright Studio	3S530 Second Street	(1) 96-gallon bin	1/week
Warrenville Public Library	28 W751 Stafford Place	(5) 96-gallon bins	1/week
Warrenville Community Building	3S240 Warren Avenue	(2) 96-gallon bins	1/week
Cerny Park	28W415 Forestview Drive S	(2) 96-gallon bins	2/week

YARD WASTE

Location Name	Address	Container Size	Collection Schedule
Public Works	3S346 Mignin Drive	(1) 20-yard container	1/week

FRANCHISE AGREEMENT

ATTACHMENT D

RECYCLABLE MATERIALS ACCEPTED

Commingled Containers

- Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
- Steel and bi-metal Cans & Tins
- Aseptic Packaging & Gable Top Containers (milk & juice cartons)
- Glass Bottles and Jars - (clear, brown, green)
- No window glass, dinnerware, or ceramics.
- PET Soda, Water, & Flavored Beverage Bottles (# 1 clear and green plastic resin)
- HDPE Milk & Juice Jugs (#2 plastic resin)
- HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
- PVC Narrow Neck Containers Only (#3 plastic resin):
 - such as health and beauty aid products, household cleaners
- LDPE Grocery Containers (#4 plastic resin);
 - such as margarine tubs, frozen dessert cups, six and twelve pack rings.
- PP Grocery Containers (#5 plastic resin):
 - such as yogurt cups and narrow neck syrup and ketchup bottles.
- #7 Plastic Resin Narrow Neck Containers Only.
- Plastic Buckets, such as kitty litter containers (5-gallon size maximum)
- Formed steel containers
- Aerosol Cans
- No metal handles.

Notes

1. All containers to be emptied and rinsed clean.
2. No motor oil, insecticide, herbicide, or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps or wrap).
5. Expanded foam and clear polystyrene not accepted per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 U.S. Environmental Protection Agency.

Paper Fiber

- Newspaper, including inserts (remove plastic sleeves)
- Cardboard (no waxed cardboard)
- Kraft (brown paper) Bags
- Magazines, Catalogs, and Telephone Books
- Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders)
- Chipboard (cereal, cake & food mix boxes, gift boxes, shoe boxes, etc.)
- Carrier Stock (soda & beer can carrying cases)
- Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
- Paper Back Books (no hard cover books)
- Frozen food packages
- Wet strength carrier stock

FRANCHISE AGREEMENT

ATTACHMENT E

PROPOSAL



COVER LETTER



**Groot
Industries, Inc.**

1565 Aurora Avenue Lane
Aurora, IL 60505
Phone: 630/892-9294

1330 Gasket Drive
Elgin, IL 60120
Phone: 708/485-0900
www.groot.com

Since 1914

January 18, 2021

John Coakley
City Administrator
City of Warrenville
3S258 Manning Avenue
Warrenville, IL, 60555

Dear Mr. Coakley:

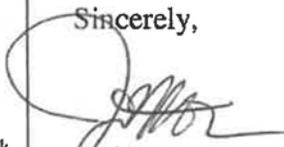
Groot Industries appreciates the opportunity to submit this proposal to the City of Warrenville. We understand the terms and conditions contained in the RFP and will comply with all provisions as indicated.

We are particularly pleased, due to the fact that your needs coincide so well with our corporate strengths and experience. This gives us the confidence level that we can perform the task required with a high degree of excellence and reliability. Please feel free to contact any of the surrounding area communities serviced by Groot for references.

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

We look forward to a long and mutually rewarding relationship with the City of Warrenville.

Sincerely,


Josh Molnar
Municipal Manager
Groot Industries, Inc.

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

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





EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

As one of the largest residential and commercial waste haulers in Illinois, as well as the largest processor of residential recyclables in the state, we offer the City of Warrenville a proposal backed by over a century of experience. Groot Industries, Inc. will be responsible for the weekly collection of municipal waste, recycling material and landscape waste material from approximately 4,870 residential units within the City of Warrenville. We understand the agreement is scheduled to begin May 1, 2021 and end April 30, 2026.

As you will observe within our proposal, Groot is not providing for a sticker-based program but rather an unlimited cart program only. The unlimited cart program will cover household refuse and recyclables while providing opt in programs (sticker or subscription) for landscape waste. With the City currently primarily utilizing a sticker-based program we feel offering a landscape waste program as a default sticker-based program with a cart subscription option would provide for a transition that is slightly more recognizable. As the needs regarding yard waste aren't as common household-to-household as refuse and recycling, these options on yard waste will provide each resident with a program that better suits them and their individual volumes.

Groot Industries, Inc. will have, at a minimum, the specified insurance and bonding requirements requested by the City. Groot Industries, Inc. has ownership and/or guaranteed disposal capacity through long-term agreements at transfer stations, landfills and recyclable facilities.

Groot Industries, Inc. will supply an on-site supervisor who will be in the City each day our trucks are there, as well as be available to City staff Monday through Friday during all business hours.

We are excited to be considered as an important service provider to the City of Warrenville and look forward to a long and mutually beneficial relationship.



OPERATIONAL APPROACH



CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

Groot Industries looks forward to providing comprehensive refuse, recycling and landscape collections for the residential units located within the City of Warrenville. With 107 years of direct commercial and municipal experience within the Chicago metropolitan area, Groot provides solid waste collections to over 600,000 homes every week and we have exclusive contracts in 81 communities. We are confident that the City will receive complete satisfaction with regard to our services. The following outline and discussions represent our understanding, capabilities and methodology we intend to use to perform this service for the residents of the City of Warrenville.

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

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





CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

I. City of Warrenville Collection Program

Groot has proposed an option to provide refuse, recycling and yard waste collection to each City household weekly on Monday, Wednesday, and Thursday each week.

A. Collection Program

1. Option 1 - Volume Program

Groot will not be providing a proposal for the sticker-based program.

2. Option 2 - Cart-Based Program

Unlimited Service

The unlimited program will provide once per week collection with a 95 gallon cart for refuse and a 65 gallon cart for recycling. Any items outside of each cart will be collected as long as it is properly prepared (35 gallon container, smaller rigid container or plastic bag not to exceed 50lbs).

Residents 65 years and older will be eligible for a discount on cart service that will include a 35 gallon cart for refuse and recycling. The refuse service would be limited to items in the cart (recycle would remain unlimited). Any properly prepared refuse containers outside the cart would require a prepaid sticker affixed to each item. Non-seniors will not be eligible to receive 35 gallon carts.

Groot will maintain ownership of the carts during the term of the agreement; therefore, all maintenance and cart replacement costs will be handled by Groot. Additional carts may be available for an additional annual fee.

Recycling Collection

Groot will collect unlimited commingled recyclable materials on a weekly basis from each residential unit on the same day as the refuse collection. Groot will supply a 65 gallon cart designated for recycling material only. Residents will have the option to upgrade to a 95 gallon recycle cart upon request (final contract language regarding this option shall be mutually agreeable).



CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

Groot will maintain ownership of the carts during the term of the agreement; therefore, all maintenance and cart replacement costs will be handled by Groot. Additional carts are available for an annual fee.

Landscape Waste Collection

Landscape waste collection will take place April 1st through November 30th of each year. Landscape collection will take place the same day as refuse and recycling collection. Residents will have two options for landscape waste collection:

Pay-per-bag/Sticker Program: An unlimited amount of properly prepared yard waste bags or resident owned 32 gallon rigid containers will be collected curbside each week as long as a prepaid landscape waste sticker (available for \$2.75/sticker in year one) is affixed to each container.

Subscription Program/Toter Option: A 95 gallon toter designated for yard waste will be provided. Any yard waste outside the cart will be collected as long as it is properly prepared and a sticker affixed to each item. The customer will be billed an annual fee (\$185/season in year one) for this program.

Grass clippings, leaves, twigs, garden debris, weeds, fruits, seeds, stalks, vines, bark and wood chips may be placed at the curb on the regularly scheduled pick up day in biodegradable paper "kraft" bags or containers not to exceed 33 gallons in size or 50 pounds. Bags are preferred to be rolled and crimped closed and be easily lifted to waist height and must not exceed 50lbs.

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

Groot Industries will provide free collection of one Christmas tree per resident each year at no additional cost. Collection will take place during the first week in January each year.



CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

B. Bulk Items, Construction Debris & Oversized/Overweight Items

Residents will be provided curbside collection of one bulk item, under 50 pounds, on a weekly basis which can be safely collected by one Groot collector at no charge. Items exceeding 50 lbs in weight will be an additional charge. Bulk items include: boxes, barrels, crates, household furniture, and similar items that do not fit into a proper container and can be collected/lifted by one driver without assistance. Exceptions include items which are banned from direct disposal into a landfill (appliances, tires, car batteries and electronic waste). If two or more bulk items are placed out for collection each item will require five stickers affixed to ensure collection.

In lieu of a bulk item, one cubic yard of construction debris will be collected from small remodeling projects each week at no additional cost. It must be cut to no more than 4 feet in length and no larger than 2 feet in diameter and bundled or placed in an approved container that does not exceed 50 pounds in weight.

Oversized and overweight items will be collected for an additional fee. Oversized/overweight items are any single large or extra heavy item that will require the resident to schedule a special pick-up. An example of an oversized item is a piano, hot tub or any item that requires two or more people to lift. A per item fee of will apply for each oversized item and residents will be required to call Groot to schedule a pick in advance.

C. White Goods

White goods are defined by Illinois law as, but not limited to:

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



CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

Groot will provide collection of such items on a weekly basis with residents calling to schedule a special collection. Regardless of size and weight, all appliances/white goods must be called in for a scheduled pick up and payment must be received in advance.

D. Electronic Waste

Groot will collect electronic items (excluding televisions over 50 pounds) from the curb for an additional cost. Residents would be required to contact Groot at least 24 hours in advance of their service day to schedule a pick up.

The current definition of E-Waste, pursuant to Illinois law, includes but may not be limited to:

Televisions, computers—desktop or laptop, computer monitors, keyboards, facsimile machines, recorders, digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converters, cable receivers, satellite receivers and digital video disc recorders need to be disposed of in a manner consistent with the enacted Illinois E-Waste Act.

E. City of Warrenville Facilities

Groot will provide for the collection of refuse and recycling at three City facilities as outlined in the RFP. These services provided will be mutually agreed upon prior to the execution of the agreement.

F. City Sponsored Events

Groot will provide services for City sponsored events as outlined in the RFP. These services provided will be mutually agreed upon prior to the execution of the agreement.

CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

II. Residential General Routing

A. City of Warrenville Service Routing

Groot has proposed an option to provide refuse, recycling and yard waste collection to each City household weekly on Monday, Wednesday, and Thursday each week. We are expecting to service approximately 4,870 residential units within the City of Warrenville.

B. Hours of Collection and Holiday Service

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

Groot Industries currently observes the following holidays:

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

During the week of a holiday, the collection day following a holiday will be serviced one day behind the regular schedule. If a holiday falls on a Sunday, it will be observed on Monday, again delaying service by one day.





CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

III. Residential Equipment

A. Waste Collection Vehicle Specifications and Special Features

We have a chassis/body combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These state-of-the-art refuse, recycling and landscape waste trucks are highly beneficial in navigating the streets that exist within the City. All equipment within the City are uniformly painted, washed and maintained regularly to ensure a neat and clean appearance. Collection vehicles are equipped with optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.

IV. Vehicle Maintenance Procedures

A. Residential Maintenance Procedures

Groot Industries presently utilizes our own complete maintenance facilities in Aurora, IL for servicing our residential collection equipment.

Capabilities include:

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



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

CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

V. Driver Qualifications

A. Experience Requirements

Groot Industries requirements for driver personnel are as follows:

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

B. Safety Training and Driver Certification

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



Operational Procedures



Customer Interaction



Equipment Familiarization



Health and Safety Procedures



Defensive Driving Techniques

When new drivers begin their association with Groot, a minimum of two (2) weeks on-site training specific to the area of service is required to orient the driver. In addition, employees participate in a quarterly awards program sponsored by Groot which promotes constant awareness and ultimately safer and better quality service for our customers.

C. Driver Appearance

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





CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

VI. Service Implementations & Developments

A. In-Town Supervisor Availability

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

B. Expansions & Improvements—Pollution Control Initiatives

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

An example includes Groot's utilization of CNG, Compressed Natural Gas, for collection vehicles within our fleet. The implementation of these vehicles substantially reduces Groot's carbon footprint.

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

VII. Service Quality Assurance

A. Office Procedures

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

CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

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



B. Resident Complaint Resolution Process

Groot understands that sometimes residents will call in with complaints concerning the program, billing issues or missed collections. Residents are always treated with respect and if the complaint is concerning services, our designated foreman is called for immediate investigation.

It is company policy that if a call for a late set-out or missed collection comes in while the City of Warrenville trucks are still in the service area, we will make every effort to return the same day as the call is received. Any calls that are received after the collection vehicles have left the City of Warrenville for the day will be scheduled for collection the next day.

C. Escalation Process for Complaints

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

Groot will work in partnership with the City to be pro-active in reducing complaints by notifying residents of scheduled rate increases and scheduled program changes.



CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

D. Billing Procedures

Groot will bill the residents directly for services under the cart-based program. Should that program be chosen, Groot requests the City provide a current list of addresses prior to the service start date if Groot is awarded the collection agreement.

E. Drivers End-of-Day Service Review

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

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

VIII. Emergency Contingency Plan

A. Public Health and City Requests

In order to protect the public health, safety and welfare, Groot will respond to requests from the City of Warrenville to collect debris left in unusual circumstances. We provide the necessary equipment and personnel to respond to your requests for an agreed upon rate for collection and disposal. Groot will agree to provide additional emergency relief services in the event of a natural disaster in the City of Warrenville (i.e. tornados, floods) when declared by the City, State or Federal Government.

CITY OF WARRENVILLE RESIDENTIAL OPERATIONAL APPROACH

B. Weather Considerations and Contingency Plans

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

IX. Compressed Natural Gas (CNG) Vehicles

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



CITY OF WARRENVILLE RECYCLING CAPABILITIES

X. Recycling Capabilities & Materials

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

Recycling Material

Groot will collect any of the following recyclable items:

Non-Paper Items

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





CITY OF WARRENVILLE RECYCLING CAPABILITIES

Paper Items

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



Unaccepted Items

Items below are not accepted as recycling:

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



GROOT GREEN

GROOT GREEN

Environmental Stewardship

Groot Green, More than a Color

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



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

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

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

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



GROOT GREEN

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

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

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

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

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

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

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



GROOT GREEN

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

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

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

2018— Acquired an additional Material Recovery Facility in Plainfield, IL. During a period where the marketing of recyclables faced many challenges, we expanded our processing footprint in the Greater Chicago market. This decision was made to ensure and sustain our ability to continue to both process and market materials collected from our municipalities.

2019— Groot partnered with the City of Naperville and Trillium to bring a CNG fueling station within City limits. This has allowed us and others to significantly increase our fleet that operates on CNG in this service area.



GROOT GREEN

**GROOT GREEN has always been more than just a color to us.
It is the cornerstone of our attitude with regard to how we value our environment.**





ORGANIZATIONAL PLAN & CHART

Groot Industries, Inc. Organizational Chart

Adam Gooderham
Division Vice President

Josh Molnar
Municipal Manager

Kiel Pennington
District General Manager

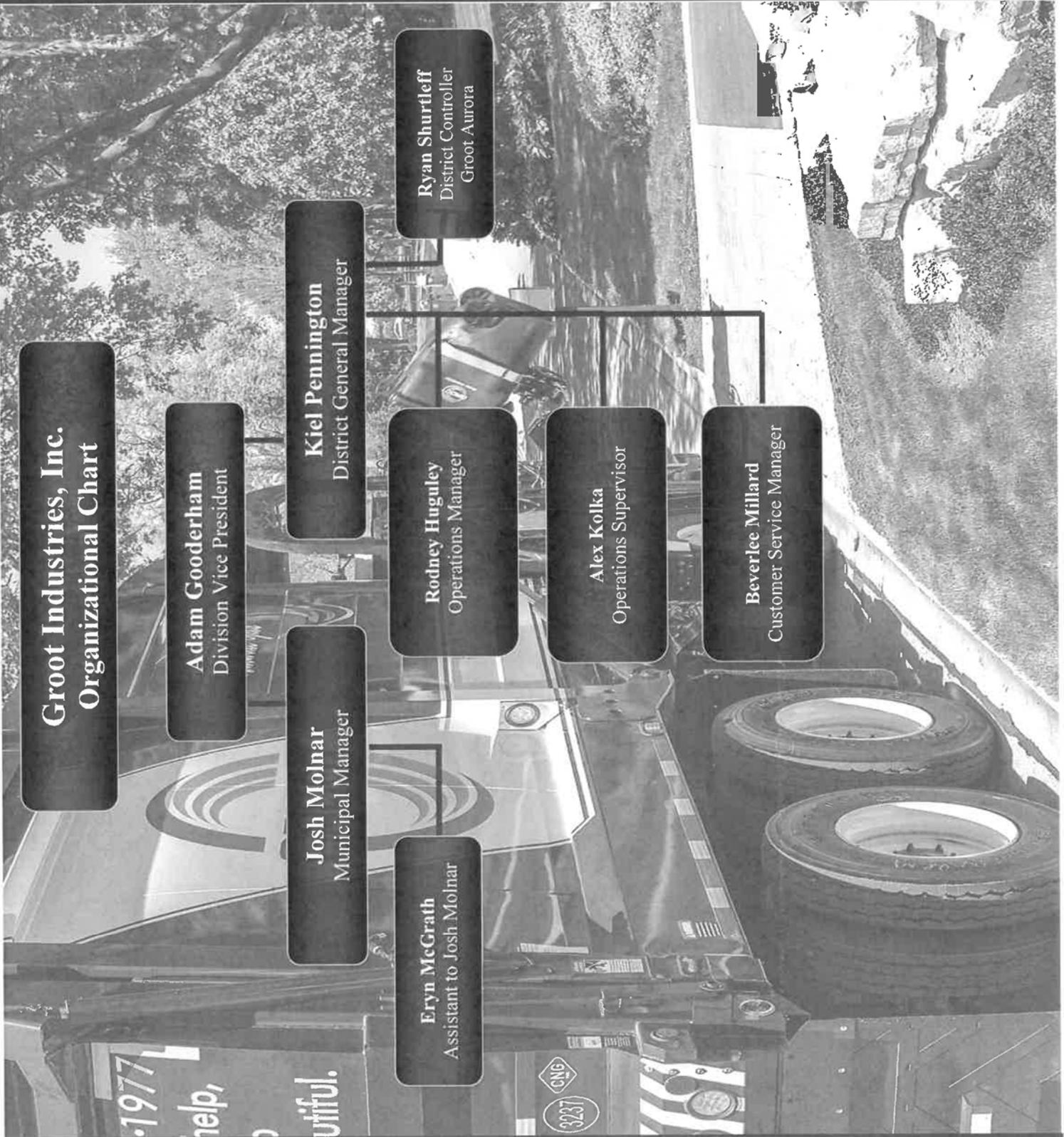
Eryn McGrath
Assistant to Josh Molnar

Rodney Huguley
Operations Manager

Ryan Shurtleff
District Controller
Groot Aurora

Alex Kolka
Operations Supervisor

Beverlee Millard
Customer Service Manager





QUALIFICATIONS OF PERSONNEL



QUALIFICATIONS OF PERSONNEL

Below, please find a list of personnel from Groot Industries that are involved in daily operations. Please feel free to contact any of our personnel with any questions or concerns.

Division Manager - Kiel Pennington

Kiel possesses 9 years in the waste industry and currently manages two hauling sites and two transfer stations. He is a graduate of North Central College with a double major in Economics and Finance. His experience in handling large towns includes Aurora, Naperville, Oswego, and West Chicago. Kiel has worked in all aspects of the hauling industry including the positions of Driver, Mechanic, Supervisor and Manager.

Operations Manager - Rodney Huguley

Rodney is Groot's Operations Manager with over 25 years of experience in the waste industry. He manages our operations team which includes 4 supervisors and 75+ drivers. He manages our team regarding implementation of safety protocols with emphasis on injury & accident prevention. Rodney works closely with Customer Service daily to provide quality service for our residential customers. The City would have direct contact with Rodney regarding special events. In addition to his experience he carries multiple certificates and education in various aspects of safety, transportation and the waste industry.

Operations Supervisor- Alex Kolka

Alex is our Operations Supervisor with 5 years in the waste industry. He is currently over seeing the City of Aurora contract. Alex started as a driver and moved into management 3 years ago. He has successfully ran the City of Aurora and neighboring subscription work with the highest level of customer service and safety. The Deputy Mayor of Aurora can confirm his relationship with the City and drive to keep the residents of Aurora well serviced.



QUALIFICATIONS OF PERSONNEL

Beverlee Millard - Customer Service Manager

Beverlee has over 17 years experience in the waste industry and over 25 years in customer service. She currently manages the customer service department which handles calls from the Aurora, Bartlett, Naperville, Oswego, West Chicago as well as unincorporated areas. She is a graduate of the University of Phoenix with an AAS degree in Accounting/business.

Municipal Manager - Mr. Josh Molnar

Josh has acquired 13 years experience in the waste industry. He received a B.A. degree in Business Management from Cornerstone University located in Grand Rapids, MI. Josh currently manages all municipalities in which we are contracted. He will be the direct contact during the RFP process and beyond.



BIDDERS PROPOSAL

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

Full Name of Bidder Groot, Inc. ("Bidder")

Principal Office Address 1565 Aurora Ave Ln, Aurora, IL 60505

Local Office Address 1565 Aurora Ave Ln, Aurora, IL 60505

Contact Person Josh Molnar Telephone 847-734-6393

TO: City Clerk
City of Warrenville ("City")
3S258 Manning Avenue
Warrenville, Illinois 60555

Attention: RFP for Collection and Disposal of Solid Waste, Landscape Waste, and
Recyclable Materials

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2, which are securely stapled to the end of this Bidder's Proposal (if none, write "NONE") ("*Request for Proposals*").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Request for Proposals.

This Proposal consists of the following four Parts, all of which must be completed in their entirety (except as provided below):

- a. Bidder's Proposal
- b. Bidder's Sworn Acknowledgment;
- c. Bidder's Sworn Work History Statement;
- d. Bidder's Sworn Statement of Responsibility

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

4.a. BIDDER'S WORK PROPOSAL

1. Work Proposal

A. Agreement and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with City, in the form of the Agreement included in the Request for Proposals:

- (1) to provide, perform and complete in the manner described and specified in the Request for Proposals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the collection and disposal of solid waste, landscape waste, and recyclable materials from all Residential Dwellings and Municipal Sites, as each is defined in the Agreement, in the City of Warrenville.
- (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Agreement included in the Request for Proposals;
- (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Request for Proposals;
- (4) to pay all applicable federal, state and local taxes;
- (5) to do all other things required of Bidder by the Agreement; and
- (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Agreement; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Request for Proposals and according to the requirements of City pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder by the Request for Proposals.

2. Agreement Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.2 of the Agreement, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Agreement:

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

SCHEDULE OF PRICES

For providing, performing, and completing all Work during the first annual period commencing on the Commencement Date, Bidder will provide the services that comprise the Work for the prices and rates set forth in Attachment A to the Agreement.

- Bidders must provide prices for all unit price items listed on Attachment A to the Agreement, including all Service Alternates, unless they are specifically designated as optional bid items.
- Unit prices shall be provided on a “per Customer” basis unless otherwise designated as a lump sum price. For the purpose of the Schedule of Prices “*Customer*” shall have the meaning ascribed to it in the Form of Franchise Agreement: “owners, residents, and occupants of single-family residential dwellings in the City who are directly billed by the Franchisee for waste collection services pursuant to the Price Schedules set forth in this Agreement.”

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. City is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices for services offered to City;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and
4. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Service to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

4. **Agreement Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in the Agreement and will perform the Work diligently throughout the term of the Agreement.

5. **Recyclable Materials**

Bidder shall provide on separate sheet(s) a complete list of all Recyclable Materials that Bidder has the capability of collecting and processing in accordance with the requirements of Section 5.7 of the Agreement.

6. **Operational Proposal**

Bidder shall provide on separate sheet(s) a statement of the Bidder's understanding of all requirements for the Work. This statement must be specific, detailed and complete. It should clearly and fully demonstrate that the Bidder understands the requirements and the operational problems

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

inherent in the Work. The Bidder should also present valid and practical solutions for those problems. The Bidder's Operational Proposal(s) will be incorporated by reference into the final Agreement as *Attachment H*. In addition, samples of forms for customer complaints and waste volumes report must be included.

7. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 120 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

8. **Bidder Representations**

- A. **No Collusion**. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred**. Bidder warrants, represents and certifies that it is not barred by law from contracting with City or with any unit of state or local government.
- C. **Qualified**. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Agreement Price and Agreement Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of City, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy City that Bidder is adequately prepared to fulfill the Agreement.
- D. **City's Reliance**. Bidder acknowledges that City is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

9. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

10. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of Fifty Thousand dollars and no cents (\$50,000) ("*Bid Security*").

11. **City's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if City awards Bidder the Agreement, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if City awards Bidder the Agreement, fail to timely execute the Agreement, Bidder's Certification and all other required documentation related to the Agreement, it will be difficult and impracticable to

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

ascertain and determine the amount of damage that City will sustain by reason of any such failure and, for such reason, City shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against Bidder.

12. **City's Rights**

Bidder acknowledges and agrees that City reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

13. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Request for Proposals, which are by this reference incorporated herein and made a part hereof.

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

4.b. BIDDER'S SWORN ACKNOWLEDGEMENT

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of:

Groot, Inc. _____

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President		<u>Please see attached.</u>
Vice President		_____
Secretary		_____
Treasurer		_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**CITY OF WARRENVILLE
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SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows:

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and Entity Type)

ADDRESS

_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2 or 3 above, as applicable.]

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

4.c. BIDDER'S SWORN WORK HISTORY STATEMENT

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE
SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE
AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

Refuse, Recycling, & Yard Waste Collection & Disposal

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>1</u> % Federal	<u>100</u> % As Contractor	<u>0</u> % Bidder's Forces
<u>70</u> % Other Public	<u>0</u> % As Subcontractor	<u>0</u> % Subcontractors
<u>29</u> % Private		<u>0</u> % Materials

3. Years In Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business:

107 years.

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>	_____	_____
_____	_____	_____

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Please see attached.			

6. Related Experience

List all major municipal/county/local governmental waste collection and disposal franchises held by Bidder in past 10 years. Attach additional sheets as necessary.

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government	Please see attached.		
Date Commenced			
Address			
Reference			
Sticker-Based Program or Cart- Service-Only			
Note if there was a change in program design (to or from a sticker program)			
Telephone Number			
E-Mail Address			

**CITY OF WARRENVILLE
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BIDDER'S PROPOSAL**

Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)			
Population			

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

4.c. BIDDER'S SWORN STATEMENT OF RESPONSIBILITY

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE
SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE
AGREEMENT**

1. Key Personnel

The following persons will perform key functions for the Work:

NAME	POSITION	YEARS IN CURRENT OCCUPATION
Please see "Qualifications of Personnel" tab.		

Attach a copy of the resume and provide references for each of the Key Personnel. Resumes should include, if applicable: total years of related technical experience, managerial experience, education, position occupied on each assignment, description of duties on each assignment, professional registration and certification, professional societies and affiliations and number of years of related experience with Bidder.

Attach a description of the organization and management structure that will be utilized to perform the Work. At a minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignments of the key personnel. Bidder should demonstrate that the proposed manpower level on which it has based its Price Proposals is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Work.

Please see "Organization Plan & Chart" tab.

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

3. Subcontractors

Bidder normally employs one or more of the following subcontractors for projects such as the Work:

<u>SUBCONTRACTOR</u>	<u>TRADE OR TYPE</u>
N/A	

4. Unions

Bidder anticipates employing, either directly or through subcontractors, trades represented by the following union locals:

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>
673 Teamsters Union		2023

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>

**CITY OF WARRENVILLE
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BIDDER'S PROPOSAL**

5. **Current Franchises/Contracts for Waste Collection and Disposal**

Bidder is currently holding the following municipal/county/local government waste collection and disposal franchises or has ongoing contracts for waste collection and disposal:

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government	Please see attached.		
Date Commenced			
Termination Date			
Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)			
Population			

6. **Status of Current Franchises/Contracts**

None of the current franchises or contracts listed in Item 5 of the Sworn Work History Statement, are in default, subject to damages or penalties for delay, behind schedule or over budget except as noted and explained below:

N/A

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
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BIDDER'S PROPOSAL**

7. **Potential Contracts/Franchises**

Bidders currently has outstanding bids or proposals on the following waste collection and disposal contracts or franchises and no others:

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government	Village of Deerfield	Village of Deerfield	
Date Bid/Proposal Submitted	12/21/2020	12/21/2020	
Award Date (expected)	Mid January 2021	Mid January 2021	
Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)	Refuse, Recycling and Yard Waste Services	Commercial Waste Collection Services	
Population	6,337 residential units	236 businesses	

8. **Contracts Abandoned**

Neither Bidder nor any predecessor organization has ever failed to complete a contract except as noted and explained below:

N/A

**CITY OF WARRENVILLE
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BIDDER'S PROPOSAL**

9. Contract Defaults

Neither Bidder nor any predecessor organization has ever defaulted on, or been terminated for cause on, a contract except as noted and explained below:

N/A

10. Litigation

Neither Bidder nor any predecessor organization is, or within the past five years has been involved as, a party to any litigation except as noted below:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
<u>Please see "Litigation" tab.</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Financial Strength

Provide copies of Bidder's (or any predecessor organization's) audited financial statements for the last three fiscal years, including, at a minimum, income statement, balance sheet and statement of changes in financial position, together with footnotes. In addition, complete the following Condensed Net Worth Statement for General Contractor (including any predecessor organization) as of the most recently ended calendar quarter:

Please see "Financial Strength" tab.

**CITY OF WARRENVILLE
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BIDDER'S PROPOSAL**

ASSETS

1.	Cash	\$ 423,221,000
2.	Stocks and Bonds.....	51,179,000
3.	Notes Receivable	0
4.	Accounts Receivable (including bid deposits & amounts accrued on uncompleted contracts)	662,808,000
5.	Accrued Interest	0
6.	Real Estate	0
7.	Material Inventory	0
8.	Equipment (depreciated value)	5,516,347,000
9.	Furniture and Fixtures (depreciated value)	0
10.	Other Assets	7,084,140,000
	Total Assets	\$ 13,737,695,000

LIABILITIES AND EQUITY

1.	Notes Payable	\$ 4,613,193,000
2.	Accounts Payable.....	436,970,000
3.	Mortgages Payable.....	0
4.	Other Liabilities	1,749,178,000
5.	Reserves	0
6.	Capital Stock.....	4,279,297,000
7.	Surplus (net worth)	2,659,057,000
	Earned	\$ 2,659,057,000
	Unearned	\$ 0
	Total Liabilities and Equity	\$ 13,737,695,000

**CITY OF WARRENVILLE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS
BIDDER'S PROPOSAL**

~~12. **Joint Venture Documents**~~

~~If Bidder is a joint venture, provide a true and correct copy of Bidder's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the Bidder's Proposal, the Work or the Agreement.~~

~~_____ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Agreement and that Deponent is authorized to make them.~~

~~Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.~~

DATED this 11th day of January, 2021.

Attest/Witness: Groot, Inc. Bidder

By: Rob M. Cloninger
Rob Cloninger

By: Adam Goodernam
Adam Goodernam

Title: Assistant Secretary

Title: Division Vice President

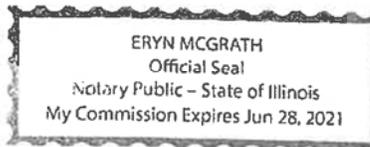
**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6, FOR
SIGNATURE REQUIREMENTS**

Subscribed and sworn to before me this 11th day of January, 2021.

My Commission expires 6/28/21.

Eryn McGrath

SEAL
Notary Public



**WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
GROOT, INC.**

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

BE IT RESOLVED that Adam Gooderham, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company's proposals, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Request for Proposal to provide Solid Waste, Landscape Waste, and Recyclable Materials Services to the City of Warrenville, Illinois, as well as any contract documents that may result from the submission of this proposal, and that any such action taken to date involving the above proposal is hereby ratified and approved.

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

Dated: January 4, 2021



Worthing F. Jackman, Director

Officers:

<u>Name</u>	<u>Office</u>
Ronald J. Mittelstaedt	Executive Chairman
Worthing F. Jackman	President and Chief Executive Officer
Mary Anne Whitney	Executive Vice President, Chief Financial Officer and Assistant Secretary
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer and Assistant Secretary
David G. Eddie	Senior Vice President and Chief Accounting Officer
David M. Hall	Senior Vice President – Sales and Marketing
James M. Little	Senior Vice President – Engineering and Disposal
Patrick J. Shea	Senior Vice President, General Counsel and Secretary
Matthew S. Black	Senior Vice President and Chief Tax Officer
Robert M. Cloninger	Vice President, Deputy General Counsel and Assistant Secretary
Keith P. Gordon	Vice President – Information Systems
Eric O. Hansen	Vice President – Chief Information Officer
Michelle L. Little	Vice President – Accounting
Shawn W. Mandel	Vice President – Safety and Risk Management
Susan R. Netherton	Vice President – People, Training and Development
Scott I. Schreiber	Vice President – Equipment and Operations Support
Gregory Thibodeaux	Vice President – Maintenance and Fleet Management
Colin Wittke	Vice President – Sales
Richard K. Wojahn	Vice President – Business Development
Jason Craft	Regional Vice President – Eastern Region
Doug McDonald	Regional Controller – Eastern Region

Directors:

Ronald J. Mittelstaedt

Address for all Officers and Directors:

3 Waterway Square Pl., Ste. 110, The Woodlands, TX 77380

Groot currently contracts with the below municipalities in the immediate service area. As we service 81 communities, we can provide additional Groot locations upon request

Town	Year Started
Aurora	2015
Naperville	2019
Naperville Township	2011
Bartlett	2018
Burlington	2011
Carpentersville	2017
Elgin Township	2017
Glen Ellyn	2017
Hanover Park	2015
Sleepy Hollow	2018
West Dundee	2012
West Chicago	2005
Oswego	2012

Village, City or County	Current License Expire Date
January Expirations	
Chicago - Limited Licenses, Elk Grove & McCook	1/15/2023
Chicago Truck Licenses	1/15/2023
Romeoville	1/7/2022
Crest Hill	1/31/2021
La Grange	1/31/2021
March Expirations	
Oak Park	3/31/2021
Lake Villa	3/31/2021
April Expirations	
Alsip	4/30/2021
Bartlett	4/30/2021
Bloomington	4/30/2021
Buffalo Grove	4/30/2021
Burlington	4/30/2021
Burr Ridge	4/30/2021
Cary	4/30/2021
Chicago Ridge	4/30/2021
Crystal Lake	4/30/2021
Darien	4/30/2021
Elmwood Park	4/30/2021
Forest Park	4/30/2021
Fox Lake	4/30/2021
Fox River Grove	4/30/2021
Franklin Park	4/30/2021
Geneva	4/30/2021
Gurnee	4/30/2021
Hampshire	4/30/2021
Harwood Heights	4/30/2021
Hazel Crest (Rolloff)	4/30/2021
Hickory Hills	4/30/2021
Hillside	4/30/2021
Hinsdale	4/30/2021
Hoffman Estates	4/30/2021
Lincolnshire	4/30/2021
Lincolnwood	4/30/2021
Lindenhurst	4/30/2021
McHenry	4/30/2021
Merrionette Park	4/30/2021

Mundelein	4/30/2021
Niles	4/30/2021
Norridge	4/30/2021
North Chicago	4/30/2021
Oak Lawn	4/30/2021
Palos Hills	4/30/2021
River Grove	4/30/2021
Round Lake Park	4/30/2021
Round Lake Park (Transfer Station)	4/30/2021
Sandwich	4/30/2021
Skokie	4/30/2021
St. Charles	4/30/2021
Third Lake	4/30/2021
Vernon Hills	4/30/2021
Villa Park	4/30/2021
Volo	4/30/2021
Wauconda	4/30/2021
Warrenville	4/30/2021
Woodridge	4/30/2021
May Expirations	
Elk Grove (Business)	5/31/2021
Elk Grove (3 Fuel Pumps)	5/31/2021
Lake Forest	5/31/2021
Riverside	5/31/2021
Schiller Park	5/31/2021
York Township	5/31/2021
June Expirations	
Cicero	6/30/2021
Indian Head Park	6/30/2021
Plainfield	6/30/2021
Orland Hills (Container License)	6/30/2021
Wheaton	6/30/2021
August Expirations	
Highland Park	8/31/2021
North Aurora	8/31/2021
River Forest	8/31/2021
September Expirations	
Wisconsin Dept of Natural Resources - 40 Porter Drive	9/30/2021
October Expirations	

Grayslake	10/31/2021
December Expirations	
Algonquin	12/31/2021
Arlington Heights	12/31/2021
Berkeley	12/31/2021
Berwyn	12/31/2021
Bridgeview	12/31/2021
Broadview	12/31/2021
Brookfield	12/31/2021
Burbank	12/31/2021
Carpentersville	12/31/2021
Carol Stream	12/31/2021
Clarendon Hills	12/31/2021
Countryside	12/31/2021
Deerfield	12/31/2021
Des Plaines (55 Howard Transfer Building)	12/31/2021
Downers Grove	12/31/2021
Elgin	12/31/2021
Elmhurst	12/31/2021
Evergreen Park	12/31/2021
Forest View	12/31/2021
Gilberts	12/31/2021
Glencoe	12/31/2021
Glendale Heights	12/31/2021
Hawthorn Woods	12/31/2021
Hodgkins	12/31/2021
Homer Glen	12/31/2021
Huntley	12/31/2021
Joliet	12/31/2021
Justice	12/31/2021
Kane County - Aurora	12/31/2021
Kane County - Elgin	12/31/2021
Kendall County	12/31/2021
La Grange Park	12/31/2021
Lake County	12/31/2021
Lemont	12/31/2021
Lisle	12/31/2021
Lyons	12/31/2021
Maywood	12/31/2021
McHenry County	12/31/2021
McCook (scavenger & transfer station)	12/31/2021
Melrose Park	12/31/2021

Midlothian	12/31/2021
Morton Grove	12/31/2021
Naperville	12/31/2021
Northbrook	12/31/2021
North Riverside	12/31/2021
Oak Brook	12/31/2021
Palatine	12/31/2021
Park Ridge	12/31/2021
Plano	12/31/2021
Rolling Meadows	12/31/2021
Rosemont	12/31/2021
Schaumburg	12/31/2021
South Elgin	12/31/2021
Stickney	12/31/2021
Streamwood	12/31/2021
Summit	12/31/2021
Tinley Park	12/31/2021
Wadsworth	12/31/2021
Wayne	12/31/2021
West Chicago- Business Registration	12/31/2021
West Chicago- Scavenger Business License	12/31/2021
*Westchester	12/31/2021
Western Springs	12/31/2021
Westmont	12/31/2021
Willowbrook	12/31/2021
Wilmette (Accurate)	12/31/2021
Wilmette (Groot)	12/31/2021
Winfield	12/31/2021
Wood Dale	12/31/2021
Worth	12/31/2021
Zion	12/31/2021



SCHEDULE OF RATES & CHARGES

FRANCHISE AGREEMENT

ATTACHMENT A

SCHEDULE OF RATES AND CHARGES

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

	YEAR 1 5/1/21 – 4/30/22	YEAR 2 5/1/22 – 4/30/23	YEAR 3 5/1/23 – 4/30/24	YEAR 4 5/1/24 – 4/30/25	YEAR 5 5/1/25 – 4/30/26
OPTION 1: STICKER-BASED PROGRAM					
Total Cost of Refuse Sticker	No Bid				
Total Cost of Yard Waste Sticker	No Bid				
Monthly Solid Waste Toter Rental Fee (per month)	No Bid				
Monthly Yard Waste Toter Rental Fee (per month)	No Bid				
OPTION 2: CART-BASED PROGRAM					
OPTION 2A: Unlimited Service					
95-Gallon Cart (per customer per month)	\$15.49	\$15.95	\$16.43	\$16.92	\$17.43
65-Gallon Cart (per customer per month)	\$15.49	\$15.95	\$16.43	\$16.92	\$17.43
35-Gallon Cart* (per customer per month)	\$11.50	\$11.85	\$12.21	\$12.58	\$12.96
Landscape Waste unlimited (per customer per month)	\$2.75/sticker \$185.00/season	\$2.83/sticker \$190.55/season	\$2.91/sticker \$196.27/season	\$3.00/sticker \$202.16/season	\$3.09/sticker \$208.22/season
OPTION 2B: Limited Service:					
95-Gallon Cart Limited (Cost per month per cart at one pick up per week)	No Bid				
65-Gallon Cart Limited (Cost per month per cart at one pick up per week)	No Bid				

*For Seniors Only

Sticker Rate
Subscription Rate

35-Gallon Cart Limited (Cost per month per cart at one pick up per week)	No Bid				
Total Cost of Overflow Solid Waste/Recycling Sticker	No Bid				
Landscape Waste Collection (specify sticker or monthly cost)	No Bid				
Additional Cart Rental (per cart per month)	No Bid				
PRICING APPLICABLE TO BOTH OPTIONS 1 AND 2:					
Bulk items:					
Bulk Items exceeding 50 Pounds (per item)	5 stickers				
First Item Free					
Customer Special collections:					
Special Collection Charge	N/A	N/A	N/A	N/A	N/A
Minimum cubic yards included for Special Collection Charge	2 yards				
Charge Per Cubic Yard	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1st Cubic Yard Free					
White goods:					
per cubic yard item	\$35.00/item	\$35.00/item	\$35.00/item	\$35.00/item	\$35.00/item
Miscellaneous:					
** Senior Citizen Discount (%)	25.70%	25.70%	25.70%	25.70%	25.70%
Cart Change-Out Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Construction Waste Collection (per cubic yard)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Municipal Special Collections:					
Emergency Collection (Localized or Community- Wide) per cubic yard	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Additional Municipal Service per ton	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00

**Percentages provided reflect the rates proposed under the 35 gallon program.

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